



April 25, 2022

Win Ei Khaing
1000N 4th Street,
Fairfield, Iowa - 52557.

Offer of Employment

Dear Win,

Congratulations, we are pleased to offer you the position of **"Software Engineer"** at Zen3 Infosolutions America Inc.

Following are the employment terms and conditions:

- **Work Location – Bellevue, WA and Redmond, WA**
- **Start date of employment – Tentative Start Date: May 05th, 2022**
- **FLSA Status – Exempt**
- **Annual Wages : \$130,000.00 USD**

Applicable federal and state taxes will be deducted from your gross compensation. Such deductions will be made from your wages.

Benefits:

- You will be eligible for company's subsidized Health Insurance coverage during your employment with Zen3 Infosolutions America Inc. Insurance coverage includes health, vision and dental care. Zen3 will contribute 50% toward the insurance premium. You will receive detailed instructions to enroll in these benefits by the HR team upon joining.
- You will be eligible to participate in 401K Plan as per the policy document.
- You shall be entitled to be paid customary legal holidays observed by Zen3 Infosolutions America Inc. You will be entitled to paid time off ("PTO") as given below: -
 - 80 hours/year** (acrued at 6. 67 hours every month on prorated basis)

****1 day of leave is equivalent to 8 hours.**

The PTO accrual year is January to December, and the maximum number of PTO hours that will carry over to the next year is restricted to 40 hours. All PTO over and above 40 hours will expire by the end of business hours on December 31 of each year if you do not use. PTO may be used toward any purpose permitted under Washington's Paid Sick Leave law OR for any other personal matter OR customary legal holidays observed by Zen3.

- **Time Sheets:** Time is calculated based on approved timesheets from respective reporting manager at client place, please share timely approved timesheets on Friday of every week with time@zen3tech.com, failing submissions on time will result in delayed payments.

Initials: _____

Zen3 Infosolutions America Inc.

2035 158th Ct NE # 300, Bellevue, WA 98008. Phone: +1 (425) 867-0669 Fax: +1 (425) 952-1230



- **Equipments:** All equipments provided by Zen3 needs to be returned at the end of the current assignment in safe condition as it was dispensed initially. In the event of misuse/damage employee is responsible for the 100% (\$1000) cost of the equipment dispensed. This amount will be held by Zen3 from payroll upon realization of any damages to the equipment upon return of equipment.

During the course of your Employment with Zen3 Infosolutions America Inc, you may be required to relocate to any location in USA / or outside of USA and / or redefine roles / tasks including assignments to different projects and customer engagements. You acknowledge your cooperation with respect to Zen3's request for such relocations to a reasonable extent.

The terms and conditions of your employment with Zen3 as stated in this offer of employment letter will supersede any prior representations made either verbally or in writing during any meeting or interviews with any Zen3 manager, salesperson, recruiter or any other Zen3 employee or representative. Additionally, your signing this offer of employment letter represents your understanding of the agreement and acceptance to the terms and conditions of employment as stated in this offer letter. Zen3 does not intend to nor is obligated to offer you any other remuneration, benefits entitlement or any other perquisite not stated herein. Also, by signing this offer letter you agree that any and all disputes arising in connection with your employment with Zen3 will be settled through binding arbitration in accordance with the Arbitration Agreement

Your signing of this document represents your understanding agreement, and acceptance that your employment is "at will." meaning that employment may be terminated at any time by either the employee (YOU) or the Company(ZEN3 Infosolutions America Inc), with or without cause and with or without notice. It also means that your job duties, title, responsibilities, reporting level, compensation, and benefits, as well as Zen3's personnel policies and procedures, may be changed prospectively at any time. The "at-will" nature of your employment may only be changed by an express written agreement that is signed by you and the Chief Executive Officer of Zen3

Employees who decide to leave Zen3 are requested to provide a **two working-week** (10 business days) resignation notice in advance of their intended last day of work. Notice may be given via email to reporting manager, human resources, payroll department, and client manager if applicable. Providing advanced notice gives Zen3 the time to search for a replacement, if required.

This offer is contingent upon your sign-off on the below-listed documents and your successfully passing our background check, including the pre-employment drug screening if required by the client.

