



Acceldata Technology PVT LTD
IndiQube Celestia, Site No. 19 & 20,
Koramangala 1A Block, SBI Colony,
Koramangala, Bengaluru,
Karnataka 560034

May 28, 2021

Yash Choube

Guljari Plot , Nachangaon Road Pulgaon,
Wardha, Maharashtra - 442302.

Dear Yash,

Congratulations! It is indeed our pleasure to offer you the position of **SDET** in our company, **Acceldata Technology Private Limited**.

This Letter of Invitation includes Details of Compensation and Annexure as listed below:

Annexure 1: Terms and Conditions

Annexure 2: Compensation Details

To accept this offer, please sign and return one copy of this offer letter and annexure to your manager at the address mentioned in the letter and retain the other copy for your records. We request you to keep this offer letter confidential. We would like to receive the accepted and signed copy of this letter within 5 working days from receipt. In the absence of this acceptance, The Company reserves the right to withdraw the offer made to you, before your acceptance, without providing any reasons to you. Further, the Company also reserves the right to withdraw the offer made to you even after the acceptance of such offer by you, if the Company becomes aware of any material information that may have been concealed or misrepresented by you at the time the offer was made by the Company.

Additionally, you will be paid a joining bonus of **INR 1,00,000/-**. The joining bonus is a one-time payment that will be paid with the fourth month's salary. In the unlikely event you choose to leave the Company or if your services are terminated for any reason whatsoever before the completion of one year of employment with the Company, the joining bonus will be construed as debt due to the Company and shall be fully repaid by you before your last working day. Deduction of income tax/statutory dues will be made per applicable law.

The proposed start date of your employment at **Acceldata Technology Private Limited** is **8th July 2021**. Please confirm the date of joining along with your acceptance. In case you do not report at the job on or prior to the agreed upon date, it shall be deemed that you have declined this offer. Welcome to the Acceldata Family! We wish you a long and fruitful career in **Acceldata Technology Private Limited**.


Yours Sincerely,

DocuSigned by:

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Ashwin Rajeev

Co-founder and CTO - Acceldata Technology Private Limited

DocuSigned by:

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Acceptance Signature

Name: Yash Choube



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ANNEXURE 1: Terms and Conditions

1. Posting: Your current posting will be in Bangalore, India. You will be required to attend office during normal business hours (9:00 AM to 6:30 PM). However, your services are transferable and can be seconded or deputed by the Company to any group company operation in India or abroad; whether existing as on the date of your appointment/contract or to be established thereafter at the discretion of the Company or to any operation under the management and/or ownership of the Company including any joint venture in which the Company is a participant or to any subsidiary or associate of the Company.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks (which may include criminal checks, verification of previous employment, educational verification, credit check and appropriate identification verification) being conducted either by Acceldata Technology Private Limited or an appropriate third party, and the results of such background checks being favorable in Acceldata's reasonable opinion. If the results of the back-ground verification are not satisfactory, then this offer of appointment will be void or will become void, on notice by Acceldata Technology Private Ltd. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining. You may be required to work from Monday to Friday or as per company policy applicable to your area of function, for such hours as are necessary to suit the Company's requirements and for the proper discharge of the Employee's duties. You may also be required to attend duties on Public Holidays as per the exigencies of work. However, the maximum number of working hours per week shall not exceed the provisions of the applicable law. In the event that you are required to work for more than 48 hours in a week, you shall be informed of the same by your immediate supervisor.

2. Leave: You are entitled to 18 days of leaves in one calendar year, segregated into days of Earned leave, days of Casual leave; the leaves will be governed by the Leave Policy of the Company.

3. Rules: You will be required to abide by the rules and regulations of the office and are required to maintain the code of conduct and disciplinary rules, which may be framed or modified from time to time.

4. Efficiency: During your employment, you will employ yourself efficiently and diligently to the best of your ability and devote your whole time and attention to the interest of the company and generally carry out duties and work as assigned to you and shall obey and comply with all the lawful orders and directions given to you by the Management. You shall honestly, diligently, faithfully and obediently serve the organization and use your utmost endeavor to promote the interest of the company.

