

(Date)

Strictly Confidential and Private

Subject: Letter of Appointment

(First Name) (Last Name)

Dear (First Name),

(Company) is delighted to offer you the full-time employment position of **(Job Title)** at our (Location) office. Congratulations!

Your employment will commence on (Date). You will be reporting to (Designation) (First Name) (Last Name).

(Company) is a rapidly evolving organization with a differentiated and evolving approach. We are at our best to create a workplace that is teeming with intelligent and creative minds, and we are certain that this position will offer you an excellent opportunity for personal growth and provide a real challenge in the disruption we are creating.

The initial terms of your new position with the Company are as set forth below.

Position:

As (Job Title), your responsibilities in this position will include taking on the (insert details). You agree to the best of your ability and experience that you will at all times loyally and conscientiously perform all of the duties and obligations required of and from the Company. During the term of your employment, you further agree that you will devote all of your business time and attention to the business of the Company and that you will not, directly or indirectly, engage or participate in any personal, business, charitable or other enterprises that are competitive in any manner with the business of the Company, whether or not such activity is for compensation.

Compensation:

Your current salary is \$ (Salary) per year (as adjusted from time to time, your "Salary"), less all applicable deductions required by law, which shall be payable at the times and in the instalments consistent with the Company's then-current payroll practice. Your Salary is subject to periodic review and adjustment in accordance with the Company's policies in effect from time to time.

You are also eligible to earn bonus compensation of up to (X) % of your base salary for your performance for Calendar Year as part of the “Bonus Plan”, the details of which will be shared with you once you are formally inducted.

In addition, you will continue to be eligible for the following standard Company benefits: health, dental, and vision coverage for employees, as well as subsidized coverage for family members; Short and Long Term Disability and Life Insurance coverage. Additionally, you will continue to receive the equivalent of (XX) days of personal time off (PTO) per year that accrues semi-monthly commencing from your first date of employment with the Company (the “Original Start Date”).

Details about these benefits are provided in the Summary Plan Descriptions, available for your review. The Company may modify your compensation and benefits from time to time as it deems necessary, with or without advance notice.

Stock Options:

You are entitled to be granted options to purchase up to (Number of Options) shares of the Company Common Stock (“Options”). In the event your employment is terminated, you will have (XX) months from your last day of employment to exercise these options.

Probation

Your employment will be subject to (X) months initial probationary period which period shall commence from the date of your joining the Company. During the probationary period, your employment can be terminated by the Company as per applicable law. If your performance is satisfactory to the Company during this period, then the Company shall confirm the appointment in writing. The Company may choose to extend such probationary period to the extent it deems fit.

Confidential Information:

As an employee of the Company, you have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions that will be the property of the Company. To protect the interests of the Company, you signed the Company’s standard Employee Invention Assignment and Confidentiality Agreement (the “Confidentiality Agreement,” the terms of which are incorporated by reference herein) as a condition of your employment. We wish to impress upon you that we do not want you to, and we have directed you not to, bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have to any former employer. During the period that you render services to the Company, you have agreed and continue to agree to not engage in any employment, business or activity that is in any way competitive with the

business or proposed business of the Company. You will disclose to the Company in writing any other gainful employment, business or activity that you are currently associated with or participate in that competes with the Company. You will not assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company. You represent that your signing of the Prior Letter, this Clarifying Letter, each agreement setting forth the terms and conditions of the stock awards granted to you, if any, under the Company's equity plans, and the Confidentiality Agreement, and your commencement of employment with the Company, do not violate any agreement in place (either on the date you commenced employment with the Company or now) between yourself and current or past employers.

Termination:

If at any time, (i) you resign your employment for any reason, (ii) the Company terminates your employment for any reason, or (iii) either party terminates your employment as a result of your death or disability, you will receive your Salary accrued through your last day of employment, as well as any unused vacation (if applicable) accrued through your last day of employment. Except as set forth in the Company Change in Control Severance Benefit Plan and the Stock Option Agreement between you and the Company, dated Stock Agreement Date, you are not eligible for any severance benefits upon a termination of your employment.

For clarity purposes, you shall not be entitled to any bonus after any such termination, nor shall you be entitled to any acceleration of vesting of your stock options.

Additional Information:

Please note that this offer for employment is contingent upon (1) successful completion by the Company of your background checks and; (2) your full and complete disclosure to the Company 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 the Company 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 the Company. The Company 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 the Company or if you are found to be part of any pending investigation (whether judicial, quasi-judicial or otherwise).

This letter, the Employee Confidential Information and Non-Solicitation Agreement and the Option Exercise Agreement contain all of the terms of your employment with the Company and supersede any prior understandings or agreements, whether oral or written, between you and the Company. This letter may not be amended or modified except by an express written agreement signed by you and the Chairman of the Board.

If you accept the offer letter, please sign and return a copy of the same.

Sincerely,

(Company Officer)

(Company Officer Title)

Agreed and accepted as of:

Date

First Name Last Name