



E2E Networks Limited

CIN- L72900DL2009PLC341980

1st Floor, A-24/9, Mohan Cooperative Industrial Estate
Mathura Road, New Delhi-110044, Phone No. +91-11-4084-4964

Mr. Gaurav Bhinda
A -131, Shri Niwas Nagar, Opp Road No -6,
VKI Area, Jaipur, Rajasthan - 302039
Email: gauravbhinda334@gmail.com
Mobile: +91 8386832134

Date: 4th July 2023

Appointment Letter

Dear Gaurav,

E2E Networks Limited (the “Company” or “E2E”) is pleased to offer you employment on the following terms:

Position: Your designation will be **Associate Software Engineer** and you will initially report to the reporting manager assigned to you. This is a full-time position. By signing this appointment letter, you confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

Joining Date: Your joining date will be **4th July, 2023**.

Place of posting:

- a) Your initial place of posting is **Delhi**. You agree that the Company may also require you to work at or relocate you to such other offices, or premises existing at the time of your appointment or to be set up in the future.
- b) You agree to travel as required for the proper performance of your duties both within and outside of India if needed. Such travel shall be arranged and undertaken in accordance with Company's prevailing policies.

Compensation: Your current CTC will be **INR 9,00,000/-** with **INR 8,00,000/-** as a fixed plus **INR 1,00,000/- as a variable component** per annum. In addition to this fixed CTC you will also receive benefits as per Company's policy from time to time. The detailed break up of CTC is enclosed as **Annexure A**. This Salary will be subject to adjustment pursuant to the company's employee compensation policies in effect from time to time. Company may at its discretion provide temporary accommodation in accordance with the company policy. You shall maintain confidentiality of your compensation and employment benefits details and shall not disclose the same to others in the organization, unless you are lawfully bound to do so.

Working Hours: You may be required to work in shifts. Your standard working hours will be communicated to you by your reporting manager. If your Job requires so and depending on your position in the Company, you may be required to work beyond your standard working hours for the proper performance of your duties and to meet business operational requirements. The Company reserves the right to alter the days and hours of work any time during the course of your employment with the company.



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Employee Benefits: You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the Company policies. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary.

Proprietary Information and Inventions Agreement: As an employee of the Company, it is likely that you will become knowledgeable about confidential and/or proprietary information related to the operations, products and services of the Company, its clients or other third parties. You are required to maintain the confidentiality of all confidential information that you may become aware of during the course of your employment with the Company. To protect the interests of both the Company and its clients and other concerned parties, all employees are required to read and sign a “**Proprietary Information and Inventions Agreement**” prior to beginning employment. A copy of this agreement is attached hereto as **Annexure B**.

Employment Relationship: You acknowledge that you will be in exclusive employment with the Company and would devote your full time, attention and skills towards your Job responsibilities and that without express written permission being received from the Company you will not accept or engage yourself in any other part time or full time job or any other work even if such work is done on weekends or outside your working hours with the Company.

Further note that for pursuing any training or other educational or skill development courses, you need to take written permission from the Company by emailing hr@e2enetworks.com even if such courses or training is held on weekends or outside your working hours.

The Company reserves the right to take suitable action against you in case of breach of this clause.

Use of Company's Resources: You agree that Company's assets like printer, scanner, internet access and all Company electronic communication systems, such as electronic mail, etc, shall be made available to you only to carry out the legitimate business of the Company. You shall use the same for work purposes and refrain from using them for personal purposes. You consent to the Company monitoring, recording, accessing or examining these systems and your use of them for reasonable business requirements and in order to check if you have observed the Company's rules or if there have been any illegal or improper use of Company's resources by you. Further, you accept that the Company may prohibit or restrict you from accessing the Company's resources in case it is observed that you have misused the same.

Probation:

You will be on probation for a period of 6 months starting from your joining date.

The Company may, at its sole discretion, extend the probation period for up to a further period as it deems necessary after informing you in writing (during this extended probation period, the notice period shall continue to be the same as applicable during the probation period).

