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Applaud Solutions India Private Ltd
#303, 3rd Floor,
Marjjeera Trinity Corporate,
JNTU, Kukatpally,
Hyderabad, India.
PIN: 500072

Date Sent: 30th December 2019

Dear Supraja,

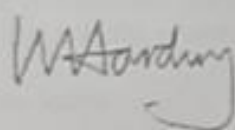
A warm welcome! We're delighted that you have decided to come and join the team and begin a rewarding career with us.

We want to help you get settled in and feel a part of Applaud Solutions immediately. We hope the information in this letter will be useful and sets the scene for the warm welcome you can expect when you join us.

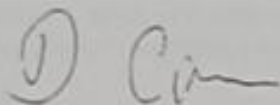
Please find enclosed a draft offer of employment for you to review. Don't hesitate to contact me personally if you have any questions. I look forward to starting up our new team with you in India.

Yours sincerely

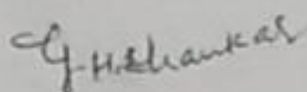
For and on behalf of Applaud Solutions Private India Limited



Ivan Harding
CEO



Duncan Casemore
CTO



Hari Shankar Gajula
VP Operations

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Registered Office: #303, 3rd Floor, Marjjeera Trinity Corporate, JNTU, Kukatpally, Hyderabad, India, PIN: 500072

Contract of Employment

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Introduction

We are delighted to offer you the position of Associate Applications Consultant. This offer of employment is between you, Supraja Boga, and Applaud Solutions India Private Limited of #303, 3rd Floor, Manjeera Trinity Corporate, JNTU, Kukatpally, Hyderabad, India. PIN: 500072 ("Applaud Solutions").

Your Start Date

Your employment with Applaud Solutions will commence on 1st June 2020.

Your Position

You will be employed as Associate Applications Consultant. Applaud Solutions may make reasonable changes to your responsibilities from time to time so it can meet business needs and customer expectations. In addition, as well as your normal responsibilities, you may be asked to perform additional tasks which fall within your capabilities and skills. Any changes to your responsibilities will be discussed with you in advance.

Your Probation

The first six months of your employment constitutes a probationary period. On the satisfactory completion of the probationary period your employment will automatically be confirmed. During the probationary period your employment may be terminated by either you giving 30 days' notice or by Applaud Solutions giving 30 days' notice in writing. Applaud Solutions may decide to extend the probationary period at its discretion. Once you have completed your probationary period you will receive the notice terms detailed under 'Your Notice Period'.

Your Salary

Your Cost to Company (CTC) is ₹ 6,25,000/- (Rupees Six Lakh Twenty Five Thousand) per annum payable monthly in arrears on the last working day of each month.

Your salary will be paid directly into your bank or building society account with tax deducted at source.

Your basic salary will be reviewed annually in December with the first review taking place in 2020. Any increase will be entirely at the discretion of Applaud Solutions. Any increase in salary in any year does not create an expectation or oblige Applaud Solutions to make an increase in any subsequent year.

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Your Salary Structure

As part of your employment, you are eligible for the following reimbursements and salary structure.

- **Basic Salary:** This is defined as 40% of your annual CTC.
- **House Rent Allowance (HRA):** This is defined as 40% of your Basic Salary. Receipts must be provided to your supervisor and verified. You need to submit proof of rent paid through rent receipts, which should have the signature of the person who has received the rent, along with other details such as the rented residence address, rent paid and name of the person who rents it. Further, PAN of the landlord is also required in case the rent exceeds ₹ 1,00,000/- per annum.
- **Leave Travel Allowance (LTA):** You can make one claim for LTA in a two year period. The claim may be no more than 5% of Basic Salary. Receipts must be provided to your supervisor and verified.
- **Transport Allowance:** You are permitted to a fixed Conveyance Allowance of ₹ 1,600/- per calendar month for travel to and from your place of work. There is no need to produce any receipt for the same.
- **Medical Reimbursement:** You are permitted to be reimbursed for medical bills incurred up to an amount of ₹ 15,000/- per calendar year. Receipts must be provided to your supervisor and verified.
- **Provident Fund (PF) Account:** Applaud Solutions will pay into a PF Account. If you do not have a PF account, you will have one set up for you. If you do have a PF Account, please bring details on your first day of service so we can arrange for regular payments. Combined Employee and Employer PF accounts for 24% of Basic Salary.
- **Employee State Insurance (ESI):** Applaud Solutions will pay Employee State Insurance in any month where your gross salary (CTC minus all reimbursements) falls beneath ₹ 15,000/-. When your monthly gross salary is above this threshold, ESI will not be paid. Combined Employee and Employer ESI accounts for 6.50% of Basic Salary.
- **Meal Coupons:** Applaud Solutions will provide Sodexo coupons of the value of ₹ 50/- per working day, up to a maximum of ₹ 1,100/- in any calendar month. The value of your coupons will be deducted from your CTC.