5. PIIA: On joining you will be required to sign a **PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT & NON-COMPETE AGREEMENT** (copy attached).

6. Joining Documents. At the time of joining, you are required to submit the following documents:

- Copy of all education certificates and grade sheets.
- 2 passport size photographs.
- Copy of your passport or any other identity proof.

7. Termination: Your employment is subject to termination by the Company giving thirty (30) days' notice. Company is not bound to give any reason thereof. The Company reserves the right to pay salary in lieu of the notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even before the expiry of the notice period with or without compensating for the unexpired period and is not bound to give any reason thereof. On acceptance of the separation notice, before you are relieved, you will hand over to the Company all the information and data of the Company including, but not limited to, correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings and you shall not use, reproduce or retain any copies of these items.

8. Probation Clause: Your initial employment status with the Company will be probationary for a period of Six (6) months from the actual date your employment with the Company commences. Your employment status with the Company will remain probationary until you are expressly confirmed to have achieved regular employment status with the Company. The probation period may be curtailed or extended by the Company at its sole discretion without assigning any reasons. During your probationary period your employment with the Company may be terminated at any time, without notice or commission or assigning of any reasons thereof and at the sole discretion of the Company. During the probationary period your performance and work behaviour will be thoroughly assessed and evaluated by management and only on satisfactory completion of your initial or extended probationary period you will be confirmed in the regular service of the Company on such terms and conditions as decided by the Company. Your confirmation of regular employment status with the Company will be communicated to you in writing.

9. You may also terminate your employment with the Company by giving thirty (30) days prior written notice to the Company. Further, the Company may at its sole discretion relieve you from such date as it may deem fit even before the expiry of the notice period in lieu of you compensating the Company for the unexpired period, being payment of your full salary for such unexpired period. On acceptance of the separation notice, before you are relieved, you will hand over to the Company all the information and data of the Company including, but not limited to, correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings and you shall not use, reproduce or retain any copies of these items.

Your age of retirement will be sixty (60) years. The Company, however, reserves the right to retire your services upon your attaining the age of superannuation or earlier if you are not found physically or mentally fit.



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Confidentiality:

a. You shall not disclose to any unauthorized person, either during or after your employment with the Company, any information about the interest or business of the Company or any affiliated companies. You shall not communicate to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, any information, data or documents, official or otherwise, relating to the Company except with prior written consent of an authorized officer of the Company. Any invention, development, process, adaptation or improvement in procedure or other matters or work including any artistic, literary or other work which can be the subject matter of copyright rights whatsoever, made, developed or discovered by you either alone or jointly with any other person or persons while in employment of the Company, in connection with or in any way affecting or relating to the business of the Company or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company.

b. You will not during your employment with the Company or at any time thereafter, divulge or make known any information in any way whatsoever relating to the Company or its business or of its customer and/or any other information, secret processes of data and material, which may come to your knowledge during the course of your employment. You will always maintain strict secrecy regarding any technical employment. You will not divulge any information regarding Intellectual Property, software process, technical know-how, security arrangements, administrative accounts, marketing areas, organization matters pertaining to the company whether confidential or otherwise, patented or non-patented, operational, technical or financial either pertaining to the company, or its customers, vendors, or internal processes, orally, inscribed, recorded, written electronically processed either tapes, disks, chips, floppies or any other form of communication like films, microfilms, drawings etc to anyone else, without the prior approval of the company. It is absolutely at the discretion of the company to decide whether any information is divulged under the normal course of business and the employee in any manner cannot challenge the same.

c. You hereby confirm that you have disclosed, fully to the Company, all your business, interests whether or not they are similar to or in conflict with the businesses or activities of the Company and all circumstances in respect of which there is or there might be, a conflict of interest between the Company and you or any immediate relative or associate. You agree to disclose, fully to the Company, any such interest or circumstances that may arise during your employment immediately upon such interest or circumstances arriving. Upon separating your employment with the Company, you shall forthwith return to the Company all the assets and property of the Company (including any leased properties), documents, files, books, papers, memos or any other property of the Company in your possession or under your control.

d. You will be required to execute a Proprietary Information Agreement ("PIA") with the Company before commencing employment. A copy of this document is included with this offer. If this offer is acceptable, please indicate your approval by signing below and returning a copy of this letter and your signed PIA to our Bangalore office.