As an employee on probation, either party, by stating their intention to do so, in writing, may terminate this employment any time, provided that at **least one week notice** or salary payment in lieu thereof is given. After the completion of **6 months** of probation period, you will be automatically confirmed in the services of E2E, unless your probation period has been extended by your reporting manager and you have been informed by the Company about such extension.



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Termination Post Confirmation:

As a confirmed employee, either party, by stating their intention to do so, in writing, may terminate this employment at any time, provided that at **least one month** notice or salary payment in lieu thereof is given.

Further note that if termination is initiated by the employee, then Company at its discretion may relieve the employee on or before the expiration of the notice period and no salary shall be payable for period after the relieving date so decided by the Company. Further, on your resignation, the Company reserves the right to hold your salary till the time of your full and final settlement as per Company's process.

In the event, you are in the middle of some tasks assigned by your reporting manager, the company may require you to complete all those tasks, as determined by the company before agreeing to your release. You shall be required to give complete handover to the satisfaction of your reporting manager before your release from the Company. You are also specifically restrained from keeping copies or extracts or assets/material of any of the company's documents/business contacts/assets with you, after your release from services of the firm, except with specific written permission from the Company.

Further, the Company shall not be required to give any notice or pay salary/any amount in lieu thereof, in case termination is initiated by the Company due to in-discipline/misconduct by an employee. The misconduct by an employee shall include but shall not be limited to willful insubordination or disobedience strike without proper notice, theft, fraud or dishonesty, illegal gratification, habitual absence without leave, drunkenness, fighting, righters or disorderly behavior endangering the life of others, habitual negligence of duty, threatening or intimidating other employees of the Company, breach of confidentiality, sleeping in duty, gambling, the assigned duties are not performed by employee or in case the employee is not-reachable without prior information and there is no approval over email/phone from reporting manager for more than 24 hours, as the nature of the job demands 24x7 reachability apart from regular working hours or in case there is any other misconduct by the employee.

Post termination of your employment, for whatever reason,

- a) You shall not represent yourself as being associated with the Company in any way and must not make any adverse comment, publicly or otherwise, about the Company or its employees or office or its services.
- b) As and when required, disclose any password, security access codes or other information used by you in the course of your employment.
- c) Further, you agree to be available for Company work and answer questions which may arise on a need basis after your release date from the Company.

False Information: Your Service can be terminated without any notice and without payment in lieu of notice if at any time it is found that any information provided by you at the time of employment was false or incorrect.

Other Rules and Regulations of the Company:

Your appointment will be governed by the policies, rules, regulations, practices, processes and



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procedures of the Company as may be applicable to you and the changes therein from time to time.

Withholding Taxes: All forms of compensation referred to in this letter agreement are subject to deduction of Income Tax and other Taxes, as per the Indian Laws as applicable from time to time and applicable withholding, other payroll taxes, and other deductions as required by law from time to time. You agree that you shall be personally responsible for the settlement of all of your taxes arising from your employment with the Company.

Deduction from Salary: The Company reserves the right to deduct from your Salary (or from any other payments due to you as full and final amount or otherwise) any money which you may owe to the Company in relation to damage to the company's assets/ resources or in case of failure to handover the Company's assets/resources like laptop etc at time of relieving or in case any other amount is recoverable from you by the Company. You hereby further agree to indemnify the Company on a continuing basis for damage caused to Company's assets/resources allocated to you and also indemnify the Company against any income tax and/or any tax and penalties levied by any regulatory authority in respect of your compensation.

Background Verification: Your employment with the Company is contingent upon your successful background verification including verification through references provided by you and verification of documents provided by you like your previous employment agreement, salary slips for last 3 months, Income Tax PAN Card, proof of residence, educational qualification etc.

You also authorize E2E and any person(s) acting on its behalf to share information with other entities/individuals relating to your employment with "E2E" in the background verification process post termination of your employment with E2E. You understand that such a verification process may contain information about your background, Salary or any other information as may be asked in the background verification process. You release "E2E" from all liabilities for supplying information to any Organisation/ Individual representing itself as background verifier to E2E.

