

Big Binary Solutions Pvt. Ltd.

Reg. Off.: B&S House, 29/8, Sharad HSG SOC., OFF S.B. Road
Pune-16. India
CIN No.: U74999PN2016FTC157803
hello@BigBinary.com



APPOINTMENT LETTER

Date: April 11, 2023

Abhinav Kumar

Dear Abhinav

We have pleasure in welcoming you to Big Binary Solutions Pvt Ltd. and pleased to inform you about your appointment as “Software Engineer” at Big Binary Solutions Pvt Ltd. with effect from “August 1, 2023” under terms and conditions of following Contract.

THIS EMPLOYMENT CONTRACT (the “**Contract**”) effective as of the date signed by the Director (the “**Effective Date**”) and is between

Big Binary Solutions Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956 of the government of India and having its registered and administrative office at B & S House, 29/8 Sharad CHS, Model Colony, Pune - 411 016, India, hereinafter referred to as “**Company**” (which expression be deemed to mean and include its successors and permitted assigns);

and

“Abhinav Kumar” (hereinafter referred to as the “**Employee**”).

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Big Binary Solutions Pvt. Ltd is a fully owned subsidiary of Big Binary LLC which is registered with the state of Florida, USA. Big Binary Solutions Pvt. Ltd, Big Binary LLC, their subsidiaries and affiliated companies are hereinafter collectively referred to as the “**Group Companies**”.

The Employee is exclusively an employee of Big Binary Solutions Pvt. Ltd and has no employment relationship to Big Binary, LLC of the United States or its owners, or any affiliated organization, other than the Company itself.

As a full time employee of Big Binary Solutions Pvt. Ltd. you will abide by the terms and conditions laid out in this Contract.

1. DESIGNATION

The Employee will be employed on a full-time basis as a “ **Software Engineer** ”. The Employee’s work responsibilities shall be worked out in detail with the Employee and key performance parameters will be discussed with the Employee by the Employee’s immediate supervisor.

2. SALARY

The Employee will receive an all-inclusive yearly CTC of **Sixteen lakh per annum only**. The Employee’s salary will be reviewed at the sole discretion of the measurement commensurate with the Employee’s performance and the performance of the Company.

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Basic	789200
HRA	315680
LTA	78920
Special Allowance	394600
Annual Gross CTC	1578400
Monthly Gross CTC	131533
PF Employer Contribution	1800
Total Monthly CTC	133333
Annual CTC	1600000

3. RETIREMENT BENEFITS OF PF

Retirement benefits of PF shall be as per the prevailing rules of the Company and requirements under the law.

4. PROBATION, CONFIRMATION, TERMINATION AND RETIREMENT

4.1 Probation. Upon joining, the Employee will be on twelve (12) months probation period. During the probation period, the Employee's services are liable to be terminated by the Company without providing any notice or payment in lieu of the notice or without any severance pay as well.

4.2 After Probation. After the probation period, the Employee's services are liable to be terminated by the Company after providing the Employee with a) two months' notice or b) two months' salary.

4.3 Early Release. If the nature of work so requires, the Company may not relieve the Employee earlier than the expiry of the entire period of notice.

It shall, however, be open to the Company to accept the Employee's resignation with effect from

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any date earlier than the one offered to the Employee in the Employee's resignation letter.

The Company as such is fully authorized to relieve the Employee at any time during the notice period and should the Company decide to do so, the Employee's salary for the last month would be adjusted to take into account the actual days of work done.

However, this clause will be suspended by any specific agreement signed by the Employee with the Company.