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10. Termination for cause: If at any time during your employment you will be found guilty of misconduct or any willful breach or continuous negligence of the terms of this appointment letter or of rules and/or regulations governing your employment or of dereliction of duties and/or instructions given to you from time to time, ("Non-Performance") or for fraud, theft or other material cause, the Company may terminate your employment with the company immediately and will not make the company liable to pay Notice Period as specified in Clause 7 of the Terms and Conditions of this offer letter.

If any declaration given or information furnished by you to the company proves to be false or if you are found to have willfully suppressed or concealed any material information, the same shall be considered as material cause, making you liable for removal from services without any notice.

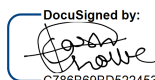
11. Return of Confidential Information.: On termination of this contract, whether with or without cause, you will immediately give to the company all correspondence, specifications, formulae, books/documents, effects, market data, cost data, drawings or records, etc., belonging to the company or relating to its business and shall not retain or make copies of these items.

12. Responsibilities & Duties: Your work in the organization will be subject to the rules and regulations of the organization as laid down in relation to conduct, discipline and other matters. You will always be alive to the responsibilities and duties attached to your position and conduct yourself accordingly. In view of your office, you must effectively perform to ensure results.

13. Conflict of Interest: Your position with the Company calls for your whole-time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade of business, without the written permission from the Company.

14. Absence without permission.: If you are absent from your duties without prior written permission or notification for ten (10) consecutive workdays, you will be deemed to have abandoned service voluntarily without giving due notice and your name will be struck off the rolls.

15. Dispute Resolution: This Offer Letter shall be subject to the laws of India. Any disputes, differences or claims under or in relation to this Offer Letter and any consequent matters shall be referred to arbitration. Arbitration proceedings shall be held in Bangalore, India, conducted by a Sole Arbitrator to be nominated by the Company. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment thereof. Subject to the above, only the courts in Bangalore, India, shall have exclusive jurisdiction to try any disputes in relation to this Offer Letter and any consequent matters.

DocuSigned by:

C736B88BD522453

Acceptance Signature

Name: Yash Choubey



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ANNEXURE 2: Compensation Details

Annual Base Pay	INR 15,00,000/-
Variable Bonus	INR 1,00,000/-
Stock Options	1000 Units

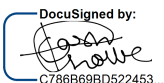
Fixed Salary: Breakup of the fixed "Annual Base Pay" is (i) Basic salary is 40%; (ii) HRA is 50% of Basic salary; (iii) Special Allowance; and (iv) Employer share of Provident Fund.

Variable Pay: A performance linked incentive payment of up to INR **1,00,000/-** will be given based on completing the targets assigned to you. The discretion of the performance linked payout will be with the management team and its decision would be deemed final. Incentive payments will be made within 5 weeks of the close of the fiscal quarter just completed. In case you join in the middle of the quarter you shall be entitled to incentive calculated on a pro-rata basis for that period. No Variable Pay shall be payable by the Company in case you are serving a notice period at the close of the concerned fiscal quarter or at the time of declaration of Variable Pay, as the case may be.

Summary of Benefits

	Particulars	Explanation
A	Leave Entitlement	Employees are eligible for 18 days leave per calendar year. Additional leave entitlement includes Maternity, Paternity, Marriage leave/ Bereavement leave
B	Flexible working Hours	In line with Philosophy of work-life Integration, Acceldata Technology Private Limited provides a flexible work environment to its employees. Laptops are provided to employees based on Business requirements.
C	Medical Benefits	Group Hospitalization insurance of INR 6,00,000/- for employee, spouse and children is available. Employees can avail the insurance coverage for Parents/parents-in-law on payment of premium due.

I hereby understand and accept this offer letter.

Signature:  C786B69BD522453...

Name: Yash Choube

Date: 5/30/2021