Please tender your acceptance by sign-off on the following documents:

- This offer of employment letter
- Background Application form
- Zen3 Handbook Acknowledgement
- Employee Service Agreement (ESA)

As per federal regulations and for payroll processing, you are to submit appropriate tax forms (Form W-4 and associated State Tax forms) and Form 1-9 along with the applicable documentation from the List of Acceptable Documents suggested in the I-9 form. Kindly complete the activities on priority within three days of your date of joining.

Initials: _____



Should you require any further assistance with regards to this Offer of employment, HR Policies and Benefits, Please reach out to **Vincent Vandemolegraaf** at **425-395-6919** or localhr@zen3tech.com.

We look forward to a mutually rewarding employment experience for you here at ZEN3. It is our hope that you will find this position exciting and rewarding

Sincerely,

A handwritten signature in black ink, appearing to read 'Seshagiri Rao Injarapu', with a horizontal line underneath.

Seshagiri Rao Injarapu
Vice President & Group Head - RMG,
Zen3 Infosolutions America Inc

I, **Win Ei Khaing**, accept the above offer made by Zen3 Infosolutions America Inc and agree to the terms and conditions of this offer and allied agreements.

Signature: _____

Date: _____



EMPLOYEE SERVICE AGREEMENT

This Employee Service Agreement this “**Agreement**” is made as of the 25th day of April, 2022 between ZEN3 Infosolutions (America) Inc, 2035 158th Ct NE # 300, Bellevue, WA 98008, hereinafter referred to as “**ZEN3**” and **Win Ei Khaing**, currently residing at 1000N 4th Street, Fairfield, Iowa - 52557 referred to as “**Employee**”.

For purposes of this Agreement, “**Client**” refers to: (i) any projects/client managers/teams to whom ZEN3 has assigned Employee to deliver services; (ii) any subcontracting company providing services of Employee to the end company for whom the work is being performed by Employee; (iii) the end client teams for whom the work is being performed by Employee; (iv) the primary business owner or project lead with whom Employee is working; (v) the direct manager of any such primary business owner or project lead; and (vi) the immediate direct reports of any such primary business owner or project lead.

In consideration of the mutual promises, covenants and agreements made and contained herein, the parties hereto agree as follows:

(1) **SERVICES:** Subject to the terms and conditions in this Agreement, ZEN3 hereby agrees to employ Employee for the purpose of rendering Services to ZEN3 and/or its Clients (the “**Services**”). The first day Employee begins rendering the Services to ZEN3 or ZEN3’s Client will be considered the first day of Employee’s employment with ZEN3 (the “**Start Date**”) and Employee’s salary will commence as of the Start Date.

(2) **ACCEPTANCE:** Employee hereby accepts such employment and agrees to render the Services to the best of Employee's ability.

(3) **COMPENSATION; TIME SHEETS:** For the Services, Employee shall be paid the compensation outlined in Employee’s **Offer Letter**, which has been simultaneously provided to Employee along with this document. Appropriate payroll deductions will be made and payroll taxes will be paid as required by law. Neither ZEN3 nor its Clients shall be liable to Employee for any expenses paid or incurred by Employee unless otherwise agreed to in writing. ZEN3 will issue time sheets to Employee who shall submit such time sheets for all Client-approved hours according to the contract type for any specific Client. (Specific information will be provided to Employee during onboarding). In the event that the Client uses monthly time sheets, Employee shall submit the monthly time sheet for all Client-approved hours no later than noon of the final day of the month.

(4) **EMPLOYMENT AT-WILL; TERM AND TERMINATION:** The term of employment under this Agreement shall commence on the date Employee commences providing Services to Zen3 or to ZEN3’s Client. Employee understands and acknowledges that employment with ZEN3 is at will and may be terminated by either party at any time with or without cause and with or without notice. In the event Employee resigns his/her employment, Employee is requested to provide two weeks’ notice of termination whenever possible. Whenever possible, ZEN3 will provide two weeks’ notice of termination to Employee, with the expectation that Employee will continue to perform Employee’s duties with the same diligence and attention as Employee has historically performed while an employee of ZEN3. ZEN3 reserves the right, at its sole discretion, to pay two weeks compensation in lieu of notice without converting the separation into an involuntary termination. Nothing in this Agreement is intended to or should be construed as altering the at-will nature of the parties’ employment relationship.

