

November 29, 2024

Umair Bin Najeeb
Shalimar, Srinagar

Subject:- Employment Letter

Dear Umair,

We are pleased to offer you employment with **iQuasar Consulting Services** (“Company”) having its administrative office at **Rangreth**, as **Junior Full Stack Web Developer** w.e.f **December 02, 2024** under the terms and conditions in consideration of the mutual obligations and undertakings hereinafter set out as follows:

1. PROBATION PERIOD

The **EMPLOYEE** shall be on probation for three (3) months.

- 1.1. On successful completion of probation, the decision of the management on the performance of the **EMPLOYEE** shall be final and binding on the **EMPLOYEE** whether to extend the probation or not.

2. NOTICE PERIOD

The notice period required to be served when an **EMPLOYEE** decides to call it a day will depend on the Professional Band of an employee at the time of resignation. (defined under “**TERMINATION OF EMPLOYMENT**” 12.1.1) . It may be extended based on the need of the project/work assigned. If an employee is unable to serve the notice period due to some unavoidable circumstances, he or she will have to pay an amount equal to his /her one-month Basic Salary instead of not serving the notice period. This applies to all confirmed employees. Employees who leave us during their probation period, they'll have to serve a notice of at least one week.

3. LOCAL TRAVEL

EMPLOYEE will get a pick and drop facility if his/her place of accommodation falls in our hiring zone. Any **EMPLOYEE** who lives beyond our hiring zone will have to manage the commute for themselves. **EMPLOYEES** who are eligible for a pick and drop service will get a cab at the nearest pick-up point if their accommodation is too far or congested.

4. OUT-OF-POCKET EXPENSES

EMPLOYEE shall be responsible for any and all personal expenses including food, transportation, and other personal expenses.

5. ACCOMMODATION

EMPLOYEE is responsible for making his or her own arrangements for accommodation.

Initials: Umair, Date: Nov 29, 2024

6. COMPENSATION

See **Appendix II**

7. BENEFITS

- 7.1. Regular Holidays: As observed by the company per its Fixed and Floating Holiday Schedule.
- 7.2. Paid Time Off (PTO): 17 working days in a year for the first 2 years of employment and 20 working days in a year after two years of employment with us. PTO consists of vacation, sick and personal days off. Up to a maximum of 30 PTOs can be carried over to the next year. Up to a maximum of 12 PTOs (after leaving 10 as Minimum carry forward balance) will be encashed (calculated at the rate of basic pay) and the same will be paid to the employee. PTO is accrued monthly (1.42 PTOs per month for the first 2 years and 1.67 PTOs per month after two years of employment). The approval for time off will be based on business needs. The employee will apply for his/her PTO to the reporting manager/company management well in advance as per the company PTO Policy.
- 7.3. Incentives are applicable as per the company Incentive policy defined for each division.
- 7.4. Health Benefits Package: This package includes **health insurance** for self and family members (applicable from day 1 of joining only when team members opt for it), **annual health check-up** and **annual diagnostic tests**.

8. USE OF INFORMATION

- 8.1. The **EMPLOYEE** shall not copy any software program, code, design, technical documents or data, or any other iQuasar information including client list, marketing Data, presentations, or any type of company documents even if created by the employee while employed at iQuasar or make any copies, electronic or otherwise or CD or any media format for any use except for the use of iQuasar, and for performing his/her day-to-day job responsibilities in iQuasar.
- 8.2. The **EMPLOYEE** shall not disclose any information of iQuasar, whether prepared by him/her or otherwise coming into his/her possession or control without prior and written permission of the Authorized Officers of iQuasar.
- 8.3. The **EMPLOYEE** shall not keep in his/her possession any sensitive and confidential information or data of iQuasar or software program architecture diagram or code, either in electronic or any other format.
- 8.4. That during and after the employment period, the **EMPLOYEE** will not divulge or appropriate to his/her use or the use of others, in competition with the **EMPLOYER**. Any secret or confidential information or knowledge about the

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- business of the company, or of any of its subsidiaries, obtained by him/her in any way while he/she was employed by the **EMPLOYER** or by any of its subsidiaries.
- 8.5. The **EMPLOYEE** agrees that during her/his employment with the company and three (3) years after her/his termination of employment for any reason, she/he will not work for, compete with, provide services to, or solicit business or employment with, directly or indirectly, as an employee, consultant, contractor, or company, any of the company's clients, end customers of the company clients, partners, vendors, or third parties who engage in any business activities with the company based in India and its sister company, iQuasar LLC based in the USA or their affiliates.
- 8.6. During the employment, the **EMPLOYEE** will have access to Company's confidential, proprietary, and other sensitive information including but not limited to: client/vendor/customer/third party database/lists; contact information of company client/business contacts; marketing lists and material; legal documents/templates and agreements; internal processes and policies; employee access and information; software code, software disks, system/server access, applications/systems, web-based applications, and all other materials at the company. The employee is required to safeguard all this information and not to share it with any other person or party except for conducting the company's business while safeguarding the interests of the company. The **EMPLOYEE** shall use this information and/or materials only for her/his work purpose at the company. The **Non-Disclosure and Non-Compete Agreement** as well as a **Confidentiality and Invention Agreement** is part of this agreement and shall be binding on the employee. See **Appendix III** for **Non-Disclosure and Non-Compete Agreement**
- 8.7. Given the highly competitive nature of the business, the **EMPLOYEE** will take deliberate steps to safeguard the business interests of the company and to prevent and immediately report any activities that could harm the business interests of the company in the short or the long run. It will be expected that the **EMPLOYEE** will engage in communications with the officers of the company, as quickly and as frequently as warranted by the situation.
- 8.8. The **EMPLOYEE** shall always report to the authorized officers of iQuasar of any breach or violation of any deviation from the iQuasar policies and rules by any employee of iQuasar if known.

