

To,

Date: 30<sup>th</sup> September 2015

Dilip Kumar  
B 406, Sai Sri Pride apartment  
Flower Garden road,  
Babusapalya,  
Bangalore -560043.

Dear Dilip,

On behalf of everyone at EnterpriseDB, I am pleased to confirm the following employment offer:

**Position and Title:**

You will be a full-time employee of EnterpriseDB Software India Private Limited (the "Company"). Your initial job title will be **Principal Software Engineer** and you will report to Amit Kapila, Database Architect. Your initial work location will be the Company office in Bangalore, India.

**Compensation:**

You will be paid an Annual salary of **Rs. 36,00,000 (Rupees Thirty Six Lakhs Only)** as detailed in Annexure A. The Company currently pays in monthly installments.

Additionally you will be eligible for a joining bonus of **Rs.4,00,000 ( Rupees Four Lakhs only)** which shall be payable to you after completion of three months from your date of joining.

All payments are subject to Tax computations.

**Employee Benefits**

EnterpriseDB offers a robust employee benefit package including Medical and Personal Accident Insurance, which is detailed in Annexure B.

**Paid Time Off**

You will earn 21 (15 - privilege Leaves & 6- Sick Leaves) days of paid time off annually. This time off is for vacation, sick and personal leave as described in the Company policy. In addition, the Company observes certain holidays each year during which the office is normally closed. Individual positions may be subject to departmental policies on PTO and holidays based on job specifications.

## **Background Checks**

The Company reserves the right to conduct background checks before or at any time during your employment. Your appointment is governed by successful background checks at anytime during your employment with us.

If it is found that any wrong / misleading information has been furnished, the company may terminate your services for cause with immediate effect.

## **At Will Employment and Other Conditions**

All employees of EnterpriseDB are “at-will,” meaning that either you or the Company may terminate your employment at any time, for any reason. You understand that this letter is not a guarantee of employment and that only the Chief Executive Officer of the Company, in writing, may modify the at-will nature of your employment.

You will be on probation for a period of 6 (six) months from the date of your joining and this period may be extended to such further period or periods as may be considered necessary by the Company. During the probationary period your services may be terminated, by giving you one-month notice or one month pay in lieu thereof.

In case you resign from the Company during the probationary period, you will be required to give one months notice or pay in lieu thereof for the period falling short of the prescribed notice period.

On completion of the probationary period, provided you have demonstrated satisfactory performance on the job, the Company will confirm to you in writing (“confirmation letter”) that your probation is over (“confirmation”). The confirmation period will begin only when both parties have signed the confirmation letter.

On confirmation, services may terminated by giving three (3) months notice by either party or pay in lieu of such notice or in case of shorter notice, same for the period falling short of the of the prescribed notice period.

Should your employment be terminated for cause, the Company reserves the right to terminate services with immediate effect, without notice period or payment in lieu there of.

In case you submit your resignation within 12 months from your date of joining, then the costs if any, incurred by the company towards your relocation cost (travel, lodging, Movers & packers), Joining bonus, Notice period buyout and training/certification cost will be recovered from you.

## Confidentiality

As a condition of employment, you agree to sign the Company's standard Employee Non-Disclosure Agreement on or before your start-date. You warrant that there are no agreements with prior employers or others that would prevent you from performing your job at EnterpriseDB and, as a condition of employment, you agree to be responsible for any liability under such agreements.

Just as we expect you to protect our confidential information, we insist that you uphold your prior obligations of confidentiality. During your employment you agree not to improperly use or disclose any confidential information or trade secrets of any former employer (or others to whom you have an obligation of confidentiality). You agree not to bring any unpublished documents or any property belonging others onto EnterpriseDB premises without their written permission. In the performance of your duties you agree to use only information that is (a) generally known and used by persons with training and experience comparable to your own, (b) common knowledge in the industry or legally in the public domain, or (c) provided or developed by the Company.

While your title, your compensation, and other aspects of your employment with EnterpriseDB may change over time, this letter sets forth the entire understanding about the initial terms of your employment with the Company. This letter supersedes any prior discussions, oral or written, relating to your employment and the other matters discussed in this letter. You are also expected to adhere to all Company policies and processes that may or may not have been included in this offer letter.

## Offer Validity and Start Date

Kindly confirm your acceptance by signing and returning the enclosed copy of this offer letter by **1<sup>st</sup> October 2015**. In case we do not receive your acceptance in writing, this offer shall stand withdrawn.

Your official start date will be on or before **1<sup>st</sup> December 2015**.

Dilip, we are excited that you have decided to join us, and we look forward to a productive relationship between you and EnterpriseDB. Please sign and return a copy of this letter as a sign of your acceptance.

Warm Regards

Manish Gupta  
Sr. Director Finance  
EnterpriseDB Software India Private Limited

**EnterpriseDB Software India Private Limited**  
**Annexure A**

**CTC Details**

	<b>Per Month (Rs)</b>	<b>Per Annum (Rs)</b>
Basic	82,833	994,000
HRA	38,458	461,500
Conveyance Allowance	1600	19,200
Medical Reimbursement	1,250	15,000
Provident Fund	19,880	238,560
LTA	4,167	50,000
Sodexho	2,200	26,400
Other Allowance	149,612	1,795,340
<b>Gross Total</b>	<b>300,000</b>	<b>3,600,000</b>

## Annexure B

As per Company Policy, you are entitled to Medical and Personal Accident Insurance benefits as detailed below:

### Medial Insurance Coverage Benefits

The Medical Insurance benefit will be for self and up to a maximum of 5 dependents (Spouse + 2 children + 2 Parents). The Insurance coverage amount will be up to a maximum of **Rs. 12,00,000 (Rupees Twelve Lakhs Only)** for self and dependents under the policy.

### Personal Accident Insurance Benefits

You will be insured for a maximum of **Rs. 15,00,000 (Rupees Fifteen Lakhs Only)** under Personal accident Insurance Policy.

## OFFER SUMMARY

**Offer Date:** 30<sup>th</sup> September, 2015  
**Employee Name:** Dilip Kumar

**Address:** B 406 Sai Sri Pride apartment, flower garden road  
Babusapalya, Bangalore 560043.

**Phone:** +91 98-8640-1805

**Personal E-Mail:** [dilipbalaut@gmail.com](mailto:dilipbalaut@gmail.com)

**Position Title:** Principal Software Engineer

**Manager:** Amit Kapila

**Start Date:** 1<sup>st</sup> December 2015

**Annual CTC:** Rs. 36,00,000/-

**Variable Compensation:** NIL

**PTO (leave):** 21

**Other Provisions:** NIL

I accept this offer of employment, including the conditions of employment set out above. I acknowledge that I will be an "at will" employee.

X  
\_\_\_\_\_  
Signature / Date

Manish Gupta  
Sr. Director Finance

X  
\_\_\_\_\_  
Signature/ Date

Name  
Employee

## **Joining Documents required**

Please bring the following documents, on your joining date:

1. Experience & Relieving Letter (Current & previous organization)
2. Offer & Appointment Letter (Current & previous organization)
3. Latest increment Letter (Current organization)
4. Address proof (Permanent & temporary)
5. Identity proof
6. Pan Card
7. 2 Passport Size photos
8. Educational certificates
9. Bank Account details (Either ICICI or HDFC bank )