(5) **ADVANCED FUNDS:** In ZEN3's sole discretion, ZEN3 may advance funds to Employee, including but not limited to funds necessary to process Employee's work authorization documents and relocation. Employee agrees that if Employee voluntarily terminates his or her employment with ZEN3 within twenty four (24) months following the Start Date, Employee will be liable to repay ZEN3 for all funds advanced by ZEN3, with the exception of USCIS filing fees such as ACWIA, Fraud Prevention Fee, and Petition filing fee).

(6) **INVENTIONS, PATENTS, TRADEMARKS, COPYRIGHTS:**

(a) **Disclosure:** Employee agrees promptly to disclose to ZEN3, and hereby assigns to ZEN3 or its nominees all right, title, and interest, in all designs, models, software source code, software related documents, design inventions, and other inventions ("**Inventions**") made and conceived by Employee in the course of the performance of Services under this agreement. Any copyrightable materials produced by Employee pursuant to this Agreement or otherwise as a result of Employee's performances of Services as described in this Agreement shall be the property of ZEN3 as works created within the scope of Employee's employment hereunder or, in the alternative, as works for hire as defined in United States copyright laws.

(b) **Execution of Documents:** Employee agrees to sign, execute, and acknowledge, or cause to be signed, executed, or acknowledged at the expense of ZEN3 or its nominees, any and all documents, and to perform such acts, as may be necessary, useful, or convenient for the purpose of assigning to ZEN3 or its nominees, patent, trademark or copyright protection, throughout the world upon all such Inventions, title to which ZEN3 or its nominees may acquire in accordance with the provisions of this article.

(c) **Pre-Existing Materials:** If Employee incorporates into any Invention any other work of authorship, invention, improvement, or proprietary information, or other materials owned by Employee or in which Employee has an interest, Employee will grant and does now grant to ZEN3 a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to reproduce, manufacture, modify, distribute, use, import, and otherwise exploit the material as part of or in connection with the Invention.

(d) **Attorney-in-Fact:** If Employee's unavailability or any other factor prevents ZEN3 from pursuing or applying for any application for any United States or foreign registrations or applications covering the Inventions and related intellectual property rights assigned to ZEN3, then Employee irrevocably designates and appoints ZEN3 as Employee's agent and attorney in fact. Accordingly, ZEN3 may act for and in Employee's behalf and stead to execute and file any applications and to do all other lawfully permitted acts to further the prosecution and issuance of the registrations and applications with the same legal force and effect as if executed by Employee.

(7) **CONFIDENTIAL INFORMATION:**

(a) **Definition:** "**Confidential Information**" means any non-public information, whether marked "Confidential" or not, that relates to the actual or anticipated business, research, or development of ZEN3 and any proprietary information, employee lists and/or databases, trade secrets, and know-how of ZEN3 that is disclosed to Employee by ZEN3, directly or indirectly, in writing, orally (including information conveyed at meetings), or by inspection or observation of tangible items. Confidential Information includes, but is not limited to, sales and marketing activities, delivery issues, research, product plans, products, services, customer lists, development plans, inventions, processes, formulas, technology, designs, drawings, marketing, finances, and other business information. Confidential Information is the sole property of ZEN3.

(b) **Nondisclosure and Non-use:** During and after the term of this Agreement, Employee agrees to maintain confidential and secret all Confidential Information, including information relating to the products, methods of manufacture, trade secrets, or secret processes, or the business, or affairs of ZEN3, or any of its associated companies, or its current and prospective Clients which it acquired in connection with, or as a result of this agreement, unless such disclosure is required by law. Employee will not, during and after the term of this Agreement, disclose the Confidential Information to any third party

or use the Confidential Information for any purpose other than the performance of the Services on behalf of ZEN3. Employee will take all reasonable precautions to prevent any unauthorized disclosure of the Confidential Information. Employee understands that his/her unauthorized use or disclosure of Confidential Information during his/her employment will lead to disciplinary action, up to and including immediate termination and legal action by ZEN3.

(c) **Restriction on Transfers of Confidential Information:** During and after the term of this Agreement, Employee agrees to keep any and all Confidential Information on the internal servers of ZEN3 or any Client for which Employee is working, and to not transfer any Confidential Information to any external server, including but not limited to, refraining from emailing any Confidential Information to Employee's email address.

