



9th April, 2020

**Message from Sunil Gopinath
CEO - Rakuten India Enterprise Private Limited**

Welcome to Rakuten India!

The word Rakuten stands for "Optimism". It means we believe in the future.

We invite you to a diverse, dynamic and open corporate culture that fosters the exchange of diverse ideas.

The company's workforce is made up of talented employees from more than 70 countries and regions. To build a great company we must have the most talented people working with us. I believe at Rakuten India, we are fortunate to have talented people, and I am glad to have you join our extraordinary team.

We understand that beginning at a new organization is challenging, and I want your transition to be as smooth as possible. Enjoy our onboarding process including our regular business, technology and innovation" updates (Asakai) that happen every Monday. You will be part of our networking events and information sessions. I encourage you to take this opportunity throughout the year.

Rakuten is always innovating, evolving and experimenting to create a better future. Everything we do empowers people, businesses and society through innovation and entrepreneurship.

It's a great time to be at Rakuten! I look forward to having you join our team and build upon our legacy of creating a great Company.

*

**Best Regards,
Sunil Gopinath**

**This is a computer generated communication and does not have a signature*



Ms. Neha Singh

Email: singhnehas.1110@gmail.com

Phone: +91 9480202179

Dear Neha,

Congratulations!

We are delighted to confirm your offer of employment as “**Associate Software Engineer**”, with Rakuten India Enterprise Private Limited.

Your confirmed joining date in Rakuten India is **13th April, 2020**.

Location:

You will be employed with Rakuten India office, Bengaluru. However, you may be asked to relocate to any other Rakuten offices when necessary. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant local policies of the Company in that work location.

Compensation:

Your Annual compensation is ₹750000/annum (INR Seven Lakhs and Fifty Thousand only). This includes a fixed salary component and variable annual performance incentive. The details of the compensation are presented in Annexure A.

Your employment will be governed by the terms & conditions presented in Annexure B. The terms of this letter shall remain confidential and are not to be disclosed to any third party.

We are very excited about the possibility of you joining us and take this opportunity to welcome you to Rakuten India.

We look forward to your confirmation to join us and be part of our success!

Sincerely,

For Rakuten India Enterprise Private Limited

Nalini George

Chief People Officer, Rakuten India

Candidate Acceptance Sign and Date

Rakuten India Enterprise Pvt Ltd

Crimson House Bengaluru, #19/2, Shrutha Complex, Primrose Rd, Off M.G. Road
Bangalore – 560025



Annexure A

Terms of Remuneration

Pay Component	Annual	
a) Annual Gross	₹ 714286	
a) *Annual Performance Bonus	₹ 35714	Paid half yearly
Annual Total Compensation (ATC)	₹750000	
Basic	₹ 285714	
HRA	₹ 114285	
**Employer PF Contribution	₹ 21600	
Special Allowance	₹ 292685	

In addition to the above you will be eligible for:

Joining Bonus of INR 50000/- (INR Fifty Thousand only) subject to the below conditions:

- Payable in single instalment as Joining Bonus if you are joining on or before the mentioned date.
- The Joining bonus will be credited along with your salary on completion of Three months in service.
- The Joining bonus amount will be withheld in case the employee resigns within Three months of service.
- The Joining bonus clause will stand nullified in case of your exit within 1 year. You shall be liable to pay back to company the entire amount paid as joining bonus mentioned in the points above.
- Any Income tax applicable against the Joining amount paid shall be on to your account.

Notes:

1. The amount shown above excludes any taxes as per applicable local tax laws
2. Annual Performance Bonus (*) is paid half yearly and it is an indicative figure that could vary based on your performance. Payment will be subject to your presence on the date of payout
3. Provident Fund (**) is a retirement plan where the employee can choose to contribute Option(i) ₹1,800 OR Option (ii) 12% of basic salary during the time of joining only. Employee and Employer PF contribution will be borne out of CTC itself
4. Gratuity is payable as per provisions of Gratuity Act (subject to completion of a service of 4 years and 8 months with Rakuten India)

Candidate Acceptance Sign and Date

Rakuten India Enterprise Pvt Ltd

Crimson House Bengaluru, #19/2, Shrutha Complex, Primrose Rd, Off M.G. Road
Bangalore – 560025



Annexure – B

Terms and Conditions of Employment

You shall be governed by the following terms and Conditions of Service during your employment with Rakuten India Enterprise Private Limited (hereafter referred to as the “Company”), and those that may be amended from time to time.