9. NON SOLICITATION

The **EMPLOYEE** agrees that during her/his employment with the company and three (3) years after her/his termination of employment for any reason, she/he shall not solicit any employment or any business from the clients of iQuasar or its vendors which will prejudice the interest of iQuasar, either technical or financial or both. Further, the employee agrees that during her/his employment with the company and three (3) years

Initials: Umair, Date: Nov 29, 2024

after her/his termination of employment for any reason, shall not indulge with the employees, consultants, or contractors, or any party working for or with the company to;

- 9.1. assist or encourage in severing business, work, or employment relationship with the company;
- 9.2. offer employment or job or solicit to hire for herself/himself as a company or agent of any other company; or
- 9.3. Introduce them to any other party for employment or work.

10. PERFORMANCE EVALUATION AND ANNUAL RAISE

- 10.1. The **EMPLOYEE** will strive to meet and exceed the employer's expectations.
- 10.2. That the **EMPLOYEE** shall take ownership of results, show fierce resolve and work hard, work with honesty and integrity, work for a higher social purpose, strive for excellence, and to thrive as a team that believes in camaraderie, commitment, and communication.
- 10.3. The decision of the management on the performance of the **EMPLOYEE** is final and binding on the **EMPLOYEE**
- 10.4. The performance of the **EMPLOYEE** shall be evaluated by his/her supervisor/ reporting manager and division head on a monthly/quarterly/yearly basis and their decision on performance shall be final.
- 10.5. The **EMPLOYER** shall sincerely guide, mentor, and train a poor-performing employee and shall put him/her on a performance improvement process (PIP) for four (4) to six (6) weeks. If the performance of the **EMPLOYEE** doesn't improve, the employer shall have the right to terminate his/her employment and the employee shall not be entitled to any severance package. Annual Salary raise is subject to the annual financial performance of the company. The management may approve annual salary raises based on the financial condition of the company.
- 10.6. The annual salary raise will be given on the joining anniversary.

11. ROLES AND RESPONSIBILITIES

See **Appendix I**

12. TERMINATION OF EMPLOYMENT

12.1. BY EMPLOYEE

The **EMPLOYEE** will discuss the reasons for his/her resignation with his/her reporting manager/supervisor and HR and will try sincerely to overcome the reasons behind the resignation. The employee shall be provided with all support to continue with his/her employment. After putting sincere efforts, if the employee still thinks about going ahead with his/her resignation, the employee shall submit his/her formal resignation in writing.

- 12.1.1. The **EMPLOYEE** will have to serve a notice period as per the iQuasar set policy. Leaving employees have to serve the notice period as per their

Initials: Umair, Date: Nov 29, 2024

bands at the time of resignation. The below table shows the band-wise notice period.

Professional Band	Notice Period (in days)
Professional - I & II	30 Days
Professional - III	45 Days
Lead - I & II	60 Days
Manager - I & II	90 Days

- 12.1.2. In case the employee is working on a project which is in progress, the notice period shall be extended beyond one month till the closure of the project.
- 12.1.3. During the notice period, the **EMPLOYEE** shall fulfill all his/her job responsibilities. If the employee's performance is not up to the expectations of his/her manager during the notice period, then the employee's employment shall be terminated and the action shall be considered a breach of the agreement.
- 12.1.4. The **EMPLOYER** shall have the right to decide whether the employee can buy or shall serve the notice period.

12.2. BY EMPLOYER

- 12.2.1. The **EMPLOYER** shall sincerely guide, mentor, and train a poor-performing employee and shall put him/her on a performance improvement process (PIP) for four (4) to six (6) weeks. If the performance of the employee doesn't improve, the employer shall have the right to terminate his/her employment and the employee shall not be entitled to any severance pay.
- 12.2.2. The **EMPLOYER** shall have the right to terminate the employment of poor performing **EMPLOYEE** without putting the employee on a performance improvement process (PIP) and the employee shall not be entitled to any severance pay.
- 12.2.3. The **EMPLOYER** may terminate the employment of the employee due to any business reasons, the employee shall be informed about the same one month in advance, or an equivalent one-month basic salary shall be paid.

Initials: Umair, Date: Nov 29, 2024

13. TERMS AND CONDITIONS

The **EMPLOYEE** agrees to devote his/her best efforts to the performance and discharge of his/her duties and responsibilities hereunder on an exclusive basis and agrees not to engage in any other business activity whatsoever during his/her employment with the **EMPLOYER**;

