



January 18, 2022

Letter of Appointment

Dear Mohd Azfar Alam Lari,

We are delighted to offer you the role of a **Software Engineer**, with BrowserStack Software Pvt Ltd ("Company" or "We" or "Us").

You are requested to join on or before **February 7, 2022**. If there is any change in your expected date of joining, do let us know.

Please note that this Letter and the attached Annexures form part of the Letter of Appointment.

BrowserStack is a "Remote First" Company. "Remote First", in our context means that your primary place of work would be "remote". However, you will need to visit the "Base Location" or any other location, in accordance with the cadence that would be designed and informed in advance, by your respective functional head. The "Organizational Building Meet-ups" are being mandated to ensure that we continue to retain our competitive advantage through culture building and enhancing social capital. All essential travel related costs, when travel is mandated by BrowserStack, will be borne by BrowserStack. **For the avoidance of doubt, you can only work remotely from the state / country in which you are legally permitted to work.**

However, if your role requires frequent visits to the office premises or if your role requires regular presence in the office premises, you will be required to relocate / stay in the "Base Location". You are also liable to be transferred to another location / subsidiary in India or abroad - whether in current existence or coming into existence hereafter, either at the place of posting or any other place where the Company may establish / open its branch office(s) at a later point of time. You are also liable to be sent on deputation, for service at any place in India or abroad and in any company in which the Company may have an interest. Upon such transfer, the rules and regulations applicable to such a post or at the place of transfer will automatically become applicable to you in accordance with internal company's policies.

Remuneration:

Compensation: You will be paid **INR 1,740,400** per annum. Please refer to Annexure 1 for details.

Your compensation and any other amounts paid to you under this Letter of Appointment, shall be subject to all statutory deductions including taxes. Remuneration will be governed by the rules of the company on the subject, as applicable and / or amended hereafter.



The Company reserves the right to alter, amend, cancel or vary any of the benefits provided to you at any time after giving reasonable notice of such proposed alterations, cancellation or variation.

Responsibilities:

You will be responsible for the assignments and tasks granted to you, from time to time. Your engagement will be subject to the rules and regulations, policies and processes of the Company as laid down in relation to conduct, discipline and other matters. You agree to always perform the responsibilities and duties attached to your office and conduct yourself according to such regulations, policies and processes of the Company

The Other terms and conditions of this letter of appointment are detailed in Annexure 2.

We wish you the very best as you start your journey with us and we are absolutely sure that we will be able to create a mutually beneficial experience for us. Please reach out to PeopleOps@BrowserStack.com, if you need any clarification. Please confirm your acceptance of the Letter of Appointment and the associated terms and conditions by signing and returning this letter for our records.


For **BrowserStack Software Pvt. Ltd.**

DocuSigned by:
Gerald Menezes
5A601CC1ABC8407...

Authorised Signatory

DocuSigned by:
Azfar
662E109F94DE4F5...

Signature of the Individual
Accepting the Letter of Appointment
Name: Azfar
Date: 1/19/2022

Approved by : 



Annexure 1

Name : Mohd Azfar Alam Lari

Designation: Software Engineer

COMPENSATION STRUCTURE		Monthly Compensation	Annual Compensation
		INR	INR
Base Pay	Basic Salary	50,743	608,913
	House Rent Allowance	25,371	304,457
	Telephone Allowance	2,000	24,000
	Leave Travel Allowance	4,225	50,700
	Books & Periodicals	1,000	12,000
	Special Allowance	43,518	522,213
		126,857	1,522,283
Variable Pay	Target Performance Pay		152,228
Benefits	Gratuity		29,289
	Medical Insurance		15,000
	Employer's PF Contribution		21,600
			65,889
Total Compensation			1,740,400
Launchpad Program	Launchpad program total amount		837,256
	Launchpad program 1st payout (1st month salary)		418,628
	Launchpad program 2nd payout (13th month salary)		418,628

