



CONFIDENTIALITY AND NON-COMPETE AGREEMENT

The agreement made by and between **Emonics LLC** (Company) with a principal place of business at 1260 Centennial Ave 1A, Piscataway NJ 08854 and Ruaa Altameemi. (Consultant) with a principal place at the address: Folsom California.

Last four digits of SSN Number # 3788

Purpose: Company provides necessary training to the Consultant at no cost to the Consultant through its subsidiary, Emonics Academy (Institute). Consultant agrees to dedicate its time to complete the training sessions without any breaks.

Details of the Placement and Marketing assistance program by Emonics, LLC. Are listed below:

1. Consultant will join Emonics Placement and Marketing assistance program and this would convert into Full-Time Employment with Emonics upon successful completion of the program and start of the project. Consultant specifically warrants that Consultant shall be available to continue the training sessions and to take interviews as directed by the Company.

2. Compensation:

Upon successful completion of the Placement and Marketing assistance program and the start of the project, Consultant will convert into regular employment status with the Company. Consultant compensation as a Full-Time Employee will be as follows:

Compensation, as agreed, will be \$70,000 i.e (\$33.65/hr) for the first 2080 Hours based on client-approved timesheets.

Appraisals:

After 2000 Hours accumulated Compensation will be revised to 70:30% as per client billing rate,

After 3000 Hours accumulated Compensation will be revised to 75:25% as per client billing rate,

After 4000 Hours accumulated Compensation will be revised to 80:20% as per the client billing rate.

- One (1) Year is equivalent to 2080 Hours on Billing with Client Approved Timesheet.
- Payroll will be as per company Payroll Schedule
- H1B processing will be filed by the company based on USCIS/DHS Regulations, if applicable

3. Salary & Approved Timesheets:

Salary will be contingent upon receiving client approved timesheets that are timely submitted on the Employee Portal, including regular and overtime client-approved hours. The calculation of hourly salary is calculated on the salary mentioned above for the first year of employment based on 2080 Hours.

All employees, trainees, and consultants have to agree and comply with the following:



4. Support :

- a. Emonics will provide support for the first 3 months of the project.
- b. Emonics will provide support for 2 hrs on daily basis.
- c. Responsibility to complete the task as per the support and guidance provided by Emonics lies with the consultant.

5. Accommodation:

Accommodation and Food will be provided only till the marketing is going on. Once the consultant is confirmed for the project then the consultant has to Vacate the accommodation within 2 weeks from the day of the official offer was made.
Or else they are liable to pay \$500/week.

- 6. Consultant agrees that, if he/she is selected the Consultant will be required to report as per client requirement. The consultant will positively and unconditionally join the assignment for which Emonics LLC has represented.
- 7. The consultant shall not use or disclose to anyone any confidential information regarding the company's introduced client, learned during discussions before and/or during the performance of services, without written permission from the company.
- 8. During the term of this Agreement, and for a period of 2 years upon termination of this Agreement Consultant 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 Company 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.
- 9. The consultant will abide by the rates mutually agreed upon and will not go back on the same after the resume has been submitted to the client. The consultant understands that not being able to report to the client upon confirmation will lead to irreparable damages, the consultant will be held liable for any such event, and as a remedy, he/she agrees to pay Emonics LLC a set amount to cover the damages.
- 10. Consultant agrees that during the period of the contract, the consultant provides services to the Client or the Client's End client for 12 months, the consultant will not solicit or accept business or employment from Company's introduced client or client's client.
- 11. The consultant must return all the material of the Company or Company's introduced client when the consultant exits the assignment or company. Defaulting this clause will lead to charges in the final Payroll.



- 12.** Emonics has the right to terminate the employment at any time, if the consultant doesn't meet the standards of the expectations or if the consultant behaves unethically during the agreement period.
- 13.** Non-disparagement: During the term of this Agreement, and for a period of 2 years upon termination of this Agreement Consultant 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 Company 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.
- 14.** Term of the Agreement will be 2000 Hours as per Client Approved timesheets.

REMINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS

Emonics LLC

Consultant:

Signature

Signature

Printed Name:

Ruaa Saad Altameemi
Printed Full Name:

Title: W2 Manager

IOS Developer
Title:

Date(mm/dd/yyyy):

02/03/2023
Date(mm/dd/yyyy):



EXCLUSIVE RIGHT TO REPRESENT (RTR)

Dear. 02/03/2023

Please read and confirm acceptance of the following terms and conditions to present and represent your candidature for our client's requirements.

1. Emonics LLC or its sister's concerns (wherever it applies) hold exclusive right to represent you to its Client/Client's Client (hereinafter collectively referred to as "Client") for twelve months.
2. I agree to represent Emonics LLC or its sister concerns (wherever it applies) even if my resume has been submitted to this client for this position by another agency, with or without my knowledge.
3. I agree that I will not solicit directly or indirectly the clients where Emonics LLC or its sister concerns (wherever it applies) has presented my resume for 12 months from the date of submission.
4. I also agree that, if selected I will positively join the assignment for which Emonics or its sister concerns (wherever it applies) has represented you at its client location.
5. I will abide by the mutually agreed salary/rate offered as per NCA or RTR.
6. This Agreement shall be governed by the laws of the State of NJ or respective state of sister concern, except for its choice of law rules, regardless of where the work is performed.

I have been informed by Emonics LLC or its sister concerns (wherever it applies) and understand my obligations under the Right to Represent (RTR) Agreement.

Emonics LLC

Consultant:

Signature

Signature

Printed Name:

Ruaa Saad Altameemi
Printed Full Name:

Title: W2 Manager

IOS Developer
Title:

Date(mm/dd/yyyy):

02/03/2023
Date(mm/dd/yyyy):