

June 24th 2022,

Sirinivasarao Nelluri

Dear Sirinivasarao,

We are pleased to offer you the position of **"Senior QA - Engineer"** at Supertal Pte. Ltd ("Supertal" or the "Company"). The terms of our offer are as follows:

Position	As an "Senior QA - Engineer" you will be responsible for work assigned to you by your manager and his/her designates. During your employment you agree to undertake and diligently perform the duties requested by the company. You recognize that this may require working irregular hours from time to time and you will devote your full working time and attention to carry out the duties and responsibilities of your position and you will faithfully and diligently perform your duties and further the interests of the Company. Your duties and reporting relationships may be adjusted at any time, to meet our ongoing business requirements, without advance notice except as may be required by statute.
Reporting to	Technical Lead / CTO
Commencement Date	Sep 05th 2022,
Location	Remote / Gurgaon
Salary	Your salary will be INR 20,00,000 per annum paid monthly on the last working day of each month, subject to deductions required by law or authorized by you. Employee base salaries are reviewed annually on a merit basis. You will be eligible for a joining bonus of 25,000/- that will be on completion of 60 days with us.
Probation Period	The Probation period will be for 3 months from your date of commencement of services, post which a confirmation of your employment will be meted out to you on your performance. The confirmation would be based on the performance review by your reporting manager as well as the peers.
Employee Benefits	Commencing immediately, you will be eligible to participate in Supertal's standard benefit plan (the "Employee Benefits"). Supertal reserves the right to modify such benefit plans from time to time. Benefits will be provided in accordance with the formal plan documents or policies and any issues with respect to entitlement or payment of benefits will be governed by the terms of such documents or policies establishing the benefit in issue. Currently we have group medical and group personal accidental coverage as part of our benefits plan for India.
Annual Leaves	You will be entitled to receive 27 days of leaves annually of which 18 will be Earned leaves and 9 will be Casual/Sick leaves. The leave entitlement will be prorated in your first year of

employment, in accordance with company policy. Leaves must be taken at a time or times acceptable to Supertal, having regard to the business requirements of the Company.

Termination

For Just Cause: Supertal may at any time terminate your employment in accordance with law, for cause without notice or pay in lieu of notice and without payment of any compensation of any nature or kind.

Without Just Cause: Supertal may, at its absolute discretion and for any reason, terminate your employment at any time without cause by providing to you the minimum termination and, if applicable, severance required by the prevailing laws. The provision of the notice and/or the payment of the amounts specified in this paragraph fully satisfy Supertal's legal obligation to you and you will have no further claim to notice, pay in lieu of notice, or severance pay.

In the event that your employment is terminated for any reason, you will be paid any earned and unpaid wages and the balance earned leave pay on the next payroll deposit date following the termination of your employment.

The non-solicitation provision of this letter agreement and Schedule A will survive and remain in force following the termination of your employment for any reason.

Resignation

You may terminate your employment with Supertal upon giving two month written notice. In such case, you shall not be entitled to any termination or severance payment but will be entitled to payment of any accrued and unpaid salary earned by you up to and including the date of your termination. Supertal may choose to waive this notice, in whole or in part and if it does so, your entitlement to remuneration and benefits pursuant to this agreement will cease on the day it waives such notice.

Confidentiality, Intellectual Property, Non-Solicitation & Other Matters

As a term of this offer of employment, you are required to review and sign the enclosed Agreement Concerning Confidentiality, Intellectual Property, Non-Solicitation and Other Matters, attached at Schedule "A". This Agreement constitutes and forms part of the overall employment agreement between you and the Company. Accordingly, please carefully review this document

Rules and Policies

You must abide by the terms of Supertal's policies and procedures which will be available to you, and which may be amended by Supertal in its sole discretion from time to time, including the Agreement Concerning Confidentiality, Intellectual Property, Non-Solicitation and Other Matters (Schedule A), which form part of this offer.

Personal Information

For the purpose of establishing and administering your employment relationship, Supertal may create and maintain records containing your personal information. It may be necessary for Supertal to provide personal information to a third party such as an insurer or benefit provider for the purpose of benefit administration or otherwise administering your employment relationship. By accepting this offer you explicitly consent to the processing of your personal information for those purposes.

