



Yugabyte Software Private Limited

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STRICTLY PRIVATE AND CONFIDENTIAL

BY E-MAIL (sagrawal@yugabyte.com)

September 25, 2023

Shubham Agrawal

11, Krishna Nagar 2nd,
Near Hema Public School,
Agra Road, Jaipur 302031

Dear Shubham:

Subject: Offer for Employment

Yugabyte Software Private Limited (“**Yugabyte India**”) is pleased to offer you an opportunity for full-time employment in the position of **Software Development Engineer in Test**. You will initially report to the **Manager, Software Development & Test** and are required to follow directions given by the person(s) occupying that position or as delegated. Your location will be the **Bangalore** office, but you shall be working remotely until otherwise communicated by management.

Your total all-inclusive gross annual compensation on a cost-to-company basis will be **INR. 18,00,000**, which as detailed in **Annexure B** to this letter shall include your basic salary and various allowances which may be claimed in compliance with and subject to limits under, the applicable tax laws and Yugabyte India’s policies and practices. All payments by Yugabyte India shall be subject to statutory deductions and contributions. Any provident fund and/or pension fund contribution that Yugabyte India shall be required to make on your behalf shall be deducted from your salary. The terms and conditions of your employment with Yugabyte India are set out within **Annexure A** to this letter.

Please note that this offer for employment is contingent upon (1) successful completion by Yugabyte India of your background checks; (2) your full and complete disclosure to Yugabyte India of any and all agreements (non-competition, non-solicitation, employment, confidentiality or otherwise) with any prior employer, clients, principals, partners or others which in any way may limit you either contractually or otherwise from engaging in any business activities required or contemplated by Yugabyte India in this offer for employment; and (3) there being no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder

and/or upon Yugabyte India. Yugabyte India reserves the right to withdraw this offer or terminate your employment without any obligation whatsoever in the event that it receives any negative background check results or determines that any contractual or other obligation may limit your ability to engage in business activities for Yugabyte India or if you are found to be part of any pending investigation (whether judicial, quasi-judicial or otherwise).

If you wish to accept our offer along with the terms and conditions hereunder, please sign and return to the undersigned a duplicate copy of this letter along with the Annexures within 5 days from the date of this letter. This offer shall automatically lapse unless you confirm your acceptance and return to us a copy within the prescribed time. Upon your acceptance of this offer for employment and subject to successful completion of your background checks by Yugabyte India, you will be required to join on **October 9, 2023** or such later date as may be communicated to you by Yugabyte India.

Should you accept this offer, you are requested to provide Yugabyte India with copies of the documents as listed out in **Annexure C** (unless provided earlier).

Please treat this letter and its contents as strictly confidential and do not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without Yugabyte India's prior written consent. Your salary and benefits are confidential and you should refrain from discussing it with other employees of Yugabyte India.

If you have any questions in relation to this offer, please contact the undersigned.

Yours sincerely,

For YugaByte Software Private Limited

Kannan Muthukkaruppan

President

Authorised signatory

Acceptance

I hereby accept the offer along with the terms and conditions of employment with YugaByte Software Private Limited. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Sign: _____

Name: _____

Annexure A

Terms and Conditions of Employment

1. INTRODUCTION

Yugabyte India's offer of employment is based on the particulars, information and declarations provided by you. If at any time it is observed that the information provided by you is false or misleading or there is any concealment of facts by you, Yugabyte India reserves the right to immediately terminate your employment.

2. DUTIES AND RESPONSIBILITIES, TRANSFER, ETC.

- 2.1 Your duties and responsibilities are set out within the job description attached herewith in the **Appendix**. You may be required to perform other duties as required by Yugabyte India from time to time. You shall not refuse to perform other duties and undertake responsibilities as and when called upon by your reporting manager, if any.
- 2.2 During the term of your employment, Yugabyte India may require you to work with other consultants, advisors, employees, officers and directors of Yugabyte India and entities with which Yugabyte India has contracted with, or may have a contract with in the future and you agree to do in accordance with the instructions received from Yugabyte India from time to time.
- 2.3 You shall deliver reports, assignments to Yugabyte India in the manner prescribed by Yugabyte India and in accordance with the requirements of the entities with which Yugabyte India has contracted, currently or in future.
- 2.4 In addition to your day to day responsibilities, you are also expected to record and report information concerning your work. You are required to record information accurately, honestly, and maintain and submit to Yugabyte India's corporate office, records of financial transactions as per policies, rules and regulations of Yugabyte India.
- 2.5 During the term of your employment, in addition to your assigned tasks and work responsibilities, Yugabyte India may require you to interact and work directly or indirectly with external entities and/or authorized representatives of such entities. While dealing or working with such associates, you are expected to act as a brand ambassador of Yugabyte India through courteous conduct, positive behaviour, cooperative attitude and working skills so that the reputation and goodwill of Yugabyte India is enhanced and not adversely effected. Any

omission or commission on your part, brought to the notice of Yugabyte India may result in strict disciplinary action against you, including but not limited to termination of employment.