- 13.1. The **EMPLOYEE** will not directly or indirectly engage in or establish any professional and independent business activity other than her/his full-time employment for the company and will never indulge in any capacity in any business activity, part-time or full-time, in IT, Staffing, Recruitment, or any other field during her/his employment with the company.
- 13.2. The **EMPLOYEE** will dedicate her/his full time and will utilize all her/his time and efforts by fulfilling her/his duties for the **EMPLOYER**.
- 13.3. The **EMPLOYEE** shall abide by the rules & regulations and other terms & conditions of the **company** strictly.
- 13.4. The **EMPLOYEE** shall abide by the rules & regulations and other terms & conditions of the **company** strictly during the **notice period** as well.
- 13.5. The policies and processes in the company are subject to change and may be revised, modified, scrapped, or created afresh as and when required. The new policies and processes and amendments shall be binding on the **EMPLOYEE**.
- 13.6. That in the event of violation/breach of any provision of the agreement, policies & processes, rules & regulations, and terms & conditions, the **EMPLOYEE** shall be liable for any action which the **EMPLOYER** may deem fit and proper to suggest and to take, including legal action, business damage compensation, demotion, decrease in salary and forfeiture of a portion of salary drawn by the **EMPLOYEE** from the **EMPLOYER**.
- 13.7. That the details of the compensation package, mentioned in her/his offer letter, are confidential. This confidentiality is critical for the company to be able to create a culture of meritocracy. A failure to keep the package confidential is a breach of the agreement.
- 13.8. While **EMPLOYEE** may be based at one location of the company, the **EMPLOYEE** will be required to work at other locations of the **EMPLOYER** within India either due to mandatory deployment requirements outside of the base location of the **EMPLOYEE** or as per business need of the **EMPLOYER**. **EMPLOYEE** may also be required to work at the **EMPLOYER's** or their client location(s) outside India per business need.
- 13.9. While **EMPLOYEE** is working in their primary shifts, shift timings are subject to change as per the client requirements or the business needs and the **EMPLOYEE** shall be flexible with the timings.

Initials: Umair, Date: Nov 29, 2024

14. GOVERNING LAW

The Agreement shall be construed by the laws of The Union Territory of Jammu and Kashmir.

15. NOTICE

Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by e-mail or certified or registered mail to the employee at his/her permanent address as mentioned above in this agreement or to the company at its principal office, attention of the CEO, COO or CBO.

Sheikh Umair

Farrukh Shah

Employee Signature
Umair Bin Najeeb
Junior Full Stack Web Developer
November 29, 2024

For iQuasar Consulting Services
Farrukh Shah
Sr. HR Manager
November 29, 2024

Initials: Umair, Date: Nov 29, 2024

Appendix I

Roles and Responsibilities

- Develop and maintain user interfaces using HTML, CSS, and JavaScript frameworks (e.g., React, Vue.js).
- Write server-side code and integrate APIs using languages like Node.js, Python, or PHP.
- Collaborate with senior developers and team members on designing and building web applications.
- Write unit and integration tests to ensure functionality and quality of both front-end and back-end code.
- Debug and troubleshoot issues in both client-side and server-side code.
- Manage and query databases (SQL/NoSQL) to handle data storage and retrieval.
- Contribute to code reviews, following best practices and learning from senior team members.
- Ensure cross-browser compatibility and responsive design for optimal user experience on all devices.
- Participate in agile development processes, attending sprint meetings and tracking progress in project management tools.
- Stay up-to-date with emerging technologies and improve development skills through continuous learning.

Appendix II

New Compensation Structure

Your annual potential CTC will be Rs. 5,06,280/- Five Lakh Six Thousand Two Hundred Eighty Only/-

Package Particulars	Amount (in rupees)
Base Salary	16080
HRA	6432
Travel Allowance	800
Medical Allowance	1250
Special Allowance	2238
CP Fund Employer Contribution	1800
CP Fund Administration Charges	150
ESIC Employer Contribution	0
Total Monthly CTC before Variable Incentives and Benefits	28,750
Total Annual CTC before Variable Incentives and Benefits in LPA	3.45 Lakhs per annum
Deductions	3,750 per month
(PF Employee, PF Employer, Admin Charges)	
Net Take Home Salary	25,000 per month
Variables & Benefits:	
Target Incentives	12000 per month
Internet Allowance	1000 per month
Insurance per month	440
Total Annual Potential CTC	5.06 Lakhs per annum

I have read this salary package and understand all terms and conditions.

Note: Your compensation information is private and confidential. By keeping it confidential at all times, you help perpetuate a culture of differentiated compensation based on performance and results. Any violation of these policies will result in disciplinary action, including termination of services.

Sheikh Umair

Employee Signature

Umair Bin Najeeb
Junior Full Stack Web Developer
November 29, 2024

Farrukh Shah

For iQuasar Software Solutions

Farrukh Shah
Sr. HR Manager
November 29, 2024

Initials: Umair, Date: Nov 29, 2024

Appendix III

Non-Disclosure and Non-Compete Agreement

This Acknowledgement of Obligations (the "Agreement") is made and effective this day **November 29, 2024, BETWEEN: Umair Bin Najeeb** (the "Employee"), an individual with his/her permanent address at **Shalimar, Srinagar AND IQUASAR CONSULTING SERVICES PRIVATE LIMITED**, Regus Centre Midtown, Level 2, Oval Building, Plot no.18, iLab's, Hyderabad Technology Park, Inorbit Mall Rd- Hyderabad - 500081.