Variable pay

There is no element of variable pay within your regular monthly compensation. Based on the above terminology your salary structure will look as follows.

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| Component | Amount Per Annum |
|------------------------------|------------------|
| Basic Salary | 2,50,000 |
| HRA | 1,00,000 |
| LTA | 12,500 |
| Medical Reimbursement | 15,000 |
| Conveyance | 19,200 |
| Meal Coupons | 13,200 |
| Special Allowance | 1,55,100 |
| Contribution to PF | 60,000 |
| Total Cost To Company | 6,25,000 |

Your Location

This position will be based in Hyderabad with office location address as below.
3rd Floor, #303, Manjeera Trinity Corporate, near JNTU, Kukatpally, Hyderabad, Telangana. 500072.

You will be supplied with the necessary equipment to enable you to work from these locations and this equipment will remain the property of Applaud Solutions at all times and should not be used for private purposes. If you choose to work at home, you are responsible for your own safety and should ensure you comply with all relevant health and safety guidelines. This arrangement may be terminated with 3 months' notice in writing by Applaud Solutions.

Your Hours

Your usual hours of work are 40 hours per week excluding one hour unpaid for lunch each day. Applaud Solutions reserves the right to require you to take lunch breaks and other rest breaks as directed.

Working Times are flexible. There is the expectation that you will be available for contact between the hours of 10:30am and 6pm Indian Standard time but actual hours worked will be left to arrangements between you and your manager.

Applaud Solutions may require you on occasions to work outside normal hours without additional remuneration in order to meet business and customer needs. Whilst Applaud Solutions will endeavour to take reasonable steps to ensure that such requests are only made in exceptional

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circumstances, you are required to work such hours as are necessary to carry out your role.

Your Notice Period

Should you wish to terminate your employment with Applaud Solutions you are required to give 60 days' notice.

Upon successful completion of your probationary period, the period of notice given by Applaud Solutions to terminate your employment is 60 days in writing.

Applaud Solutions has the right to terminate your employment without notice or payment in lieu of notice in the event of gross misconduct or if you are in serious breach of the terms and conditions of your employment.

You will be paid for any unused vacation accrued to your termination date, up to a maximum of 45 days. Unused vacation can only be used to reduce your notice period if approved by your manager.

Your Holidays

Your vacation allowance is 21 days per calendar year and 7 days of paid Sick Leave per calendar year. A calendar year is defined to start on January 1st and end on December 31st.

You will accrue vacation at the rate of 1.75 days per month. Vacation not taken within a calendar year can be carried over into the following calendar year up to a maximum possible vacation balance of 45 days. These vacations are in addition to normal bank and public holidays.

Applaud Solutions encourage you to take all your vacations in the relevant calendar year and the dates of your vacations must be agreed in advance by your manager. If at the end of a calendar year you have more than 45 days to carry over, that additional vacation will be lost and no payment in lieu will be made.

You are required to give notice to your manager if you wish to take a holiday. The notice must be twice as long as the period of leave requested. For example, if you are wanting one week's holiday, you need to give two weeks' notice.

You are permitted to request vacation leave that will result in a negative vacation balance but this must be agreed in advance by your manager. The minimum permitted negative balance is -10 days.

If your employment is terminated with a negative vacation balance, then Applaud will deduct the equivalent amount of pay from your final settlement.

If notice has been served by either party to terminate your employment, Applaud Solutions reserves the right to require you to take any unused accrued holiday entitlement during the notice period.

Public Holidays

You will be entitled to the regulatory public holidays not exceeding 10 holidays per year as per the local laws.