Background Checks

This offer is contingent on successful completion of a background check. Supertal is required by industry standards to conduct background checks in relation to employees performing certain duties and accordingly we would require professional references. Supertal will request your consent prior to contacting any named reference.

The result of any background check will be kept in the employee's file only for the purpose of screening for future positions and associated departments.

Entire Agreement

This Agreement, and the Agreement Concerning Confidentiality, Intellectual Property, Non-Solicitation and Other Matters (Schedule A), contains the entire understanding and agreement between the parties and replaces any other oral or written negotiations between the parties relating to the employment relationship.

Policies

You agree to be bound by policies of Supertal, which may be changed from time to time.

This offer is open for acceptance until 48 hours. If you accept this offer, please acknowledge that you will be required to sign two (2) copies of this offer letter and the Agreement Concerning Confidentiality, Intellectual Property, Non-Solicitation and Other Matters (Schedule A) on your first day at work. One (1) fully signed copy of these documents will be documented in your employee file. The additional copy of each document is for your records.

By accepting this offer you confirm that your employment with Supertal does not conflict with or violate any employment agreement, non-competition agreement or other legal obligation binding on you, and you further acknowledge that you have provided Supertal with a copy of any such agreement.

If you have any questions about the terms of the offer of employment, or about any of the documents or Schedules referenced in this letter, please feel free to contact us.

Sparsh Ahuja supertal

Sparsh Ahuja
CEO

I, Sirinivasarao Nelluri, have reviewed, understand and accept the terms of this offer, as well as Schedule A which was provided to me for review, and acknowledge I have had an adequate opportunity to seek and receive independent third party legal advice prior to accepting this offer.

Sirinivasarao Nelluri

Date

SCHEDULE "A"

Agreement Concerning Confidentiality, Intellectual Property, Non-Solicitation and Other Matters

BETWEEN

Supertal Pte. Ltd
("Supertal")

- AND -

Sirinivasarao Nelluri

In my employment with Supertal, I understand that I will be given access to Confidential Information about Supertal, its affiliated companies and suppliers and that I will be entrusted with relationships and connections with Supertal's clients, suppliers, employees and others. In consideration of my employment, I acknowledge, understand and agree with Supertal as follows:

Confidential information:

All Confidential Information covering the business or affairs of Supertal or its affiliated companies, or all Confidential Information of their clients or suppliers is the exclusive and confidential property of Supertal, or those parties, as the case may be, and will at all times during and subsequent to my employment with Supertal be regarded and protected as such by me.

"Confidential Information" means information in any form, not generally known to the public, disclosed to or acquired by me directly or indirectly from Supertal or any clients, suppliers, business partners or affiliates of Supertal including, without limitation, through access to Supertal's place of business and contact with Supertal's clients, suppliers, business partners or affiliates during the term of my employment with Supertal, including, without limitation:

confidential methods of operation, which include all information relating to Supertal marketing programs, services and products, methods, service systems, security information and systems, and trade secrets;

information pertaining to any intellectual and industrial property rights of Supertal and/or its affiliates including information relating to all inventions, designs, ideas, works, creations, developments, programs, plans, codes, drawings, sketches, compilations of information, analyses, experiments, data, formula, formulations, specifications, research, know-how, test data, technical data, methods, processes, procedures, techniques, practices, prototypes, products, (including without limitation parts and accessories hereof) samples, equipment, tools, machines and includes any modifications or improvements hereto;

any source of supply of products, raw materials, terms available from suppliers and information provided or related to suppliers of products, raw materials, and any terms of any contractual arrangements between Supertal and/or its affiliates and the supplier of any products, raw materials or services;

all information regarding Supertal's clients, including customer lists, contracts, prices, invoices, computer printouts, contact information and other similar information;

all information concerning Supertal's potential clients, including mailing lists, prospects, and other similar information;

any information about the business of Supertal which is not known to the public or competitors, or any other information which gives Supertal an opportunity to obtain an advantage over competitors who do not know such information;