Personal data: During the course of your employment with the Company, you may provide the Company your confidential personal information including but not limited to your financial information, emails, addresses, phone numbers, shareholding details, health information and medical history (your "Personal Data").

You hereby acknowledge that the Company may collect, use, transfer, store, share such data with other organizations who ask information in relation to your employment with us or otherwise process ("Process") such Personal Data as required according to the Company's policies and in accordance with applicable laws and you hereby provide your consent for the same.

Counterparts: The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by email and in PDF form, and PDF copies of executed signature pages shall be binding as originals.

Interpretation, Amendment and Enforcement: This letter agreement and Annexures thereto constitute the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company.



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The Company reserves the right to vary any of the terms and conditions of this agreement at any time in its reasonable discretion. The terms of this letter agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your employment with the Company or any other relationship between you and the Company (the "Disputes") will be governed by INDIAN law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the central and state courts located in New Delhi, in connection with any Dispute or any claim related to any Dispute.

You agree that before the commencement of your employment, and at any time thereafter, to immediately notify the Company of any situation which may give rise or give rise to a conflict of interests in respect of your role and of any engagement or involvement that you have in any business or employment other than for the Company. You further agree to disclose prior to entering into this contract any conflict of interest situation, whether of a financial, non-financial or a personal nature. You further agree that, in case any legal case, investigation from any regulatory authority is pending against you, or you are a party to any pending legal suits/ investigation proceedings initiated by any regulatory authority, then you will duly disclose the status of the same to the Human Resource department of the Company.

Please sign all pages of a copy of this Appointment Letter, **Annexure A and Annexure B** and return to the Human Resource department of the Company to indicate your acceptance.

Welcome Aboard!

Thank you,

Authorized Signatory
E2E Networks Limited

Gaurav Bhinda
Date:



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Annexure A: Break Up of CTC

Particulars	With PF
Basic	311,360
HRA	155,680
Other allowance	311,360
Employer Contribution towards PF	21,600
Employer Contribution towards ESIC	0
Statutory Bonus	0
Laptop allowance	0
Total	800,000
Variable Pay (Refer Note 5)	100,000
Total CTC	900,000
Other Benefits	With PF
Group Mediclaim and Accident Insurance Policy (Refer Note 1)	5000
Term Insurance (Refer Note 2)	5000
Leave encashment(Refer Note 3)	25947
Gratuity (Refer Note 3)	14969
Total Benefits	50,916
Total Including Benefits	950,916

Note 1: We have the facility of Group Medical Insurance Coverage for sum assured of Rs. 7 lacs ("GMC") for self, spouse and kids and Group Personal Accidental Insurance Coverage ("GPA") for sum assured of Rs. 10 lacs for employees. In addition to your CTC, the company also bears 50% of the total premium on GMC and GPA or Rs. 5000/- per annum whichever is lower, for every employee.

Note 2: Company will reimburse you premium paid towards self term insurance up to Rs. 5000/- for current financial year. You will have to submit required proofs to claim this reimbursement.

Note 3: a) Leave encashment shall be paid as per the company leave policy on separation.

b) Gratuity shall be paid on separation in accordance with the prevalent law as may be amended from time to time.

The Gratuity and Leave encashment amounts are only indicative and cannot be claimed as a matter of contract or a right unless you are eligible to receive it as per Company policy and prevalent law.

Note 4: Salary in hand shall be subject to applicable TDS.

Note 5: Variable Pay is payable annually as per the company terms and conditions. Also, it is payable on continued employment along with salary paid on or before the month of October. e.g. for April' 23 to March' 24 period, variable pay would be paid on or before October'24.

Note 6: Currently we have mentioned CTC breakup including PF.



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Annexure B

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following confirms and memorializes an agreement that **E2E Networks Limited** a company incorporated in India (the “**Company**” or “**E2E**”) and I, **Gaurav Bhinda** have had since the commencement of my employment with the Company in any capacity and that is and has been a material part of the consideration for my employment by Company.