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Sickness

You will accrue sick leave at a rate of 0.58 day per month. Sick leave not taken within the calendar year cannot be carried over into the following year. For each day you are sick, your sickness balance will be deducted by one day and be treated as paid leave. Once your sickness balance reaches zero, any subsequent sickness will be treated as unpaid leave.

To be paid for sickness leave, you must produce a medical note to your manager upon your return to work.

Your maximum Sick Leave balance is 7 days.

Medical Insurance

Medical Insurance will be provided by the company covering you and your immediate family members.

General Terms and Conditions

During your employment with Applaud Solutions you shall, unless prevented by ill health or other unavoidable cause, devote the whole of your working time, attention and ability to carrying out your role for Applaud Solutions. You shall not engage in any activity capable of detracting from the proper, efficient and loyal performance of your duties under this contract. You must, at all times, act in the best interests of Applaud Solutions.

Applaud Solutions has issued this contract to you in order to comply with its statutory obligations.

Expenses

Applaud Solutions will reimburse any reasonable out of pocket expenses which you may incur whilst on Applaud Solutions business in accordance with Applaud Solutions' business expenses policy, which can be provided on request and subject to you providing valid receipts. You are responsible for claiming all business expenses in a timely manner.

Conflict of Interest

You must not during your employment, except with the prior written consent of Applaud Solutions, be directly or indirectly engaged, concerned or interested in any other trade, business or occupation whatsoever which competes with or is likely to conflict in any way with the business interests of Applaud Solutions (or any Group company), or which may preclude or hinder you from fulfilling your duties and responsibilities to Applaud Solutions. Further, you must not during your employment (except with Applaud Solutions' prior written consent) introduce to any business which competes with Applaud Solutions or any Group company orders for goods, products or services which are similar to any of the goods, products or services offered by Applaud Solutions or any Group company.

Deductions from Salary

You hereby authorise Applaud Solutions to deduct from your pay (including, but not limited to,

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holiday pay, sick pay, pay in lieu of notice, bonus or commission payments) any amounts which are owed by you to Applaud Solutions including, but not limited to, any training fees, overpayments of salary, season ticket or other loans, relocation payments or sums due to Applaud Solutions as a result of your use of a corporate credit card.

Applaud Solutions may recover from you a sum in respect of any holiday you may have taken in excess of your entitlement and may deduct this sum from any sums due to you from Applaud Solutions as at the date of termination of your employment.

Garden leave

After notice of termination of employment has been given by either you or Applaud Solutions, Applaud Solutions may require you not to perform any services (or only to perform specified services) for Applaud Solutions until termination of your employment. This period shall be referred to as "Garden Leave".

During any period of Garden Leave, you will continue to be paid and receive your contractual salary and benefits in full. Applaud Solutions may for all or part of the period during which you are on Garden Leave

- require you to carry out specified duties, (which are consistent with your status, role and experience) or to carry out no or reduced duties and;
- instruct you not to communicate orally or in writing with suppliers, customers, employees, agents or representatives of Applaud Solutions.

For the avoidance of doubt during any period of Garden Leave

- you remain an employee of Applaud Solutions and remain subject to your statutory and contractual obligations and duties;
- you shall not commence any other employment or engagement.

Confidentiality and Communicating with the Media

In the ordinary course of your employment you will be exposed to information about the business of Applaud Solutions and the suppliers and customers of Applaud Solutions which is confidential or is commercially sensitive and which may not be readily available to competitors or the general public and which if disclosed may cause significant harm to Applaud Solutions.

You must not whether during or after your employment, except as authorised or required by your duties as an employee of Applaud Solutions, reveal to any person, firm, company or organisation or otherwise make use of any Confidential Information (defined below). Nothing in this clause will prevent you from disclosing information as required by law.

For the purposes of this clause, "Confidential Information" includes trade secrets, secret or confidential operations, processes or dealings or any information (which is not in the public domain) concerning the organisation, business, the Applaud Solutions or Applaud Solutions brand, finances, pricing structures, transactions, equipment, activities, strategies or affairs of Applaud Solutions (including lists of the customers, clients or suppliers of Applaud Solutions) which may come to your knowledge during your employment. "Confidential Information" also includes any information designated as confidential by Applaud Solutions or which to your knowledge has been supplied to

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Applaud Solutions subject to an obligation of confidentiality, and which comes to your knowledge during your employment. The restrictions contained within this clause shall cease to apply with respect to any information, confidential report or research which comes into the public domain otherwise than through an unauthorised disclosure by you or a third party.

