



# I28 Technologies, Inc.

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## EMPLOYEE AGREEMENT

Employee:  
SSN #

We are pleased to offer you the employment with I28 Technologies, Inc (Company) on the following terms and conditions, effective upon commencing services as directed at a Company customer site:

- 1 You understand and agree that that your services will be assigned to client/site as specified in the offer letter. You also understand that your employer is I28 Technologies Inc, and not the client.
- 2 **Duties:** The Company hereby retains the Employee to provide consulting services (as described in the offer letter) for clients, vendors, customers, end-client or end-users, either directly or indirectly, through other consulting firms, service providers or brokers (collectively referred to as "Vendors"). The Employee agrees to the best of the Employee's ability to perform and render such services and that the Employee shall devote all of the Employee's working time to such services and duties. The Employee shall discharge the Employee's responsibilities pursuant to this Agreement competently, carefully and faithfully. In performance of the Employee's duties, the Employee shall comply with any and all of the Company's policies, rules, procedures and all applicable local, state and federal laws, rules, regulations, statutes, ordinances and other provisions of law and shall maintain a standard of professional conduct that is acceptable to Company.
- 3 **Compensation:** You shall be compensated at the rate specified in the offer letter. Compensation, subject to all applicable taxes and withholdings, will be paid as mentioned in the offer letter. Hours billed to and approved by the client are payable. . Over Time hours will be paid as straight hours, unless client policy/state laws specify otherwise. Time approved by the authorized client representative will be paid. Rate of compensation is fixed for the duration of assignment (including any extensions). Any monies owed by the employee will be deducted from the salary.

In case I28 Technologies made payment to employee and if client does not pay for the approved time for any reason then I28 Technologies will deduct the amount from the Employees Salary.

- 4 **Benefits, Expenses & Relocation:**
  - a. Benefits: Except as provided by the law or in this agreement, Employee is not eligible for any employment benefits.
  - b. Vacation/Holidays: Employee shall not be paid for any holidays or vacation time.
  - c. Expenses: All reasonable and necessary business expenses incurred by the Employee must be authorized/ approved for reimbursement by the Company/Client supervisor.
  - d. Relocation: Employee shall not be paid any relocation expenses.
- 5 **Start date and Duration of employment:** Start date as well as the duration of employment (as indicated in the offer letter) are best estimates. Based on the client needs they may be changed including cancellation of the project. In such an event I28 Technologies will not be liable to pay any compensation to the employee.

You agree that your failing to join the project on agreed date will irreparably harm I28 Technologies, entitling I28 Technologies to injunctive relief, in addition to any monetary damages.

- 6 **Termination:**
  - a. Employment is of temporary nature and specifically for providing services to the client as specified in the offer letter. Client can cancel/terminate the assignment (even before the start of the project) without assigning any reason or notice period, In such an event this agreement will be considered terminated without any notice period and salary will be payable only for the actual hours worked at the client site.
  - b. Either party can terminate the employment by giving 4 weeks notice. Should employee leave the project with insufficient notice, I28 Technologies will be irreparably harmed, entitling I28 Technologies to injunctive relief in addition to any monetary damages.
  - c. The Company shall have the right to terminate this agreement upon the occurrence of the following events:
    1. Upon two (2) documented acts of insubordination of the Employee. The term "insubordination" shall be defined as defiance to or disobedience of a lawful, specific instruction, request or demand of the Company, its authorized agent, supervisory personnel, client and/or vendor;
    2. Upon Employee's breach of any obligation under this Agreement;
    3. Upon Employee being found guilty of, or entering into a guilty plea to, a felony or misdemeanor involving moral turpitude;
    4. Upon the Company's acquiring clear and convincing evidence of current illegal use of drugs or other controlled substances by the Employee or of the Employee's intoxication while performing services under this Agreement;
    5. Upon Employee's breach of any Company rule, regulation or policy;
    6. Upon Employee's failure to perform the Employee's services under this Agreement in a competent and diligent manner;
    7. Upon Employee's inability or failure for any reason to perform the Employee's duties pursuant to this Agreement for any period of sixty (60) consecutive days or for an aggregate of ninety (90) days in any sixth month (6) period as permitted under law

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8. Upon the Company's decision, in which the Company's subjective, not objective discretion concludes that Employee is not satisfactorily performing Employee's duties

**7. IP, Confidentiality, Non-Competition and Non-Solicitation:**

**a. Intellectual Property**

Assignment of Intellectual Property: Employee agrees that Employee will promptly make full written disclosure to the Company and any entity Employee provides services for, directly or indirectly, under this Agreement (collectively referred in this Article as "Company") and hold in trust for the sole right and benefit of the Company, and hereby assigns to the Company, or its designee, all of Employee's right, title and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registerable under copyright or similar laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice during the employment that (A) relate at the time of conception or development to the actual or demonstrably proposed business or research and development activities of the Company, (B) result from or relate to any work performed for the Company, whether or not during normal business hours, or (C) are developed through the use of Confidential Information (collectively referred to as "Inventions"). Employee further acknowledges that all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets which are made by Employee, solely or jointly with others, within the scope of and during the period of employment with the Company are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated according to the agreement, unless regulated otherwise by law.