- 2.6 Depending on business needs, Yugabyte India may, at its sole discretion, change your designation or transfer you to any other team, department or offices of Yugabyte India or of its affiliates.
- 2.7 Yugabyte India has a right to assign, second or depute you to any affiliates, departments, subsidiaries or associate companies of Yugabyte India or to any group companies in which Yugabyte India may have an interest whether existing or which may be set up or established or acquired in future in any other location in India or to any third parties. Yugabyte India does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer, you will be governed by the relocation policies and policies of Yugabyte India existing at that time.
- 2.8 During the term of your employment, you agree to devote all your skill, knowledge and working time to the conscientious performance of your duties and responsibilities and agree to perform your duties with diligence and devotion. Since this is a full-time employment with Yugabyte India, while in the employment of Yugabyte India, you are not allowed to be employed in any other organization on a permanent, temporary or part time basis nor shall you offer your services with or without consideration to any physical person, legal entity or public authority or be occupied in your own business, without the prior written consent of Yugabyte India. You will comply with all directions given to you by Yugabyte India and faithfully observe all the rules, regulations, and arrangements applicable to you.
- 2.9 Your employment will, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by Yugabyte India from time to time, including those as may be provided in Yugabyte India's Employee Handbook and other policies and procedures that may apply.
- 2.10 You shall be medically fit to perform the duties assigned to you. You may be required by Yugabyte India to undergo a medical assessment from time to time to determine whether you are medically fit.
- 2.11 You shall not make any false, defamatory or disparaging statements about Yugabyte India, its employees, officers or directors.

- 2.12 You shall not engage in activities that could result in a conflict of interest with Yugabyte India without prior approval from your manager. Any conflict of interest or potential conflict of interest shall be immediately disclosed to Yugabyte India.
- 2.13 Your employment will also be governed by statutory laws enacted by the government or local authorities as may be applicable from time to time. You shall comply with all applicable laws, regulations, and governmental orders of India, now or hereafter in effect, relating to your employment by Yugabyte India, including but not limited to the provisions of the Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States of America and the Bribery Act 2010 of the United Kingdom. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with Yugabyte India, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with Yugabyte India's business.

3. REMUNERATION AND BENEFITS

- 3.1 Your total all-inclusive gross annual compensation on a cost-to-company basis is as provided in the offer letter. Your salary, payable on a monthly basis, shall be inclusive of the applicable statutory benefits, if any, and tax to be deducted at source by Yugabyte India. Any contributions (including but not limited to any provident fund contributions) to be made by Yugabyte India on your behalf shall be deducted from your salary.
- 3.2 Your compensation may be amended from time to time by Yugabyte India at its sole discretion. You understand and acknowledge that any future increments, promotions or any other incentives shall be based on your performance during employment and solely at the discretion of Yugabyte India.
- 3.3 Yugabyte India may offer certain employee benefits to you, subject to and in accordance with the applicable benefit plan(s), as may be amended from time to time. Female employees shall be entitled to maternity benefits as described in Yugabyte India Policies and subject to the terms provided therein. You shall also be eligible to receive compensation for workplace related injuries as per applicable laws and Yugabyte India policies.

- 3.4 Yugabyte India reserves the right to amend, alter or cease to provide (without compensation) any benefit (including any commission plan or incentive based pay) at any time. You may request Yugabyte India for more information in relation to the currently applicable benefits.
- 3.5 You are entitled to leaves and public holidays in accordance with Yugabyte India's policies.