financial information, including Supertal's costs, sales, income, profits and other similar information;
 business opportunities, including all clients, suppliers, business partners, ventures considered by Supertal, whether or not such opportunities are pursued;
 personnel information, including the names of employees and independent contractors and applicable remuneration and benefit policies;
 computer programs and procedures relating to business of Supertal or its affiliates and other similar information;
 all information relating to the research, developments, systems, operations, of Supertal or its business partners or affiliates;
 all information received from any clients, suppliers, business partners or affiliates of Supertal;
 all information specifically designated by Supertal as confidential;
 all information specifically designated by a client, supplier, business partner or affiliate of Supertal as confidential;
 all information required to be maintained in confidence by Supertal pursuant to an agreement with a client, supplier, business partner, employee, independent contractor or any entity or person or arising by operation of law.
 vendor names and other vendor information, purchasing and internal cost information, internal services and operational manuals, and the manner and method of conducting the business of Supertal or its affiliates;
 marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, negotiations of contracts, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of Supertal that have been or are being discussed; and
 any other information that becomes known to me as a result of employment that I, acting reasonably, believe is confidential information or that Supertal takes measures to protect.
 "Confidential Information" does not include:
 the general skills and experience gained during my employment or engagement with Supertal that I could reasonably have been expected to acquire in similar employment or engagements with other companies;
 anything which I can demonstrate by documented evidence was known to me prior to the date of the commencement of my employment or involvement with Supertal; and/or
 information publicly known without breach of this Agreement or similar agreements;

Receipt of Confidential Information: I acknowledge that during the course of my employment with Supertal, I will acquire or have access to Confidential Information of Supertal, and that such Confidential Information could be used to the detriment of Supertal. Accordingly, I covenant and agree that during the course of my employment with Supertal and at all times after the termination of my employment with Supertal, regardless of how that termination should occur and whether or not I have any claims against Supertal I shall:

at all times during and subsequent to my employment with Supertal, not disclose Confidential Information to any Person (other than as necessary in carrying out my duties on behalf of Supertal) without first obtaining Supertal's consent. I will take all reasonable precautions to prevent disclosure, inadvertent or otherwise, of any Confidential Information. This prohibition includes, but is not limited to, disclosing or confirming the fact that any similarity exists between the Confidential Information and any other information.

not gratuitously or otherwise, use any Confidential Information for my own purposes or benefit or for the purposes or benefit of any other person other than Supertal;

not divulge, communicate or disclose to any person any such Confidential Information other than such disclosures as are required to be made by me in the due and proper performance of my duties of employment with Supertal or, are otherwise consented to in writing by Supertal or are required by law;

Not copy, reproduce, store, extract or make notes of any Confidential Information other than in the due and proper performance of my duties of employment with Supertal or without first obtaining Supertal's consent. I will take all reasonable precautions to prevent inadvertent use, copying, transfer or destruction of any Confidential Information.

Mandatory Disclosure of Confidential Information: In the event that I shall be legally compelled or required by a court of competent jurisdiction to disclose all or any part of the Confidential Information, I shall, if legally able, immediately notify Supertal, so that Supertal is afforded an opportunity to dispute the requirement. If a sealing order, a protective order or other appropriate

remedy is not obtained by Supertal before such disclosure is required, I shall disclose only those portions of the Confidential Information in question which I am advised by written opinion of counsel (to be addressed to me and to Supertal) that I am legally required to disclose and will exercise my best efforts to obtain reliable assurances that confidential treatment will be accorded such Confidential Information.

Ownership of Confidential Information: I hereby acknowledge and confirm that the Confidential Information is and shall remain the sole and exclusive property of Supertal and its affiliates or the clients, suppliers or business partners, as the case may be, regardless of whether such Confidential Information was generated or developed by me (acting alone or in conjunction with others) or by others and regardless of whether such Confidential Information was generated at Supertal's premises or using Supertal's resources. I agree that upon any request by Supertal from time to time during the term of my employment with Supertal and upon termination of my employment with Supertal for whatever reason and howsoever arising, I shall promptly return and deliver to Supertal all tangible embodiments of any Confidential Information in my possession or under my control (including, without limitation, documents, manuals, drawings, letters, blueprints, lists, data, records, computer programs, codes, materials, prototypes, products, samples or reports and any notes or analysis hereof [whether prepared by such party alone or in conjunction with others or prepared by others]) and all copies or reproductions of same and I shall delete such Confidential Information from all retrieval systems and databases (other than those belonging to Supertal) or destroy same as directed by Supertal. I shall within five business days of the termination of my employment with Supertal deliver to Supertal a statutory declaration confirming that I have complied with the provisions of this paragraph 4.

