



EMPLOYMENT AGREEMENT

THIS AT-WILL EMPLOYMENT AGREEMENT (including all exhibits, appendices, and schedules, the “Agreement”) is made and entered into as of the Effective Date, by and between MOTIVITY LABS, INC., a Texas corporation (“Employer” or “Company”) and **Jose Andrade** (“Employee”). *This Employment Agreement is contingent on Employer confirming Start Date (Effective Date of this Agreement) and as per terms in items 1 and 2 of this Agreement.*

In consideration of the payments set forth in Sections 3 and 4 below, the promises and mutual covenants contained herein, and for other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Employment.** Employer hereby engages Employee to initially serve as “**ML Engineer**”, and Employee hereby accepts such an engagement upon the terms and conditions set forth herein.
 - 1.1. **Validity of the Offer:** This offer is valid for acceptance by signature of Employee until **6th November 2025**, subject to terms in item 2 of this Agreement regarding **Tentative Start Date**. Employee shall make a written request to Employer for potential extension of validity before **5PM US Central Time on 6th November 2025**. Employer may extend the validity solely at its discretion.
 - 1.2. **“At Will” Employment.** Employee is an “at will” employee. In no case shall this Agreement be deemed to contradict Employee’s “at will” employment status.
 - 1.3. **Position.** Employee’s initial position at the Employer shall be as “**ML Engineer**”. Employer reserves the right to change the position’s responsibilities within the purview of Employee’s skill set from time to time.
 - 1.4. **Location.** Employee’s initial location at the Employer shall be “Work from Home”. Employer reserves the right to change the location from time to time as per the requirements of the company.
 - 1.5. **Vacation (PTO or Vacation or Sick Leave).** Employee shall be entitled to PTO (paid time off) including vacation or time-off or sick leave, pursuant to approval by Company (in turn based on approval by its Client as may be the case) of up to Ten (10) days per year on a proportional accrual basis, subject to the rules and regulations of Company including, without limitation, as follows:
 - 1.5.1. Notwithstanding the foregoing, the parties acknowledge and agree that the rules and regulations set forth hereinabove in this Section 1.5 are subject to modification by Company from time to time, and that Company shall have the right to establish and/or modify the Vacation/PTO schedule as Company deems appropriate.



- 1.5.2. Unused PTO days on December 31 of every calendar year cannot be cashed or carried forward or adjusted against notice period, if any, and will lapse on the last working day of the calendar year, subject to Customer-specific Policies given in item 1.7 below.
 - 1.6. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. *Employee, in case working at any Motivity's customer regularly, shall instead follow the customers' holidays (maximum of 12 holidays per year).*
 - 1.7. Customer-specific Policies: (i) Employee may be paid for Holidays up to and not exceeding Ninety-Six (96) hours per calendar year based on the policies of Motivity's customer(s) where the Employee may be working. This, if any, will be advised to Employee on case-by-case basis. (ii) PTO carry-forward norms may be based on the policies of Motivity's customer(s) where the Employee may be working. This, if any, will be advised to Employee on case-by-case basis.
2. **Effective Date and Term.** The **Tentative Start Date** (the "Effective Date") of this Agreement is **November 10th, 2025**. The actual Start Date, if different, will be communicated before this date. This Agreement is for an unspecified term and is terminable by either party, with or without cause, at any time, with or without notice. The Effective Date is contingent upon Employee complying with the employment laws of the United States of America, passing Company's background check as applicable, and may be extended until such background check is completed.
 3. **Compensation.** Employee shall receive the following remuneration from the Employee (the "Compensation"), each having its own terms given below:

Pay: During the term of this Agreement Employer shall pay Employee **\$65 per hour** worked and approved by customer of Motivity as Full-time W2 Hourly with Benefits. Compensation shall be payable monthly, in accordance with the Company's standard payroll process, less such deductions as shall be required to be withheld by applicable federal and state law and regulations. The Pay Rate may be changed from time to time at the sole discretion of the Employer.

4. **Employee Benefits and Expense Reimbursements.** The Company provides the following Employee Benefits to the Employee:

- 4.1. Employee Benefits:

- 4.1.1. Health Care. The Company provides the Employee with Health Care Insurance as per its standard practices, which may be changed at any time at the sole discretion of Company.



