

Letter of Appointment

Mr.GoppalliVaari Sugunappa Prakash
Hyderabad, India

We are pleased to appoint you as **Analyst - Software** with effect from **September 8, 2021**. This Appointment letter with the enclosures sets forth the terms of your employment with PurpleTalk. This letter when signed by you and an authorised company representative will be a legally binding agreement. If there is anything you do not understand, please feel free to discuss this with us.

The purpose of this letter is to set the terms of your employment with the company, as follows:

COMMENCEMENT AND TERMS OF EMPLOYMENT

You will be on Probation for a period of six months.

company may, at its sole discretion, extend or reduce the probation period with or without assigning any reason or reasons thereof. Your services with the Company would be confirmed upon successful completion of the probation period. HR will issue you a letter confirming your services and making your employment full time once your probation period is completed.

Under the terms of this Agreement, and without the need to terminate the employment relationship or to enter into a new agreement, the company is permitted to assign you additional tasks or to a new manager, to modify or remove your assigned duties, or to change the place of your employment.

You agree that, during the period of employment under this Agreement, you will diligently and loyally devote all of your professional skills, time, energies and best efforts to the performance of your duties on behalf of the Company.

You will, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time.

COMPENSATION

Effective **September 8, 2021**, your fixed salary cost to the Company will be **INR 9,00,000/-** (Rupees Nine Lakhs Rupee Only) per annum. The company will review salary annually and the next tentative review will be in **November 2022** based on performance; however, the Company at its sole discretion may amend the salary from time to time. This salary includes compensation for all services rendered under this Agreement.

HOURS OF WORK

PurpleTalk believes in Flexi timings. Your immediate superior or manager will decide your working schedule. Normally a working day shall comprise nine working hours (10:00 am-7:00 pm), irrespective of shifts, and a lunch break of half an hour.


G S Prakash (Sep 9, 2021 13:14 GMT+5.5)

12th Floor, Watermark Technopark, Plot No.11, Survey No.9, Whitefields, Kondapur,
Hyderabad - 500084, Telangana, India

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LEAVE

Your leave will be governed by the leave policy of the Company.

TRANSFERS

You will be assigned duties and responsibilities by Management from time to time and you are likely to be transferred to any other division or places where the Company or its associates/Promoters have got interest. The terms and conditions of your transfer shall be at the discretion of the Company.

An associate, depending upon the exigencies or organizational requirement or need, can be transferred from one department to another or from one location to another where PurpleTalk is carrying out the business operations, or from one Group Company to another, whether located in the same place or elsewhere and whether existing or in the process of setting up. However, due care will be taken prior to taking such a decision. This will be discussed with the associate to avoid any ambiguity and improper planning. The management may also depute any associate at client place/onsite for outstation work or business. Associates will be issued a Transfer Letter by the HR Department stating the terms and conditions of transfer and the date of resuming duties, in cases of transfer from one entity to another. Associates may also transfer from one department to the other or one project to another project according to the need of the hour.

In the event of transfer or deputation of your services, your salary and other benefits will be determined in accordance with the Company's policies prevalent at that time.

NO CONFLICT OF INTEREST

During your employment with the Company, you agree not to become associated as an owner, employee, agent, consultant, or partner or in any other capacity with any business which furnishes services or products similar to the Company's or which is in any way otherwise compete with the Company. While the Company employs you, you also agree not to become a director of any company or business, without the Company's written consent. You agree that you will also adhere to all of the Company's standards and policies in effect from time to time. If you ever have any questions about these standards or policies, you will discuss them openly with your manager or with the Human Resource Department.

TERMINATION OF EMPLOYMENT RELATIONSHIP

7.1 Termination of employment by Company shall be one-month advance notice in writing or payment of one-month gross salary in lieu of the notice period. Termination of employment by Employee shall be only by serving a three months advance notice in writing. Such notice may not be offset by unused leave.