4. WORK LOCATION AND HOURS OF WORK

- 4.1 You shall be, for the purpose of your employment with Yugabyte India currently located at the **Bangalore** office, but you shall be working remotely until otherwise communicated by management. Yugabyte India reserves the right to change the office location or relocate you to an office or otherwise, as may be desired by Yugabyte India from time to time.
- 4.2 Your work hours shall be as stipulated under Yugabyte India policies. However, you may be required to work additional hours as and when necessary to properly and effectively perform your duties and responsibilities.
- 4.3 Yugabyte India may require you from time to time, to travel to locations in India or overseas and work out of client's/customer sites. Yugabyte India may also require you to engage in travel on behalf of Yugabyte India, and to work night hours, required by the nature of the business of Yugabyte India. You expressly agree to accept such travel and hours of work without any additional compensation. Reasonable and necessary professional expenses for travel and lodging, incurred by you, in furtherance of Yugabyte India business, shall be reimbursed to you in accordance with the standard policies of Yugabyte India, as in effect from time to time, upon presentation of documentary evidence that is acceptable to Yugabyte India.

5. SECRECY & CONFIDENTIALITY

- 5.1 You shall not during and after termination of your employment with Yugabyte India, give out, publish, disclose, disseminate or divulge to any person or entity, by word of mouth or otherwise, the "**Proprietary and Confidential Information**" of Yugabyte India and or its clients/customers, that shall include but not limited to, all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, product details, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters etc.

which is communicated to you or acquired by you or which may have come to your knowledge by virtue of being an employee of Yugabyte India, and might be of a nature not generally known to others operating in Yugabyte India's area of business. You acknowledge that Yugabyte India has explained that such Proprietary and Confidential Information is the valuable property of Yugabyte India and/or their customers and is critical to the business of Yugabyte India. Further, you shall not at any time, whether during or after the period of employment with Yugabyte India, use such Proprietary or Confidential Information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other than Yugabyte India.

- 5.2 Notwithstanding the aforesaid provisions, you may disclose Proprietary and Confidential Information where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that you shall in such a case, give Yugabyte India a reasonable notice of any prospective disclosure and shall assist Yugabyte India in obtaining an exemption or protective order preventing such disclosure.
- 5.3 You shall return to Yugabyte India or to its nominees, Proprietary and Confidential Information, including copies thereof irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Proprietary and Confidential Information which is in your possession, power and control as and when called upon by Yugabyte India and upon termination, not later than the date of termination of employment or at the option of Yugabyte India, as the case may be, destroy the same and will not make or retain any copies of such Proprietary and Confidential Information.
- 5.4 The obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be employed by Yugabyte India or not.

6. INTELLECTUAL PROPERTY

- 6.1 You acknowledge Yugabyte India's proprietorship and sole ownership over all intellectual property i.e. any invention, product, process, know-how, formula, design, concept, idea, data, data base, statistics, or any other creation which is discovered, developed, created or conceived by you during the term of your employment with Yugabyte India, related to any business of Yugabyte India.
- 6.2 You hereby irrevocably, absolutely and perpetually assign worldwide rights including proprietary rights / intellectual property rights (i.e. trade secret, data

base, patent, copyright, trade name, trademark, design or application therefore, or any other commercial, industrial or intellectual property right of whatsoever nature, pertaining to any intellectual property) that subsist in you to Yugabyte India free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein shall revert to you, even if Yugabyte India does not exercise the rights under the assignment within a period of 1 year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You waive all your rights pertaining to such intellectual property which may not be assignable or transferable in law. You hereby undertake that no future claims, actions or demands will lie in respect of such waived rights pertaining to the intellectual property which may not be assignable or transferable in law.

- 6.3 To the extent any assignment of Intellectual Property cannot be made to the Yugabyte or its designees, for any reason whatsoever, you hereby irrevocably, absolutely and perpetually agree to assign to Yugabyte or its designees, all of the your right, title and interest including any and intellectual property rights therein or any part thereof. For the purpose of this letter, Intellectual Property includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments. You hereby also agree to waive all moral rights towards any such Intellectual Property. To the extent you retain any such moral rights under applicable law, you hereby ratify and consent to any action that may be taken with respect to such moral rights by or authorized by the Yugabyte, and agree not to assert any moral rights with respect thereto. You will confirm any such ratification, consent or agreement from time to time as requested by the Yugabyte. Furthermore, you agree that notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world and without any further compensation, the Company may and is hereby authorized to use your name, likeness and voice in

connection with promotion of its business, products and services, and to allow others to do the same.