WHEREAS, Company desires to employ Employee and Employee desires to be employed by Company in connection with certain aspects of the design, development, support, consulting, coordination, and other services of information technology, business consulting, business process outsourcing (BPO), or other services and products (individually and collectively referred to as "Services" and further defined in detail below in article 5 NON-COMPETITION) for Company and/or provision of such Services to Company's Clients/Customers;

WHEREAS, in connection with such employment, Employee may be given access to, generate, or otherwise come into contact with certain sensitive, proprietary, and/or confidential information of Company, employees, personnel, partners, consultants, clients of the Company, and other third parties; and

WHEREAS, Employee will also have access to Company's customers, clients, partners, and other business partners;

WHEREAS, Employee and Company desire to prevent the dissemination or misuse of such information, and safeguarding Company's as well as its customers' business, data, confidential, intellectual property (IP), and other sensitive data, information, and clients;

WHEREAS, in connection with such training, Trainee may be given access to, generate, or otherwise come into contact with certain proprietary and/or confidential information of Company,

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. EMPLOYMENT

The company continues to employ Employee and Employee hereby continues to be employed by Company upon the terms and conditions contained herein and at compensation as shall be agreed upon from time to time by Company and Employee. This Agreement shall commence on the date hereof and shall remain in effect for an indefinite time until terminated by either party as provided in this Agreement. While employed by Company, the Employee shall devote his or her full working time to Company's affairs and shall faithfully and diligently serve Company's interests.

2. CONFIDENTIALITY

An Employee recognizes and acknowledges that the systems which the Company owns, plans, or develops, whether for its use or use by its clients, are confidential and are the property of the Company. Employee further recognizes and acknowledges that to enable Company to perform

Initials: Umair, Date: Nov 29, 2024

services for its clients, such clients may furnish to Company confidential information concerning their business affairs, property, methods of operation, or other data; that the goodwill afforded to Company depends upon, among other things, Company and its employees keeping such services and information confidential (collectively, including Company systems and Company client information, the "Confidential Information").

3. NON-DISCLOSURE

Employee recognizes, acknowledges, and hereby agrees that all the **Confidential Information** of the Company whether in its use or for use by its clients, employees, or other third parties, is confidential and property of the Company or Client. Employee further agrees that, except as directed by Company, Employee will not, at any time, whether during or after his/her employment with the Company, disclose to any person or use any Confidential Information, or permit any person to examine and/or make copies of any documents which contain or are derived from Confidential Information, whether prepared by Employee or otherwise coming into the Employee's possession or control without the prior written permission of Company.

Confidential Information shall not be reproduced in any form except as reasonably required to accomplish the tasks and projects Employee is engaged in and needs pre-approval from an authorized officer of the Company. Any reproduction of any Confidential Information shall remain the property of the Company and/or its customer as the case may be and shall contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Company.

If Employee disseminates or releases any Confidential Material except as provided above, such disclosure, dissemination, or release will be deemed a material breach of this Agreement and the Company may demand the prompt return of all Confidential Information previously provided to the Employee. Employee agrees that because of the unique nature of the Confidential Information, the Company would suffer irreparable damage in the event of a breach of this Agreement. Accordingly, Employee expressly agrees that the Company will be entitled to injunctive and/or other equitable relief, including, but not limited to, specific performance, and Employee hereby waives the right to any bond in connection therewith. The provisions of this paragraph do not alter or affect any other legal rights or remedies the Company may have under federal or state law.

4. POSSESSION

Employee agrees that upon request by Company, and in any event upon termination of employment, Employee shall turn over to Company all documents, papers or other material in his possession or under his control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from Employee's services to Company whether or not such material is at the date hereof in Employee's possession. Employee agrees that the Employee shall have no proprietary interest in any work product developed or used by Employee and arising out of his employment by Company. Employees shall, from time to time as may be requested by Company, do all things which may be necessary to establish or document Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments.

Initials: Umair, Date: Nov 29, 2024

5. NON-COMPETITION

Employee agrees and covenants that because of the competitive nature of the Company business and of the confidential and sensitive nature of the Confidential Information and because the use of, or even the appearance of the use of, the Confidential Information including but not limited to; customer's business needs, the type of projects, work, resource needs may cause irreparable damage to Company and its reputation, or to clients of Company, Employee shall not, until the expiration of five (5) years after the termination of the employment relationship between Company and Employee, engage, directly or indirectly, or through any third party, entity, corporations, or associates in any business enterprise which is directly competitive with Company, Company's Client or Client's end customers.

Employee understands that the Company is in the business of providing Information Technology Consulting Services; Business Consulting; Business Process Outsourcing: Proposal Development and Management Services, Proposal and Recruitment Process Outsourcing (RPO); Staffing & Recruitment Services; Web/Software Development; Digital Marketing and Web Presence as a Service (WPaaS); Implementation, and Support Services; Civil Engineering; Cybersecurity and Cloud Security, Identity and Access Management; Product Development; and Information Technology Design, Development, Support and Service to its Clients (individually and collectively referred to as "Services"). Employee agrees that Employee **will not** (i) solicit, either directly or indirectly any work from the Company's Clients, Client's Customer, Business Partners, or any third party Company does business with, which would compete with the type of work that Company performs, whether as an independent contractor, consultant, gig worker, an employee of the Client or Vendor, or any party involved, or as an employee, agent or owner of any other person or entity, or (ii) assist any person, entity, or any third party in obtaining any work from the Client which would be in competition with Company, including but not limited to the services listed above, for the duration of employment with Company and a period of five (5) years from the date of termination of employment however caused, without written and approved authorization from an authorized official of the Company.