Return of Confidential Information: I agree that, upon any request by Supertal from time to time, I shall promptly return and deliver to Supertal all tangible embodiments of any Confidential Information in my possession or under my control (including, without limitation, documents, manuals, drawings, letters, blueprints, lists, data, records, computer programs, codes, materials, prototypes, products, samples or reports and any notes or analysis hereof [whether prepared by me alone or in conjunction with others or prepared by others]) and all copies or reproductions of same and I shall delete any copies or reproductions of such Confidential Information from all retrieval systems and databases (other than those belonging to Supertal) or destroy same as directed by Supertal. Within two (2) Business Days after the termination of my employment on any basis, I will promptly deliver to Supertal all property of or belonging to or administered by Supertal including without limitation all Confidential Information that is embodied in any physical or ephemeral form, whether in hard copy or on magnetic media, and that is within my possession or under my control. I shall within five business days of the termination of my employment with Supertal deliver to Supertal a statutory declaration confirming that I have complied with the provisions of this paragraph.

Obligations Cumulative: The obligations contained herein are in addition to, and not in substitution for, any other obligations of confidentiality which I may have to Supertal and/or its affiliates (including, without limitation, contractual, fiduciary or otherwise) arising out of my employment with Supertal or the performance by me of my duties of employment or otherwise.

Obligations Continue. My obligations under sections 1 – 6 inclusive are to remain in effect in perpetuity and will exist and continue in full force and effect notwithstanding any breach or repudiation or any alleged breach or repudiation of this Agreement by Supertal.

Intellectual Property

Definition: For the purposes of this Agreement, "Intellectual Property" shall mean all right, title and interest, including, but not limited to, all patent, trade-mark, copyright, industrial design, trade secrets and confidential information rights, in and to any and all work product, including, without limitation, any and all inventions, improvements, discoveries, developments, materials, documentation, ideas, concepts, specifications, research, know-how, test data, samples, plans, software, hardware, circuit topography, mask works, formulae, formulations, designs, artwork, literary material, procedures, techniques, practices or processes, of a copyrightable, patentable or proprietary nature, in any material form whatsoever (the "Work Product"), whether completed or not,

conceived, created or developed by me, either solely or jointly with others, for Supertal, whether developed before or after execution of this Agreement, and, any Work Product that is created from or by using, or otherwise contains, any Supertal Confidential Information and any Work Product that is created with the use of Supertal's time, equipment, materials, supplies or facilities and includes any Work Product that is perfected or reduced to specific form after my relationship with Supertal has expired or been terminated.

Disclosure of Intellectual Property: I agree to promptly and fully disclose to Supertal or its nominee, any and all Work Product. I will keep complete, accurate and authentic notes, reference materials, data and records of all Intellectual Property in the manner and form requested by Supertal. Upon their creation, all such notes, reference materials, data and records shall be deemed to be Supertal Confidential Information.

Ownership of Intellectual Property: I hereby confirm, acknowledge and agree that all Intellectual Property shall be the sole and exclusive property of Supertal, or its nominee, and may be registered or otherwise protected by Supertal in Supertal's, or it's nominee's name. I acknowledge and agree that I will not retain any right, title or interest in and to any Intellectual Property.

Assignment: I hereby irrevocably transfer, assign and set over to Supertal any and all worldwide right, title and interest in and to the Work Product including all Intellectual Property, free and clear of any and all liens, claims, security interest, encumbrances or equities of any kind or nature. I hereby waive any and all moral rights I may have in and to any Intellectual Property in favour of Supertal and any entity or party claiming rights through Supertal.

Agreement to Execute Documents and Perform Acts: Upon the request of Supertal, either during or after this Agreement and any employment or working relationship, I will execute all further documents and papers and do all further acts and things pertaining to such Intellectual Property and the copyright, patent, trade-mark, trade secret or other protection thereof as Supertal may from time to time request.

