***Date: 29/10/2022 Name: Shahjahan***

***Address: Sardar Colony Rahim Yar Khan, Pakistan.***

***CNIC: 31303-9336995-7***

Dear ***Shahjahan***,

This is an employment contract agreement to you for a position with **HAJEX Inc***.* as an

**“Software Developer”***,* effective as per the date of signing of this agreement.

As discussed, this agreement is conditional upon the completion of satisfactory achievements and certain goals with respect to time, quality, and costs incurred during the process.

The details of our agreement, including the terms and conditions of your position, are attached as Schedule “A.”

Please take the time to carefully review our agreement. This letter, along with the enclosed schedules, outlines the obligations of **HAJEX Inc.** and yourself with respect to your contract conditions, and is governed by the local laws of your place of residence.

Should you migrate to Canada a new agreement in accordance with Canadian Laws would be drafted (in accordance with Canadian Labor Laws). This agreement details the terms and conditions of your contract with **HAJEX Inc.,** and will form our agreed upon contract in accordance with applicable laws. .

Accepting this contract will be conditional upon agreeing to and signing the attached copy of this letter and the attached Schedule(s), initialing each page in the right-hand corner, and returning it to the representative of **HAJEX Inc.,** upon your earliest convenience.

Sincerely,

***Junaid Khalid Director HAJEX Inc.***

I, ***Shahjahan, acknowledge*** that I have read, understood and accept this offer and the terms and conditions contained in the attached Schedule(s), and agree to be bound by the terms and conditions of employment as outlined therein.



29/10/2022

Signature Date

Schedule A

**HAJEX Inc.**

**Terms and Conditions of Contract**

The following outlines the terms and conditions of contract with *HAJEX* Inc. The Company reserves the right to change these terms and conditions as necessary, with due notice.

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| **Title** | **Senior Software Developer** |
| **Initial Reporting Relationship** | ***Junaid Khalid, Director*** |
| **Responsibilities** | Your job responsibilities include ***Research, Development and Managing*** *all aspects of technology-related requirements and issues. Working besides the Director your responsibility would be to coordinate with the team to keep smooth processes and to create precise documentation of work in progress and work completed.* A copy of your position description is attached as Schedule “B.”  As a mandate of this contract, you agree to work on **160 hours per month** basis exclusively for the Company and agree that you shall not, while you are employed by the Company, be employed or engaged in any capacity, in promoting, undertaking or carrying on any other business that competes with the Company or interferes or could reasonably interfere with your duties to the Company without our prior written permission for which we hold right to decline without any reason. **Exclusivity clause is non-negotiable.** |
| **Salary & Bonus** | ***100,000 PKR*** *monthly remuneration (plus a conditional 25% increment after 12 months of good performance - to be reviewed again on an annual basis.*  ***Possibility of Family Sponsorship to Canada****: Based on performance during tenure of initial 24 months of work:* **HAJEX Corporation** *would assist you in applying for Permanent Residence to Canada under Express Entry or any relevant Provincial Nominee Program where found eligible. This is not a promise and it is totally on the basis of the performance and whether the company needs an Intra company transfer to better perform the job being in Canada or USA where needed.* |
| **Status** | *Contractual – (160 work hours per month required of which at least 90% High Activity score to be met - Remote work with TRAQQ)* |
| **Start Date** | *Date: 01/11/2022* |
| **End Date** | *Permanent / Indefinite Period* |
| **Hours of Work** | The company’s core hours of operation are Monday to Friday from  ***9:00*** *to* ***6:00 (Eastern Standard Time EST)****.*  Independent Contractors (remote workers) are expected to work a minimum of ***160*** hours per month. Be available for meetings or designated hours if required. |
| **Payment Schedule** | Your salary will be deposited to your bank account on a monthly basis  *(through direct deposit). An invoice in the name of HAJEX Inc. for the total amount would be required.* |
| **Vacation** | For Remote Workers: Your position allows you to work from  anywhere and can use your own equipment as long as they do not |

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|  | compromise the privacy and confidentiality of any of the company's  assets. |
| **Benefits** | You shall be entitled to participate in all benefit plans of *Company* as may be made available to employees of *Company* from time to time for which you are eligible. You will receive complete details of all benefits plans as part of your new employee orientation, and  enrollment will take place once you meet the eligibility criteria. |
| **Travel** | Any pre approved travel expenses resulting from fulfilling job responsibilities can be included in the monthly invoice and  compensation would be made upon approval. |
| **Policies and Standards** | *HAJEX Inc.* has established a variety of policies and standards that ensure a safe, enjoyable working environment. During the period of your contract with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the Company. It is agreed that the introduction and administration of these policies is within the sole discretion of *HAJEX Inc.* and that these policies do not form a part of this Agreement. It is agreed that if *HAJEX Inc.* introduces, amends or deletes contract or employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement. |
| **Confidentiality and Intellectual**  **Property** | Our offer of contract is conditional upon you agreeing to and abiding by the “Confidentiality and Proprietary Information Agreement.”  Attached Schedule “C.” |
| **Non-Solicitation** | You hereby agree that, while you are employed as Independent Contractor by *HAJEX Inc.* and for one 5 years following the termination of your employment with *HAJEX Inc.*, you will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of, any *HAJEX Inc.* employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of *HAJEX Inc.* in a manner that conflicts with or interferes in the business of *HAJEX Inc.* as conducted with such customer or supplier. |
| **Representation** | You hereby represent and warrant to *HAJEX Inc.* that you are not party  to any written or oral agreement with any third party that would restrict your ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform your obligations hereunder and that you will not, by joining *HAJEX Inc.*, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party. |
| **Changes to Duties**  **and/or Compensation** | If your duties or compensation should change during the course of  your employment with the Company, the validity of our agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect. |
| **Resignation** | Should you wish to resign your employment with *HAJEX Inc.*, you  will be required to provide 2 weeks’ written notice to enable us to transition your work as per local standards (Candidate’s Country of Residence). |
| **Termination** | *Company* may terminate your contractual employment with or without  cause at any time by providing you with the minimum notice of 2 weeks. In case of breach of contract, no notice is necessary i.e. No |