(8) **RESTRICTIVE COVENANTS:**

(a) **Non-Competition and Non-Solicitation:** During Employee's term of employment at ZEN3 and for a period of one (1) year immediately following the termination hereof (the "**Restricted Period**"), Employee shall not without the prior written consent of ZEN3:

(i) Work as an employee or a contractor, either directly or indirectly for (A) any of ZEN3's direct competitors who have provided services to Employee's current team and group during the term of Employment, nor (B) any of ZEN3's Clients where Employee has worked as a direct or indirect result of ZEN3's efforts in conjunction with Employee during any part of the prior year;

(ii) For any Client, Client team or Client project ("**Client Team / Project**") that Employee meets while employed with ZEN3 (with the exception of contacts prior to joining ZEN3 and contacts not introduced to Employee by ZEN3), Employee will not solicit, contract with, accept business from, or provide services to such Client Team / Projects;

(iii) Influence or attempt to influence the transfer of business or patronage from ZEN3 or its Clients to any other person or company;

(iv) Disrupt or attempt to disrupt the relationship, contractual or otherwise, between ZEN3 and its Clients in any manner; nor

(v) Influence or attempt to influence any of the employees of ZEN3 or the employees of Clients to terminate or otherwise alter their employment relationship; nor

(vi) Entice any vendor, consultant, collaborator, agent, or contractor of, or represented by, ZEN3, who had such relationship with ZEN3 during Employee's employment with ZEN3, to cease its business relationship with ZEN3 or engage in any activity that would cause them to cease their business relationship with ZEN3.

If Employee has any questions about the identity of any direct competitors during the Restricted Period, Employee may contact localhr@zen3tech.com.

(b) **Severability:** The covenants contained in this section will be construed as a series of separate covenants. If, in any judicial proceeding, a court refuses to enforce any of these separate covenants (or any part of a covenant), then the unenforceable covenant (or part) will be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions) to be enforced. In the event that the provisions of this section are deemed to exceed the time, geographic, or scope limitations permitted by law, then the provisions will be reformed to the maximum time, geographic, or scope limitations permitted by law.

(9) **OWNERSHIP OF RECORDS:** Employee acknowledges and agrees that all records of the accounts of Clients, all work papers, and any other records, books, or files, whether written or electronic, relating in any manner whatsoever to ZEN3 or the Clients, whether prepared by Employee or otherwise coming into his/her possession during his/her employment, shall not be the property of Employee but rather shall be

deemed the exclusive property of ZEN3 to the extent permitted by law, regardless of who actually acquired, prepared, or assembled such records, books, or files. In the event of the termination of Employee's employment, either voluntarily or involuntarily, Employee agrees to surrender to ZEN3 prior to Employee's termination all such books, files, work papers, records or notes, or other records containing lists of Clients and addresses served by ZEN3, including those assigned to Employee and all other information relative to such Clients, their needs, and the services of ZEN3 provided to them. Employee specifically authorizes ZEN3 to withhold his/her final paycheck until all such property is returned to ZEN3.

(10) **USE OF COMPUTER AND ELECTRONIC DATA:** Employee understands and acknowledges that during the course of employment with ZEN3, he/she may have access to Client information stored in an electronic format. Employee may also have use of a computer in the course of employment. Employee hereby agrees and acknowledges that all information created, maintained or stored on a ZEN3 computer is the sole property of ZEN3. Employee further understands and acknowledges that all information created, stored or maintained by Employee on any computer used in the course of ZEN3 business and/or while on ZEN3 time, including email, is the sole property of ZEN3 and that Employee has no privacy interest in such information.

(11) **RETURNING ZEN3 PROPERTY:** Upon leaving the employ of ZEN3 for any reason, Employee will deliver to ZEN3 (and will not keep in his/her possession, recreate, or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of these items developed by Employee pursuant to his/her employment with ZEN3 or otherwise belonging to ZEN3, its successors, or assigns. In addition, Employee will deliver those records maintained pursuant to Section 9 to ZEN3. Employee also consents to an exit interview to confirm compliance with this Section 11. Employee specifically authorizes ZEN3 to withhold his/her final paycheck until all such property is returned to ZEN3.

(12) **CONFIDENTIALITY; SAFEGUARDING OF INFORMATION:**

(a) **Governmental Regulations:** Employee shall conform to all applicable government and company security regulations. Employee is hereby advised that the disclosure of government classified information relating to the contracted Services to any person not entitled to receive it, or failure to safeguard all secret, confidential, and other classified government information that may come to Employee, or to any person under Employee's control in connection with the Services rendered under this agreement may subject Employee or such other person to criminal liability under the laws of the United States.