- 6.4 You represent and warrant that you will not use or integrate any third-party materials or data that are not validly licensed to Yugabyte India in the intellectual property that you generate. You further represent and warrant that you have not violated the intellectual property rights of any third party, and that you shall not violate the intellectual property rights of any third party in the course of your employment with Yugabyte India. Provided that, in the event Yugabyte India is held liable for your violation of any intellectual property rights, you undertake to indemnify Yugabyte India or affiliate as the case may be, against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting therefrom.
- 6.5 If, in the course of your employment with Yugabyte, you incorporate any Intellectual Property into Yugabyte's product, process or machine, Yugabyte is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sub-licensees) to make, have made, modify, use and sell such Intellectual Property.
- 6.6 Should Yugabyte India be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any intellectual property rights, due to any cause, you hereby irrevocably designate and appoint Yugabyte India and each of its duly authorized officers and agents as your agent and attorney to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of intellectual property rights with the same force and effect as if executed and delivered by you. Yugabyte India reserves the right to appoint another attorney in lieu of the attorney as appointed hereinabove.

7. COMPANY SYSTEMS

You recognize and agree that you have no expectation of privacy with respect to Yugabyte's networks, telecommunications systems or information processing systems (including, without limitation, stored computer files, email messages and voicemail messages or other devices (including personal devices)) in which Yugabyte's Proprietary and Confidential Information resides, is stored or is passed through (collectively, "**Company Systems**"), and in order to ensure compliance with work rules and safety concerns, Yugabyte or its agents may monitor, at any time and without further notice to you, any Company Systems and any of your activity, files or messages on or using any Company Systems, regardless of whether such activity occurs on equipment owned by you or Yugabyte. I further agree that any property

situated on the Yugabyte's premises and owned, leased or otherwise possessed by the Yugabyte, including computers, computer files, email, voicemail, storage media, filing cabinets or other work areas, is subject to inspection by Yugabyte personnel at any time with or without notice. You understand and acknowledge that (A) any such searches or monitoring efforts are not formal accusations of wrongdoing but rather part of the procedure of an investigation and (B) refusal to consent to such a search may be grounds for discipline.

8. NON-COMPETE AND NON-SOLICIT

8.1 You hereby agree and undertake that during the term of your employment with Yugabyte and for a period of 12 months following the date on which your employment with Yugabyte is terminated for any reason whatsoever, you shall not, directly or indirectly, either as an individual on his own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function):

8.1.1 Enter the employ of, or render any other services to, any person engaged in a business which competes with the Business, if (i) you have prior knowledge of the same or (ii) you gain such knowledge during the term of employment or (iii) it is obvious to you.

8.1.2 Solicit and/or attempt to solicit employment of or advise any of the Yugabyte's existing employees or any person who was employed by Yugabyte within six (6) months prior to such solicitation or any person or organization providing services to or through Yugabyte and/or its affiliates to terminate his or her contract or relationship with Yugabyte or to accept any contract (directly or indirectly) or other arrangement for providing services to any other person or organization; or

8.1.3 Contact and/or attempt to contact any of the existing or prospective clients (i.e. any person or organization with whom Yugabyte and/or its affiliates is in advanced stages of exploring a professional or business relationship) of Yugabyte and/or its affiliates to entice such clients away from Yugabyte and/or its affiliates or to damage in any way their business relationship with Yugabyte and/or its affiliates or for the provision of substantially the same services provided to such clients by Yugabyte and/or its affiliates; or

8.1.4 Solicit and/or attempt to solicit or undertake employment with any client of Yugabyte and/or its affiliates or any organization where you have been taken or sent for training, deputation or secondment or professional work by Yugabyte

8.2 You hereby acknowledge and agree that the limitations as to time and the limitations of the character or nature placed in this clause are reasonable and fair and will not preclude you from earning a livelihood, nor will they

unreasonably impose limitations on your ability to earn a living. In addition, you agree and acknowledge that the potential harm to Yugabyte of the non-enforcement of this clause outweighs any potential harm to you and you have given careful consideration to the restraints imposed upon you by this letter, and you accept that this letter is in full accord as to your necessity for the reasonable and proper protection of Proprietary and Confidential Information and Intellectual Property of Yugabyte now existing or to be developed in the future. You expressly acknowledge and agree that each and every restraint imposed by this letter is reasonable with respect to subject matter, time period and geographical area.

- 8.3 It is expressly understood and agreed by you and Yugabyte that although you and Yugabyte consider the restrictions contained in this clause to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this letter is an unenforceable restriction you, the provisions of this letter shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this letter is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.
- 8.4 For all purposes of this clause, Yugabyte shall be construed to include Yugabyte and its affiliates.