4.4 Right to Termination. The Company shall have the right to terminate the Employee's employment without notice or payment of salary or without any severance pay in lieu thereof if:

- a. The Employee commits any breach of duties and responsibilities under this Contract of service;
- b. The Employee is guilty of any gross default or misconduct, which contravenes the express or implied conditions of the Employee's employment;
- c. The Employee commits a breach of any of the terms of clause of this Contract;
- d. The employee has committed an offence including mischief, fraud, theft, breach of trust, sexual harassment, or any act/omission that is prohibited by applicable laws;
- e. The employee has done misconduct, unprofessional behaviour or any action that constitutes disciplinary issues.
- f. The Employee's performance is unsatisfactory or below the average performance level required for any assigned project to the Employee.

4.5 Retirement. The retirement age is 60 years. Please note that the Employee shall automatically stand retired from service upon completion of 60 years and no separate notice shall be required to be given for the above.

5. RESIGNATION FROM SERVICES OF THE COMPANY

The Employee can resign from the services of the Company at any time however the Employee will need to comply with all conditions outlined below.

- a. The Employee must provide at least 2 (two) month's written notice or payment of

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salary in lieu for the shorter notice period.

b. The Employee must also work at least 40 working days during the notice period. If 40 working days are not met in the two months period then the person will continue to be at the Company for the extra days beyond two months.

6. NON DISCLOSURE

The Employee will not give out by word of mouth or otherwise, particulars or details of procedures, technical know-how, administration and / or organisational matters pertaining to the Company which may be the Employee's personal privilege to know by virtue of being in employment with the Company. The Employee undertakes that the Employee is ready and willing to take all reasonable steps to minimize the risk of disclosure of any confidential information and trade secrets, and shall not during the term of employment, associated with any secure storage and the Employee will return any property, information, documents, written material or copies of the same belonging to the Company within the Employee's possession, and will not at any time thereafter copy or reproduce the same.

The Employee's services hereunder shall be exclusive to the Company during the currency of the employment.

The Employee is aware that during the course of employment with the Company the Employee will have access to the confidential/proprietary information about the Company, Group Companies, its Existing and Past Clients, its business transactions, and associated companies.

The Employee shall not during the course of employment and Three (3) years after the Employee has ceased to be in the employment of the Company, discloses such confidential/proprietary information to any third party and/or any unauthorized person. All notes and memoranda pertaining to the Company trade secrets and confidential/proprietary information made by or acquired by the Employee during the course of employment shall at all times remain the property of the Company. Upon termination of employment, the Employee shall return all notes/memoranda and any copies thereof to the Company that the Employee may have obtained during the course of the employment.

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The Employee is obliged to sign a non-disclosure agreement specific to a particular client as and when required by the Company.

7. DUTY OF LOYALTY DURING EMPLOYMENT

The Employee understands that the employment with the Company requires full attention and effort of the Employee. The Employee agrees that during the period of employment by the Company the Employee will not, without the Company's written consent, engage in any employment or business activity (other than for the Company) which is detrimental to the best interests of the Company, or is competitive with, or would otherwise conflict with, the employment by the Company.

Prior to joining the Company the Employee will ensure that the Employee is free from any contractual restrictions preventing the Employee from accepting this Contract or starting work on the joining date.

8. CONFIDENTIAL INFORMATION

8.1 Confidential Information. The Employee understands and acknowledges that during the course of the Employee's employment by the Company, the Employee will have access to and learn about company confidential information. The Employee further understands and acknowledges that this confidential information and the Company's ability to reserve it for the exclusive knowledge and use of the Company is of great competitive importance and of commercial value to the Company, and the improper use or disclosure of the confidential information by the Employee will cause irreparable harm to the Company for which remedies at law will not be adequate. All client information shall be treated as confidential information provided by the Company.

For the purpose of this Contract, "Confidential Information" means any and all information disclosed by the Company to the Employee before or during the term that: (i) in any way relates

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or pertains to the Company, its properties, personnel, operations or business; (ii) if disclosed in written, electronic or other tangible form is conspicuously marked as confidential, proprietary or other similar designation; and (iii) if disclosed in oral or visual form is identified as confidential at the time of disclosure; provided that in all events information that the Employee should reasonably understand to be confidential to the Company shall constitute “confidential information” even if not marked or otherwise identified as confidential.