- 4.1.2. **Employee 401K**. The Company provides Employee with No-Company-Match 401K benefits as per its current practices, which may be changed at any time at the sole discretion of Company.
- 5. Duties.** Employer requires that: (i) Employee will devote utmost knowledge and best skill to the performance of his/her duties; (ii) Employee shall devote his/her full business time to the rendition of such services, subject to absences for customary vacations and for temporary illness; and (iii) Employee will not engage in any other gainful occupation that interferes with or creates a conflict of interest with his/her job responsibilities under this Agreement without the prior written consent of the Chief Executive Officer or Chief Operating Officer of the Company (or their designee), with the exception that Employee may personally trade in stock, bonds, securities, commodities or real estate investments for his/her own benefit.
- 6. At-Will Employment.** Employee and Employer understand and expressly agree that Employee's employment is not for a specified term and that it may be terminated by Employer or by Employee at any time, with or without notice, and with or without cause, except as otherwise provided herein. Employee and Employer expressly agree that this Agreement is intended by Employee and by Employer to be the complete and final expression of their understanding regarding the terms and conditions under which Employee's employment may be terminated. Employee and Employer further understand and agree that no representation contrary to this provision is valid, and that this provision may not be augmented, contradicted, or modified in any way, except by a writing signed by Employee and by the Chief Executive Officer or Chief Operating Officer of the Company (or his designee).
- 7. Confidentiality, Non-Competition and Non-Solicitation.** The parties hereto acknowledge entering into a certain Confidentiality, Non-Competition and Non-Solicitation Agreement executed contemporaneously herewith and attached hereto as Appendix 1, the terms, and conditions of which shall remain in full force for the entirety of the term of this Agreement.
- 8. Invention Assignment Agreement.** Employee agrees to execute an Invention Assignment Agreement or similar work for hire agreement as requested by the Company or by one or more Clients from time to time.
- 9. Trade Secrets.**
- 9.1. **Trade Secrets in General**. During the course of Employee's employment, Employee will have access to various trade secrets of Employer and Clients. A "Trade Secret" is information which is not generally known to the public and, as a result, is of economic benefit to Employer and/or Clients in the conduct of its business. Employee and Employer agree that Trade Secrets shall include but not be limited to all information developed or obtained by Employer and comprising the following items, whether or not such items have been reduced to tangible form (e.g., physical writing or printed media): all methods, techniques, processes, ideas, research and development, trade names, service marks, slogans, forms, customer lists, pricing structures, menus, business forms, marketing programs and plans, layouts and designs, financial structures, operational



methods and tactics, cost information, the identity of or contractual arrangements with suppliers, the identity or buying habits of customers, accounting procedures, software, data bases, and any document, record or other information of Employer or Client relating to the above. Trade Secrets include not only information belonging to Employer or Client which existed before the date of this Agreement, but also information developed by Employee for Employer or Client or its employees during the term of this Agreement and thereafter.

- 9.2. **Restriction on Use of Trade Secrets.** Employee agrees that his/her use of Trade Secrets is subject to the following restrictions during the term of the Agreement and for an indefinite period thereafter so long as the Trade Secrets have not become generally known to the public:
- 9.2.1. ***Non-Disclosure.*** Employee will not publish or disclose, or allow to be published or disclosed, Trade Secrets of Employer to any person who is not an employee of Employer, or any Trade Secrets of Client to any person who is not an employee of Client, unless such disclosure is necessary for the performance of Employee's obligations under this Agreement. Disclosure to someone who is not an employee of Employer or Client (as appropriate) must first be authorized in writing by an authorized representative of the relevant company.
 - 9.2.2. ***Use Restriction.*** Employee shall use the Trade Secrets only for the limited purpose for which they were disclosed. Employee shall not disclose the Trade Secrets to any third party (including subcontractors) without first obtaining written consent from an authorized representative of the relevant company and shall disclose the Trade Secrets only to Employer's or Client's own employees having a need to know. Employee shall promptly notify Employer or Client of any items of Trade Secrets prematurely disclosed.
 - 9.2.3. ***Non-Removal.*** Employee will not remove any Trade Secrets from the offices of Employer or Client or the premises of any facility in which Employer or Client is performing services, or allow such removal, unless permitted in writing by the appropriate company president.
 - 9.2.4. ***Surrender Upon Termination.*** Upon termination of his/her employment with Employer for any reason, Employee will surrender to Employer or Client all documents and materials in his/her possession or control which contain Trade Secrets.
 - 9.2.5. ***Prohibition Against Unfair Competition.*** At any time after the termination of his/her employment with Employer or Client for any reason, Employee will not engage in competition with Employer or Client while making use of the Trade Secrets of Employer.