(b) **Former Client Confidential Information:** During the term of this Agreement, Employee will not improperly use or disclose any proprietary information or trade secrets of any former or current customer, client, or other person or entity with whom Employee has an agreement or duty to keep in confidence information acquired by Employee. Employee will not bring onto the premises of ZEN3 any unpublished document or proprietary information belonging to a third party unless consented to in writing by that third party. Employee will indemnify and hold ZEN3 harmless from and against all claims, liabilities, damages, and expenses, including reasonable attorneys' fees and costs of suit, arising out of or in connection with any violation or claimed violation of Employee's duty to maintain the confidence of the third party's information.

(c) **Third Party Confidential Information:** ZEN3 has received, and in the future will receive, from third parties confidential or proprietary information subject to a duty on ZEN3's part to maintain the confidentiality of the information and to use it only for certain limited purposes. Employee owes ZEN3 and these third parties, during and after the term of this Agreement, a duty to hold this confidential and proprietary information in the strictest confidence and not to disclose it to any person or entity, or to use it except as necessary in working for ZEN3 and Clients, consistent with ZEN3's agreements with these third parties.

(d) Injunctive Relief: Employee acknowledges that ZEN3 and its Clients may have no adequate remedy at law if Employee violates Sections 7, 8 and 12 of this Agreement. In such event, ZEN3 shall have the right, in addition to any other rights it may have, to obtain in any court of competent jurisdiction, injunctive relief to restrain any breach or threatened breach thereof or otherwise to specifically enforce any of the provisions thereof.

(13) ASSIGNMENT: This agreement may not be transferred or assigned by Employee.

(14) GENERAL RELATIONSHIP: Employee shall be considered eligible for ZEN3 benefit programs as outlined in the Offer Letter, which has been simultaneously provided to Employee along with this document.

(15) PROVISIONS FOR EXECUTION: Affixing his/her signature shall indicate Employee's acceptance of this agreement.

(16) ENTIRE AGREEMENT: This Agreement together with its exhibits is the entire agreement between the parties and supersedes all prior agreements and understandings between the parties and may only be modified in writing signed by both parties to this Agreement.

(17) GOVERNING LAW; VENUE: The laws of the state of Washington, U.S.A, shall govern this Agreement and the parties agree to exclusive jurisdiction and venue of courts in Washington regarding any dispute arising out of this Agreement.

(18) ATTORNEY FEES: If a legal action is commenced with respect to any alleged breach of this Agreement or concerning the enforceability of any aspect of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.

(19) CONSIDERATION: Consideration for Employee's signing this Agreement, and for Employee's obligations under this Agreement, is Employee's employment with Employer and the compensation set forth in the Outline of Employment Terms, referenced in Section (3) above.

(20) VALIDITY OF AGREEMENT: In the event that any provision in this agreement shall be declared invalid or unenforceable in any court or tribunal of proper jurisdiction, the parties hereby agree that such determination shall not affect any other provision hereof, all of which shall remain in full force and effect.

(21) HEADINGS: The heading notations of all sections and subsections hereof are for guidance and ease of reference and are hereby deemed not to comprise any part of this agreement.

(22) KNOWING AND VOLUNTARY EXECUTION: Employee acknowledges that in executing this Agreement, Employee has read and understands the terms of this Agreement and has had the opportunity to consult with an attorney of his/her own choosing concerning Employee's rights and obligations hereunder (including, but not limited to those which survive the termination of Employee's employment) or, if Employee has not consulted an attorney of his/her choosing, it is because Employee understands said rights and obligations and has decided to execute this Employment Agreement without such consultation. Employee further acknowledges that by signing this Agreement, he/she is agreeing to employment at will and that employment may be terminated at any time by either party, with or without cause and with or without notice.

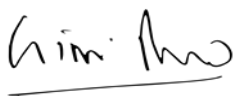
[Signature page follows]

SIGNATURE PAGE TO EMPLOYEE SERVICE AGREEMENT

ACCEPTED AND AGREED TO:

ZEN3 INFOSOLUTIONS (AMERICA) INC:

EMPLOYEE:



Name: Seshagiri Rao Injarapu

Title: Vice President & Group Head - RMG

Date: 04-25-2022

Name: Win Ei Khaing

Date: