



सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

**Certificate No.**

: IN-DL51080025800483T

**Certificate Issued Date**

: 16-Nov-2021 07:16 PM

**Account Reference**

: IMPACC (IV)/ dl777003/ DELHI/ DL-DLH

**Unique Doc. Reference**

: SUBIN-DLL77700388088473195471T

**Purchased by**

: BADA BUSINESS PVT LTD

**Description of Document**

: Article 5 General Agreement

**Property Description**

: Not Applicable

**Consideration Price (Rs.)**

: 0  
(Zero)

**First Party**

: BADA BUSINESS PVT LTD

**Second Party**

: Not Applicable

**Stamp Duty Paid By**

: BADA BUSINESS PVT LTD

**Stamp Duty Amount(Rs.)**

: 50  
(Fifty only)



Please write or type below this line

#### EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT ("Agreement")** dated as of **28-Jan-22**, **Ankit Kumar** between an individual residing at **S/O Chatar Sain, Jandheri, Muzzaffarnagar , UP - 251314** Employee or **you** and **Bada Business, a Private Limited company** (the "**Employer**" or "**Company**") (collectively, the "**Parties**"). **WHEREAS**, the Parties desire to enter into this Agreement in order to set forth the terms pursuant to which the Company will employ you and you will serve as an Employee of the Company. **NOW, THEREFORE**, in consideration of the foregoing and the mutual agreements set forth herein, and other valuable consideration, the Parties, intending to be legally bound, hereby agree as follows

For Bada Business Pvt. Ltd.

Authorized Signatory

## **1. ROLES & RESPONSIBILITY AND COMPENSATION**

- 1.1** Upon the commencement of your employment with the Company, you shall occupy the position of "**Lead Developer**" w.e.f **28-Jan-22**, and perform the duties specified in the appointment letter to which this Agreement is attached (the "**Appointment Letter**"), as a full-time employee of the Company (your "**Position**") reporting to the designated Company personnel.
- 1.2** Your Total Cost to Company will be **INR 1,650,000/-per annum, Fixed Salary 1500000/- and a Performance Linked Annual Bonus INR 150,000/-** The compensation offered to you is based on your employment history credentials including your prior work experience, the type of industry and compensation offered to you by the previous employer. If you are unable to produce documentary evidence to substantiate the same, your compensation shall be modified and the compensation offered in this Appointment letter shall no longer be valid.
- 1.3** You shall devote your entire working time, attention and energies to the business of the Company and shall assume and perform such further reasonable responsibilities and duties as may be assigned from time to time by the reporting manager or his / her designate(s), as applicable. You agree that you shall not undertake other business activities, except with the prior written consent of the Company, whether or not you receive financial compensation for these activities.
- 1.4** During the term of your employment with the Company, you agree that to the best of your ability, you will at all times loyally and conscientiously perform all of the duties and obligations required of and from you pursuant to the express and implied terms hereof, and to the reasonable satisfaction of the Company. The Company reserves the right to change, alter or modify your general duties and responsibilities, including your job title, at its sole discretion pursuant to the needs and requirements of the Company.
- 1.5** The Company will be entitled, at any time during the Term, or in any event upon termination, howsoever arising, to deduct from your remuneration any monies due from you to the Company, including but not limited to salary, loans, advances, or any excess leave pay.

## **2. HOURS OF WORK**

You will be required to work a minimum of 9 hours a day from Monday to Friday. However, the Company expects that you will at all times be attentive to the needs and requests of its clients which among other reasons could result in the Company requiring you to work outside normal working hours in the furtherance of your duties. While the Company does not include weekends as a mandatory work day, you will need to be present at the office or otherwise work on any number of weekends for client business, training, general meetings or otherwise. You may also be expected to travel outside your base location in the course of your duties. No additional remuneration will be paid for work outside office hours.

## **3. LEAVE**

You will be entitled to leave in accordance with **Bada Business's Work Hours and Leave Policy** as in force and effect from time to time mentioned in the Employee Handbook.