Confidential information includes, but is not limited to, business processes, practices, methods, policies, plans, publications, documents, operations, services, strategies, techniques, agreements, contracts, transactions, know-how, trade or business secrets, data, computer programs, computer software, source code, object code, software design, applications, operating systems, database manuals, records, systems, supplier information, vendor information, financial information, legal information, marketing information, pricing information, design information, technical information, customer/client information, payroll information, staffing information, personnel information, employee lists, supplier lists, vendor lists, Existing or Past Clients/Customer list, products, product plans, models, designs, research, trade secrets, know-how, inventions, discoveries, copyrights and other intellectual property, formulae, formulations, notes, instructions, reports, algorithms, unpublished patent applications, original works of authorship, and discoveries of the Company or its businesses or of any other person or entity that has entrusted information to the Company in confidence.

The Employee understands and agrees that confidential information developed by the Employee in the course of the Employee’s employment by the Company shall be subject to the terms and conditions of this Contract as if the Company furnished the same confidential information to the Employee in the first instance.

Confidential information shall not include information that is generally available to and known by the public, provided that such disclosure to the public is through no direct or indirect fault of the Employee or person(s) acting on the Employee’s behalf.

8.2 The Employee is obliged to sign a non-disclosure agreement specific to a particular client as and when required by the Company.

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8.3 Exceptions. Confidential information does not include: (i) information that is readily available to the public at the time of disclosure to the Employee, (ii) information that, through no violation of the terms of this Contract, becomes readily available to the public after its disclosure to the Employee, (iii) information that the Employee can demonstrate was known by the Employee or Employee's possession without an obligation of confidentiality at the time of its disclosure to the Employee; (iv) information is received from a third party in good faith by the Employee without knowing that such information was subject to restrictions on its disclosure; (v) information that is independently developed by the Employee without use of or access to confidential information of the Company.

The foregoing notwithstanding, it is not a violation for the Employee to disclose confidential information if the Employee is compelled to disclose by a subpoena or order issued by a court of competent jurisdiction (each, an “**Order**”) or is otherwise required to make disclosure of confidential information in accordance with any applicable law, rule or regulation (“**Legal Requirement**”), provided the Employee gives the Company prompt written notice of the Order or Legal Requirement and cooperates fully with the Company prior to disclosure to provide the Company with the opportunity to interpose any and all objections it may have to disclosure of the information required by the Order or Legal Requirement, or to otherwise limit any disclosure required by the Order or other Legal Requirement to the maximum extent permitted by law and all information disclosed shall remain confidential information until an exception applies to it.

8.4 Disclosure and Use Restrictions. The Employee agrees and covenant: (i) to treat all confidential information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate or make available confidential information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person not having a need to know and authority to know and use the confidential information in connection with the business of the Company and, in any event, not to anyone outside of the direct employee of the Company except as required in the performance of Employees authorized duties to the Company, or with the prior consent of an authorized officer action on behalf of the Company in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent), and (iii) not to access or use any confidential information, and not to copy any documents, records, files, media or other resources containing any confidential information or remove any such documents, records, files, media or other resources from the premises of control of the

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Company, except as required in the performance of the Employee's authorized employment duties to the Company or with the prior consent of an authorized officer acting on behalf of the Company in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent).

8.5 Duration of confidentiality obligations. The Employee understands and acknowledges that the Employee's obligations under this Contract with regard to any particular confidential information shall commence immediately upon the Employee's first having access to such confidential information (whether before or after the Employee begins employment with the Company) and shall continue during and for a period of three (3) years after the Employee's employment by the Company. In all events, the obligation to maintain the confidentiality of any confidential information constituting the trade secrets of the Company shall continue so long as such confidential information retains economic value to the Company by virtue of such information remaining confidential.

