



## **Job Search and Placement Agreement**

This agreement is made on this the \_\_\_\_ day of January 2023 between Emonics Academy with offices at 1260 Centennial Ave, Suite 1A, Piscataway, NJ 08854 (Hereafter "EMONICS ACADEMY") and Mr./Ms. Ruaa Altameemi Independent Contractor and/or Employee (Hereafter "IE"), currently residing at \_\_\_\_\_ Folsom, California \_\_\_\_\_.

Last four digits of SSN # 3788. (xxx-xx-xxxx)

Date of Birth 08/06 (mm/dd)

Drivers' License # Y4301219. State Ca \_\_\_\_ Expiration 08/06/2025

### **PREAMBLE**

WHEREAS: EMONICS ACADEMY is in the business of providing training services which include, but not limited to computer consulting, data processing, networking, and software development services to various direct and/or indirect clients and/or End users collectively referred to as Third party users (Hereafter "TPU") in the United States and worldwide.

WHEREAS: IE desires to secure a position to join training and provide computer consulting and/or data processing and/or networking and/or software development services to its affiliate EMONICS, LLC (Company) and/or direct and/or indirect clients and/or End users and/or TPUs of Company.

NOW, THEREFORE, both the parties agree as follows:

### **COVENANTS**

#### **1. JOB PLACEMENT / EMPLOYMENT**

**1.1** EMONICS ACADEMY will actively market IE and/or employ and/or place IE with direct and/or indirect clients and/or End users and/or TPUs of Company for temporary or permanent assignments. IE agrees that he/she will not accept any employment or assignments through another agency/client/TPU (collectively "Client") and it will exclusively commit and remain available for Company's projects or assignments. In the event IE is deployed to Company's clients on temporary assignment, Company shall take the responsibility to run IE's payroll and process payment as per the rate agreed upon. In the event IE is placed on a fulltime role for Company's client, Company shall take profit from its client as agreed upon between Company and its client. In the event IE is placed with Company's client on fulltime basis, IE shall be immediately relieved from any obligations that IE and Company agreed upon. However, IE specifically understands that Company shall market IE only in the event of successful completion of training provided by Emonics Academy. In the event of a breach of this clause, IE will be liable for damages, penalties and/or a finder's fee as described in attached Annexure "A" (Employment Agreement with EMONICS ACADEMY) herein.

**1.2** If IE does not qualify in any of the technical Interviews set forth by EMONICS ACADEMY directly and/or indirectly and/or from Company's clients, EMONICS ACADEMY will have no obligation to further market and/or place and/or employ IE whatsoever and IE will hold EMONICS ACADEMY harmless.



**1.3** IE agrees to be employed by Company and/or through EMONICS ACADEMY directly or indirectly for a period of minimum 12 months or 2000 billable hours (whichever is longer or comes later) from the date of Placement with its Clients or TPUs.

**1.4** If IE is under H1B and/or F1 Visa Status with another Agency; IE agrees to provide exclusive resume marketing rights to EMONICS ACADEMY and work through Company, wherein Company becomes a Sub-Contractor to the Client and a Client to IE's Employer.

**1.5** IE will NOT be entitled for any remuneration and/or expense reimbursement from EMONICS ACADEMY during the training and/or practical training and job search period.

## **2. NON –COMPETITION**

IE will not accept during the period of job search and during the period of assignment and/or employment, and for a period of one year after the termination regardless of the reason for said termination, directly and/or indirectly, by any means and/or device whatsoever, either on his and/or her own behalf and/or on behalf of, and/or in conjunction with any person, partnership, and/or other entity, anywhere in the United States, become an employee, advisor, agent in, otherwise provide any assistance to and/or render any services to:

- a)** Any direct and/or indirect clients and/or End users and/or TPUs of Company where he/she was introduced or where he/she is stationed for any period of time.
- b)** Any business and/or entity which is and/or has been a customer of Company at any time prior to the date of termination of the Employment.
- c)** Any business and/or entity, which is and/or has been a third-party user of IE's services through IE's rendering of services to Company.

## **3. 1. NON-SOLICITATION**

While working directly or indirectly for Company, and for a period of one (1) year after termination of direct and /or indirect Employment, IE will not, either directly and/or indirectly, hire and/or attempt to induce and/or influence any employee of EMONICS ACADEMY or Company to leave EMONICS ACADEMY and Company.

## **3.2. NON-DISPARAGEMENT**

During the term of this Agreement, and for a period of 2 years upon termination of this Agreement IE shall not make any disparaging remarks, or any remarks that could reasonably be construed as disparaging, regarding the Company, its Subsidiaries, or its or their officers, directors, employees, representatives, or agents. The Corporation shall, except to the extent otherwise required by applicable laws, rules, or regulations or as appropriate in the exercise of the Company's fiduciary duties (as determined by the Company with advice of counsel), exercise reasonable efforts to cause the following individuals to refrain from making any disparaging statements, orally or in writing, regarding Company from and after the termination of the Employment Period. Employee further agrees to contact immediate reporting manager through email for any complaints that Employee may have regarding Company.