1. Statement of facts

The company has made the offer of employment on the basis of the bonafide statements and facts provided by you. A background verification will be conducted which is a mandatory requirement for all employees of Rakuten India to continue with this engagement.

2. Duties

- During working hours, you shall use your best energies and abilities to serve the Company faithfully and shall comply with the rules, regulations and procedures as notified by the Company in letter and spirit. You are expected at all times assiduously and to the best of your ability, experience and talent, perform all of the duties that may be assigned, from time to time by the Company.
- During the employment, you shall not directly or indirectly engage in any conduct averse to the best interests of the Company. Also, you shall not divulge any confidential information or violate any agreement with any third party including your prior employers or their clients.
- You may also at any time, be seconded/ transferred to or re-appointed by any of the Company's Affiliates, as the case may be. In such an event, you will be required to observe and comply with policies and regulations of the Company, seconded/ transferred/ re-appointed to.

3. Conduct

You shall at all times, maintain exemplary conduct and decorum and shall uphold honesty and integrity in all your actions. You shall honor and comply with all rules and regulations of the Company and statutory requirements, in letter and spirit.

4. Confidentiality

- You must maintain utmost secrecy with regard to confidential and proprietary information relating to the company. This information includes and is not limited to trade secrets, technical processes, finances, dealings with information relating to suppliers, employees, agents, distributors and customers.
- You shall not take copies of confidential documents or information for your own purposes and forthwith upon termination, you shall return to the Company all documents, records and accounts in any form (including but not limited to, electronic, mechanical, photographic, & optic recording) relating to matters concerning the business or dealings or affairs of the Company.
- You shall not during the employment and at all times thereafter do or say anything that may injure directly or indirectly damage the business of the Company.
- You shall maintain utmost confidentiality with regard to your compensation and benefits. You shall not discuss your compensation and benefits with anyone, but with the Manager you report to or the local HR head

Rakuten India Enterprise Pvt Ltd

Crimson House Bengaluru, #19/2, Shrutha Complex, Primrose Rd, Off M.G. Road
Bangalore – 560025



- You shall follow all Company confidentiality policies including IT security policies and Code of Ethics

5. Place of work

- You will be in employment at Rakuten India office but, as and when necessary you may work at other Rakuten group Company's offices.
- The Company reserves the right to transfer on a temporary or permanent basis to the other job functions or departments within the Company and assign such other duties as may be deemed fit in the interest of the Company.

6. Hours of work

- Specific working hours will be determined by your respective local Manager
- Depending on the needs of the department, you may be required to work outside the official hours for the proper performance and discharge of your duties.
- Depending on Business needs, you may be required to work on shift basis (applicable for certain teams). The shift timings will be notified by the Manager and may change from time to time with prior notice.

7. Probationary Period

You will be on a 90 days of assessment from the date of joining before the employment is made permanent. Rakuten India reserves the right to terminate the employment in case your performance, behavior and / or conduct during the probation period is found unsatisfactory, with immediate effect. Probation will be deemed confirmed/permanent if there is no communication from your Manager/HR regarding extension during the probation period. In case you wish to resign during the probation period, you are required to pay 60 days' basic salary in lieu of notice period shortfall. The Company reserves the right to either continue your employment during your notice period or relieve you with immediate effect at its discretion without payment of any entitlements.

8. Alternate Employment

As a full-time employee of Rakuten India, you are not allowed to undertake any other job, honorary or remunerative, employment, contract, freelance work, business, or assume any public office, without written permission from Rakuten India.

9. Background Verification

This offer and employment is subject to successful verification of your history of employment, educational qualifications, and other details deemed appropriate by the company. Any discrepancy in the verification of the declared information will result in termination of employment without notice or revocation of the offer.

10. Termination of Employment & Notice Period

The employment may be terminated at any time, either by you or Company without any reason by giving 60 calendar days' written notice or two months' basic salary in lieu of the notice to the other party.

If the termination is initiated by Company, the company will give 60 days' notice period or two months' basic salary in lieu of the notice to the employee. The Company reserves the right to waive off the notice period.

Rakuten India Enterprise Pvt Ltd

Crimson House Bengaluru, #19/2, Shrutha Complex, Primrose Rd, Off M.G. Road
Bangalore – 560025



If the termination is initiated by the employee, the employee must give 60 days' notice period. It is important to complete all activities related to knowledge transfer and training other employees as necessary. In some situations, Company can agree two months' basic salary payout in lieu of the notice to the company. The Company reserves the right to waive off the notice period and also allow your existing earned vacation to be adjusted against the entire or partial notice period.