Patent and Copyright Rights: Employee agrees to assist the Company, or its designee, at the Company's expense, in every way to secure the Company's rights in the Inventions and any copyrights thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company shall deem necessary in order to apply for, obtain, maintain and transfer such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights, or other intellectual property rights relating thereto Employee further agrees that Employee's obligation to execute or cause to be executed, when it is in Employee's power to do so, any such instrument or papers shall continue after the termination of this Agreement until the expiration of the last such intellectual property right to expire in any country of the world. If the Company is unable because of Employee's mental or physical incapacity or unavailability for any other reason to secure Employee's signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations governing Inventions or original works of authorship assigned to the Company, Employee then hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on Employee's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent or copyright registrations thereon with the same legal force and effect as if originally executed by Employee. Employee hereby waives and irrevocably quit claims to the Company any and all claims, of any nature whatsoever, which Employee now or hereafter has for infringement of any and all proprietary rights assigned to the Company.

**b. Confidentiality**

1. Information Concerning this Agreement: The Employee agrees that the Employee shall not disclose any of the terms or provisions of this Agreement to third parties without the prior written consent of the Company.

2. Confidential and Proprietary Information. The Employee agrees that all confidential and proprietary information learned during the Employee's employment, whether or not in writing, of the Company, the Company's vendors or the Company's clients is secret and shall not be disclosed. Confidential and proprietary information shall mean but is not limited to, any information relating to and including trade programs, client lists, client contacts and requirements, referral lists, consultant lists, employee lists, vendors, suppliers, business information, strategic plans, business dealings, ideas, processes, designs, discoveries, inventions, improvements, concepts, methods, common procedures, techniques, written material, know how not generally known in the trader industry, company records, protocols, programs and other similar information that is part of the Company. The Employee agrees that all confidential and proprietary information is the property of the Company or the Company's clients, end-clients, end-users or vendors. The Employee agrees that the Employee's obligation to treat all confidential and proprietary information as secret shall survive the termination of the Employee's employment at the Company. In the event of the Employee's termination from the Company, the Employee shall return within twenty-four (24) hours of the Employee's termination any and all confidential and proprietary information in the Employee's possession, custody or control.

**c. Non Competition and Non Solicitation**

1. Non-Competition: Employee agrees that for a period of One (1) year following the termination of the Employee's employment or one (1) year following the Termination Date of this Agreement, whichever is later, the Employee shall not directly or indirectly, on behalf of any individual or entity, be employed by any Company client, vendor, broker, end-client, end-user or any entity that Employee provided services for pursuant to Employee's obligations under this Agreement. Employee further agrees not to solicit, accept or divert any employment, business, computer consulting contracts or make any contacts with any client, vendor, end-client, end-user or otherwise take away from the Company any business the Company had or was actively soliciting during the Employee's employment. This paragraph shall survive the termination or expiration of this Agreement. I further acknowledge and agree that this limitation on my activities is, in light of the nature of I28 Technologies

System's business and my involvement therein, reasonable and necessary to protect I28 Technologies System's legitimate interests, that the enforcement of such limitations will not impose a hardship on me or materially impair my ability to earn a living or practice my trade or business.

**2. Non-Solicitation.** The Employee agrees that during Employee's employment with the Company and for one (1) years thereafter the Employee will not directly or indirectly induce or allow or attempt to induce or allow any Company employee, consultant, contractor or other party to terminate his or her employment or contractual relationship with the Company. The Employee agrees that the Employee shall not solicit, divert or accept any contractual or business relationship with any former, present or future landlord, employee, consultant, client, end-client, end-user, customer, vendor, broker or contractor of the Company or any entity which either directly or indirectly provided any business to the Company. This paragraph shall survive the termination or expiration of this Agreement.

**Remedies:** In the event of a breach of these provisions: 7.a, 7.b.1, 7.b.2, 7.c1 and 7.c.2, the Employee agrees that the Company will be irreparably harmed entitling the Company to injunctive relief, in addition to any monetary damages. Employee consents to the entry of an injunction in the event of a breach of these provisions (7.a, 7.b.1, 7.b.2, 7.c1 and 7.c.2) prohibiting a continued breach.