10. Solicitation of Employees or Customers.

- 10.1. **Information About Other Employees:** Employee will be called upon to work closely with employees of Employer and/or Client in performing services under this Agreement. All information about such employees which becomes known to Employee during the course of his/her employment with Employer, and which is not otherwise known to the public, including compensation or commission structure, is a Trade Secret of Employer and shall not be used by Employee in soliciting employees of Employer or Client at any time during or after termination of his/her employment with Employer.
- 10.2. **Solicitation of Employees Prohibited:** During Employee's employment, and for one (1) year following the termination of Employee's employment, Employee shall not, directly, or indirectly ask or encourage any employee(s) of Employer to leave their employment with Employer or Client or solicit any employee(s) of Employer or Client for employment. Employee further agrees that he/she shall make any subsequent employer aware of this non-solicitation obligation.
- 10.3. **Solicitation of Customers Prohibited:** For a period of one (1) year following the termination of Employee's employment, Employee shall not, directly, or indirectly solicit the business of any of Employer or Client's customers, irrespective of whether Employee interfaced with said customer.
- 10.4. **Liquidated Damages:** Employee acknowledges that a breach of this Section 10 would cause Employer irreparable damage which would be difficult to measure. Therefore, the parties hereto agree that, as an additional remedy, and not as a limitation to any other remedy available to the Employer, in the event of any breach of this Section 10, Employee shall pay to Company, upon demand, as liquidated damages and not as a penalty, Five Hundred Dollars (\$500) per breach. Further, Employee shall also promptly reimburse Employer for all reasonable costs, including attorneys' fees, incurred by Company in enforcing its rights under this Section 10.

11. Unfair Competition, Misappropriation of Trade Secrets and Violation of Solicitation Clauses.

Employee acknowledges that unfair competition, misappropriation of trade secrets or violation of any of the provisions contained in Sections 10, 11, or 12 would cause irreparable injury to Employer, that the remedy at law for any violation or threatened violation thereof would be inadequate, and that Employer shall be entitled to temporary and permanent injunctive or other equitable relief without the necessity of proving actual damages.

12. Representation Concerning Prior Agreements.

Employee represents to Employer that he/she is not bound by any non-competition and/or non-solicitation agreement that would preclude, limit or in any manner affect his/her employment with Employer. Employee further represents that he/she can fully perform the duties of his/her employment without violating any obligations he/she may have to any former employer, including but not limited to, misappropriating any proprietary information acquired from a prior employer. Employee agrees that Employee will



indemnify and hold Employer harmless from any and all liability and damage, including attorneys' fees and costs, resulting from any breach of this provision.

- 13. Return of Company Property.** Upon the termination of Employee's employment for any reason, Employee agrees to return immediately to the Company all Company property.
- 14. Personnel Policies and Procedures.** The Employer shall have the authority to establish from time to time personnel policies and procedures to be followed by its employees. Employees agree to comply with the policies and procedures of the Employer. To the extent any provisions in Employer's personnel policies and procedures differ with the terms of this Agreement, the terms of this Agreement shall apply. In no case shall any personnel policies or procedures be deemed to contradict the at-will employment provision contained in Section 6 of this Agreement.
- 15. Successors and Assigns.** The rights and obligations of the Employer under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Employer. Employee shall not be entitled to assign any of his/her rights or obligations under this Agreement.
- 16. Governing Law; Venue.** This Agreement has been executed and delivered in, and shall be governed by, and construed and enforced in accordance with the laws of the State of Texas. The material duties and obligations of the parties created hereunder are performable in Dallas County, Texas, and Dallas County, Texas, shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding between the parties that may be brought or arise out of or in connection with or by reason of this Agreement.
- 17. Amendments.** No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by the parties hereto. Notwithstanding the foregoing, Employee agrees to execute a revised employment agreement upon request by the Employer, that includes, if requested, a provision that prevents the revised employment agreement from being an "at will" employment agreement.
- 18. Severability.** Each term, condition, covenant, or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect.
- 19. Waiver.** A waiver by either party of a breach of provision or provisions of this Agreement shall not constitute a general waiver or prejudice the other party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement.
- 20. Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing, sent by mail to his/her residence in the case of Employee, or hand delivered to the Employee, and, in the case of Employer, to its principal corporate office.
- 21. Entire Agreement.** Employee acknowledges receipt of this Agreement and agrees that this Agreement, and the attached exhibits and schedules, which are hereby incorporated, represent



the entire agreement with Employer concerning the subject matters hereof, and supersede any previous oral or written communications, representations, understandings or agreements with Employer or any officer or agent thereof. Employees understand that no representative of the Employer has been authorized to enter into any agreement or commitment with Employee which is inconsistent in any way with the terms of this Agreement.

22. Construction. This Agreement shall not be construed against any party on the grounds that such party drafted the Agreement or caused it to be drafted.

23. Acknowledgment. Employee acknowledges that he/she has been advised by Employer to consult with independent counsel of his/her own choice, at his/her expense, concerning this Agreement, that he/she has had the opportunity to do so, and that he/she has taken advantage of that opportunity to the extent that he/she desires. Employee further acknowledges that he/she has read and understands this Agreement, is fully aware of its legal effect, and has entered into it freely based on his/her own judgment.

24. Reformation. If any provision of this Agreement is found to impose a greater restraint than is necessary to protect the goodwill or other business interest of Employer, the parties agree that any court having jurisdiction over the parties may reform the provision so as to impose a restraint that is no greater than necessary to protect the Employer's goodwill or other business interest, and enforce the provision as so reformed.