9. TERMINATION OF EMPLOYMENT AND GARDEN LEAVE

- 9.1 Following the successful completion of your probationary period, your employment may be terminated at any time by either party by serving the other party, one (1) months' notice in writing. If you have given a notice to resign from services, you are expected and required to diligently serve the entire notice period. Yugabyte India may in its sole discretion, pay you in lieu of notice.
- 9.2 Notwithstanding the provisions of the previous sub-clause of this termination clause, or anything else to the contrary, Yugabyte India may terminate your employment with immediate effect without notice or payment in lieu of notice, for any of the following reasons:
- a) fraudulent, dishonest or undisciplined conduct on your part;
 - b) you are found to have wilfully suppressed material information or misrepresented or provided false information at the time of interview, appointment or during the course of employment;

- c) your breach of integrity, embezzlement, misappropriation, misuse or causing damage to Yugabyte India's property;
- d) your failure to comply with the directions given to you by your manager or any other authorised person;
- e) your insolvency or conviction for a criminal offence or you are found to be involved in any act which is punishable as an offence under the Indian Penal Code, 1860 within or outside the premises of Yugabyte India;
- f) your breach of the terms or conditions of this Agreement or Yugabyte India's policies or other directions of Yugabyte India;
- g) you abetting a strike in contravention of any law for the time being in force;
- h) your unauthorised absence for a continuous period of 10 days from work (including due to unapproved overstay of leave/ training);
- i) you conducting yourself in a manner which is regarded by Yugabyte India as prejudicial to its own interests or to the interests of its clients;
- j) any misconduct on your part as provided under labour laws or Yugabyte India policies.

9.3 Your employment with Yugabyte India shall automatically terminate upon your permanent disability, mental or physical illness which may hamper your working efficiency and performance or death.

9.4 You shall retire from Yugabyte India upon reaching the age of 60 years. Yugabyte India however reserves the right to extend the retirement age. For determination of age, the details in the documents furnished by you at the time of joining will be deemed to be final.

9.5 Yugabyte India shall be entitled to place you on 'garden leave' during any period of notice. During garden leave, you shall continue to be employed by Yugabyte India and shall be paid your annual salary and other applicable benefits. Yugabyte India reserves its right during garden leave to:

- a) cease to vest in or assign to you any powers or duties or to provide any work to you;
- b) change your designation or duties as Yugabyte India decides appropriate;
- c) prevent you contacting or communicating with any current, former or proposed clients, customers, employees, or vendors of Yugabyte India;
- d) exclude you from the premises of Yugabyte India; and/or
- e) announce to employees, clients, customers, vendors and other relevant persons of Yugabyte India that you have been given notice of termination or have resigned.

- 9.6 You hereby acknowledge and confirm to comply with any conditions laid down by Yugabyte India during the period of garden leave and accept that your duties of confidentiality and good faith continue to apply, together with all of the obligations contained in this letter.
- 9.7 Yugabyte India may set off any amounts owing and payable by you to Yugabyte India at the date of termination against any amount then payable to you by Yugabyte India.
- 9.8 If your employment is terminated by reason of the liquidation of Yugabyte India for the purpose of reconstruction, merger, spin-off, acquisition, amalgamation or by reason of any reorganisation of Yugabyte India or any other corporate action (including a transfer of establishment / unit / undertaking) and if you have been offered employment with Yugabyte India succeeding to Yugabyte India upon such event on terms no less favourable to you than the terms in effect under this Agreement then, you shall have no legal or contractual claim against Yugabyte India by reason of the termination of the employment.
- 9.9 You hereby agree that if the termination is found to be wrongful by an appropriate court in India, based on a non-appealable order, the maximum liability of Yugabyte India shall not exceed your fifteen (15) days' salary and statutory benefits for every year of service, in case Yugabyte India does not reinstate you in employment.
- 9.10 Upon termination of your employment with Yugabyte India for any reason, Yugabyte India may require you to sign a Separation and Release Agreement with Yugabyte India at no additional consideration or payment.

10. **AUTHORITY TO BIND YUGABYTE INDIA**

- 10.1 Unless authorised by Yugabyte India in writing, you shall not sign any contract or agreement that binds Yugabyte India or creates any obligation (financial or otherwise) upon Yugabyte India.
- 10.2 You shall also not enter into any commitments or dealings on behalf of Yugabyte India for which you have no express authority nor alter or be a party to any alteration of any principle or policy of Yugabyte India or exceed the authority or discretion vested in you without the previous sanction of Yugabyte India.