6. CONFLICT OF INTEREST

Employee agrees that Employee shall not engage in any kind of part-time, contract, or full-time employment, work, or side gigs outside of Company and Employee shall take every step to avoid any conflict of interest or appearance of a conflict of interest thereof. Employee further agrees to protect the business and other interests of the Company and not engage in any employment, business, or support others in any activity similar in nature or direct/indirect competition to Company's Services. From time to time, Employee may have the opportunity to advance his/her own personal, family's or any other third person/entity's interests, monetary or otherwise, with or against the interests of the Company and Employee hereby attests that his/her full-time work or professional obligation is to the Company and he/she is being compensated reasonably and fairly and hereby agrees that any such activity is a breach of the conflict of interest clause of this Agreement.

7. SAVING PROVISION

Company and Employee agree and stipulate that the agreements and covenants not to compete contained in the preceding paragraph are fair and reasonable in light of all of the facts and circumstances of the relationship between Employee and Company; however, Employee and

Initials: Umair, Date: Nov 29, 2024

Company are aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of and not in derogation of the provisions of the preceding paragraph Company and Employee agree that in the event a court should decline to enforce the provisions of the preceding paragraph, that paragraph shall be deemed to be modified to restrict Employee's competition with Company to the maximum extent, in both time and geography, which the court shall find enforceable; however, in no event shall the provisions of the preceding paragraph be deemed to be more restrictive to Employee than those contained therein.

8. ENFORCEABLE

The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of Employee against Company whether predicated on this Agreement or otherwise.

9. ENTIRE AGREEMENT

This Agreement along with the offer letter and other attachments attached herewith contains the entire agreement of the parties relating to the subject matter hereof. This Agreement may be modified only by an instrument in writing signed by both parties hereto.

10. INJUNCTIVE RELIEF

The Employee acknowledges that disclosure of any Confidential Information or breach of any of the non-competitive covenants or agreements contained herein will give rise to irreparable injury to Company or clients of Company, inadequately compensable in damages. Accordingly, Company or, where appropriate a client of Company may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. The Employee further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Company's legitimate business interests and are reasonable in scope and content.

11. COMPANY'S CLIENTS

If Employee's employment with Company terminates for any reason, the Employee shall not, for a period of five (5) years from the date of termination, have any business dealings whatsoever, directly or indirectly or through corporate entities, either as an employee of Client, consultant, independent contractor, gig worker, Vendor, or any party involved, or associates with any customer or client of Company or its subsidiaries or any person or firm which has contacted or been contacted by Company as a potential customer or client of Company; and Employee shall keep in strictest confidence, both during the Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, third party, entity, firm or corporation, or use directly or indirectly, for the Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Company, information as to sources of, and arrangements for, hardware supplied to customers or clients of Company, submission and proposal procedures of Company, customer or contact lists or any other Confidential Information.

12. GOVERNING LAW

Initials: Umair, Date: Nov 29, 2024

The Agreement shall be construed by the laws of the Union Territory of Jammu & Kashmir or any Federal laws of India whichever is applicable.

13. NOTICE

Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by e-mail or certified or registered mail to Employee at his residence address as the same appears on the books and records of Company or to Company at its principal office, attention of the CEO, COO or CBO, or otherwise as directed by Company.

14. SURVIVAL

The provisions of this Agreement relating to confidentiality or non-competition shall survive the termination of employment, however, caused.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Farrukh Shah

Sheikh Umair

Employee Signature
Umair Bin Najeeb
Junior Full Stack Web Developer
November 29, 2024

For iQuasar Consulting Services
Farrukh Shah
Sr. HR Manager
November 29, 2024

Initials: Umair, Date: Nov 29, 2024

CONFIDENTIALITY AND INVENTION AGREEMENT

This Acknowledgement of Obligations (the "Agreement") is made and effective this day **December 02, 2024** **BETWEEN: Umair Bin Najeed** (the "Employee"), an individual with his/her permanent address at **Shalimar, Srinagar** AND **IQUASAR CONSULTING SERVICES PRIVATE LIMITED**, Regus Centre Midtown, Level 2, Oval Building, Plot no.18, iLab's, Hyderabad Technology Park, Inorbit Mall Rd- Hyderabad - 500081.

In consideration of the Employee relationship with the Company (which for purposes of this Agreement shall be deemed to include any subsidiaries or Affiliates of the Company), the receipt of confidential information while associated with the Company, and other good and valuable consideration, the undersigned Employee, agrees that:

1. TERMS OF AGREEMENT

This Agreement shall continue in full force and effect for the duration of the relationship between the Employee and the Company and shall continue thereafter until terminated through a written instrument signed by both parties.

For purposes of this Agreement, "Affiliate" shall mean any person or entity that shall directly or indirectly control, is controlled by or is under common control with the Company.

2. CONFIDENTIALITY

2.1. Definitions

"Proprietary Information" is all information and any idea whatever form, tangible or intangible, pertaining in any manner to the business of the Company, or any of its Affiliates, or its employees, clients, employees, or business associates, which was produced by any employee or Employee of the Company in the course of his or her employment or consulting relationship or otherwise produced or acquired by or on behalf of the Company. All Proprietary Information not generally known outside of the Company's organization, and all Proprietary Information that is so known only through improper means, shall be deemed "Confidential Information." By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include, but not be limited to:

- a) Formulas, research and development techniques, processes, trade secrets, computer programs, software, electronic codes, mask works, inventions, innovations, patents, patent applications, discoveries, improvements, data, know-how, formats, test results, and research projects;
- b) Information about costs, profits, markets, sales, contracts, and lists of customers, and distributors;
- c) Business, marketing, and strategic plans; forecasts, unpublished financial information, budgets, projections, and customer identities, characteristics and agreements; and employee personnel files and compensation information.