INTENDING TO BE BOUND, the parties have executed this Agreement as of the date set forth above.

MOTIVITY LABS, INC.

By: Jyoti Chauhan

Date: _____

"Employee"

Jose Andrade

Date: _____

Signed by:

Jose Andrade

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Appendix 1

Confidentiality, Non-Competition, and Non-Circumvention

In conjunction with that certain Employment Agreement executed contemporaneously herewith, Employee agrees to this Confidentiality, Non-Competition and Non-Circumvention Appendix ("Appendix"). All capitalized terms used in this Appendix but not defined herein shall be as defined in the Employment Agreement.

1. **Confidentiality.** Employee agrees that it will not disclose to any third party, without the prior written consent of an executive officer of Employer, any information relating to the business of Employer, the Client, the customers and clients of the Client, or other Employer contractors or employees, if such information could reasonably be construed as confidential and was obtained in the course of Employee providing services for Employer, on Client's project, or interviewing with Employer or Client. Employee further agrees that it will not reproduce or in any way, divulge, or remove from the premises of Employer or Client any tangible or intangible property whatsoever (except personal effects) related to Employer or Client, or the customers and clients of Employer or Client which could reasonably be construed as constituting confidential or sensitive information of Employer, the Client, or the customers of Employer or Client.
2. **Non-Competition.** Due to the competitive nature of Employer's business, and Employee's position within Employer and/or Client, Employee agrees that for the duration of Employee's employment with Employer and for a further period of one (1) year following termination for any reason of Employee's employment with Employer, Employee will not, for any reason, directly or indirectly, without Employer's written consent (a) work for or be employed by any person, company, trust or other entity who is or was a customer of Employer, any competitor of Employer or any company affiliated with Client or competitor, in a capacity where the Employee provides service, advice or assistance, in competition with Employer or Client, in a similar area in which the Employee was employed by Employer. This clause will not apply where the customer of Employer informs Employer, in writing (including by email to hr-usa@motivitylabs.com with a copy to krish.p@motivitylabs.com and Employee), for releasing the Employee for any or no reason.
3. **Non-Circumvention.** Employee hereby covenants and agrees that Employee shall not directly or indirectly throughout the term of the Employment Agreement and for a period of one (1) year following expiration or any other termination of the Agreement, contact, deal with, transact business with, solicit or otherwise attempt to transact any business with any customer, supplier, upstream vendor, or any other party with which Employer or Client directly or indirectly transacts business, or any other party that is introduced to Employee by Employer or Client (including Client itself outside of Employee's duties with Employer) or any party about whom Employee receives confidential or privileged information directly or indirectly resulting from Employee's relationship with Employer or in connection with the Agreement.



4. **Liquidated Damages.** Employee acknowledges that a breach of this Appendix would cause Employer irreparable damage which would be difficult to measure. Therefore, the parties hereto agree that, as an additional remedy, and not as a limitation to any other remedy available to the Employer, in the event of any breach of this Appendix, Employee shall pay to Company, upon demand, as liquidated damages and not as a penalty, Five Hundred Dollars (\$500) per breach. Further, Employee shall also promptly reimburse Employer for all reasonable costs, including attorneys' fees, incurred by Company in enforcing its rights under this Appendix.
5. **Reformation.** If any provision of this Appendix is found to impose a greater restraint than is necessary to protect the goodwill or other business interest of Employer, the parties agree that any court having jurisdiction over the parties may reform the provision so as to impose a restraint that is no greater than necessary to protect the Employer's goodwill or other business interest, and enforce the provision as so reformed.
6. **Severability.** Each term, condition, covenant, or provision of this Appendix shall be viewed as separate and distinct, and in the event that any such term, covenant or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect.
7. **Governing Law; Venue.** This Appendix has been executed and delivered in, and shall be governed by, and construed and enforced in accordance with the laws of the State of Texas. The material duties and obligations of the parties created hereunder are performable in Dallas County, Texas, and Dallas County, Texas, shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding between the parties that may be brought or arise out of or in connection with or by reason of this Appendix.
8. **Acknowledgment.** Employee acknowledges that he/she has been advised by Employer to consult with independent counsel of his/her own choice, at his/her expense, concerning this Appendix, that he/she has had the opportunity to do so, and that he/she has taken advantage of that opportunity to the extent that he/she desires. Employee further acknowledges that he/she has read and understands this Appendix, is fully aware of its legal effect, and has entered into it freely based on his/her own judgment.

IN WITNESS WHEREOF, this Appendix is executed as of the last date set forth below.

MOTIVITY LABS, INC.

By: Jyoti Chauhan

Date: _____

"Employee"

Signed by:

Jose Andrade

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Date: 11/4/2025