Cooperation: I hereby agree to reasonably assist Supertal at their request and expense, in:
Making patent applications for Intellectual Property, including instructions to lawyers and/or patent agents as to the characteristics of the Work Product in sufficient detail to enable the preparation of a suitable patent specification, to execute all formal documentation incidental to an application for letters patent and to execute assignment documents in favour of Supertal for such applications;
Making applications for all other forms of intellectual property registration relating to my Work Product.

Prosecuting and maintaining the patent applications and other Intellectual Property; and Registering, maintaining and enforcing the patents and other Intellectual Property registrations.

Assistance with Proceedings: I further agree to reasonably assist Supertal, at Supertal's request and expense, in connection with any defence to an allegation of infringement of another person's intellectual property rights, claim of invalidity of another person's intellectual property rights, opposition to, or intervention regarding, an application for letters patent, copyright or trademark or other proceedings relating to intellectual property or applications for registration thereof.

No Third Party Intellectual Property: I represent and warrant that:

- (a) I shall not utilize or incorporate any open software in any Intellectual Property or Work Product, or any part thereof without first disclosing the use of any such software to Supertal;
- (b) any and all Intellectual Property shall not:
 - (i) To the knowledge, violate any third party intellectual property rights;
 - (ii) Contain, incorporate, derive from or otherwise be based on any third party intellectual property rights;
- (c) I have not been, am not and will not be, by performing its obligations hereunder in violation of any term of any employment, invention disclosure or assignment, confidentiality or non-competition agreement or other restrictive covenant I have with any other person or arising under any order.

Restrictive Covenants

Acknowledgement: I acknowledge that by reason of my employment with Supertal, I will or may develop a close working relationship with Supertal and/or its affiliates and/or their clients, suppliers, business partners, employees and others, and I will gain a knowledge of Supertal's methods of operation and hereby agree that my employment by Supertal will give me access to Confidential Information and to relationships and connections with Supertal's clients, suppliers, business partners, employees, consultants, contractors and others ("Relationships"), and my knowledge of Confidential Information and/or my having Relationships will enable me to put Supertal at a significant competitive disadvantage if I am employed or engaged by or become involved in a competitive business in Indonesia and in India that sells or otherwise provides any products or services which are the same as or similar to, or in any way competitive with, any products or services, offered, sold or provided by Supertal ("Competitive Business").

Non Competition during employment: I hereby agree that I shall not, directly or indirectly, without the prior written consent of Supertal at any time during my employment either individually or in partnership or jointly or in conjunction with any person as principal, agent, employee, shareholder (other than a holding of shares listed on a Indonesia, or Indian stock exchange that does not exceed 5% of the outstanding shares so listed) or in any other manner whatsoever carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit my name or any part thereof to be used or employed by any person, firm or corporation engaged in, concerned with or interested in a business which provides services or products which are competitive to the business of Supertal in any province in Indonesia and in India in which Supertal provides such services or products, or any other similar competing business which may start up in Indonesia and in India.

Non Solicitation: I shall not, directly or indirectly, without the prior written consent of Supertal, at any time during my employment and for a period of 12 months following the termination of my employment for whatever reason, with or without cause:

either individually or in partnership or jointly or in conjunction with any person as principal, agent, employee, shareholder (other than a holding of shares listed on Indian or Indonesian stock exchange that does not exceed 5% of the outstanding shares so listed) or in any other manner whatsoever solicit, induce or endeavour to induce any employee, consultant or agent of Supertal or any of its subsidiaries to leave his or her employment, even if approached directly by such employee, consultant or agent;

either individually or in partnership or jointly or in conjunction with any person as principal, agent, employee, shareholder (other than a holding of shares listed on Indian or Indonesian stock exchange that does not exceed 5% of the outstanding shares so listed) or in any other manner whatsoever employ or attempt to employ or assist any person to employ any employee of Supertal or any of its subsidiaries, even if approached directly by such employee;