Confidential Information is to be broadly defined and includes all information that has or could have commercial value or other utility in the business in which the Company is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Confidential Information by the Company.

2.2. Existence of Confidential Information

Initials: Umair, Date: Nov 29, 2024

The Company owns and has developed and compiled, and will develop and compile, certain trade secrets, proprietary techniques, and other Confidential Information which have great value to its business. This Confidential Information includes not only information disclosed by the Company to the Employee, but also information developed or learned by the Employee during the relationship with the Company.

2.3. Protection of Confidential Information

The Employee will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in the assigned duties and for the benefit of the Company, any of the Company's Confidential Information, either during or after the relationship with the Company. In the event the Employee desires to publish the results of the work for the Company through literature or speeches, the Employee will submit such literature or speeches to any of the Executives of the Company at least seven days before dissemination of such information for a determination of whether such disclosure may alter trade secret status, may be prejudicial to the interests of the Company, or may constitute an invasion of its privacy. The Employee agrees not to publish, disclose or otherwise disseminate such information without the prior written approval of any of the Executives of the Company. The Employee acknowledges that the unauthorized disclosure of Confidential Information of the Company may be highly prejudicial to its interests, an invasion of privacy, and improper disclosure of trade secrets.

2.4. Delivery of Confidential Information

Upon request or when the relationship with the Company terminates, the Employee will immediately deliver to the Company all copies of any and all materials and writings received from, created for, or belonging to the Company including, but not limited to, those which relate to or contain Confidential Information.

2.5. Location and Reproduction

The Employee shall maintain at its workplace only such Confidential Information as the Employee has a current "need to know." The Employee shall return to the appropriate person or location or otherwise properly dispose of Confidential Information once that need to know no longer exists. The Employee shall not make copies of or otherwise reproduce Confidential Information unless there is a legitimate business need of the Company for reproduction.

2.6. Prior Actions and Knowledge

The Employee represents and warrants that from the time of the first contact with the Company the Employee held in strict confidence all Confidential Information and has not disclosed any Confidential Information, directly or indirectly, to anyone outside the Company, or used, copied, published, or summarized any Confidential information, except to the extent otherwise permitted in this Agreement.

2.7. Third-Party Information

The Employee acknowledges that the Company has received and in the future will receive from third parties their confidential information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Employee agrees that it will at all times hold all such confidential information in the strictest confidence and

Initials: Umair, Date: Nov 29, 2024

not to disclose or use it, except as necessary to perform the obligations hereunder and as is consistent with the Company's agreement with such third parties.

2.8. Third Parties

The Employee represents that the relationship with the Company does not and will not breach any agreements with or duties to a former employer or any other third party. The Employee will not disclose to the Company or use on its behalf any confidential information belonging to others and will not bring onto the premises of the Company any confidential information belonging to any such party unless consented to in writing by such party.

3. PROPRIETARY RIGHTS, INVENTIONS, AND NEW IDEAS

3.1. Definition

The term "Subject Ideas or Inventions" includes any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable works products, marketing and business ideas, and all improvements, know-how, data, rights, and claims related to the foregoing that, whether or not patentable, which are conceived, developed or created which: (1) relate to the Company's current or contemplated business; (2) relate to the Company's actual or demonstrably anticipated research or development; (3) result from any work performed by the Employee for the Company; (4) involve the use of the Company's equipment, supplies, facilities or trade secrets; (5) result from or are suggested by any work done by the Company or at the Company's request, or any projects specifically assigned to the Employee; or (6) result from the access to any of the Company's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, "Company Materials").

3.2. Company Ownership

All right, title and interest in and to all Subject Ideas and Inventions, including but not limited to all registrable and patent rights which may subsist therein, shall be held and owned solely by the Company, and where applicable, all Subject Ideas and Inventions shall be considered works made for hire. The Employee shall mark all Subject Ideas and Inventions with the Company's copyright or other proprietary notice as directed by the Company and shall take all actions deemed necessary by the Company to protect the Company's rights therein. In the event that the Subject Ideas and Inventions shall be deemed not to constitute works made for hire, or in the event that the Employee should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, the Employee agrees to assign to the Company, without further consideration, its entire right, title and interest in and to each and every such Subject Idea and Invention.

3.3. Disclosure

The Employee agrees to disclose promptly to the Company full details of any and all Subject Ideas and Inventions.

3.4. Maintenance of Records

Initials: Umair, Date: Nov 29, 2024

The Employee agrees to keep and maintain adequate and current written records of all Subject Ideas and Inventions and their development made by the Employee (solely or jointly with others) during the term of the relationship with the Company. These records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. These records will be available to and remain the sole property of the Company at all times.

3.5. Determination of Subject Ideas and Inventions

The Employee further agrees that all information and records about any idea, process, trademark, service mark, invention, technology, computer hardware or software, original work of authorship, design, formula, discovery, patent, copyright, product, and all improvements, know-how, rights, and claims related to the foregoing ("Intellectual Property"), that the Employee does not believe to be a Subject Idea or Invention, but that is conceived, developed, or reduced to practice by the Company (alone by the Employee or with others) during the relationship with the Company and for three (3) year thereafter, shall be disclosed promptly by the Employee to the Company. The Company shall examine such information to determine if the Intellectual Property is a Subject Idea or Invention subject to this Agreement.