## **4. PLACE OF WORK**

- 4.1** You are required to report to work at the Company's in Okhla, New Delhi. The Company may, after giving you reasonable notice, transfer or assign your services to any place of business of the Company, which may subsequently be acquired or established, in any part of India or overseas.
- 4.2** The Company may also depute you or assign you to any affiliate, associate company, branch, office, joint venture, subsidiary or other companies, concerns, organizations, or firms with whom the Company may make any such arrangement or agreement. You may also be required on a temporary basis to work at any client premises based in India or overseas.
- 4.3** In the event you are working outside of a Company Office, you shall be reasonably accessible at all times on the phone and / or any form of instant messaging, currently in use by the Company.

For Bada Business Pvt. Ltd.

  
Authorized Signatory

**5. CONFIDENTIALITY INVENTIONS RIGHTS & NON-COMPETITION** You acknowledge and agree to the terms and conditions of "Annexure II" attached hereto (the "*Confidentiality Inventions Rights & Non-Competition Appendix*"), which is hereby incorporated herein by reference.

**6. COMPANY PROPERTY**

You will always maintain in good condition Company property which may be provided to you for official use during the course of your employment and shall return all such Company property to the Company immediately on termination of your services by you or the Company, failing which the cost of the same will be recovered from you by the Company.

**7. BORROWING/ACCEPTING/GIVING GIFTS**

You will not borrow or accept or give any money, gift, reward or compensation for your personal gain from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings. You will also not under any circumstances engage in any act that involves or even gives the impression of involving bribery or any illegal activity whatsoever.

**8. BACKGROUND INVESTIGATION**

**8.1** You represent that you have never been convicted of, been charged with or are on trial for any crime or other transgression whatsoever in India or abroad.

**8.2** You will be subject to background checks that will be conducted immediately on acceptance of our offer and commencement of employment with us. Background checks will include:

- (i) Employment check
- (ii) Education check
- (iii) Criminal court record check

**9. TERM AND TERMINATION OF EMPLOYMENT**

**9.1** The term of this Agreement shall be for a period as specified unless this Agreement is terminated by the **Bada Business Pvt. Ltd.** as per the notice period policy prior to the end of the Term, or otherwise as described below.

**9.2** The Appointment Letter states when your period of employment with the Company commences. Your period of employment does not include any period of service with any previous employer.

**9.3** Notwithstanding any other provision hereof, your employment may be terminated by the Company without notice if it has reasonable grounds to believe that you are guilty of fraud, misconduct, gross negligence, or have committed any breach of this agreement, or your performance is not up to Company standards. Termination of your employment under this sub-paragraph would be without prejudice to:

- 9.3.1** The Company's right to claim the actual damages it has suffered through this breach and
- 9.3.2** Any other relief to which the Company may be entitled under contract, law or equity.
- 9.4** Misconduct will include without limitation:
  - 9.4.1** Absence from service without notice as required by the Work Hours and Leave Policy on more than three occurrences;
  - 9.4.2** Going on or abetting a strike in contravention of any law;
  - 9.4.3** Causing damage to the property of the Company;
  - 9.4.4** Any disobedience of direction from management;
  - 9.4.5** Breach of confidentiality/secrecy provisions set out in this Agreement (including as set out in the Confidentiality Inventions Rights & Non-Competition Appendix attached hereto).

For Bada Business Pvt. Ltd.

  
Authorized Signatory

- 9.5 In the event of dissatisfaction in the results of the background investigation mentioned in Section 8, your employment may be terminated without notice.
- 9.6 In the event that you voluntarily terminate your employment during the Term for any reason whatsoever you shall provide the notice period as per the company policy or compensate the Company pro-rata to the salary for any shortfall in such notice. Such payment cannot include forfeiture of accumulated Leave, as calculated in accordance with the Work Hours and Leave Policy.
- 9.7 The Company's decision as to the termination of your services or employment shall be final and legally binding on you.
- 9.8 That you will be on probation for a period of three months which may be extended if required. Terms of contract during the probationary period can be terminated by giving **30 days'** notice period or pay in lieu of notice. Post the confirmation your employment with the Company is liable to be terminated at any time by the Company by giving you not less than **60 days written notice**, or by payment of 60 days salary in lieu of such notice. Accrued leave does not count towards payment in lieu of notice.