Note :

- If you elect for Provident Fund contribution, the Company contribution will be a maximum 12% on INR 180,000/- of basic salary per annum
- Company provides Medical Insurance floating coverage of INR 5 lacs for you, your spouse, parents/parents in law and upto 2 children
- Target performance pay is subject to Company's performance management policy. It is paid annually (For Non-Sales employees) unless otherwise agreed in writing and the actual payout will be determined based on your performance during the year. For



Sales employees, it will be as per their Variable Compensation Plan (VCP). In order to be eligible for payout of the same, you should be on the rolls of the Company when it is paid and not serving notice period on that day

- The Company provides for your Gratuity in compliance with the prevailing law
- The above compensation structure is subject to detailed rules and regulations of the Company, as may be applicable from time to time
- Any tax liability arising out of these allowances, perquisites and reimbursements will be borne by you



Annexure 2

Other Terms and Conditions

1. Annual Review

The Company follows the April to March cycle for annual reviews. At the discretion of the Company, your total compensation may be reviewed annually. The review will be based on the performance management policy and process adopted by the Company.

2. Leave

Leaves shall be applicable as per the Company's leave policy, which the Company has a right to amend from time to time. As per the current policy, you will be entitled to 25 days paid annual leave, in addition to the 10 company holidays. Assuming 100% attendance, 2 leaves will be credited at the start of every month to your leave balance with 1 additional leave in March. Leaves shall be calculated starting 1st April of every year to 31st March of the subsequent year. Refer to the leave policy for more details.

3. Work Timings

Normal business hours shall be 11.00 a.m. to 8.00 p.m. (with a lunch break of one hour), Monday to Friday in each week. However for Sales, Tech Support & Customer engineering the work timings will be defined by the team leadership.

4. Background Verification

You are required to share the documents listed in Annexure 5, within 5 working days from the receipt of this Letter, for the Company to be able to carry out the requisite background verification and reference checks. Your appointment will be subject to successful initiation and completion of your background verification and reference check. This check is conducted to ensure the authenticity of the information provided by you. Failure to adhere to the timelines might result in delaying your joining or even cancelling your appointment with BrowserStack. The check with your current employer will be done post you joining BrowserStack. You acknowledge that in case of any discrepancy found in any of the checks, your offer will be revoked immediately or employment shall be deemed to be void from its commencement and you shall be terminated immediately without any compensation or notice thereof.



5. Past Records & Documents

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 any material information, in such cases, you will be liable for termination of your services without any notice.

6. Record updation

You will keep the Company informed in writing of any change in your communication address or contact number or e-mail id, and on your failing to do so, all communications intended to be sent to you will be sent to your last communication address, and this will be deemed to be sufficient service towards you.

7. Confidentiality

You agree that ALL the terms and conditions of this employment letter are strictly confidential. Any disclosure of ANY these terms and conditions to third parties (including other employees of the Company or any other entity within BrowserStack group) constitutes a breach of your employment contract. You also acknowledge that the information you acquire about the Company and any of the group companies in the course of your employment is highly confidential. You agree that during the term of your employment hereunder and thereafter not to knowingly or unknowingly use such information, for any purpose other than for the sole benefit of the group companies (including the Company) without prior consent of the Company in writing. In the event of such disclosure, your services are liable for termination at the sole discretion of the Company.

8. Intellectual Property

You acknowledge that all materials that you create or if you conceive any new or advanced method of improving designs / processes / formulae / systems, etc. in relation to the business / operations of the company, such developments will be fully communicated to the company and will always be, and always remain, the sole right/ property of the company. If you are considered author or inventor of the same, you hereby assign to the Company all rights, title and interest you may have in them.

9. Non-Disparagement

You shall not, at any time during the term of your employment and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the Company or any of its subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses or reputations. Notwithstanding



the foregoing, nothing in this Agreement shall preclude you from making truthful statements that are required by applicable law, regulation or legal process.