3.6. Access

Because of the difficulty of establishing when any Subject Ideas or Inventions are first conceived by the Employee, or whether it results from the access to Confidential Information or Company Materials, the Employee agrees that any Subject Idea and Invention shall, among other circumstances, be deemed to have resulted from its access to Company Materials if: (1) it grew out of or resulted from the work with the Company or its related to the business of the Company, and (2) it is made, used, sold, exploited or reduced to practice, or an application for patent, trademark, copyright or other proprietary protection is filed thereon, by the Employee or with its significant aid, within three years after termination of the relationship with the Company.

3.7. Assistance

The Employee further agrees to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights or other rights or registrations on said Subject Ideas and Inventions in any and all countries, and to that end will execute all documents necessary:

- a. To apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and;
- b. To defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection; and;
- c. To cooperate with the Company (but at the Company's expense) in any enforcement or infringement proceeding on such letters patent, copyright, or other analogous protection.

3.8. Authorization to Company

In the event the Company is unable, after reasonable effort, to secure the Employee's signature on any patent, copyright, or other analogous protection relating to a Subject Idea and Invention, whether because of the Employee's physical or mental incapacity or for any other reason whatsoever, the Employee hereby irrevocably designate and appoint the Company and its duly

Initials: Umair, Date: Nov 29, 2024

authorized officers and agents as its agent and attorney-in-fact, to act for and on its behalf and stead to execute and file any such application, applications or other documents and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of letters patent, copyright or other analogous rights or protections thereon with the same legal force and effect as if executed by the Employee. The Employee's obligation to assist the Company in obtaining and enforcing patents and copyrights for Subject Ideas and Inventions in any and all countries shall continue beyond the termination of the relationship with the Company, but the Company shall compensate the Employee at a reasonable rate after such termination for time spent by the Employee at the Company's request on such assistance.

3.9. Acknowledgment

The Employee acknowledges that there are no currently existing ideas, processes, inventions, discoveries, marketing or business ideas, or improvements which I desire to exclude from the operation of this Agreement. To the best of the Employee's knowledge, there is no other contract to assign inventions, trademarks, copyrights, ideas, processes, discoveries, or other intellectual property that is now in existence between the Employee and any other person (including any business or governmental entity).

3.10. No Use of Name

The Employee shall not at any time use the Company's name or any of the Company trademark(s) or trade name(s) in any advertising or publicity without the prior written consent of the Company.

4. COMPETITIVE ACTIVITY

4.1. Acknowledgment

The Employee acknowledges that the pursuit of the activities forbidden by Section 4.2 below would necessarily involve the use, disclosure, or misappropriation of Confidential Information.

4.2. Prohibited Activity

To prevent the above-described disclosure, misappropriation, and breach, the Employee agrees that during the relationship and for three years thereafter, without the Company's express written consent, the Employee shall not, directly or indirectly, (i) employ, solicit for employment, or recommend for employment any person employed by the Company (or any Affiliate); and (ii) engage in any present or contemplated business activity that is or may be competitive with the Company (or any Affiliate) in any state where the Company conducts its business, unless the Employee can prove that any action taken in contravention of this subsection (ii) was done without the use in any way of Confidential Information.

5. REPRESENTATIONS AND WARRANTIES

The Employee represents and warrants (i) that it has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with its undertaking a relationship with the Company; (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; (iii) that the Employee will not use in the performance of its responsibilities for the Company any confidential information or trade secrets of any other person or entity; and (iv) that

Initials: Umair, Date: Nov 29, 2024

the Employee has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

6. TERMINATION OBLIGATIONS

- a. Upon the termination of the relationship with the Company or promptly upon the Company's request, the Employee shall surrender to the Company all equipment, tangible Proprietary Information, documents, books, notebooks, records, reports, notes, memoranda, drawings, sketches, models, maps, contracts, lists, computer disks (and other computer-generated files and data), any other data and records of any kind, and copies thereof (collectively, "Company Records"), created on any medium and furnished to, obtained by or prepared by the Employee in the course of or incident to the relationship with the Company, that are in its possession or under its control.
- b. The Employee's representations, warranties, and obligations contained in this Agreement shall survive the termination of the relationship with the Company.
- c. Following any termination of the relationship with the Company, the Employee will fully cooperate with the Company in all matters relating to its continuing obligations under this Agreement.
- d. The Employee hereby grants consent to notification by the Company to any of its future companies the Employee consults with about its rights and obligations under this Agreement.
- e. Upon termination of its relationship with the Company, the Employee will execute a Certificate acknowledging compliance with this Agreement in the form reasonably requested by the Company.

7. INJUNCTIVE RELIEF

The Employee acknowledges that its failure to carry out any obligation under this Agreement, or a breach by the Employee of any provision herein, will constitute immediate and irreparable damage to the Company, which cannot be fully and adequately compensated in money damages and which will warrant preliminary and other injunctive relief, an order for specific performance, and other equitable relief. The Employee further agrees that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and the ordering of specific performance. The Employee also understands that other action may be taken and remedies enforced against the Employee.

8. MODIFICATION

No modification of this Agreement shall be valid unless made in writing and signed by both parties.

9. BINDING EFFECT

This Agreement shall be binding upon the Employee, its heirs, executors, assigns, and administrators and is for the benefit of the Company and its successors and assigns.