#### **10. RULES AND REGULATIONS**

- 10.1** The Company shall be entitled to modify the terms of your employment on providing you with prior written notice and in accordance with applicable law. You will, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time.
- 10.2** You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you from time to time.

#### **11. INDEMNITY**

You will fully and effectively indemnify the Company against all losses, damages and expenses incurred due to any breach of the terms of this Agreement (including the Appointment Letter and the Confidentiality Inventions Rights & Non-Competition Appendix), or any fraud, misconduct or gross negligence on your part in the course of your employment with the Company.

#### **12. CORRECTNESS OF THE INFORMATION GIVEN IN THE APPLICATION FOR EMPLOYMENT AND BIO DATA**

Your appointment is being made on the basis of the information and details given by you. If, at any time, any information or detail given by you is found to be incorrect or inaccurate or false, the Company may terminate your services without any notice, salary in lieu of notice or compensation.

#### **13. GENERAL**

- 13.1** This Agreement will be governed by the laws of India, without reference to conflict of laws principles.
- 13.2** This Agreement (including the Appointment Letter and the Confidentiality Inventions Rights & Non-Competition Appendix) constitutes the entire agreement between the Parties with respect to its subject matter and may not be amended except in a writing signed by a duly authorized representative of the respective Parties. Please confirm your acceptance of the terms and conditions of your ongoing employment by signing and returning the enclosed copy of this letter.

For Bada Business Pvt. Ltd.  
For Bada Bus. Pvt. Ltd.

Authorized Signatory

Authorized Signatory

#### **ACCEPTANCE NOTE**

I, Ankit Kumar, have read and understood the above terms and conditions governing my services and employment with Bada Business Pvt. Ltd. included in the foregoing Agreement the attached Confidentiality Inventions Rights & Non-Competition Appendix, and the same are acceptable to me.

Place: New Delhi  
Date: 14-Feb-22

\_\_\_\_\_  
Signature of Acceptance

**Annexure 1: Compensation & Benefits**

**E-code: 1500**  
**Name: Ankit Kumar**  
**Designation: Lead Developer**  
**Department: Technology**  
**Date of joining: 28-Jan-22**

**SALARY ANNEXURE**

Components in INR	Salary Components	Monthly Amount in INR	Yearly Amount in INR
<b>Monthly Salary components:</b>	<b>1. Basic Salary</b>	62500	750000
	<b>2. House Rent Allowance</b>	31250	375000
	<b>3. Special Allowance</b>	29,450	353400
<b>A. Gross Total</b>		<b>123,200</b>	<b>1478400</b>
<b>Employee Contributions:</b>	<b>PF (Employee Contribution)</b>	1800	21600
	<b>ESIC Employee Contribution @0.75%</b>	-	0
<b>In Hand Salary (Before Tax)</b>		<b>121400</b>	<b>1456800</b>
<b>B. Employer Contributions:</b>	<b>PF Employer Contribution</b>	1800	21600
	<b>ESIC Employer Contribution @3.25%</b>	-	0
<b>C. Annual Components**</b>	<b>1. Performance Variable</b>	-	150000
	<b>2. Leave Travel Assistance</b>		
<b>Total (A+B+C)</b>		<b>125,000</b>	<b>1650000</b>

For Bada Business Pvt. Ltd.  
  
 Authorised Signatory

Authorized Signatory

**"Annexure II"**

**NON-DISCLOSURE AGREEMENT**

**CONFIDENTIALITY INVENTIONS RIGHTS & NON-COMPETITION**

This "Appendix I" (Confidentiality Inventions Rights & Non-Competition) (this "**Appendix**") forms a part of the Appointment Letter and the Employment Agreement, dated as of 28-Jan-22 between Ankit Kumar ("Employee") and Bada Business, a private limited company (the "**Company**") (collectively, the "**Parties**"), to which it is attached (the "**Agreement**"). Capitalized terms used but not otherwise defined in this Appendix have the respective meanings given to them in the Agreement.

