



**Hudl India Pvt. Ltd.**

Formerly known as Sportstec India Pvt. Ltd.

15th Floor Aston Building  
Sundervan Complex Road  
Sundervan Complex, Shastri Nagar  
Andheri West, Mumbai - 400053

+91 22 42112218  
hudl.com  
Corporate Identification Number:  
U74120MH2012PTC228574

July 29, 2019

Sriraj Kale  
Pune.

Dear Sriraj Kale,

**Sub: Appointment Letter (hereinafter referred to as "Agreement")**

As per our discussions and on your representation that you have the necessary expertise and experience to render the Services herein, we are pleased to confirm your arrangement for providing services of a **"Sports Analyst"** with **Hudl India Pvt Ltd** for the Term (*defined below*) subject to with the following terms and conditions.

**1. TERM**

You are hereby appointed as a **"Sports Analyst"** with the Company for a term commencing from **27 July 2019** and shall extend to **29 February 2020** unless terminated in accordance with this Agreement (**"Term"**). **Hudl India Pvt Ltd ("Company")** reserves right to extend the Term on the sole discretion of the Company.

**2. NATURE AND SCOPE OF SERVICES**

During the Term of this Agreement, you shall, for the benefit of the Company, provide Services including without limitation the following:

- a. You shall provide the Services as and when requested by the Company;
- b. You shall provide the Services in a professional, timely and efficient manner and in accordance with industry standards;
- c. You shall use Company's infrastructure and equipment for rendering the Services and shall handle such equipment with due care;
- d. You shall provide the Services at such locations as may be required by the Company;
- e. You shall in the performance of Services under this Agreement comply with and conform to the instructions or directions given by the Company's representative or any person assigned by him, from time to time;
- f. You agree that you shall exercise reasonable due diligence and professional skill and care in performance of your duties, covenants and obligations under this Agreement;



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- g. You acknowledge that the Company requires you to devote your whole time and attention to the Service of the Company during the Term. For this reason, during the Term, you must not (without the Company's prior written consent) directly or indirectly own, manage, control, participate in, consult with, render services to or engage in the business of any other business entity or other organization (whether as an employee, officer, director, agent, partner, consultant or otherwise);
- h. You shall provide the Services in compliance with all applicable laws;
- i. You agree to work in rotational shifts including without limitation early morning and late night during the Term and you agree that the Company shall have the sole discretion to decide your shift timings and allot the same to you and subsequently change your shifts. The following are the three shift timings: 7am to 3pm, 3pm to 11pm and 11pm to 7am.

### 3. COMMENCEMENT AND DURATION

- 3.1 This Appointment shall become effective from the date mentioned in Clause 1 of this Agreement and shall be subject to the provisions of Clause 6.
- 3.2 In case the Company is desirous of extending the Term, it shall give you a written notice of at least 7 (seven) days prior to the expiry of the Term expressing its intention to renew for a further period. Subject to your written acceptance of the extension of the Term, your appointment herein shall stand extended for the period as decided by the Company. However, the Parties may waive the requirement of notice as stipulated in this Clause.
- 3.3 **Leave:** You will be entitled to leave as per the prevailing policies of the Company and the applicable Labor Laws, as amended from time to time.

### 4. REMUNERATION

- 4.1 In consideration of the Services provided by you, the Company shall pay you an all-inclusive amount of Rs. **22,000/-** per month.
- 4.2 The Company hereby agrees to reimburse you for all reasonable and actual costs incurred by you, if any, such as travel expenses, boarding etc. towards the performance of your Services herein. In this regard, you agree that such expenses shall not be payable or reimbursed by the Company unless approved by the Company in advance, and valid vouchers evidencing the same are furnished by you to the Company.
- 4.3 All amounts payable by the Company under this Agreement shall be subject to deduction at source or any other taxes, as may be required under applicable laws including without limitation Income Tax and Labor Laws.
- 4.4 The Company shall have the absolute right to withhold any amounts the payment of which is disputed by the Company.



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**5. CONFIDENTIAL INFORMATION:**

- 5.1 As Confidential Information will from time to time become known to you, the Company considers and you agree that the restraints set forth in this Agreement (on which you have had the opportunity to take independent legal advice) are necessary for the reasonable protection by the Company of its business and the clients thereof.
- 5.2 You shall not at any time during subsistence of this Agreement, (except so far as is necessary and proper in the course of your appointment), or at any time after termination of this Agreement, disclose to any person any information as to the practices, business dealings or affairs of the Company or any of the Company's clients, or as to any other matters of the Company or any of the Company's clients, or as to any other matters which come to your knowledge by reason of your appointment or during the course of your appointment. Details of any systems used by the Company or other information, knowledge, names, or addresses of any clients, customers, vendors or agents of the Company and techniques obtained during the course of your appointment must not be disclosed to any person outside the Company, either during appointment or at any time afterwards.
- 5.3 You agree that you will not at any time during the subsistence of this Agreement or on expiry or on termination/cessation of your employment with the Company or thereafter, issue any statements to the press (whether oral or written) regarding the business and strategies of the Company which have not directly been authorized by the Company
- 5.4 The obligations under this clause shall survive the termination or expiration of this Agreement.

**5A. INTELLECTUAL PROPERTY**

- 5A.1 Intellectual Property shall mean all forms of intellectual property subsisting under the laws of India and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world. Intellectual Property includes all the work products generated by you during the subsistence of this Agreement, including all material generated in electronic format, on paper, worksheets reports, analysis, training material or any other material developed or prepared by You, any trademarks, service marks, trade names, registered designs, copyrights, and other forms of intellectual or industrial property, know how, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets and any licences and permissions in connection therewith, in each and any part of the world and whether or not registered or registrable and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.
- 5A.2 You agree that Company shall be exclusive first owner having all rights, title and interest in all the Intellectual Property that is created as an outcome of your effort and resulting from the



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duties and services rendered during the course of the subsistence of this Agreement that the entire copyright (if any), or any other rights arising out of or resulting from the Services. This shall be applicable to all present and future work arising out of the Services. This right shall be exercised exclusively by the Company throughout perpetuity and in all territories of the Universe.