10. GOVERNING LAW

This Agreement shall be construed by, and all actions arising under or in connection therewith shall be governed by, the internal laws of the Union Territory of Jammu & Kashmir or any Federal laws of India whichever is applicable.

Initials: Umair, Date: Nov 29, 2024

11. INTEGRATION

This Agreement sets forth the parties' mutual rights and obligations concerning proprietary information, prohibited competition, and intellectual property. It is intended to be the final, complete, and exclusive statement of the terms of the parties' agreements regarding these subjects. This Agreement supersedes all other prior and contemporaneous agreements and statements on these subjects, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the Company, now or in the future, apply to the Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control unless changed in writing by the Company.

12. CONSTRUCTION

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The headings of the paragraphs hereof are inserted for convenience only, and do not constitute part of and shall not be used to interpret this Agreement.

13. ATTORNEYS' FEES

Should either the Employee or the Company or any heir, personal representative, successor or permitted assign of either party, resort to legal proceedings to enforce this Agreement, the prevailing party in a such legal proceeding shall be awarded, in addition to such other relief as may be granted, attorneys' fees and costs incurred in connection with such proceeding.

14. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places and circumstances shall remain in full force and effect.

15. RIGHTS CUMULATIVE

The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either the Company or the Employee (or by that party's successor), whether pursuant hereto, to any other agreement, or law, shall not preclude or waive that party's right to exercise any or all other rights and remedies. This Agreement will inure to the benefit of the Company and its successors and assigns.

16. NON WAIVER

The failure of either the Company or the Employee, whether purposeful or otherwise, to exercise in any instance any right, power, or privilege under this Agreement or law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by the Company or by the Employee must be in writing and signed by either the Employee if the Employee is seeking to waive any of its rights under this Agreement, or by an officer of the Company or some other person duly authorized by the Company.

17. NOTICES

Initials: Umair, Date: Nov 29, 2024

Any notice, request, consent, or approval required or permitted to be given under this Agreement or law shall be sufficient if it is in writing, and if and when it is hand-delivered or sent by regular mail or electronic mail, with postage prepaid, to the Employee's principal address, or the Company's principal office, as the case may be.

18. AGREEMENT TO PERFORM NECESSARY ACTS

The Employee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

19. ASSIGNMENT

This Agreement may not be assigned without the Company's prior written consent.

20. COMPLIANCE WITH LAW

The Employee agrees to abide by all Central, State, and local laws, ordinances, and regulations.

21. ACKNOWLEDGMENT

The Employee acknowledges having had the opportunity to consult legal counsel regarding this Agreement, have read and understand this Agreement, that the Employee is fully aware of its legal effect, and that it has entered into it freely and voluntarily and based on its judgment and not on any representations or promises other than those contained in this Agreement.

CAUTION: THIS AGREEMENT CREATES IMPORTANT OBLIGATIONS OF TRUST AND AFFECTS THE EMPLOYEE'S RIGHTS TO INVENTIONS AND OTHER INTELLECTUAL PROPERTY THE EMPLOYEE MAY DEVELOP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Sheikh Umair

Employee Signature
Umair Bin Najeeb
Junior Full Stack Web Developer
November 29, 2024

Farrukh Shah

For iQuasar Consulting Services
Farrukh Shah
Sr. HR Manager
November 29, 2024

Initials: Umair, Date: Nov 29, 2024

Team Member Consent For Outstation Deployment

As part of iQuasar's Business Continuity Plan (BCP), where a portion of iQuasar's total team strength needs to be deployed outstation, which includes:

- **Regular deployment:-** Deployment to our outstation locations for at least 3 months every year
- **Emergency deployment:-** Deployment to our outstation locations with 24-48 hours in case of internet shutdown or other work disrupting situations

I, **Umair Bin Najeeb** have understood that this outstation deployment is a part of my employment agreement and I shall abide by this policy and keep myself ready and available whenever I am nominated for it. I confirm that the duration and timelines of this deployment will be purely based on business needs and any exception required will be at management's discretion. I also confirm that I have duly discussed this deployment policy with my family and they are comfortable with my regular as well as emergency deployment to outstation locations.

I, **Umair Bin Najeeb** acknowledge that the confirmation of my employment at iQuasar Consulting Services is based upon my acceptance of this deployment policy. Hence, I am in full acceptance of the above policy.

Sheikh Umair

Signature

Name: Umair Bin Najeeb

Title: Junior Full Stack Web Developer

Department: Software Development Division

Date: November 29, 2024

Expected Employment Start Date: December 02, 2024

Initials: Umair, Date: Nov 29, 2024

Team Member Consent for allowing iQuasar to use personal information internally

In order to provide a professional and effective service, we need to keep a record of personal information and share it for internal communication and with vendors for transportation. This includes information but is not limited to, your name, contact details, the person to contact in case of emergency, profile picture, and blood group.

All personal information is treated as private and confidential. It is recorded in our internal database and only designated people to have access to them. We will only use these details when it is necessary and required for smooth operations. In order to do this, we need your consent.

Consent

I have read and understood the information above, and I give my written consent to hold and use my personal information for internal communications and with vendors that are a part of the organizational operations where it is necessary.

Sheikh Umair

Signature

Name: Umair Bin Najeeb

Title: Junior Full Stack Web Developer

Department: Software Development Division

Date: November 29, 2024

Expected Employment Start Date: December 02, 2024

Initials: Umair, Date: Nov 29, 2024