11. **SENSITIVE AND PERSONAL DATA OR INFORMATION**

11.1 Yugabyte India may, in connection with your employment collect sensitive personal data or information (“**SPDI**”) relating to you. Such SPDI may be collected from you and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means.

11.2 By accepting our offer, you expressly consent to the following: (i) the collection, use, processing and storage of your SPDI; (ii) the transfer worldwide of your SPDI held by Yugabyte India to other employees and offices of Yugabyte India’s worldwide organisation and to third parties where disclosure to such third parties is required in the normal course of business or by law; (iii) that you shall have read and understood Yugabyte India’s Privacy Policy, as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof; (iv) use of your personal images and voices in marketing material, videos, etc.; and (v) treating any personal data to which you have access in the course of your employment strictly in accordance with Yugabyte India policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

12. **RESPONSIBILITY FOR LOSS OR DAMAGE CAUSED DUE TO NEGLIGENCE, MISCONDUCT ETC.**

12.1 You shall be responsible for your act or conduct during the course of your employment with Yugabyte India. If any loss or damage is caused to Yugabyte India, its consultants, advisors, employees, officers, directors or entities with which Yugabyte India has contracted, on account of the negligence, misbehaviour or misconduct on your part, Yugabyte India shall be entitled to seek compensation for such damage or loss from you.

12.2 In case you fail to compensate Yugabyte India within ten (10) days of the demand so made by Yugabyte India, Yugabyte India shall be entitled to make deductions of the said amount from the remuneration payable to you by Yugabyte India in accordance with applicable laws and/or Yugabyte India reserves the right to subject you to strict disciplinary action including but not limited to termination of employment with Yugabyte India.

13. **INDEMNITY**

You shall indemnify and hold Yugabyte India harmless from and against any and all damages, loss, injury or liability for a claim of damage, loss or injury to person or property caused by or resulting from any of your act or omission to Yugabyte India, agents, principals or its employees or representatives which constitutes a breach of

the term of your employment or negligent performance of your duties as expected from you while in employment of Yugabyte India.

14. **PROBATION**

Your employment will be subject to three (3) months initial probationary period, which period shall commence from the date of your joining Yugabyte India. During the probationary period your employment can be terminated by Yugabyte India as per applicable laws. If your performance is satisfactory to Yugabyte India during this period, then Yugabyte India shall confirm the appointment in writing.

15. **NON-DISPARAGEMENT**

During the term of your employment with Yugabyte India and at all times thereafter, you will not make any false, defamatory or disparaging statements about Yugabyte India, or the employees, officers or directors of Yugabyte India that are reasonably likely to cause damage to any such entity or person.

16. **YUGABYTE INDIA'S POLICIES**

You shall comply with Yugabyte India's policies, rules and procedures as may be drafted, enforced, amended and/or altered from time to time during the course of your employment. This would include the policies contained in the Employee Handbook and Code of Conduct, if and when applicable.

17. **RETURN OF DOCUMENTS AND YUGABYTE INDIA PROPERTY**

17.1 On termination of your employment, you shall return to Yugabyte India all the assets and property, documents, files, books, papers, information, memos, compact disks, data files or other computer programs, confidential information of Yugabyte India or any other property and equipment (e.g., laptops, monitors) belonging to Yugabyte India in your possession or under your control (this includes all IP and any leased properties). You will be liable to pay damages including the cost of such goods, equipment etc. as may have been provided to you by Yugabyte India in case you fail to return the same in good condition.

17.2 You shall also return to Yugabyte India any Letter of Authority or Power of Attorney on demand or on termination of your employment.

18. NOTICES

18.1 Any notices, approvals or requests required or permitted to be given hereunder by either party to the other shall be given in writing and delivered: (1) by personal delivery; (2) by bonded courier or by a nationally recognized overnight delivery company; or (3) by electronic mail, with confirmation sent by any of the delivery methods in the preceding clauses (1) through (3). Notices shall be deemed given as of the day they are delivered. Notices from either party to the other must be given in writing to the respective addresses of the parties listed below (or to such other addresses as the parties may request in writing by notice given pursuant to this Paragraph 16):

To Yugabyte India: 4TH FLOOR, INDIQUBE ORION, SYNO 55/11B & 55/13, 2ND SECTOR, 24TH MAIN ROAD, HSR LAYOUT, HARALUKUNTE VILLAGE BANGALORE KA 560102, with a copy by email to: legal@yugabyte.com

To the Employee: At the address on file with Yugabyte India

18.2 You shall keep Yugabyte India informed about your latest postal address at all times and indicate in writing in case of a change in address.