**1. Confidential Information.**

(a) As used herein, "**Confidential Information**" shall mean, without limitation,

- (i) any idea, proposal, plan, information, procedure, technique, formula, technology or method of operation, any written or oral information of a proprietary nature, and any intellectual property owned or licensed by Company or its clients or relating to the business, projects, operations, finances, activities or affairs of the Company or its clients or any of their principals or affiliates, whether of a technical nature or not (including trade secrets, know-how, processes, and other technical or business information), or any proposed change thereto,
- (ii) any information in connection with or related to negotiations or discussions between or including the Company and Employee with respect to the Purpose or the Relationship, including (without limitation) that the Company and Employee are having such negotiations or discussions,
- (iii) any other information disclosed by Company or its clients and designated by Company or its clients as confidential,
- (iv) and any other information that Employee knows or should know that Company or its clients wish to keep confidential.

By way of illustration, but not limitation, Confidential Information includes, without limitation, information regarding,

- (i) All of the computer software, contents, features and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by Company or any affiliate thereof, software programs and documentation licensed by third parties to Company, and any other similar information or material,
- (ii) The business or financial condition of Company or directly or indirectly related to Company's companies or investments or its internal administrative, billing and accounting systems,
- (iii) Customer lists, telemarketing lists, vendor lists, Employee personnel information and policies and procedures,
- (iv) Company's products and services,
- (iv) Business or financial information directly or indirectly related to Company's companies and investments and
- (v) Other processes and procedures employed by Company.

For Bada Business Pvt. Ltd.

Authorized Signatory

(b) Notwithstanding the foregoing, Confidential Information shall not include information

- (i) Currently in the public domain (other than as a result of a breach of this Appendix),
- (ii) In Employee's possession prior to its receipt from Company pursuant to this Appendix or
- (iii) Independently developed by Employee or known through a party other than Company, which party has no duty of confidentiality to Company, as demonstrated by written record.

2. Non-disclosure Obligations of employee. Employee agrees to hold all Confidential Information in strict confidence and shall not, without the express written permission of Company,

(i) disclose any Confidential Information to third parties or

(ii) use Confidential Information for any purposes whatsoever, other than the Purpose. Without limiting the generality of the foregoing, Employee shall be permitted to disclose Confidential Information only to its officers, Employees and consultants who have an absolute need to know such Confidential Information and who are informed of and agree in writing to be bound by this Appendix; provided that Employee will be liable for breach by any such person or entity. Employee shall not make any copies of the Confidential Information except as necessary for its Employees or consultants with a need to know. Any copies which are made shall be identified as belonging to Company and marked "confidential," "proprietary" or with a similar legend. Employee shall use its best efforts to assist Company in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, Employee shall immediately advise Company in the event that it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Appendix, and shall cooperate in seeking injunctive relief against any such person. Employee represents that Employee will not use or disclose to the Company, or induce the Company to use, any inventions, confidential or proprietary information or material belonging to any previous employer or any other party.

### 3. Title.

Title or the right to possess Confidential Information as between the Parties shall remain in Company. Employee shall not gain any interest or rights in or to the Confidential Information by virtue of its being disclosed to Employee for the limited purposes contemplated hereunder.

### 4. No Obligation of Disclosure; Return of Information.

Company has no obligation to disclose Confidential Information to Employee. Upon the consummation or sooner termination of the Relationship, or at any time upon Company's request, Employee shall promptly, at Company's option, either return or destroy all (or, if Company so requests, any part) of the Confidential Information previously disclosed, and all copies thereof, and Employee shall certify in writing as to its compliance with the foregoing.

### 5. Inventions.

#### (a) Inventions Retained and Licensed.

Employee has attached hereto, as Exhibit A, a list describing with particularity all inventions, original works of authorship, developments, improvements, and trade secrets which were made by Employee prior to the commencement of his/her employment (collectively referred to herein as "**Prior Inventions**"), which belong solely to him/her or belong to him/her jointly with another, which 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 by law or otherwise; or, if no such list is attached, Employee represents that there are no such Prior Inventions. Employee will not, during the course of his/her employment, incorporate into a Company product, process or machine a Prior Invention owned by him/her or in which Employee has an interest, without the prior written consent of the Company; provided, however, that if Employee does so incorporate a Prior Invention, with the prior written consent of the Company, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

For Bada Business Pvt. Ltd.

