# Employment Agreement

Date **<<DD-MMM-YYYY>>**

Dear **<<First Name>>**,

This letter outlines the terms and conditions of your at-will employment with Affine, Inc. (“Affine”) and overrides any other discussions regarding your employment.

Position and Schedule: Your position is <<Designation>>, a full-time exempt position in our office at **Wilmington, DE.** Your start date is <<DOJ DD-MMM-YYYY>>.

Duties and Reporting: You will report directly to the Manager as determined by Affine. You agree to devote your full business time and best efforts to the performance of your duties and to the furtherance of the interests of Affine, as well as such other duties and responsibilities that may be assigned to you from time to time by the Reporting Manager.

Compensation: In consideration of your services, you will be paid an annual salary of **$<<CTC in number>> (USD <<CTC in words>> only)** per year which includes a discretionary bonus based on performance of 5%, payable in accordance with Affine’ s standard payroll practices and subject to all withholdings and deductions as required by law. Your salary will be paid in accordance with the companies’ standard payroll.

Vacation: You will receive Fifteen (15) paid vacation days per fiscal year, subject to proration in your first year, which accrue at a rate of four (4) days for first three quarters and three (3) days in the last quarter. Vacation is to be used during the year it is earned, however, a maximum of ten (10) vacation days may be carried over into the next year. Vacation must be pre-approved and may be subject to other policies adopted by Affine. Personal emergency days and sick days are generally accrued per Affines’ policies and applicable state law.

Other Benefits: Upon meeting eligibility requirements under the respective plans, you will be eligible to participate in Affine’s benefit plans and programs generally available to its full- time employees, including group health, retirement, and other benefits as may be made available to eligible Affine employees and as required by applicable local and state law. Affine reserves the right to amend or cancel any employee benefit plan or program at any time in its sole discretion, subject to the terms of the applicable employee benefit plan or program and applicable law.

Expenses: Affine shall pay or reimburse you for reasonable travel, entertainment or other approved expenses incurred by you in the furtherance of or in connection with the performance of your duties hereunder and in accordance with Affine’s established policies. Normal and reasonable expenses shall be reimbursed on a monthly basis and upon completion of the appropriate expense request form(s) supplied by Affine. However, the company has the right to recover any relocation expenses incurred at the time of relocation of the employee, should the employee leave the company prior to completing Ninety (90) days at Affine.

Non-Solicitation/Confidentiality/Non-Competition Agreement: You agree that your continued employment is contingent upon your signing and entering into the attached Restrictive Covenants Agreement.

Intellectual Property Policy: The Intellectual Property Policy (this “IP Policy”) shall form the basis for Affine Analytics Private Limited (the “Company”) to ascertain ownership of the intellectual property rights in Inventions and/or other Materials that may be invented/ created by an Employee during the course of his employment with the Company. The Employee shall not disclose the Confidential Information to any third party without the prior written consent of the Company.

Compliance with Policies: You also agree that you will comply in all material respects with all other policies and procedures of Affine, including Affine’ s Employee Handbook.

At-Will Employment: You acknowledge that you are employed by Affine for an indefinite period of time and on a terminable-at-will basis. The terms of your employment with Affine may be revoked, terminated, changed, or modified by Affine with or without cause, without notice, and without any liability on the part of Affine.

Termination: Affine may terminate your employment with or without cause. If Affine terminates employment without cause, you shall be entitled to an additional three (3) weeks of your base salary, payable within forty- five (45) days from the date of termination.

If Affine terminates your employment with cause, you shall not be entitled to the severance pay detailed above. For purposes of this section, “cause” shall mean (A) gross negligence or willful misconduct in the performance of your duties; (B) repeated unexplained or unjustified absence from Affine or a substantial and continuing failure to perform duties for Affine (other than by reason of medical incapacity); (C) material and willful violation of any local, state or federal law; (D) refusal or failure to act in accordance with any specific lawful direction or order of Affine; (E) commission of any act of fraud or financial dishonesty with respect to Affine or its stockholders, customers or business partners; (F) commission of a

felony or a crime involving moral turpitude which has or may result in material harm to Affine or its business, prospects or reputation or impairs your ability to fulfill your duties to Affine, in each case as determined by Affine; or (G) any material breach of obligations under this Agreement. Further details relating to termination on the account of misconduct shall be as per Affine’ spolicies.

Resignation: You may resign from employment with Affine upon giving twenty-eight (28) days’ notice in the company. Upon said notice, Affine shall then have the option of requiring that you complete the duration of employment or any portion thereof.

Should Affine choose to allow you to leave Affine at the time of giving said notice or at any time during the notice period, Affine shall (i) pay any earned but yet unpaid salary and (ii) continue to pay the salary through the balance of the notice period, to you, processed on the completion of 45 days from the date of relieving along with that month’s salary payout.

No Restrictions: You confirm that you are able to carry out the work that this position would involve without breaching any legal restrictions on your activities, such as restrictions imposed by a former employer. By signing this letter, you confirm that you have provided Affine with any agreement concerning obligations you owe to a former employer, including any confidentiality agreement, non- solicitation agreement, or noncompetition agreement.

Eligibility: For purposes of federal immigration law, as a condition to employment, you are required to provide to Affine documentary evidence of your identity and eligibility for employment in the United States of America.

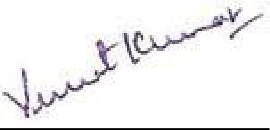
Liquidated damages (For Visa cases only): In the event that you decide to leave your employment with Affine post initiation of your visa and documentation submission to the lawyers for the purpose of visa through no fault of Affine, so that Affine may recover bona fide liquidated damages. In such a scenario, you agree to pay Affine the fees incurred on your visa application(s) on actuals, which will be reduced monthly on a prorated basis from the date of approval for a period of 24 months or up-to $5,000.00, whichever is lower.

Governing Law: For any dispute arising under or regarding this offer letter, the laws of the State in which or as to which you primarily performed or provided services for Affine at the time the dispute arose (or of the last State in which or as to which you primarily performed or provided services for Affine for disputes arising post-employment) will apply, without regard to the principles of conflicts of law.

All of us at Affine are excited at the prospect of you joining our team. If you have any questions about the above details, please reach out to your recruiter.

If you wish to accept this position, please sign below, and return this letter agreement to offer@affine.ai within 3 days. Very truly yours,

By:



Vineet Kumar

Co-Founder, CEO - US Affine Inc.

Acceptance of Offer: I have read and understood, and I accept all the terms of the offer of employment as set forth in the foregoing letter. I have not relied on any agreements or representations, express or implied, that are not set forth expressly in the foregoing letter, and this letter supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter of this letter.

**<<Full Name>>**

Signed

Date:

Note: All the above terms & conditions are subject to revisions per Management’s discretion. Please refer to the Employee Handbook for all Affine Policies.