8. **Pre employment checks:** I28 Technologies requires background check, pre-employment drug testing / analysis of the employees before start of work. Failure to consent will be considered reason to terminate this agreement. Additional investigations i.e. security investigations and/ or fingerprinting may be needed (depending on the nature of assignment and client's requirement), It is understood and agreed that the employee will consent to such investigations.
9. **Communication with the client:**
  - a. Should be related to the duties assigned.
  - b. Any communication regarding employment terms, pay rate and conditions should not be discussed with the client.
  - c. All official communications (in the name of I28 Technologies, Inc ) must cease on the termination of the employment.
10. **Abuse of Client/Company resources:** Client resources must only be used for the accomplishment of the work assigned & with the prior permission of supervisor, and should not be used for personal purposes. Any misuse may lead to not only recovery of associated costs but also termination of the employment.
11. **Performance Guarantee.** Employee warrants that he/she is qualified to perform in the positions for which the candidates are submitted. Employee further agrees to give Company's client the first Two (2) weeks to qualify, approve, and assess the performance of him /her. If during this period the client is not satisfied with the performance of the personnel for any reason, Employee will not be paid for any work performed for this period by the employee, since the company will not be paid for the same by the client. During the first Two weeks, Employee agrees that if client discounts or rebates its payment to Company due to the quality of work attributable to the services rendered by the employee in the statement of work, Company may offset or charges back to employee such discounts or rebates.
12. **Work place rules:** I agree that while on client property I will comply with all workplace rules, policies, guidelines and procedures. I understand that my failure to follow these rules, policies, guidelines, and procedures may result in denial of further access to client's property.
13. **Miscellaneous**
  - a. Offer is subject to clean background check and negative drug test report.
  - b. The company shall be entitled to injunctive relief as well as damages for any violation of this agreement.
  - c. Governing Law. This Agreement has been executed and delivered in and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of New Jersey, without effect through conflicts of law.
  - d. Assignment. No Assignment of this Agreement or the rights and obligations hereunder shall be valid without the prior written consent of the Company.
  - e. Waiver of Breach. The waiver by either party of a breach or a violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
  - f. Attorneys Fees. In the event of any action arising from or related to this Agreement, the Employee shall be liable and pay to the Company the reasonable attorneys fees incurred by the Company in connection with such litigation if a court determines that the Employee has breached this Agreement.
  - g. Waiver of Jury Trial. The Employee and the Company waive any and all rights they may have to a trial by jury against the other for any and all actions arising out of or related to this Agreement and the Employment including but not limited to claims for employment Discrimination under the New Jersey Law against Discrimination and any federal discrimination laws.
  - h. Personal Jurisdiction. Any and all actions arising out of or related to this Agreement and the employment relationship between Company and Employee shall be filed in the Superior Court of New Jersey, State of New Jersey. The Employee agrees that it understands that Employee will be required to defend and litigate any action arising from or related to this Agreement and Employee's Employment in the State of New Jersey.

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- i. Severability. In the event any provision or any part thereof of this Agreement is held to be unenforceable for any reason, such determination shall not affect the remainder of the provision or this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. In the event of the invalidity of a provision or any part thereof, the parties hereto hereby agree to accept a provision that reflects as closely as possible the intention of the invalid provision that does not offend any law. Furthermore, if there is any change in applicable law such that this Agreement is otherwise interpreted as violating applicable laws, rules or regulations, the parties will restructure this Agreement so that this Agreement is in compliance with existing laws and to the extent possible, the restructure Agreement will reflect the same substantive terms as this Agreement.
- j. Ambiguities. This Agreement was the subject of review by both parties, with full opportunity to consult counsel. Accordingly, unless otherwise stated herein, any ambiguities herein shall not be interpreted against the interest of the party that drafted the Agreement or the alleged ambiguous provision.
- k. Amendments and Agreement Execution. No amendment or modification of this Agreement shall be binding unless it is in writing signed by the parties hereto.
- l. Entire Agreement. This Agreement supersedes all previous contracts, letters and other documents and constitutes the entire Agreement between the parties.
- m. Headings. All headings set forth in this Agreement are intended for convenience only and shall not control or affect the meaning, construction or effect of this Agreement.
- n. Effective Date. This Agreement shall be effective at the time it is signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above first written.

Agreed and accepted

Sincerely,

Sign \_\_\_\_\_

Sign \_\_\_\_\_

Employee Name: \_\_\_\_\_

Manasi Jagtap

Current Address: \_\_\_\_\_

Human Resources

SSN : \_\_\_\_\_

I28 Technologies Inc

Driving License / Passport #: \_\_\_\_\_

Date:

Issuing Authority: \_\_\_\_\_

Date:

Initials

date