Employment Agreement

"Employment Agreement" (hereinafter the "Agreement") is made and entered into on **21st March, 2025** by and between the Affiliated parties, which included but are not limited to, 2KLogic (SMC-Private) Limited, Devtier Technologies (SMC-Private) Limited (hereinafter the "Company" or "Employer"), and **Abdul Moiz Farooq** [37406-9745038-1], residing at [Near Gulistan çolony, Mohalla Chowk Sirai Kala, Gheela khurd, Taxila, District Rawalpindi] (hereinafter the "Contractor", "Employee" or "Associate").

Together also called the "Parties";

WHEREAS: Contractor is willing to provide his services to DevTier in its endeavour to develop solutions, thus acting as its Contractor.

WHEREAS, Company is willing to pay Contractor for the services.

WHEREAS, the Parties are willing to work in best benefits for each other to mutually grow.

WHEREAS, the Parties wish to enter into this Agreement effective from *21st March, 2025*, to define certain parameters of the legal obligations, are bound by a duty of CONFIDENTIALITY with respect to their sources and contacts. This duty is in accordance with the Contractorational Chamber of Commerce Convention (I.C.C 500)

WHEREAS, the parties desire to enter a working business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners co-ventures, trading partners and other associated organisations (hereinafter referred to as Affiliates)

Roles & Responsibilities

Contractor agrees to following responsibilities on high level, and detailed job description as provided by the employer as a separate document:

- o Assist in preparing and maintaining projects' documentation.
- o Understand and assist in the "**Php Developer**" lifecycle as primary responsibility.
- o Develop, test, and maintain high-quality web applications using PHP and Laravel frameworks.

- o Collaborate with teams to define application requirements and deliver robust solutions.

- o Write clean, efficient, and maintainable code.

- o Troubleshoot, debug, and optimize existing applications for performance and security.

- o Stay up to date with the latest technology trends and best practices in web development.

- o Contribute to code reviews and foster a collaborative coding environment.

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Compensation

The Company agrees to compensate the Consultant based on the actual hours worked at a rate of PKR 1300/- per hour. The Consultant will work on an On-Demand basis, meaning there is no fixed minimum or maximum number of hours required. The Consultant will bill only for the hours actually worked, with no guarantee of a specific workload. Work assignments will depend on the tasks available and the mutual availability of both the Project Manager and the Consultant. The total compensation will be determined in accordance with the terms of engagement.

Note: *The average monthly hours calculation is based on standard time constants: 40 hours per week × 52 weeks per year ÷ 12 months per year = 173.33 hours per month.*

Termination

Either party may terminate this Agreement at any time with reasonable notice to ensure a smooth transition.

Obligations upon Termination of Agreement

Following Contractor's termination for any reason, Contractor shall furnish such information and assistance to Company, for reasonable compensation, as may reasonably be required in connection with any litigation in which Company is or may become involved. Contractor shall not in any way assist or cooperate with (except as may be required by law) any person or entity who is pursuing or may pursue any claim or cause of action against Company; *provided, however*, that this Section would not prevent Contractor from bringing a cause of action against Company under this Agreement or otherwise. It is further acknowledged and agreed that following termination of the Contractor's agreement for any reason, the Contractor shall not hire or attempt to hire any current Contractors of the Company. The Contractor also agrees that following termination of the Contractor's agreement for any reason, the Contractor shall not solicit business from current clients or clients who have retained by the Company in the 6 months period immediately preceding the Contractor's termination.

No Interference with Other Agreement

The parties acknowledge that this Agreement shall not in any way interfere with Contractor's obligations under any other agreement between Company and Contractor.

Consolidation, Merger, Sale of Assets

This Agreement shall be binding upon and insure to the benefit of Contractor and Company and its successors, subsidies and assigns, including without limitation any corporation with or into which Company may be consolidated, merged or to which Company sells or transfers all or substantially all of its assets. Company may assign this Agreement to any other business or entity without terminating Contractor's agreement or incurring any severance or other payment obligations to Contractor.

Confidentiality and Invention Assignment

(a)   Definitions. For purposes of this section, the following definitions shall apply:

i.   "Inventions" means all inventions, improvements, modifications, concepts, and enhancements, whether or not patentable, written down or otherwise reduced to tangible form, made by Contractor during Contractor's agreement with the Company whether or not during working hours, and those "Inventions" created by Contractor within one year following any termination from Company, which: (i) relate directly to the current, contemplated or planned business of Company (provided that Contractor was exposed to information regarding contemplated or planned business); (ii) result from Contractor's work; or (iii) result from the use of Company' Confidential Information, time, materials or facilities. Inventions shall also include inventions, improvements, modifications, concepts, and enhancements that result from Contractor's misuse or unauthorised disclosure of Company' Confidential Information at any time during Contractor's agreement with Company and at any time after suspension or termination of Contractor's agreement with Company.

ii.   "Work Product" includes but is not limited to all documentation, software, creative works, know-how and information created, in whole or in part, by Contractor for Company or using Company' time, materials or facilities during Contractor's agreement by Company, whether or not copyrightable or otherwise protectable, excluding Inventions.

iii.   "Confidential Information" means any information about Company, its subsidiaries, affiliates or others, nationally or globally, with whom Company or its affiliates do business not generally known to the public. Confidential Information may include any and all technical and non-technical information of Company including patent, copyright, trade secret, and proprietary information, inventions, "know-how", processes, apparatus, equipment, software programs, software source documents, and formula related to the current, future and proposed products and services of Company, its subsidiaries, affiliates and third parties, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, pricing policies, procurement requirements, purchasing, marketing, manufacturing, customer lists, Contractor lists, business forecasts, sales and merchandising, and marketing plans and information.