either individually or in partnership or jointly or in conjunction with any person as principal, agent, employee, shareholder (other than a holding of shares listed on a \ Indian or Indonesia stock exchange that does not exceed 5% of the outstanding shares so listed) or in any other manner whatsoever solicit, attempt to solicit, contact, induce, canvas, continue to conduct or have business dealings or interfere with Supertal's relationships or assist any third party in soliciting, attempting to solicit, contacting, inducing, conducting or having business dealings or interfering with Supertal's relationships with any customer which to my knowledge is a customer of Supertal at the date of termination of this Agreement ("current customer") or any person, firm, corporation or entity that was, to my knowledge, a customer of Supertal or any of its subsidiaries during a period of 12 months prior to the date of termination of this Agreement ("recent customer") or, to my knowledge, any person, firm or corporation that has been pursued as a prospective customer of Supertal or any of its subsidiaries at any time during a period of 6 months prior to the date of such termination ("prospective customer"), for the purpose of selling or otherwise providing to such customer any social technology solutions or marketing services or products which are the same as or similar to, or in any way competitive with any services or products offered, sold or provided by Supertal or its subsidiaries to that customer or generally, even if approached directly by such current customer, recent customer or prospective customer.

It is the intent of these non-competition and non-solicitation provisions that if the foregoing covenants are found to be unreasonable to any extent by a court of competent jurisdiction adjudicating upon the validity of the covenants, whether as to the scope of the restriction, the area of the restriction or the

duration of the restriction, then such restriction shall be reduced to that which is in fact declared reasonable by such court, or a subsequent court of competent jurisdiction, requested to make such a declaration.

Obligations Remain in Effect. My obligations under this Agreement will continue in full force and effect despite any breach or repudiation of this Agreement or my employment agreement (including my wrongful dismissal) by Supertal. The existence of any claim I may have or assert against Supertal will not constitute a defence to the enforcement by Supertal of this Agreement.

Independent and Severable Provisions. Each of the covenants made by me and each of the provisions in this Agreement will be construed as being an agreement independent of any other covenants by me and any other provisions in this Agreement. If any covenant or provision is determined to be void or unenforceable, in whole or in part, it will not affect or impair the validity of any other covenant or provision.

Injunction. I acknowledge that the restrictions set out herein are reasonable and are included to protect the legitimate business interests of Supertal and that in addition to any claim for damages or other equitable relief, Supertal shall be entitled to an injunction and its costs of such an injunction as the only effective remedy to protect Supertal's rights and property against any continuing or future breach by me of the covenants set out in this Agreement.

Other Agreements. This Agreement contains the entire agreement between me and Supertal relating to the matters covered by this Agreement. If there is any conflict or inconsistency between the provisions of any other agreement and this Agreement, the provisions of the agreement that provide the broadest enforceable protection to Supertal will govern and prevail. No amendment or waiver of this Agreement by Supertal will be binding

unless it is in writing and signed by Supertal. No waiver of any provision of this Agreement will constitute a waiver of any other provision or a continuing waiver unless expressly provided.

Counterparts

This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic means, including email.

Supertal as Trustee. Supertal is constituted the trustee of my covenants and obligations under this Agreement for itself, its affiliates and its customers, from time to time, and will hold and enforce these covenants and obligations on its own behalf and on their behalf.

Acknowledgments

I have received a copy of and have had sufficient time to review and consider this Agreement.

I have been given an opportunity to obtain and have obtained legal and any other necessary advice concerning the effect of this Agreement.

I have read and understood the terms of this Agreement and my obligations under this Agreement.

I have not been coerced in any manner into signing this Agreement and have not signed this Agreement under duress.

There have been no representations made to me by or on behalf of Supertal leading to my execution of this Agreement except as contained in this Agreement.

I accept that the restrictions placed upon me by this Agreement are reasonably necessary to protect Supertal's interests, the Confidential Information, Supertal's Relationships and the interests of Supertal's clients, suppliers, business partners and employees. The restrictions will not preclude me from being gainfully employed in a suitable capacity following any Termination of my employment with Supertal, given (among other things) my general knowledge and experience.

Signature: Sirinivasarao Nelluri

Date

Witness:

Signature

Print Name

Date

Sparsh Ahuja

Signature, Supertal

Date

Witness:

Signature

Print Name

Date