9. PROPERTY RIGHTS

9.1 Intellectual Property Rights. The Employee acknowledges and agrees that all (i) works of authorship, copyrights, trade secrets, passwords, trademarks and service marks (and related goodwill), patents and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefore, and continuations, divisions, continuations-in-part, reissues, extensions and renewals, (ii) inventions, research, developments, devices, articles, reports, designs, photographs, drawings, charts, graphs, concepts, company methods, methodologies, processes, exercises and approaches, tools, documents, paradigms and physical property, whether copyrightable or non-copyrightable, and (iii) moral rights; (iv) rights of publicity, and (v) other proprietary rights previously or hereafter utilized or created by the Company services (collectively, "**Intellectual Property Rights**"), shall be the sole and exclusive property of the Company.

9.2 Work Product. The Employee acknowledges and agrees that all writings, works of authorship, technology, inventions, discoveries, ideas and other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived and brought to practice by the Employee by the Employee individually or jointly with others during

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the period of Employee's employment by the Company and relating in any way to the business or contemplated business, research or development of the Company (regardless of when or where the Work Product is prepared or whose equipment or other resources is used in preparing the same) and all printed, physical and electronic copies, all improvements, rights and claims related to the foregoing, and other tangible embodiments thereof (collectively, “**Work Product**”), shall be the sole and exclusive property of the Company.

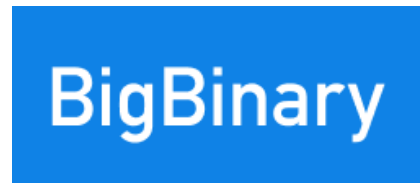
For the purpose of this Contract, Work Product includes, but is not limited to, Company information, including plans, publications, research, strategies, techniques, agreements, documents, contracts, know-how, computer programs, computer applications, software design, web design, web based tools, cloud based products and tools, work in process, databases, manuals, results, developments, reports, graphics, drawings, sketches, market studies, formulae, notes, communications, algorithms, product plans, product designs, styles, models, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer/client information, customer/client lists, and marketing and sales information.

9.3 Work Made for Hire; Assignment. The Employee acknowledges that, by reason of being employed by the Company at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is “work made for hire” as defined in the Copyright Act of 1976 of USA (17 U.S.C. § 101), and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, the Employee hereby irrevocably assign to the Company, for no additional consideration, the Employee’s entire right, title and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim and recover for all past, present and future infringement, misappropriation or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Contract shall be construed to reduce or limit the Company’s rights, title or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that the Company would have had in the absence of this Contract.

9.4 Further Assurances; Power of Attorney. During and after the employment, the Employee agrees to reasonably cooperate with the Company at the Company’s expense to (i)

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apply for, obtain, perfect and transfer to the Company the Work Product and Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (ii) maintain, protect and enforce the same, including, without limitation, executing and delivering to the Company any and all applications, oaths, declarations, affidavits, waivers, assignments and other documents and instruments as shall be requested by the Company. The Employee hereby irrevocably grants the Company power of attorney to execute and deliver any such documents on the Employee's behalf in the Employee's name and to do all other lawfully permitted acts to transfer the Work Product to the Company and further the transfer, issuance, prosecution and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if the Employee does not promptly cooperate with the Company's request (without limiting the rights the Company shall have in such circumstances by operation of law). This power of attorney is coupled with an interest and shall not be affected by the Employee's subsequent incapacity.

9.5 Moral Rights. To the extent any copyrights are assigned under this Contract, the Employee hereby irrevocably waives, to the extent permitted by applicable law, any and all claims the Employee may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" with respect to all Work Product and all Intellectual Property Rights therein.

9.6 No License. The Employee understands that this Contract does not, and shall not be construed to, grant the Employee any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software or other tools made available to the Employee by the Company.

9.7 Inventions and Original Works of Authorship Retained. The Employee has attached hereto, as Exhibit A, a complete list describing all inventions or original works of authorship that, as of the Effective Date, belong solely to the Employee or belong to the Employee jointly with others, and that relate in any way to any of the Company's proposed businesses, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, the Employee represents that there are no such inventions at the time of signing this Contract.