1. I have not entered into, and I agree that I will not enter into any agreement either written or oral in conflict with this Agreement or my employment with the Company. I will not violate any agreement with or rights of any third party or, except as expressly authorized by the Company in writing hereafter, use or disclose my own or any third party’s confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Company. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me.

2. Company shall own all rights whether existing now or in the future including all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, sui generis database rights and all other intellectual and industrial property rights of any sort throughout the world and on a perpetual basis) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with Company. In consideration of the compensation payable to me under my terms of employment, I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Company, at the Company’s expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. This assignment shall not lapse in any circumstances including on the failure of the Company to exercise the rights assigned here under for any period of time. I hereby irrevocably designate and appoint Company as my agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. If I wish to clarify that something created by me prior to my employment that relates to the Company’s actual or proposed business is not within the scope of the foregoing assignment, I have listed it on Appendix A ,if applicable, in a manner that does not violate any third party rights and have retained a copy counter signed by the authorized signatory of the Company for my records.

Without limiting Section 1 or Company’s other rights and remedies, if, when acting within the scope of my employment or otherwise on behalf of Company, I use or disclose my own or any third party’s confidential information or intellectual property (or if any Invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or violating the foregoing), Company will have and I hereby grant Company a perpetual, irrevocable, worldwide royalty free, non-exclusive, sub licensable right and license to exploit and exercise all such confidential information and intellectual property rights. This license shall not lapse in any circumstances including for non-exercise of such license by the Company for any period of time.



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3. To the extent allowed by law, paragraph 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents, and agreements from time to time as requested by the Company.

4. I agree that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) I develop, learn or obtain during the term of my employment that relate to Company or the business or demonstrably anticipated business of Company or that are received by or for Company in confidence, constitute "Confidential and Proprietary Information."

"Confidential and Proprietary Information" for the purpose of this Agreement shall mean and include any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to:

- a. All software developed or licensed by or for Company or licensed to Company by a third party, and any documentation or listing pertaining to such software; the term "software" as used in this clause refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), its audio-visual components (menus, screens, structure or organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation, diagrams, flowcharts, designs, drawings, specification, models, data, bug reports and customer information.
- b. Marketing and sales plans, product development plans, competitive analyses, benchmark test results, business and financial plans or forecasts, non-public financial information, agreements, and customer and employee lists of the Company.
- c. Any information or material not described above which relates to Company's inventions, technological developments, "know-how", purchasing, accounting, merchandising, or licensing.
- d. Any information of the type described above which Company has a legal obligation to treat as confidential, or which Company treats as proprietary or designates as confidential, whether or not owned or developed by Company.
- e. Research, creative content, product plans, products, services, suppliers, client lists and client specific information (including prospective clients of the Company) for example fees, prices and costs, markets, software, developments, inventions, processes, technology, engineering, hardware configuration information, marketing, licenses, finances, budgets or other business information disclosed to you by the Company either directly or indirectly in writing, orally or in writing, whether or not created by you, and all other information which would not be obtainable by you if you were not associated with the Company, during the course of



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employment with the Company, whether it is during or after working hours of the Company.

- f. Product development plans, non-public financial information, agreements, and customer and employee lists of the Company.
- g. Any information or material not described above which relates to Company's inventions or technological developments.
- h. Any information of the type described above which Company has a legal obligation to treat as confidential, or which Company treats as proprietary or designates as confidential, whether or not owned or developed by Company.
- i. Any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide as a part of your employment.

I will hold in confidence and not disclose or, except within the scope of my employment, use any Confidential and Proprietary Information. However, I shall not be obligated under this paragraph with respect to information I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to Company all items containing or embodying Confidential and/or Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials distributed to shareholders generally and (iii) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice. I agree that such Confidential and/or Proprietary Information has been provided to me in trust, the breach thereof of the obligations herein relating to Confidential and/or Proprietary Information shall be construed as a breach of trust for which all the civil and criminal consequences thereof shall follow.