Authorized Signatory

**(b) Assignment of Inventions.**

Employee agrees that he/she will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all his/her right, title and interest throughout the world, in perpetuity, irrespective of when such assigned rights are exercised by the Company, in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registerable under copyright or similar laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice during the Employment Period that:

(i) relate at the time of conception or development to the actual or demonstrably proposed business or research and development activities of the Company;

(ii) result from or relate to any work performed for the Company, whether or not during normal business hours or on the premises of the Company's offices; or

(iii) are developed through the use, either directly or indirectly, of Confidential Information (collectively referred to as "*Inventions*"). Employee further acknowledges that all Inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets which are made by him/her (solely or jointly with others) within the scope of and during the period of his/her employment with the Company are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by his/her salary, unless regulated otherwise by law.

**(c) Maintenance of Records.**

Employee agrees to keep and maintain adequate and current written records of all Inventions made by him/her (solely or jointly with others) during the term of his/her employment with the Company. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, and any other format. The records will be available to and remain the sole property of the Company at all times. Employee agrees not to remove such records from the Company's place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business.

**(d) Patent and Copyright Rights.**

Employee agrees to assist the Company, or its designee, at the Company's expense, in every way to secure the Company's rights in the Inventions and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordation's, and all other instruments which the Company shall deem necessary in order to apply for, obtain, maintain and transfer such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights, or other intellectual property rights relating thereto. Employee further agrees that his/her obligation to execute or cause to be executed, when it is in his/her power to do so, any such instrument or papers shall continue after the termination of this Appendix until the expiration of the last such intellectual property right to expire in India. If the Company is unable because of his/her mental or physical incapacity or unavailability for any other reason to secure his/her signature to apply for or to pursue any application for any Indian or forgoing patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then Employee hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as his/her agent and attorney in fact, to act for and in his/her behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent or copyright registrations thereon with the same legal force and effect as if originally executed by him/her. Employee hereby waives and irrevocably quitclaims to the Company any and all claims, of any nature whatsoever, which Employee now or hereafter has for infringement of any and all proprietary rights assigned to the Company.

For Bada Business Pvt. Ltd.

  
Authorized Signatory

## **6. Returning Company Documents.**

Employee agrees that, at the time of the termination of his/her employment with the Company for any reason, or at any other time at the request of the Company, Employee will deliver to the Company (and will not keep in his/her possession, recreate or deliver to anyone else) any and all Confidential Information and all other documents, materials, information or property developed by him/her pursuant to his/her employment or otherwise belonging to the Company, its successors or assigns. Employee further agree that to any property situated on the Company's premises and owned by the Company, including floppy disks, CDs or DVDs, zip drives, hard drives and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice.

## **7. Disclosure of Agreement.**

As long as it remains in effect, Employee will disclose the existence of this Appendix to any prospective employer, partner, co-venture, investor or lender that can be reasonably viewed as a Competitor (as defined below) prior to entering into an employment, partnership or other business relationship with such person or entity.

## **8. Non-competition; Non-Solicitation.**

(a) Employee acknowledges and recognizes the highly competitive nature of the Company's business, that access to the Company's confidential records and proprietary information renders him/her special and unique within the Company's industry, and that she/ he will have the opportunity to develop substantial relationships with existing and prospective customers of the Company during the course of and as a result of his/her employment with the Company. In light of the foregoing, during the course of Employee's employment with the Company and for a period of Eighteen (18) months after the date of the termination of his/her employment for any reason other than a termination by the Company without cause, Employee shall not, directly or indirectly, individually or on behalf of any person, company, enterprise or entity not now parties to this Appendix, or as a sole proprietor, partner, stockholder, director, officer, principal, agent, executive, or in any other capacity or relationship, engage in any business or employment, or aid or endeavor to assist any person, business, enterprise or legal entity, which is engaged or is seeking to engage in the Business within India. Employee, however, may accept employment with a Competitor the business of which is diversified provided that

(i) Employee will not, directly or indirectly, render services or assistance to any part of the Competitor that is in any way engaged in the Business and

(ii) the Company shall receive, prior to Employee rendering services to or assisting such Competitor, written assurances deemed satisfactory by the Company from Employee and the Competitor that Employee will not, directly or indirectly, render services or assistance to any part of the Competitor that is in any way engaged in the Business of the Company. Employee accepts that is not engaged in the Business or with any captive unit of a company.