10. COMPANY PROPERTY

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The Employee acknowledges and agrees that the Employee has no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, files, email messages, and voice messages) and that the Employee's activity and any files or messages on or using any of those systems may be monitored at any time without notice. The Employee further agrees that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice.

11. EXIT OBLIGATIONS

Upon (i) voluntary or involuntary termination of the Employee's employment or (ii) the Company's request at any time during the time of the Employee's employment, the Employee shall (a) provide or return to the Company any and all Company property, including, without limitation, keys, key/access cards, identification cards, security devices, passwords, login IDs, credit cards, network access devices, computers, cell phones, other electronics devices, equipment, manuals, reports, files, books, work product, e-mail messages, recordings, thumb drives or other removable information storage devices, hard drives, and all Company documents and materials belonging to the Company and stored in any fashion, including but not limited to those that constitute or contain any Confidential Information or Work Product, that are in the Employee's possession or control, whether they were provided to the Employee by the Company or any of its business associates or created by the Employee in connection with the employment by the Company; and (b) delete or destroy all copies of any such documents and materials not returned to the Company that remain in the Employee's possession or control, including those stored on any non-Company devices, networks, storage locations and media in the Employee's possession or control.

12. NOTICE TO THIRD PARTIES

The Employee understands and agrees that the Company may, with or without prior notice to the Employee and during or after the termination of the Employee's employment with the Company,

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notify third parties of the Employee's agreements and obligations under this Contract.

13. NON-SOLICITATION

It is agreed that during the period of the employment, thereunder, and for a period of three (3) years following the termination of employment with Company for any reason, the Employee shall not (i) directly or indirectly provide any services to any Existing and Past Clients or Customer of the Company or the Group Companies without written consent from the Company; (ii) solicit or entertain offers from any of the Existing and Past Clients or Customer of the Company or the Group Companies, whether for oneself or on behalf of any other entity; (iii) in any manner attempt to induce any of the Existing and Past Clients or Customer of the Company or the Group Companies withdraw their business from the Company or the Group Companies; or (iv) not solicit any employees or consultants of the Company or the Group Companies to terminate their contractual agreements with the Company or the Group Companies.

As an inducement for the Company to employ Employee, and/or to continue to employ Employee, and for compensation to be received, and for valid consideration, the undersigned Employee hereby agrees during Employee's employment with the Company, and for a period of three (3) years following the date after which Employee's employment by the Company is terminated for any reason, regardless of whether Employee's termination was voluntary or involuntary, the Employee shall not directly or indirectly induce, encourage, or influence or seek to induce, encourage or influence, any person or entity who or which has been engaged by the Company as an executive, employee, manager, director, independent contractor, or otherwise, to terminate that employee's relationship with the Company or the Group Companies. Additionally, during the Employee's employment with the Company, and for a period of Three (3) years following the date after which the Employee's employment with the Company is terminated for any reason, regardless of whether the Employee's termination was voluntary or involuntary, the Employee shall not directly or indirectly hire, or cause to be hired, any person or entity who or which has been engaged by the Company or the Group Companies as an executive, employee, manager, director, independent contractor, or otherwise.

As an inducement for the Company to employ the Employee, and/or to continue to employ the Employee, and for compensation to be received, and for valid consideration, the undersigned

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Employee hereby agrees during the Employee's employment with the Company, and for a period of three (3) years following the date after which the Employee's employment by the Company is terminated for any reason, regardless of whether the Employee's termination was voluntary or involuntary, the Employee shall not call upon any Existing and Past Clients or Customer for the purpose or soliciting or selling any services which are the same or similar to the services offered by the Company or the Group Companies.