5. I further agree that I will not, at any time, use or disclose the name of Company's clients, nor in any manner attempt to misuse the reputation or goodwill of the Company for my personal benefit in any other firm or for the benefit of any third party.

6. I further agree to keep the Confidential and Proprietary Information pertaining to the Company, its clients and their data, confidential, and agree not to disclose the same or any part of it to third parties at any instance during or post the termination of my employment with the Company. I further agree to maintain safeguards and take proper precautions to protect such data against unauthorized access, damage, use, modification, disclosure or impairment by third parties.

7. I further agree that I will not:

- a. sell, assign, license or otherwise provide Confidential and Proprietary Information of the Company to third parties, for or without any consideration;
- b. commercially exploit the Confidential and Proprietary Information of the Company.



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8. I further agree that during the term of my employment with the company and until three years after the end of my employment with E2E, I will not encourage or solicit or assist anyone else to solicit any employee or consultant of the Company to leave E2E for any reason. For the purpose of this agreement, "not to solicit" means that I will not, initiate any contact or communication of any kind whatsoever, for the purposes of inviting, encouraging or requesting any mandate/ account/

person to transfer from the Company to his/her or to his/her new employer or to any other person or entity; or to enter into a new deal/ mandate with his/her or his/her new employer or with any other person or entity; or to otherwise discontinue its patronage and business relationship with the Company or do any act which is detrimental to the interest of the Company.

9. I further agree that I will not attempt, in any manner to persuade any person, firm or entity which is a client/customer of the Company to cease doing business or to reduce the amount of business which any such client/customer has customarily done or might propose doing with the Company whether or not the relationship between the Company and such client/customer was originally established in whole or in part through my efforts.

10. I further agree that during the term of my employment with Company (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company, and I will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company.

11. I further agree that I will not, either directly or indirectly, make any false, disparaging or derogatory statements to any media outlet, industry group or person, current, former or potential future client/partner, patrons of the Company, or any third party, regarding the Company or any of Company's officers, directors, employees, shareholders, attorneys and/or representatives, or about Company's business affairs or financial conditions and I will maintain complete confidentiality of all the information obtained by me about the Company and its officials during the course of my employment with the Company.

12. I further agree that before my Release Date, I will erase irretrievably any information relating to the business or affairs of the Company or its business contacts from computer and communications systems and devices owned or used by me outside the premises of the Company, including such systems and data storage services provided by third parties (to the extent technically practicable).

13. I further agree that this Agreement is not an employment contract for any particular term. In addition, this Agreement does not purport to set forth all of the terms and conditions of my employment, and, as an employee of Company, I have obligations to Company which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the Authorized Officer and / or a Director of the Company.

14. I further agree that my obligations under paragraphs 2 to 13 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and



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whether such termination is voluntary or involuntary on my part, and that Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 2 to 13, also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of Company, its subsidiaries, successors and assigns.

15. Any dispute in the meaning, effect, or validity of this Agreement shall be resolved in accordance with the laws of India without regard to the conflicts of law's provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable Indian law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. I also understand that any breach of this Agreement will cause irreparable harm to Company for which damages would not be an adequate remedy, and, therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies and without any requirement to post bond.

I, **Gaurav Bhinda**, the above said deponent, have read this agreement carefully i.e. Paragraph 1 to 15 and I understand and accept the obligations which it imposes upon me without any reservation. I fully understand the same. No promises or representations have been made to me to induce me to sign this agreement. I further state that I have made this statement of my free will i.e. Not under duress and known fully well what has been written in this statement. I sign this agreement voluntarily and freely, in duplicate, with the understanding that the company will retain one counterpart and the other counterpart will be retained by me. This Agreement may be delivered by email and in PDF form, and PDF copies of executed signature pages shall be binding as originals.

E2E Networks Limited

Accepted and Agreed to:

Authorized Signatory

Gaurav Bhinda

Date:-