littleBits

LITTLEBITS ELECTRONICS INC. 601 W 26TH ST, SUITE M274 NEW YORK, NY 10001

Shreiya Chowdhary sc6717@nyu.edu

OFFER OF EMPLOYMENT

Dear Shreiya,

On behalf of the entire team of Bitizens, we are more than a little bit happy to offer you a Full Time Temporary position with littleBits Electronics Inc. (the "Company") on the following terms.

Your position will be Product Intern and you will report to Arpan Jhaveri, Director, Software Product Management. You will work out of our geek filled offices located in New York, NY, commencing on June 1, 2018 with a projected end date of August 30, 2018. Please note that because you are an at-will employee, either you or the Company may terminate your employment at any time for any reason. Just like our interchangeable Bits, the Company may change your position, duties, and work location from time to time in its discretion.

The Company will pay you an hourly rate of \$20.00 per hour payable in accordance with the Company's existing payroll schedule which is twice a month on or about the 15th of the month and the last day of the month. We anticipate that you will work 30 hours or less per week. You must get advanced approval from your manager to work overtime, which is more than 40 hours per week. Overtime will be paid over-time at a rate of 1.5 times your regular rate of pay. Overtime must be authorized in advance by your manager.

As a full-time Bitster, you will be eligible to participate in our benefit plans in effect from time to time during your employment. All matters of eligibility for coverage or benefits under any benefit plan shall be determined in accordance with the provisions of such plan. The Company reserves the right to change, alter, or terminate any benefit plan in its sole discretion and may modify your salary from time to time as it deems necessary.

You will be expected to comply with the Company's personnel policies and procedures as they may be adopted, revised or deleted from time to time in the Company's sole discretion.

Your employment with the Company will be "at will" which means that either you or the Company may terminate your employment at any time for any reason or for no reason. Accordingly, this Offer Letter is not to be construed or interpreted as containing any guarantee of continued employment. Your employment at-will status can only be modified in a written agreement signed by you and by an officer of the Company.

In your work for the Company, you will be expected not to make unauthorized use or disclose any confidential or proprietary information, including trade secrets, of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be expected to use only that information which is generally known and used by persons with training and experience comparable to your own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company. Accordingly, you represent that: (i) you are not a party to any agreement that would prohibit you from becoming an employee of the Company; (ii) no trade secret or proprietary information belonging to your previous employer will be disclosed by you to the Company and that no such information, whether in the form of documents, memoranda, software, drawings, etc. will be retained by you or brought with you to the Company; and (iii) you have brought to the Company's attention and provided it with a copy of any agreement that may impact your future employment at the Company, including but not limited to any non-disclosure, non-competition, non-solicitation or invention assignment agreements containing future work restrictions.

You hereby authorize the Company to use, reuse, and grant others the right to use and reuse your name and likeness (including caricature), voice and biographical information, and any reproduction or simulation thereof, in any media now known or hereafter developed (including but not limited to film, video, and digital, and other tangible and electronic media) for any purpose reasonably related to the Company's business.

During your employment and thereafter you agree to maintain the strict confidentiality of all of the Company's trade secrets, proprietary and non-public information, which includes, without limitation, the Company's clients, vendors and partners. You agree that as a

condition of your employment, you will sign the Proprietary Information, Inventions, Non-

Competition and Non-Solicitation Agreement, annexed hereto as Exhibit A.

During your employment with the Company, you will be expected to devote all of your business time and effort to the performance of services for the Company and will not engage

in any other employment, consulting or business activity without the written consent of the

Company.

This offer is contingent on: (a) your executing the attached Proprietary Information,

Inventions, Non-Competition and Non-Solicitation Agreement and (b) your satisfying the

eligibility requirements for employment in the United States.

In addition, this offer is contingent upon the satisfactory outcome of a personal background

check, which, depending upon your position and department, may include professional

references, verification of previous employment and education. By signing this letter, you are authorizing the Company to check your references and complete a personal background

check. We will let you know as soon as we've completed the process and, assuming a

satisfactory outcome, confirm your start date.

This letter, together with your Proprietary Information, Inventions, Non-Competition and

Non-Solicitation Agreement, constitutes the complete and exclusive statement of the terms

of your employment with Company. It supersedes any other agreements or promises made

to you by anyone, whether oral or written.

This Offer Letter may only be modified or amended by a supplemental written agreement

signed by you and the Company. Any levity in this document, specifically that relates to the

ongoing and subversive battle being waged against the uncreative, the non-inventors and the couch potato, while very important from a culture perspective, are for convenience of

reference only and in no way define, limit or affect the of terms of this document.

Please sign and date this letter, and the enclosed Proprietary Information, Inventions, Non-

Competition and Nonsolicitation Agreement and return them to me by April 12, 2018 if you

wish to accept employment at the Company under the terms described above.

Let's Make Something That Does Something! Together!

Sincerely,

LITTLEBITS ELECTRONICS INC.

By:_ / **

Name: Vincent Sanchez

Title: CFO

ACCEPTED AND AGREED TO:

Name: Shreiya Chowdhary

Date:

04/16/2018

Please confirm your start date: 06/01/2018

Enclosed: Proprietary Information, Inventions, Non-Competition and Non-Solicitation

Agreement

Signature Certificate



☐ Document Reference: ABLDBPIBUJG6VJV7Z28UUW





Shreiya Chowdhary

Party ID: SBR9C9JW9I828M8DBVBWWC

IP Address: 216.165.95.156

VERIFIED EMAIL: sc6717@nyu.edu

Electronic Signature:

She-7-



b2d80c0e1a9d14e7e33877d0832ab345523f93a5





Vince Sanchez

Party ID: 4RBE3UJHDKTTNVKZIFFDGV

IP Address: 100.38.165.26

VERIFIED EMAIL: vince@littlebits.com



Multi-Factor
Digital Fingerprint Checksum

6fe2c628cd20ece2fabbdc728beda7fbbfd5cf7a



Timestamp	Audit
2018-04-16 10:46:06 -0700	All parties have signed document. Signed copies sent to: Arpan Jhaveri,
	Krystal Persaud, People Ops, Shreiya Chowdhary, and Vince Sanchez.
2018-04-16 10:46:05 -0700	Document signed by Shreiya Chowdhary (sc6717@nyu.edu) with drawn signature.
	216.165.95.131
2018-04-12 13:42:49 -0700	Document viewed by Shreiya Chowdhary (sc6717@nyu.edu) 216.165.95.156
2018-04-12 13:39:52 -0700	Document signed by Vince Sanchez (vince@littlebits.com) with drawn signature.
	- 100.38.165.26
2018-04-12 13:39:05 -0700	Document viewed by Vince Sanchez (vince@littlebits.com) 100.38.165.26
2018-04-12 12:53:05 -0700	Document created by People Ops (hr@littlebits.com) 100.38.165.26