You should not, unless specifically authorised to do so, communicate with the media or disclose any "Confidential Information" to the media.

Post Termination Covenants

You acknowledge that following termination of your employment you will be in a position to compete unfairly with Applaud Solutions as a result of the confidential information, trade secrets and knowledge about the business, operations, customers, employees and trade connections of Applaud Solutions you have acquired or will acquire and through the connections that you have developed and will develop at the expense of Applaud Solutions. You agree to enter into the restrictions in this clause for the purpose of protecting Applaud Solutions' legitimate business interests and in particular the confidential information and goodwill of Applaud Solutions.

For the purposes of this clause the following words and expressions shall have the following meanings

- "Business" the business or businesses of Applaud Solutions namely the provision of Enterprise Software Development and Support and any other business carried on by Applaud Solutions from time to time;
- "directly or indirectly" you acting either alone or jointly with or on behalf of any other person, firm or company, whether as principal, partner, manager, employee, worker, contractor, director, consultant, investor or otherwise;
- "Key Personnel" any person who is at the Termination Date or was at any time during the period of 12 months prior to the Termination Date employed or engaged as a consultant in the Business in an executive, senior managerial or senior sales capacity and with whom you had dealings during the 12 months prior to the Termination Date;
- "Prospective Customer" any person, firm or company which has been engaged in negotiations, with which you have been personally involved, with Applaud Solutions or any Group company with a view to purchasing goods, products or services from Applaud Solutions in the period of 12 months prior to the Termination Date;
- "Relevant Area" any country in which Applaud Solutions carries on the Business;
- "Relevant Customer" any person, firm or company which at any time during the 12 months prior to the Termination Date was a customer of Applaud Solutions, with whom or which you dealt or for whom or which you were responsible in a supervisory or managerial capacity on behalf of Applaud Solutions at any time during the 12 months prior to the Termination Date;
- "Relevant Goods or Services" any goods or services competitive with those supplied by Applaud Solutions at any time during the 12 months prior to the Termination Date with which you were involved or concerned at any time during the 12 months prior to the Termination Date;

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- "Relevant Period" the period of 6 months from the Termination Date except that any period of Garden Leave served by you shall reduce the Relevant Period accordingly;
- "Relevant Supplier" any person, firm or company which at any time during the 12 months prior to the Termination Date was a supplier of any goods, products or services (other than utilities and goods or services supplied for administrative purposes) to Applaud Solutions and with whom or which you had personal dealings during your employment;
- "Restricted Business" shall mean any part of the Business which:
 - a) is carried on by Applaud Solutions at the Termination Date; or
 - b) was carried on by Applaud Solutions at any time during the period of 6 months immediately prior to the Termination Date; or
 - c) is to your knowledge to be carried out by Applaud Solutions at any time during the period of 6 months immediately following the Termination Date;

and which you were materially concerned with or had management responsibility for (and had substantial confidential information regarding) in either case at any time during the period of 12 months immediately prior to the Termination Date;

- "Termination Date" the date on which your employment with Applaud Solutions terminates.
- Compete for purposes of this clause includes setting up a service or selling a product equivalent to a service or product to the Restricted Business in any country of the Relevant Area where Applaud Solutions intends to provide that service or product within six months of the Termination Date.

You shall not without the prior written consent of Applaud Solutions directly or indirectly at any time within the Relevant Period engage or be concerned or interested in any business within the Relevant Area which competes with or will at any time during the Relevant Period compete with the Restricted Business save as a shareholder of not more than 3% of any public company whose shares are quoted on any recognised stock exchange or the Alternative Investment Market.

You shall not without the prior written consent of Applaud Solutions, directly or indirectly at any time within the Relevant Period in respect of any Relevant Goods or Services:

- solicit the custom of any Relevant Customer;
- facilitate the solicitation of the custom of any Relevant Customer; or
- deal with any Relevant Customer.

You shall not without the prior written consent of Applaud Solutions, directly or indirectly at any time within the Relevant Period in respect of any Relevant Goods or Services:

- solicit the custom of any Prospective Customer; or

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- facilitate the solicitation of the custom of any Prospective Customer; or
- deal with any Prospective Customer.