10. Notice of termination

The Services may be terminated by either party by giving one month (30 days) notice or base Pay (if any) in lieu of the shortfall in notice.

However, in the event of you committing any criminal offense or indulging in any activities which amount to moral turpitude or acting against the interest or the regulations, policies and processes of the Company, you shall be liable to be dismissed forthright after getting an opportunity of being heard, without any further notice. Further, the Company may terminate your employment without prior notice or payment in lieu of notice for serious misconduct in accordance with relevant laws or any material breach of your employment agreement, in particular, any breach of para 11 & 12.

Upon termination of employment, you will immediately hand over to the company all correspondence, specifications, formulae, books, documents, market data, cost data, drawings, affects or records belonging to the company or relating to its business and shall not retain or make copies of these items. You will also return all company property, which may be in your possession. Any damage to or loss to any of the company properties or assets during / after the course of employment is sole responsibility of the employee and is liable to be charged for the damage and cost incurred in repair or replacement of the asset.

11. Engagement in other business

You acknowledge that the Company wishes you to devote your whole time and attention to the Services of the Company during the term of your employment with it. While you render services to the company, you agree that you will not engage in any other employment, consulting or other business activity without the written consent of the Company.

12. Non-Solicitation

You shall not, during your employment within the Company or for a period of twelve (12) months after the date of termination of your employment with the Company on your behalf or on behalf of any person, firm or company, directly or indirectly:

- a. Recruit, solicit, entice, assist or engage in any activity whatsoever that would result in any person then or thereafter employed by the Company or appointed as representative of the Company, to join you in providing Services to be employed by any business activity in which you shall be involved; or



- b. Approach, induce, solicit or persuade any client or customer of the Company to cease doing business with the Company or reduce the amount of business which that person or entity would normally do with the Company.

13. Non-Competition

You acknowledge that during the course of your employment with the Company, you will become familiar with the Company's business and trade secrets and other confidential information that is unique and of extraordinary value to the Company. You agree that during your employment with the Company and for twelve months thereafter, you shall not directly or indirectly own, manage, control, participate in, consult with, render Services for, or engage in any business competing with the business of the Company or its associates.

14. Conduct and Discipline

You shall perform such duties as may from time to time be assigned to you and you will be subject to all such applicable rules and regulations in accordance with the regulations, policies and processes of the Company policy as may be in force from time to time, including as laid out in the Company Policy documents.

While in the employment of the Company, you shall (i) use your best endeavour to defend and promote the business interests of the Company; and (ii) devote your full time, attention and efforts to serve the Company.

You confirm that as on the effective date of your appointment, you do not have any business, professional or other interests that may be conflicting with any of the foregoing statements.

15. Company Regulations

As an employee, the provisions of the following documents shall be binding on you and they shall form part of the terms and conditions of your employment:

- Confidentiality Agreement (Annexure 3)
- Code of Conduct and Ethics (Annexure 4)

During your employment with the Company, you shall observe and comply with all of the rules, regulations and directives of the Company as may from time to time be made or given. The Company shall have the right, upon giving reasonable notice, to alter and amend the rules and regulations of the Company as well as any of the terms of our employment, and such alteration or amendment shall become fully effective and a binding term of your employment.



16. Amendment

Any modification or amendment of this Agreement, or additional obligation assumed by either the Company or you in connection with this Agreement, shall be effective if placed in writing and signed by you and the Company or by the respective authorized representatives or shared by email by specific representatives.

17. Severability

If any of the terms of this Agreement is in conflict with any rule of law or statutory provision or is otherwise unenforceable or invalid under any applicable law or regulation, such invalidity or unenforceability shall not invalidate, impair or effect any of the remaining terms of this Agreement and this Agreement shall continue in full force and effect.

18. Disputes & Grievances

This Letter shall be governed by the Laws of India and all disputes arising out of this Letter will be subject to the jurisdiction of the courts in Mumbai, India.