Additionally, during the Employee's employment with the Company, and for a period of three (3) years following the date after which the Employee's employment with the Company is terminated for any reason, regardless of whether the Employee's termination was voluntary or involuntary, the Employee shall not directly or indirectly solicit, divert, take away, or do business with any Existing and Past Clients or Customers or Clients except for the benefit of the Company.

"Existing and Past Customers" means all persons, firms or entities including, but not limited to clients, prospects, customers, developers, companies and/or entities, that have either (i) sought or purchased the Company's or the Group Companies' services; (ii) been contacted by the Company or the Group Companies for the purposes of selling its services during the Employee's employment, and all persons, firms, or entities subject to the control of those persons, firms, or entities; or (iii) been brought with the Employee when his/her employment began. Existing Customers include all customers who are currently working with Company or Group Companies and Past Customers include all customers who had stopped working with Company or Group Companies but it is not yet three (3) years since the last invoice was paid by them.

"Existing and Past Clients" means all persons, firms or entities that have directly or indirectly referred any business to the Company or to the Group Companies, including but not limited to (i) clients, prospects, customers, developers, companies and/or entities and all persons, firms, or entities subject to the control of those persons, firms or entities; or (ii) any person, firm or entity that was brought with Employee when his/her employment began. Existing Clients include all clients who are currently working with Company or Group Companies and Past Clients include all clients who had stopped working with Company or Group Companies but it is not yet three (3) years since the last invoice was paid by them.

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**14. NON-DISPARAGEMENT**

The Employee agrees, at all times during and after the termination of the Employee's employment with the Company that the Employee will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the Company or its businesses, or any of its employees, officers, and existing and prospective customers, suppliers, investors and other associated third parties.

15. NON-COMPETITION

The Employee agrees and covenant that during the term of the Employee's employment with the Company and for a period of twelve (12) months immediately following the termination of such employment for any reason, whether with or without cause, the Employee will not engage in Prohibited Activity, as defined below.

For purposes of this Section, "**Prohibited Activity**" is an activity in which the Employee contributes his/her knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, agent, partner, director, stockholder, officer, volunteer, intern or any other similar capacity to an entity engaged in the same or similar business as the Company, or any other line of business that the Company is involved in during Employee's employment with the Company. Prohibited Activity also includes activity that may require or inevitably require disclosure of trade secrets, proprietary information or Confidential Information.

16. RELATIONSHIP

The Employee further understands and acknowledges that if the Employee's employment with the Company ends and the Company, within a year thereafter, either re-employs the Employee or engages the Employee as a consultant, the Employee agrees that this Contract will also apply to such later employment or consulting relationship, unless the Company and the Employee otherwise agree in writing.

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**17. GENERAL CONDITIONS**

17.1 The Employee may be selected and sponsored by the Company for familiarization/training assignments with the Company's technical collaborators or any other institutions/organizations in India and/or abroad. The Employee will diligently and beneficially take part in such assignments. The cost of such training, including the travel fare and related expenses, will be borne by the Company subject to the agreements to be drawn up and signed between the Company and the Employee. Such agreements will be specifying the minimum period the Employee will be required to serve the Company after completing the training and providing for payment of liquidated damages by the Employee to the Company proportionate to the time period of service remaining to be rendered, in the event the Employee voluntarily terminates the Contract of service, as the case may be, prior to the expiry of the agreed period of service referred to hereinabove.

17.2 Governing Law. The validity, interpretation, construction and performance of this Contract shall be governed by the laws of India, without giving effect to the principles of conflict of laws. The Company and the Employee hereby irrevocably submits to the jurisdiction of the state of Maharashtra in any action or proceeding arising out of or relating to this Contract, and hereby irrevocably agree that all claims in respect of any such action or proceeding may be heard and determined by such court and the parties irrevocably consent to such jurisdiction and venue.

17.3 The Employee will comply with the Company policies laid out in the Company handbook.

17.4 The Employee shall not under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount or profit from any person, company, or firm having business transactions with the Company.