The Company reserves the right to terminate your service at any time without notice period should you be guilty of misdemeanor, misconduct, negligence, or any breach of terms and conditions of your employment.

The Company has the right to recover any training, conferences, summits, events, classroom courses, web courses costs incurred for you during the preceding 12 months from the date of employment termination.

11. User and Non-Disclosure Agreement

You must not during the employment (other than in the proper performance of your duties) or at any time thereafter use for your own purposes or disclose to any third party any Confidential Material that You will be making use of/ acquiring or adding to and/ or which will be disclosed to You as a result of your relationship with the Company and You must use your best endeavors to prevent such disclosure.

All Confidential Material and all other Property which may have been made or prepared by You, or at your request or have come into your possession or under your control in the course of your employment or which relate in any way to the business (including prospective business) or the affairs of any member of the Company or any Affiliate of the Company or those of any customer, supplier, agent, distributor or sub-contractor of the Company or any Affiliate of the Company are, as between us deemed to be the Company's property. You must handover all such Property, to the Company immediately upon the termination of your employment (or at any earlier time on demand).

You must immediately inform the Company if you become aware of the possession, use or knowledge of any of the Confidential Material by any person not authorized to possess, use or have knowledge of the Confidential Material, whether during your employment or thereafter and you must at the Company's request provide such reasonable assistance as is, to deal with such event.

Nothing in this Clause will prevent you from disclosing Confidential Material where it is required to be disclosed by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceeding or claim or otherwise by applicable law, provided you promptly inform the Company of such requirement.

12. Ownership of Intellectual Property/ Inventions

For the purposes of this Clause, "Intellectual Property" includes copyrights, patents, trademarks and design rights (whether registered or unregistered), and any applications for such rights, discoveries, inventions, confidential information, know-how and all other equivalent or related rights worldwide.

If at any time during the course of the employment, an employee may create or discover or participate in the creation or discovery of any Intellectual Property relating to or capable of being used in the Company's business or the business of any Affiliate from time to time, employee must immediately communicate full details of the Intellectual Property to the Company and such Intellectual Property shall be the Company's or any Affiliate's absolute property worldwide.



At the Company's request and expense, an employee will give and supply all information and assistance as may be required to enable the Company to exploit the Intellectual Property and in this connection will assign, make, execute and deliver all and any documents requested by the Company and in relation to such Intellectual Property, do all things that may be necessary or desirable for obtaining, maintaining, extending and if necessary, enforcing and defending, protection for and/ or assigning to the Company or any Affiliate.

An employee will assign to the Company by way of future assignment all copyrights arising in any works or material produced by you during your employment and will do nothing during or after the employment to affect or imperil the validity of any Intellectual Property rights obtained, applied for or to be applied for by the Company or any Affiliate and in particular. Employee will not publish or disclose any information or materials relating to any such Intellectual Property without the Company's prior written consent.

Employee hereby waive absolutely the moral rights (if any) in respect of any such Intellectual Property.

13. Non-Compete and Non-Solicitation Clause

During the term of this employment and for a period of 12 months after the termination of your employment with the Company.

- (a) You will not directly or indirectly be associated with, manage, operate, control, invest in, or participate in the ownership, management and operation of, undertake, carry on or be employed, engaged or interested in any capacity, or advise, a company or firm that is in business which is competitive with a certain business of the company, unless with the specific approval of the company, in writing.
- (a) You shall not interfere with or endeavor to entice away from employment or engagement with the Company or any other Affiliate of the Company (or procure or assist the solicitation, interference with or enticement of) any employee, independent contractor and/ or consultant or do any act whereby such employee, independent contractor and or consultant as the case may be is encouraged to terminate their employment or engagement, with the Company or any other Affiliate of the Company.
- (b) You shall not directly or indirectly, induce or attempt to induce any customer, supplier, dealers, licensee, agents or business relations to cease doing business with the Company, or in any way interfere with the relationship between any customer, supplier, licensee or business entity and the Company or any Affiliate of the Company.

14. Retirement Age

The retirement age in the company will be Sixty (60) years.

15. Miscellaneous

This letter represents the entire agreement between the parties with respect to your employment by the Company and supersedes any previous written or verbal agreement between the parties in relation to this matter.

I have read and understood the terms of the Offer Letter and accept the above-mentioned terms and conditions of employment with the Rakuten India Enterprise Private Limited.

Candidate Acceptance Sign and Date