19. Entire Agreement

This letter supersedes and replaces any prior understandings or agreements, whether oral, written or implied, between you and the company regarding the matters described in this letter.



Annexure 3

Confidentiality Agreement

This Confidentiality Agreement dated and signed, between Azfar ("Recipient") as at the end and BrowserStack, a Company Registered in Mumbai ("BrowserStack Software Pvt Ltd.").

- 1. Background:** The Company intends to disclose information to the Employee to enable them to perform their duties in The Company. In the course of such disclosure of information, it is anticipated that The Company may disclose or deliver to the Employee certain of its trade secrets or confidential or proprietary information for the purpose of enabling the Employee to perform their duties smoothly. The parties have entered into this Agreement in order to assure the confidentiality of such trade secrets and confidential or proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the "Disclosing Party"; the party receiving such Proprietary Information is referred to as the "Recipient". As used in this Agreement, "writing" or "written," or any other similar term, shall include information on magnetic or electronic media.
- 2. Proprietary Information:** As used in this Agreement, the term "Proprietary Information" shall mean all trade secrets or confidential or proprietary information, including without limitation, information and software, Network Design, electronic exchange of data, applications and analyses, database design, programming code which is disclosed in writing, electronically or orally by the Disclosing Party to the Recipient. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient by the Disclosing Party, or is disclosed in writing without an appropriate letter, proprietary stamp, legend or screen caption, shall constitute Proprietary Information till such time that the Employee is employed with The Company and even after the Employee has ceased to be in employment with The Company.
- 3. Disclosure of Proprietary Information:** The Recipient shall hold in confidence, and shall not disclose to any person outside its organization, any Proprietary Information. The Recipient shall use such Proprietary Information only for the purpose for which it was disclosed and shall not use or exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of the Disclosing Party. The Recipient shall disclose Proprietary Information received by it under this Agreement only to persons within its organization who have a need to know such



Proprietary Information in the course of the performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. **Limitation on Obligations:** The obligations of the Recipient specified in Section 3 above shall not apply, and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:
 - a. is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Recipient;
 - b. is in the Recipient's possession at the time of disclosure otherwise than as a result of Recipient's breach of any legal obligation;
 - c. becomes known to the Recipient through disclosure by sources other than the Disclosing Party having the legal right to disclose such Proprietary Information;
 - d. is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
 - e. is required to be disclosed by the Recipient to comply with applicable laws or governmental regulations, provided that the Recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and / or minimize the extent of such disclosure.
5. **Ownership of Proprietary Information:** The Recipient agrees that the Disclosing Party is and shall remain the exclusive owner of Proprietary Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement
6. **Return of Documents:** The Recipient shall, upon the request and at the time of leaving The Company, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof).
7. **Miscellaneous.**
 - a. This Agreement supersedes all prior agreements, written or oral, between the Disclosing Party and the Recipient relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties.
 - b. This Agreement will be binding upon the Employee when in employment with The Company and even after the Employee ceases to be in employment with The Company.

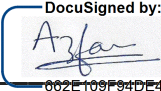


- c. It is also agreed that the competent courts in Mumbai, India only will have jurisdiction to entertain, try and dispose of disputes, which may arise between the parties hereto.
- d. The provisions of this Agreement are necessary for the protection of the business and goodwill of The Company and are considered by the parties to be reasonable for such purpose. The Recipient agrees that any breach of this Agreement will cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies, which may be available, the Disclosing Party shall have the right to take disciplinary action against the Employee amounting to termination of employment and other injunctive and equitable relief.

EXECUTED as a sealed instrument as of the day and year first set forth below.

Employee Signature:

For BrowserStack Pvt. Ltd.