7.2 The Company may terminate your employment without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms (with reference to Employment Agreement to this appointment letter), conditions or stipulations contained in this Agreement, or are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Company so serious in nature that the terminating party could not reasonably be expected to continue the Agreement for any period of time. If the Employee's employment is terminated for Cause, the Employee will not be entitled to and shall not receive any compensation or benefits or relieving letter or of any type following the effective date of termination apart from the realization of the security amount by the


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company as set forth in Clause 4(e) of the employee agreement; provided, however, that the Employee shall be entitled to receive any Annual Salary, statutory payments and any reimbursable expenses incurred but not yet paid, as of the effective date of such termination. Some of them but not exhaustive are;

- ❖ Absence from service without prior notice in writing or without sufficient cause for seven or more days;
- ❖ Unable to perform any of your duties assigned to you from time to time or non-compliance with the Company policies and code of conduct;
- ❖ Breach of confidentiality/secretcy provisions set out in this Agreement.
- ❖ There is a discrepancy in the copy of the documents/certificates given by you as proof in support of this offer.

OTHER TERMS & CONDITIONS

8.1 Post Employment: On leaving the services of the Company, you shall not take up full-time/part-time employment with any of our customers for 24 months.

8.2 Authorization: You are not authorized to sign any letter, document, and paper as the case may be on behalf of PurpleTalk within or beyond the purview of your role until and unless you have a Power of Attorney or authorization from the Chief Executive Officer of PurpleTalk.

8.3 Smoking: We owe and assure a smoke-free environment for our Associates, the entire office premises including conference rooms, lobbies and cafeteria are declared as “No-smoking Zones”.

8.4 Passwords: Access to our network, development environment and email is through individuals' passwords. For security reasons, it is essential to maintain the confidentiality of the same. If you forget the password, the IT support team is to reset and allow you to use a new password. All passwords are to be shared with the Systems Team and HOD.

8.5 Security: Security is an important aspect of PurpleTalk communication and office infrastructure. We have security personnel deployed at the entrance that takes care of the security. You are requested to produce your identity cards to the security personnel on demand. If there is a need for you to take some of the equipment's/products/infrastructures for testing out of the office premises for any reason you are required to obtain authorization from your immediate Supervisor.

CONFIDENTIALITY

You agree at all times as part of your employment with the Company, you will be imparted certain information which is confidential in nature to the employment and thereafter (without limit of time); you shall (a) hold the confidential information in strictest confidence, and not to use or attempt to use the same, except for the benefit of the Company, and (b) not disclose or divulge the Confidential Information to any person or entity without the written authorization of the Company.


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INTELLECTUAL PROPERTY

You agree that any proprietary rights whatsoever, including but not limited to, copyright and design rights as a result of the development of and/or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, innovation or improvement, code, documentation, confidential information or other material which you conceive, discover or create during or in consequence of this employment with the Company shall belong to the Company absolutely.

WARRANTY

11.1 You warrant that you joining the Company will not violate any agreement to which you are or have been a party.

11.2 You warrant that you will comply with all PurpleTalk applicable policies and standards and shall perform your services in a manner consistent with the ethical and professional standards of PurpleTalk.

NON-COMPETE

You accept that during the term of your employment, you will not, or indirectly, either alone or jointly with or as manager, consultant or employee of any person, PurpleTalk or Company, engage yourself in any activity or business which shall be in competition with the business of the Company.

You shall observe and will be governed by the rules and regulations of the Company, the policies, rules and laws of the land and such other or further orders, and instructions issued by the Management from time to time.

You will keep us informed of any change in your residential address.

And also, from your start date at PurpleTalk, you agree to execute the company document of Corporate Code of Conduct and ethics.

Enclosures:

Employee Agreement

Annexure A - Detailed Salary structure statement

Annexure B – Detailed Confidentiality and IP related Agreement.

Sep 9, 2021

Date:

I, G S Prakash

have read, understand and agree to the above terms and conditions set forth in this appointment letter and the Enclosures.

For PurpleTalk India Private Limited

Agreed and acknowledged by



Hari P S
Co-founder & Chief Architect


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