18.3 Any communication sent to you by Yugabyte India at your last known address (as indicated by you) shall be deemed to have been duly served upon you in accordance with this clause. In addition, you shall inform Yugabyte India, in writing, about any change in your name/surname with supportive documents facilitating an update of Yugabyte India's record and for taking up such administrative actions which may be necessary as a consequence of change in name/surname etc.

19. REPRESENTATIONS AND WARRANTIES

You hereby represent to Yugabyte India that:

- a. you are and shall continue to be legally permitted to reside and be employed in India;
- b. you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;
- c. you have accepted these terms and conditions only after having had the opportunity to seek clarifications;

- d. you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;
- e. you have accepted these terms and conditions of your own free will and without relying upon any statements made by Yugabyte India or any of its representatives, agents or employees;
- f. these terms and conditions are in all respects reasonable and necessary to protect the legitimate business interests of Yugabyte India;
- g. you have all requisite power and authority, and do not require the consent of any third party to accept our offer; and
- h. you are not a party to or bound by any employment agreement, consulting agreement, non-compete agreement, confidentiality agreement or similar agreement with any other person, organization or body corporate.

20. MISCELLANEOUS

20.1 Entire Agreement: The terms of this offer letter are the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions or representations between Yugabyte India and the Consultant, whether written or oral. This offer letter shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.

20.2 Amendments: No change, modification, or termination of any of the terms, provisions, or conditions of this offer letter shall be effective unless made in writing and signed or initiated by all signatories to this offer letter.

20.3 Survival: Termination of this offer letter shall not affect those provisions hereof that by their nature are intended to survive such termination including but not limited to clauses on secrecy and confidentiality, intellectual property, responsibility for loss or damage caused due to negligence, misconduct etc, indemnity, non-disparagement and return of documents and Yugabyte India property in this offer letter.

20.4 Assignment: This offer letter and the services contemplated hereunder are personal to you and you shall not have the right or ability to assign, transfer or subcontract any rights or obligations under this offer letter without the written consent of Yugabyte India. Any attempt to do so shall be void. Yugabyte India may fully assign and transfer this Agreement in whole or part.

- 20.5 **Waiver:** No waiver by Yugabyte India of any breach of this offer letter shall be a waiver of any preceding or succeeding breach. No waiver by Yugabyte India of any right under this offer letter shall be construed as a waiver of any other right. Yugabyte India shall not be required to give notice to enforce strict adherence to all terms of this offer letter.
- 20.6 **Additional Remedy:** You agree and understand that any breach of any clause of this offer letter by you will cause irreparable harm to Yugabyte India for which damages would not be an adequate remedy, and therefore, Yugabyte India will be entitled to injunctive relief with respect thereto in addition to any other remedies.
- 20.7 **Governing Law and Jurisdiction:** The terms of this offer letter shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings to enforce this Agreement. You irrevocably submit to the exclusive jurisdiction of any competent courts situated at Bangalore, India for interim reliefs and enforcement of arbitration award, and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
- 20.8 **Dispute Resolution:** Any dispute that may arise with respect to your employment or its terms shall be submitted for resolution by a sole arbitrator appointed as per the rules of the Singapore International Arbitration Centre (“**SIAC Rules**”). The arbitration shall be governed by the SIAC Rules and the Indian Arbitration & Conciliation Act, 1996. The award made by the sole arbitrator shall be binding on both parties. The language of the arbitration shall be English. The seat of the arbitration shall be Bangalore, India and the venue of the arbitration shall be Bangalore, India. You agree to sign such further documents as required by Yugabyte India for the purposes of resolving any dispute by way of arbitration.
- 20.9 **Severability:** If any clause, sub-clause, or provision of this offer letter, or the application of such clause/ sub-clause or provision, is held invalid by a court of competent jurisdiction, the remainder of this offer letter, and the application of such clause/ sub-clause or provision to any persons, or circumstances other than those with respect to which it is held invalid shall not be affected.