DocuSigned by:

002E109F84DE4F3...
Employee Name: Azfar
Date: 1/19/2022

DocuSigned by:

5A001CC1ABC8407...
Authorised Signatory Name: 1/19/2022
Date: 1/19/2022



Annexure 4

Code of Conduct & Ethics

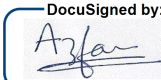
I acknowledge that I have read and understood BrowserStack's Code of Conduct & Ethics, and that I agree to act at all times in a manner which reflects the guiding principles.

I acknowledge that I will:


1. Act in the best interest of BrowserStack, and be a good representative of the organization to others
2. Undertake my work with dedication, honesty and due diligence
3. Treat others with respect and value diversity
4. Respect and maintain company property that I am the custodian of
5. Not make any unauthorized public statements
6. Notify my manager of any conflicts of interest I may have
7. Do not make or receive improper payments or use company time or property for personal gain
8. Comply with the Code, BrowserStack Policies, and the law
9. Respect and maintain privacy and confidentiality
10. Immediately report any breaches of this code

BrowserStack takes all breaches of the Code of Conduct & Ethics seriously, and will investigate each breach thoroughly. I understand that if I am found to have breached the Code of Conduct & Ethics it will result in disciplinary measures - including but not limited to the termination of my contract / employment with BrowserStack.

Employee Signature:

DocuSigned by:

002E109F94DE4F5...
Employee Name: Azfar
Date: 1/19/2022

Witness Signature:

DocuSigned by:

5A001CC1ABC8407...
Witness Name: Gerald Menezes
Date: 1/19/2022



Annexure 5

List of Documents

Please email copies of the following documents to peopleops@browserstack.com:

1. Experience letter / Relieving letter / Service certificate of your current and previous employer (s)
2. The last 2 months salary slip of the current and the previous employer
3. Educational certificate (both the convocation degree and the consolidated marksheet)
4. A copy of the passport (the first 2 and the last 2 pages, highlighting the personal information as well as permanent address, details)
5. Residential proof (to be submitted only, if the residential address mentioned on Aadhar card and / or Passport is different)
6. A copy of the Pan Card
7. A copy of the Aadhar Card
8. The most recent and updated copy of the resume

You will need to submit the current employer's documents as soon as you are relieved of duties from your current employer. If you do not possess or would not be in a position to submit the documents from your current employer, please let us know the same, before your joining BrowserStack.



Annexure 6

Launch Pad

Dear Mohd Afzar Lari,

We are delighted to welcome you into the Launchpad at BrowserStack membership, a unique program for our new colleagues at the BrowserStack family!

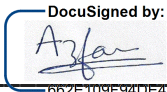
As part of this program, you will receive an amount of **INR 837,256** payable in two equal parts; the 1st part **INR 418,628** to be paid along with the 1st first month's salary and 2nd and final part **INR 418,628** to be paid along with the 13th month's salary.

This program is governed by these following membership rules:

1. The amounts will continue to be paid only if you are serving the Company on the date of the program.
2. If you decide to resign anytime in the 12 month period post a particular payout, the amount paid for the particular duration, will need to be repaid to the Company (gross of tax).
3. The amount will be payable in accordance with the Company's standard payroll practice and subject to applicable taxes.
4. The Company reserves the right to continue, withdraw or modify this program.
5. The Company further reserves the right to change the program amounts, depending upon changing business needs. This information is strictly confidential. Please do not share the financial details of the program, either externally or internally. If this information is disclosed by you, we reserve the right to withdraw you from the program.

We are excited to have you on the team, and be part of our blitzscaling journey. We look forward to your continued success and contribution in helping enhance Brand BrowserStack.

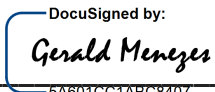
Employee Signature:

DocuSigned by:

662E109F94DE4F5...

Employee Name: Azfar

Date: 1/19/2022

For BrowserStack Pvt. Ltd.

DocuSigned by:

5A601CC1ABC8407...

Authorised Signatory Name: Gerald Menezes

Date: 1/19/2022