(b)   Disclosure to Company. Contractor shall promptly disclose to Company all Inventions and keep accurate records relating to the conception and reduction to practice of the Invention. Contractor further acknowledges the duty to consult with Company in good faith prior to publication of any research results that might potentially compromise Company' intellectual property rights.

(c)   <u>Assignment by Contractor</u>. Contractor assigns to Company, without additional consideration to Contractor, the entire right, title and interest in and to the Inventions and Work Product and in and to all related proprietary rights, including all related moral rights. Contractor agrees that the Work Product shall be deemed to be a "work made for hire". Contractor shall execute all such assignments, oaths, declarations and other documents as may be prepared by Company.

(d)   <u>Assistance in Perfection</u>.   Contractor shall provide Company with all information, documentation and assistance Company may request to perfect, enforce or defend the proprietary rights in or based on the Inventions, Work Product, or Confidential Information, including without limitation patent rights. Company, in its sole discretion, shall determine the extent of the proprietary rights, if any, to be protected in or based on the Inventions and Work Product and what use, if any, shall be made of the Inventions or Work Product. All such information, documentation and assistance shall be provided at no additional expense to Company, except for out-of-pocket expenses Contractor incurs at Company' request.

(e)   <u>Notice of Rights</u>.   The laws of certain jurisdictions require Company to give Contractor the following notice: The assignments in Section 10(c) do not apply to inventions, improvements, modifications, concepts, and enhancements for which no Company equipment, supplies, facilities or trade secret information were used by Contractor and which were developed entirely on Contractor's own time unless the inventions, improvements, modifications, concepts, and enhancements: (i) at the time of conception or reduction to practice, relate directly to the business of Company or to Company' actual or demonstrably anticipated research or development; or (ii) result from any work performed by Contractor for Company.

(f)   <u>Confidential Information</u>. Contractor shall treat Confidential Information on a confidential basis and not disclose such information to others without the prior written permission of Company, or use Confidential Information for any purpose, other than for the performance of services for Company. Contractor agrees to the confidentiality agreement (appendix A) as part of this agreement.

(g)   <u>Ownership of Confidential Information</u>.   Contractor acknowledges that Confidential Information is the sole and exclusive property of Company, its affiliates or Third Parties.   Contractor shall surrender possession of all Confidential Information and all other documents and things relating to the business of Company, Company, any of its affiliates or Third Parties to Company upon any suspension or termination of Contractor's agreement with Company. If after the suspension or termination of Contractor's agreement Contractor becomes aware of any Confidential Information in his possession, Contractor shall immediately surrender possession of such Confidential Information to Company.

(h)   <u>Confidential Information Exclusion</u>. Confidential Information shall not include information or material of any nature, whether or not obtained pursuant to legal process or court order: (i) which was lawfully in the possession of a party prior to disclosure of such information by the other party; (ii) which is, or at any time becomes, available in the public domain other than through a violation of this Agreement, (iii) which is documented by either party as having been developed by such party independently provided it does not relate to an Invention as defined in this Agreement; (iv) which is required to be disclosed by any federal or state law, rule or regulation or by any applicable judgement, order or decree of any court or governmental body or agency; or (v) which is furnished to a party by a third person having a right to do so.

Laws

This agreement shall be governed by the laws of Pakistan.

- ## **Entire Agreement**

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the matter at hand and shall be amended or modified only by written instrument signed by both of the parties hereto.

Severability

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid, then the said article or part shall be struck and all remaining provisions shall remain in full force and effect.

Enforcement of the Agreement

The Agreement shall come into force upon signature of the said parties and shall continue to be in effect till its termination.

Final Provisions

All changes and additions to this Agreement and all other representations of the Parties regarding their relationship must be in writing. This shall also apply for an agreement that changes or annuls this written form requirement. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of the remainder and enforceability of this Agreement as applicable. If a provision of this Agreement is found invalid or unenforceable, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.

Either party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event.

Nothing in this agreement is intended to or shall operate to create a representative partnership between the Parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power). This agreement does not confer any rights on any person or party (other than the Parties to this agreement and, where applicable, their successors and permitted assigns).

2KLogic (SMC-Private) Limited.

Represented By:

Haroon Niaz

Director

Dated: 21st March, 2025

Abdul Moiz Farooq

PHP Developer

DevTier, Pvt. Ltd.