17.5 During the employment, the Employee will be bound by the Company's Rules and Regulations framed and enforced from time to time. The Company reserves the right to amend or alter the said Rules and Regulations at its discretion and these will be deemed as Rules and Regulations in terms of employment. The Employee will be made aware of the changes in the

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policies in accordance with the Company policy.

17.6 Should the Employee remain absent from work, without any reasonable explanation, for more than seven (7) consecutive days, it will be presumed that the Employee has quit without notice and has abandoned its services, thereby terminating the “employment contract”. In such a case, the Employee will not be entitled to any statutory compensation.

17.7 The Employee will be responsible for transportation to and from the office and the Company has no liability whatsoever in this regard, irrespective of the timing of the duty.

17.8 The Company has the right to verify the facts stated by the Employee in the resume submitted during the interview process or later. If any of the facts stated therein are found to be false, the employment of the Employee will be terminated immediately without any notice or any compensation in lieu of the notice period.

17.9 This appointment letter contains the entire understanding between the parties and supersedes all previous agreements and/or arrangements relating to employment with the Company. Any amendments or modifications to this appointment letter shall be made in writing and signed by both the parties.

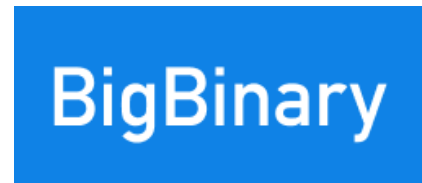
17.10 The terms and conditions of service are confidential and may not be disclosed to or discussed with anyone.

17.11 Entire Contract. This Contract sets forth the entire agreement and understanding between the Company and the Employee relating to its subject matter and merges all prior discussions between the Company and the Employee. No amendments to this Contract will be effective unless in writing signed by the Company and the Employee. The Company shall not be deemed hereby to have waived any rights or remedies it may have at law or equity, nor to have given any authorizations or waived any of its rights under this Contract, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of the Company. Any subsequent change or changes in the Employee’s duties, obligations, rights or compensation will not affect the validity or scope of this Contract.

17.12 Severability. If any term or provision of this Contract is invalid, illegal or unenforceable

Big Binary Solutions Pvt. Ltd.

Reg. Off.: B&S House, 29/8, Sharad HSG SOC., OFF S.B. Road
 Pune-16, India
 CIN No.: U74999PN2016FTC157803
hello@BigBinary.com



in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. If any part of a term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining part of the term or provision of this Contract or invalidate or render unenforceable such part of the term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Contract to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

17.13 Successors and Assigns. This Contract will be binding upon the Employee's heirs, executors, administrators and other legal representatives, and the Employee's successors and assigns, and will be for the benefit of the Company, its successors, and its assigns.

17.14 Remedies. The Employee acknowledges and agrees that violation of this Contract by the Employee may cause the Company irreparable harm, and therefore agrees that the Company will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security, in addition to and without prejudice to any other rights or remedies that the Company may have for a breach of this Contract. Additionally, violation of any terms and conditions of this Contract shall entitle the Company for taking all legal actions against the Employee for misleading the Company.

17.15 Counterparts. The Parties may execute this Contract in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.hellosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

17.16 This Contract will be exclusive between the Company and Employee and cannot be enforced by or for the benefit of any third party, except Big Binary LLC may enforce this Contract against the Employee.

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17.17 By signing this Contract both the Parties agrees to the terms and conditions mentioned above and if at any point of time Company finds that the Employee is misleading the Company, or breaching this Contract then the Company has full right to take all possible legal actions against the Employee, including without limitation, imposing fine or taking any disciplinary action etc.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date.

FOR BIG BINARY SOLUTIONS PVT. LTD.



Signature: _____

Name: Kirti Gulati

Title: Director

Date: _____

ACCEPTANCE OF APPOINTMENT LETTER

Name: Abhinav Kumar

Signature: Abhinav

Date: _____