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|  | notice will be issued if any of the agreed upon terms or conditions are  breached. |
| **Legal Advice** | If you are uncertain about the contents of this offer, we suggest that it may be advisable to seek independent legal advice prior to signing or  get in touch with us with your questions (if any). |

Schedule B

# Contract Description

**Main duties**

**Software Developer** performs some or all of the following duties:

* Creating the website architecture.
* Designing and managing the website back-end including database and server integration.
* Work with developers to design algorithms and ﬂowcharts
* Produce clean, eﬃcient code based on speciﬁcations
* Integrate software components and third-party programs
* Verify and deploy programs and systems
* Troubleshoot, debug and upgrade existing software
* Gather and evaluate user feedback
* Recommend and execute improvements
* Create technical documentation for reference and reporting
* Give attention to detail to enhance UI UX
* Generating WordPress/Shopify themes and plugins.
* Conducting website performance tests.
* Troubleshooting content issues.
* Conducting WordPress/Shopify training with the clients.
* Monitoring the performance of the live website.
* Similar or related activities

Schedule C

# Employee Covenants

**Confidentiality and Proprietary Information Agreement**

In consideration of position as contractor or engagement as an employee with *Company* (the “***HAJEX Inc.***”), the undersigned (the “**Senior Software Developer**”) agrees and covenants as follows:

1. Contract with the Company as an independent contractor engagement with the Company as an employee, as the case may be (the “**Engagement**”), will give the Participant access to proprietary and confidential information belonging to the Company, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as “**Confidential Information**”). Confidential Information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software and know-how. All Confidential Information remains the confidential and proprietary information of the Company.
2. As referred to herein, the “**Business of the Company**” shall relate to the business of the Company as the same is determined by the Board of Directors of the Company from time to time.
3. The Participant may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as “**Proprietary Property**”). The Company shall exclusively own all Proprietary Property which the Participant conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. For greater certainty, the Participant hereby assigns to the Company any and all rights that the Participant may have or obtain in or to the Proprietary Property. Material or information conceived, developed or contributed to by the Participant outside work hours on the Company’s premises or through the use of the Company’s property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the Company. Participants shall not imitate, illegally purchase, distribute or use contents which are considered unethical or were illegally acquired from unknown or not approved sources as the company would not take responsibility for such actions of participants performed without prior approval from Directors of the Company. The Participant shall keep full and accurate records accessible at all times to the Company relating to all Proprietary Property and shall promptly disclose and deliver to the Company all Proprietary Property.
4. The Participant shall, both during and after the Engagement, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the Company. The Participant may, however, use or disclose Confidential Information which:
   1. is or becomes public other than through a breach of this Agreement;
   2. is known to the Participant prior to the date of this Agreement and with respect to which the Participant does not have any obligation of confidentiality; or
   3. is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that the Participant informs the Company of such a requirement in sufficient time to allow the Company to avoid such disclosure by the Participant.

The Participant shall return or destroy, as directed by the Company, Confidential Information and Proprietary Property to the Company upon request by the Company at any time. The Participant shall certify, by way of affidavit or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable.

1. The Participant covenants and agrees not to make any unauthorized use whatsoever of or to bring onto the Company’s premises for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Engagement. The Participant agrees and represents that the Engagement and the execution of this Agreement do not and will not breach any agreement to which the Participant is currently a party or which currently applies to the Participant.
2. At the reasonable request and at the sole expense of the Company, the Participant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Company’s ownership of the Proprietary Property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the Company written assignments of all rights to the Company and any other documents required to enable the Company to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the Company considers advisable anywhere in the world.
3. The Participant hereby irrevocably and unconditionally waives all moral rights the Participant may now or in the future have in any Proprietary Property.
4. The Participant agrees that the Participant will, if requested from time to time by the Company, execute such further reasonable agreements as to confidentiality and proprietary rights as the Company’s customers or suppliers

reasonably required to protect Confidential Information or Proprietary Property.

1. Regardless of any changes in position, salary or otherwise, including, without limitation, termination of the Engagement, unless otherwise stipulated pursuant to the terms hereof, the Participant will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.
2. The Participant agrees that the Participant’s sole and exclusive remedy for any breach of this Agreement or any other agreement by the Company will be limited to monetary damages and that the Participant will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.
3. The Participant acknowledges that the services provided by the Participant to the Company are unique. The Participant further agrees that irreparable harm will be suffered by the Company in the event of the Participant’s breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Participant from engaging in or continuing any such breach hereof. Any claims asserted by the Participant against the Company shall not constitute a defense in any injunction action, application or motion brought against the Participant by the Company.
4. This Agreement is governed by the local laws which in this case are laws defined by the Government of Pakistan where the Participant resides and the Participant agrees to the non-exclusive jurisdiction of the courts in relation to this Agreement.
5. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.

**IN WITNESS WHEREOF** the Company has caused this Agreement to be executed as of the date of the agreement.

**Signed by Signed by**

DIRECTOR: **Junaid Khalid DATE: 29-10-2022**

Participant: ***Shahjahan***

**Date: 29/10/2022**