- 5A.3 You agree that you are only a provider of services and not the author of any Intellectual Property that may be created during the subsistence of this Agreement and therefore You shall not either claim or institute any claim or legal proceeding at any fora/ association / judicial forums for claiming any right, title and interest in the Intellectual Property created by You during the subsistence of this Agreement.
- 5A.4 You agree that you shall protect the Intellectual Property of the Company in all instances using best efforts and endeavours.
- 5A.5 You agree that in performing the duties and services for the Company, you shall not use the Intellectual Property of any other third party without being expressly authorized by the Company and shall take reasonable care and precaution in ensuring that any outcomes of your Services does not infringe upon the Intellectual Property of any third party.

**5B. NON-COMPETE**

- 5B.1 You acknowledge that during the course of your employment with the Company, you will become familiar with the Company's trade secrets and with other confidential information concerning the Company and its associates, clients and related companies and that your Services will be of a special, unique and extraordinary value to the Company. You agree that during the Term hereof and for six 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 businesses of the Company or its associates or related Companies within India and any other part of the world. For the purpose of this Agreement, the "businesses of the Company" shall mean software development, licensing and services for evaluation and performance of various sports throughout the world.

**5C. NON-SOLICITATION**

You shall not, within twelve (12) months after the date of termination of your employment with the Company, 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 a representative of the Company, to join you in providing Services to or be employed by any business activity in which you shall be involved.



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**6. TERMINATION**

- 6.1 The Company shall have the right to terminate this Agreement for any reason it deems fit, by giving a written notice of not less than 15 days or compensation in lieu of 15 days' notice.
- 6.2 Notwithstanding the provisions of Clause 6.1, the Company shall be entitled to terminate this Agreement at its sole discretion with immediate effect if you:
- a. in any material respect, neglect or fail to carry out or refuse to attend to, or commit any material breach or non-observance of, your duties or obligations under this Agreement or commit any act of gross misconduct or gross negligence in performance of your obligations under this Agreement; or
  - b. are convicted of a criminal offence, or indicted of any criminal offence, which, in the reasonable opinion of the Company, may detrimentally affect the Company; or
  - c. are unable to perform his obligations under this Agreement; or
  - d. become of unsound mind; or
  - e. don't perform your Services with honesty and integrity and/or you indulge in activities which amount to moral turpitude or acting against the interest of the Company; or
  - f. In case any bona fide sexual harassment complaint is received against you by the Company;
- Or
- g. do not perform the services as per the satisfaction of the Company.
- 6.3 On termination of your Services for any reason, the Company will be entitled to deduct any amounts you owe to the Company from the amounts owed to you.
- 6.4 You acknowledge that the Company has invested considerable time, resources and effort in training you and hence you agree you shall not have the option to terminate this Agreement during the Term ("Lock-in"). In the event You terminate this Agreement in the Lock-in Period or stop reporting to work in the Lock-in period without notice, the Company shall have unfettered right to claim specific performance and in addition thereto liquidated damages equal to the remuneration payable during the Term which you agree to be reasonable pre-estimate of the damages that the Company shall suffer in case of your non-observance of the Lock-in period., in addition to any other legal remedies the Company may have.
- 6.5 You shall also deliver to the Company all company property, equipment and materials (including correspondence, notes, plans, data, analysis or other documents of whatsoever nature and all copies thereof) made or compiled or required by you during your engagement hereunder and concerning the business, finances or affairs of the Company.

**7. INDEMNIFICATION**



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You shall indemnify, defend and hold the Company harmless from and against any and all damages, claims, penalties, fines, costs paid or incurred by the Company as a result of, arising from, or in connection with, or relating to:-

- (i) breach by you of any of your responsibilities/obligations or covenant under this Agreement;
- (ii) claim by a third party that any aspect of the Services infringes any of their rights;
- (iii) negligence, recklessness or willful misconduct by you in the performance of the Services.

**8. NO ASSIGNMENT**

Your obligations under this Agreement are professional in nature and shall not be assigned or transferred to any third party without the prior written consent of the Company.

**9. REMEDY**

It is agreed that your position in the Company is of a unique, unusual, special and extraordinary nature, and of a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in any action at law, and that a breach or threatened breach of this Agreement by you shall cause the Company grave and irreparable injury and damage. You agree that the Company, in addition to any other remedies, shall be entitled to injunctive and other equitable relief to prevent a breach or threatened breach of this Agreement by you.

Notwithstanding anything to the contrary in this Agreement, if you breach any provision of this Agreement, the Company shall have the right, subject to statute, to set-off against any sums the Company owes you the amount of any damages incurred or suffered by the Company as a result of the breach. Any such set-off shall not be presumed to be in full satisfaction of or as liquidated damages for or as a release of any claim or damages against you that may accrue to the Company as a result of the breach.

**10. GOVERNING LAW**

This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the the parties hereto shall be governed, construed and interpreted in accordance with the Laws of India and the courts of Mumbai shall have the exclusive jurisdiction.



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Kindly sign this Agreement herein below confirming your acceptance of the terms and conditions of your engagement.

**For Hudl India Pvt. Ltd.**

A handwritten signature in black ink, appearing to read "Rohit Jena", written over a set of horizontal lines.

**Rohit Jena**  
**Human Resource Operations**  
**(Authorized Signatory)**

Agreed, Accepted and Confirmed

**Signature & Date**