## **4. CONFIDENTIALITY**

**4.1** IE will not disclose to any third party, without the prior written consent of EMONICS ACADEMY, Client, and/or the TPU (Third Party User), as the case may be, any information relating to the business of EMONICS ACADEMY and Company, the Client, and/or the TPU, and/or the customers and clients of EMONICS ACADEMY, the Client, and/or the TPU, and/or other



agreements and/or employees of EMONICS ACADEMY if such information could reasonably be construed as confidential and was obtained in the course of IE's assignment with a TPU project, interviewing with the EMONICS ACADEMY and/or TPU, and/or agreement with and/or working for EMONICS ACADEMY.

**4.2** IE further agrees he/she will not reproduce in any way, divulge, and/or remove from the premises of EMONICS ACADEMY, any TPU, and/or the customers and clients of any TPU, at any time during the interview, assignment and/or upon leaving the assignment, any tangible and/or intangible property whatsoever (except personal effects) which could reasonably be construed as confidential information of the EMONICS ACADEMY, Company, the TPU, and/or the customers and/or clients of the TPU.

## **5. LIQUIDATED DAMAGES**

If IE violates any of the clauses written above, IE agrees to pay EMONICS ACADEMY an amount equivalent to US DOLLAR FIVE THOUSAND (USD 5,000) as liquidated damages and not as a penalty.

## **6. GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement and any disputes arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its rules governing conflicts of law. The Federal and state courts located within the Middlesex County of the State of New Jersey shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

## **7. ENTIRE AGREEMENT; SEVERABILITY; WAIVER**

This Agreement, together with any other agreement executed under this Agreement, constitutes the entire agreement between IE and EMONICS ACADEMY with respect to the subject matter hereof, and supersedes any prior agreement, oral or written, between IE and EMONICS ACADEMY and/or its representatives(s) in connection with this Agreement. IE agrees that the failure of EMONICS ACADEMY to enforce any terms or conditions of this Agreement is not a waiver of such or any other terms or conditions herein contained. Except as explicitly provided by this Agreement, this Agreement may not be changed or amended except by a writing executed by authorized representatives of both parties. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a provision that most closely approximates the intent and economic effect of the invalid provision.

IN WITNESS WHEREOF, these parties have executed this Agreement on the date first set forth above.

For:  
**EMONICS ACADEMY**

\_\_\_\_\_  
**Signature**

Name:  
Title:

For:  
**IE**

\_\_\_\_\_  
**Signature**

Name: Ruaa Altameemi



Both parties acknowledge that a telephone facsimile (fax) or photographic copy of this agreement will be as valid as the original.

## **Annexure "A"**

### **Employment Agreement with Emonics Academy**

I, Ruaa Altameemi understand and agree to followings.

- Emonics Academy ("EMONICS ACADEMY") will be spending time, money, and various resources in training me on various tools and technologies for free and it will take me some time before I become productive for EMONICS ACADEMY. I agree to complete my training and be ready for the employment.
- To compensate for my free training, I agree that I will work for EMONICS ACADEMY for 12 months or 2080 billable hours (whichever is longer or comes later). I also agree that if I leave before serving my employment with EMONICS ACADEMY for 12 months or 2080 billable hours (whichever is longer or comes later), I agree to pay EMONICS ACADEMY nothing less than US DOLLAR FIVE THOUSAND (USD 5,000) as liquidated damages and not as a penalty.
- I agree that during the period of the contract, I will provide services to the Client or the Client's End client for 12 months, I will not solicit or accept business or employment from Company's introduced client or client's client. Should I seek employment termination, the Emonics Academy requires 2 weeks (10 working days) of advance notice.
- If I decide to terminate and/or violate my contractual agreements written above with EMONICS ACADEMY, I agree to pay EMONICS ACADEMY nothing less than US DOLLAR FIVE THOUSAND (USD 5,000) as liquidated damages and not as a penalty.

### **GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement and any disputes arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its rules governing conflicts of law. The Federal and state courts located within the Middlesex County of the State of New Jersey shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

IN WITNESS WHEREOF, both parties have executed this Agreement on the date first set forth below.

\_\_\_\_\_  
(Signature).

Full Legal Name: Ruaa Altameemi  
Address: Folsom, California  
Date: January \_\_, 2023

Witness 1  
Signature:  
Full Name:  
Address:

\_\_\_\_\_  
(Authorized Signatory)

Name:  
Title:  
Date: January \_\_, 2023

Witness 2  
Signature:  
Full Name:  
Address:



Both parties acknowledge that a telephone facsimile (fax) or photographic copy of this agreement will be as valid as the original.