



PRIVATE AND CONFIDENTIAL

December 01, 2021

Gaurav Singh,
BANGALORE, KARNATAKA

Dear Gaurav Singh,

It is with great pleasure that we invite you to join the exciting world of RAFAY SYSTEMS PRIVATE LIMITED, a company engaged in the business of software designing, development. As we continue to evolve, we look for people who are committed to leadership and our culture of innovation. We would like to invite you to join our team as **“Senior Software Engineer”** initially reporting to **Mr. Sudhir Babu Chinnamadela**.

Your scope of responsibilities will include those for which you are engaged, as well as any other duties given to you by your Manager from time to time. In accepting this offer of employment, you will be required to perform all responsibilities assigned to you with due care and diligence and in compliance with the direction of management. You are also required to perform these tasks during business hours and such reasonable additional time as may be necessary.

Compensation and Allowances

Your compensation components are outlined in Annexure A to this agreement. All amounts and allowances outlined in Annexure A are Pre-Tax amounts and will be taxable in accordance with the taxation laws in India. For allowances requiring reimbursement as non-taxable components, you will need to submit receipts/bills; otherwise, they will be paid as taxable components.

Benefits

Additional benefits and terms of employment are described in Annexure B. For more details on relevant policies and procedures, you should contact your Manager.

Travel and Relocation

You may be required to travel as part of your duties and relocate to another office upon reasonable notice. Relocation expenses will be met in accordance with Company policy.

Policies and Procedures

You are required to comply with all Company policies and procedures as they may be amended or added to from time to time.

Other Engagements

You are not allowed to work either full time, part time or in advisory, consultant, associate or any other role with any Company, organization, or any kind of freelance work till the time you are employed with the Company. You need to take specific approval in writing from your Manager before being associated or contributing to any forums, groups, projects or non-



profit seeking bodies. Any failure in this regard may be liable to dismissal by the Company without notice.

Termination

Your employment may be terminated by either party by giving two months' notice or two month's pays in lieu of notice to the other party. During the Training period, either party may terminate your employment by giving seven (7) days' notice or pay in lieu of such notice. In case the employee resigns/ give notice for termination of employment, the Company, at their sole discretion, may relieve the employee before expiry of the notice period without any financial liability or commitment to allow them to continue in service till the end of notice period.

The Company may terminate your employment without notice if you willfully disobey a lawful and reasonable instruction or direction, commit an act of misconduct, including but not limited to, fraud or dishonesty, or are habitually negligent in your duties, you will be liable to dismissal by the Company without notice or any pay in lieu of the same.

On termination, a reconciliation of reimbursements against monthly accrued allowances will be calculated. You agree for Company to offset any overpayment against any money owing to you on termination of employment.

Return of Company property

On termination of your employment, for any reason, you must immediately return to Company all Company property in whatever form, relating in any way to Company. Company is entitled to deduct or set off any amount owing to you on termination for the value of any property not returned, or amounts owing to Company.

Closing

This offer of employment is conditional upon the following:

- Signing the acceptance clause under the heading "Acceptance of Employment Offer".
- You are under no obligation to anyone, including any former employer, which prevents you from entering into this Agreement or restricts the activities or duties which may be assigned to you by the Company.
- All information provided by you is accurate, including academic credentials, if required.
- Successful completion of any background check or security clearance investigation.
- Satisfactory reference having been obtained from your previous and present employers.

To indicate your acceptance, please sign and return this employment offer to the Company within 7 days of this letter. If you do not return the required documents by this deadline, we will assume that you do not intend to accept this employment offer and it will be automatically withdrawn without further action on the part of Company.



We look forward to receiving your acceptance of this offer and joining our team.

Sincerely,
On behalf of RAFAY SYSTEMS PRIVATE LIMITED

A handwritten signature in blue ink, followed by a circular purple stamp. The stamp contains the text 'RAFAY SYSTEMS PRIVATE LIMITED' around the perimeter and 'Bangalore' in the center.

Venu Krishna Prasad,
Vice President, Engineering.

Acceptance of Employment Offer:

I, Gaurav Singh, have read, understood, and accept this offer of employment, as set forth above, with Company and will report on December 16, 2021.

Signature: _____

Date: _____

Attachments:

1. Annexure A – Compensation Structure Information
2. Annexure B – Benefit Summary
3. Laptop Issue & Usage Agreement
4. Joining Time Document Checklist
5. Agreement relating to Intellectual Property, Confidentiality & Non-Disclosure



Annexure A

Compensation Structure Information

Dear Gaurav Singh,

Your Total Cost to Company will be INR 40,00,000. This fixed pay consists of a number of allowances to ensure tax efficiency according to local taxation laws.

The breakdown of your basic salary and allowances are as follows –

Designation: **Senior Software Engineer**

Compensation Components	Amounts in INR
Basic Salary	20,00,000
Total Flexible Compensation	20,00,000
Housing Rent Allowance	8,00,000
Special Allowance	11,06,400
Professional Development	24,000
Phone Allowance	48,000
Provident Fund	21,600
Total Annual Salary	40,00,000
Total Cost to Company	40,00,000

All amounts and allowances above are pretax amounts and will be taxable in accordance with the taxation laws in India. For allowances requiring reimbursements, as non-taxable components, you will need to submit receipts/bills; otherwise, they will be paid as taxable components.

Annexure B

Terms & Benefits Summary* - (For Regular Full Time Employees)

Terms & Benefit Items (Applicable)	Description
Working Hours (Applicable)	The core working hours for employees are 9.30 am to 6.30 pm (Monday to Friday), unless otherwise specified by the employee's employment contract. You may be required to work for additional hours and days depending on your assigned commitments and deliverables.
Lunch Break (Applicable)	One hour break for lunch, tea/coffee for employees working 9.30am to 6.30pm
Notice Period (Applicable)	Two-month notice period unless otherwise specified by employment contract.
Mileage allowance (Not applicable)	Employees who are required to travel for business related purposes are eligible to claim actual costs incurred for the same as per Company's travel policy. Employees must submit their claims before 25 th of every month using online Payroll System.
Phone & Internet Allowance (Applicable)	Employees are required to avail mobile internet (at least 4G connection) on their Smartphones and Broadband Internet at their Home/ Place of Stay, to be connected and responsive to Business needs. Employees need to submit proof of such connection within 3 weeks of joining the Company to avail Benefits under this.
Medical Insurance (Optional)	Employees may enroll for medical insurance program for themselves, their spouse & 2 Kids (as applicable). The exact costs can be checked with your manager before opting for the program. Interested Employees should inform their managers within 2 weeks of joining the company. The cost of insurance shall be adjusted against Employee's CTC.
Annual Leave (Applicable)	Employees are eligible for 10 calendar days per annum (Apr-Mar). Annual Leave entitlement will be pro-rated for the first and last year of service. One third of the leave entitlement shall be allowed to be carried forward to the next year and must be cleared by June of the following year. The timing of annual leave should be discussed with and approved at least 2 weeks before by your Manager.
Country Holidays (mandated) (Applicable)	Employees will be entitled to 10 public holidays (including floating public holidays). Dates will be published at the beginning of each calendar year.

*The information in this summary is presented for the convenience of benefit plan and program participants only. If there are any discrepancies between the information in this summary and the applicable RAFAY benefit plan, the actual benefit plan document shall, in all cases, govern. In accordance with each plan and/or program, Company reserves the right to amend or discontinue the plan and/or program described in this summary at any time without prior notice to, or consent by, employees.