(b) During Employee's employment with the Company and for a period of Eighteen (18) months following the expiration or termination of Employee's employment with the Company, whether such termination is voluntary or involuntary, Employee shall not, without the prior written consent of the Company, on behalf of himself/herself or on behalf of any other person, business, enterprise or entity:

(i) directly or indirectly solicit, divert or encourage any of the Employees, agents, consultants or representatives to terminate his/her or its relationship with the Company, or hire any Employee, consultant or representative whether so solicited or encouraged or otherwise;

(ii) directly or indirectly solicit or encourage any of the Employees, agents, consultants or representatives of the Company to become Employees, agents, representatives or consultants of a Competitor; or

(iii) directly or indirectly on behalf of a Competitor solicit, divert or appropriate or attempt to solicit, divert or appropriate any customers, clients, vendors or distributors of the Company who were customers, clients, vendors or distributors of the Company at the time of the termination of his/her employment from the Company or during the one (1) year period prior to the termination of Employee's employment with the Company and with whom Employee had contact during his/her employment with the Company, or any prospective customers, clients, vendors or distributors at the time of Employee's termination of employment with respect to which the Company

has developed or made a sales presentation (or similar offering of services) within the one (1) year period prior to the termination of Employee's employment with the Company and with whom Employee had contact during the period of his/her employment with the Company. Employee recognizes and acknowledges that the restrictions and limitations set forth in this Appendix are legitimate and fair in light of his/her access to Confidential Information, his/her substantial contacts with customers of the Company and the Company's need to develop and market its services and products. Employee further acknowledges that the customers and competitors of the Company are located throughout Orissa or other Indian jurisdictions, and that a business competitive with the Company may be carried on anywhere within these areas as a result of the unique use of Internet, telephonic, technologic and other advanced communications techniques. Therefore, Employee acknowledges that the geographical application of the provisions and restrictions contained in this Appendix are reasonable under the circumstances. Employee further acknowledges that:

- (i) in the event his/her employment with the Company terminates for any reason, he/she will be able to earn a livelihood without violating the foregoing restrictions and
- (ii) his/her ability to earn a livelihood without violating such restrictions is a material condition to his/her employment with the Company.

#### **9. General.**

- (a) This Appendix is neither intended to nor will it be construed as creating a joint venture, partnership or other form of business association between the Parties, nor an obligation to buy or sell products using or incorporating the Confidential Information.
- (b) The failure of Company to enforce any right resulting from breach of any provision of this Appendix by Employee will not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.
- (c) Employee agrees that, in the event of any breach of any provision hereof, Company will not have an adequate remedy in money or damages. Employee therefore agrees that, in such event, Company shall be entitled to obtain injunctive relief against such breach in the jurisdiction court of New Delhi, without the necessity of posting a bond even if otherwise normally required. Such injunctive relief will in no way limit Company's right to obtain other remedies available under applicable law.

#### **ACCEPTANCE NOTE**

I, Ankit Kumar, with **Bada Business Pvt. Ltd.** included in the foregoing Agreement (which includes the foregoing Appointment Letter and the attached Confidentiality Inventions Rights & Non-Competition Appendix), and the same are acceptable to me.

Signature: \_\_\_\_\_

Authorized Signatory  
For Bada Business Pvt. Ltd.

Name of Employee: \_\_\_\_\_

  
Authorized Signatory

Address: \_\_\_\_\_

Date: 14-Feb-22

Address: Plot No. 15, Okhla Phase 3,

Place: New Delhi

 New Delhi – 110020