You shall not without the prior written consent of Applaud Solutions, directly or indirectly at any time within the Relevant Period: (a) interfere; or (b) endeavour to interfere, with the continuance of supplies to Applaud Solutions (or the terms relating to those supplies) by any Relevant Supplier.

You shall not without the prior written consent of Applaud Solutions directly or indirectly at any time during the Relevant Period entice away from Applaud Solutions or endeavour to entice away from Applaud Solutions, any Key Personnel.

You shall not without the prior written consent of Applaud Solutions directly or indirectly at any time during the Relevant Period employ or engage or endeavour to employ or engage, any Key Personnel.

You acknowledge that the provisions of this clause are fair, reasonable and necessary to protect the goodwill and other legitimate interests of Applaud Solutions.

You acknowledge that the provisions of this clause and its sub clauses are entirely separate and independent restrictions.

If any of the restrictions or obligations contained in this clause and its subclauses are adjudged to be void or ineffective for whatever reason but would be adjudged valid and effective if it or another restriction were deleted in whole or in part then such restriction shall apply with such deletions as may be necessary to make it valid and effective.

You acknowledge and agree that you shall be obliged to draw the provisions of this clause to the attention of any third party who may at any time before or after the termination of your employment offer to engage you in any capacity and for whom or with whom you intend to work during the Relevant Period.

You shall, at the request and cost of Applaud Solutions, enter into a direct agreement whereby you will accept restrictions corresponding to the restrictions in this clause (or such of them as may be appropriate in the circumstances) as Applaud Solutions may require in the circumstances.

Intellectual Property Rights

For the purposes of this clause the following words and expressions shall have the following meanings:

"Intellectual Property Rights" means copyrights, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), database rights, proprietary information rights and all other similar proprietary rights and applications for such rights as may exist anywhere in the world;

"Inventions" means all inventions, improvements, modifications, processes, formulae, models, prototypes and sketches, drawings, plans or specifications for them or other matters which you

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You will at all times during your employment with Applaud Solutions take care not to infringe the Intellectual Property Rights of any third party.

Return of Applaud Solutions Property

On termination of your employment, you must return to Applaud Solutions, no later than the termination date, all property belonging to Applaud Solutions or relating to its or their business including documents, files and correspondence, (whether in written or electronic or other form, and including copies) credit cards, business cards, keys, computer software and hardware, your Applaud Solutions mobile telephone or any other electronic device. You agree that if you do not return such property Applaud Solutions has the right to deduct the equivalent monetary value of such property from any monies owed by Applaud Solutions to you on termination.

General

Any amendment to this contract will not be valid unless it is in writing and signed by both parties.

This contract will be governed by and shall be construed in accordance with English Law.

The parties submit to the exclusive jurisdiction of the English Courts with regard to any disputed claim arising under this contract.

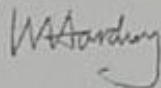
You agree with Applaud Solutions that no term of this contract (including the terms of any documents incorporated either expressly or by implication into this contract) shall be enforceable by a Third Party in his own right or by virtue of Section 1 (1) of the Contracts (Rights of Third Parties) Act 1999 and for the avoidance of doubt this contract may be rescinded or varied in whole or in part by agreement between you and Applaud Solutions without the consent of any such third party. For the purposes of this clause, a "Third Party" means any person who is not named as a party in this contract.

Data Protection

Applaud Solutions is registered under the Data Protection Act 1998 to hold and process employee data. By signing this contract you consent to the holding and processing of personal data (including sensitive personal data) relevant to your employment.

Yours sincerely

Signed on behalf of Applaud Solutions:



Ivan Harding

Date: 30th December 2019

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Your Acceptance

Your employment with Applaud Solutions is conditional upon:

- us obtaining satisfactory feedback from your referees;
- on you providing proof of your right to work in India;
- our satisfaction of the outcome of a criminal record check for unspent criminal convictions.

The offer of employment may be withdrawn or your employment may be terminated if any of these conditions are not fulfilled to Applaud Solutions' satisfaction.

Declaration

I, Supraja Boga, give my consent to allow Applaud Solutions to obtain references from my previous employers and that I confirm my agreement that this contract constitutes my contract of employment with Applaud Solutions.

Signed

RS. Supraja

Date

01.2020

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