Yugabyte Software Private Limited

Agreed and accepted:

Sign: _____

Name: _____

Date: _____

Email: _____

APPENDIX

Job Duties & Responsibilities

- Design, develop and maintain automation framework, system and functional test suites and contribute to Database platform development
- Test the product for performance, resiliency, security, scalability, and reliability.
- Fix defects identified via testing in Database platform
- Understand the end-to-end configuration, technical dependencies, code paths, and overall behavioral characteristics of the products you test.
- Analyze and understand existing test coverage and test cases, identifying opportunities for redesign, replacement, reusability, and improvement in efficiency and performance.
- Define and inspire changes to our product with our development engineering team based on feedback from tests and customer issues.
- Develop and contribute to internal and external knowledge bases. Be a champion for our customers.
- Go above and beyond to ensure customers are getting the most out of their investment in the Yugabyte platform.

Annexure B**Total Base Compensation**

Particulars	Amount in India Rupees	
	Per Month	Per Annum
Basic Salary	₹60,000	₹720,000
House Rent Allowance (HRA)	₹24,000	₹288,000
Leave Travel Allowance (LTA)	₹10,000	₹120,000
Children Education Allowance	₹100	₹1,200
Employer's contribution to Provident Fund	₹1,800	₹21,600
Special Allowance	₹54,100	₹649,200
Total Base Compensation	₹150,000	₹1,800,000

1. Yugabyte India reserves the right to change the compensation or benefits structure from time to time, including withdrawing or suspending any allowances or reimbursements.
2. Your ability to claim the allowance and reimbursements as provided above shall be subject to the guidelines issued by Yugabyte India from time to time. You will be required to submit necessary bills and receipts to claim deductions/exemptions which shall be subject to the Yugabyte India's review and verification.
3. Any other provident fund contribution or any other statutory contribution to be made by Yugabyte India on Your behalf will be deducted from Your salary as per the prevailing regulations.

Annexure C**List of Documents**

1. 2 recent passport-sized photographs;
2. Relieving letter issued by your most recent employer;
3. Copy of most recent passport
4. Relevant educational certificates;
5. Last three months payslips;
6. Permanent Account Number (PAN);
7. Provident Fund UAN;
8. Birth certificate;
9. Driving license;
10. Aadhar card

STRICTLY PRIVATE AND CONFIDENTIAL

BY E-MAIL (sagrawal@yugabyte.com)

September 25, 2023

Shubham Agrawal

11, Krishna Nagar 2nd,
Near Hema Public School,
Agra Road, Jaipur 302031

Dear Shubham:

Subject to the approval of Yugabyte's Board of Directors or its Compensation Committee, you will be granted an option to purchase **9,000** shares (or the equivalent thereof following any stock splits) of Yugabyte's Common Stock (the "Option").

The Option will have an exercise price per share equal to the fair market value of Yugabyte's Common Stock on the date of grant, as determined in good faith by the Board and vest over a four (4) year period, starting on the date of grant. Twenty-five percent (25%) of the Option will vest on the first anniversary of the date of grant and the remaining portion of the Option will vest in equal monthly installments over the following three years, subject to you continuing to provide services to your employer or another company within the Yugabyte group through such dates. The Option will be subject to the terms and conditions of Yugabyte's 2016 Stock Plan (the "Plan") and the stock option agreement thereunder (the "Agreement"), which you are required to sign as a necessary condition to receive your Option. For sake of clarity, should there be any disparity or disagreement between this letter and the terms of the Plan or the Agreement, the terms and conditions set forth in the Plan and/or Agreement will control.

This letter and the Option shall in no way be construed to create an employment relationship between you and Yugabyte or any of its affiliates that does not otherwise exist. The terms of your service shall not be affected in any way by your participation or entitlement to participate in any stock award plans including the Plan or any stock option grants. Such stock awards or plans, including the Option, shall not form part of the terms of your service (express or implied). In calculating any payment, compensation or damages on the termination of your service for whatever reason (whether lawful or unlawful) which might otherwise be payable to you by your employer or the Yugabyte group, no account shall be taken of your participation in any such plans or any impact upon participation such termination may have. Any taxes or social insurances, due in respect of any stock awards, including the Option, including their grant, vesting or exercise or subsequent sale of the underlying shares, shall be borne solely by you.

If you agree to accept the terms of this letter, please sign two copies of this document, one for your records and the other to be returned to me.

Very truly yours,

Yugabyte, Inc.

By: Kannan Muthukkaruppan
Title: President

Accepted and agreed:

Signature of Employee

Dated: