



EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into on this June 1, 2024 by and between Codebricks, Inc., (hereinafter the "Company") and Anbalagan Ramu, an individual, (hereinafter the "Employee").

WHEREAS the Company has a need for individuals skilled in the area of software development; and

WHEREAS the Employee has professed to have the set of skills matching the Company's needs in the field of software development;

NOW, THEREFORE, it is agreed as follows:

Term of Employment

1. **Start Date.** Company hereby employs Employee and Employee hereby accepts employment with Company beginning from October 1, 2024 as Software Developer.
2. **Term.** The term of Employee's employment hereunder is that of employment at will and Company may terminate such employment at any time, with or without cause, by written notice of such to Employee. Such notice shall be addressed to the last known address of the Employee to whom given and if mailed shall be deemed effective as of the date of mailing.
3. **Termination by Employee.** Employee may terminate this Agreement by giving Company a minimum of thirty (30) days prior written notice.
4. **Termination by Company.** If, during the term of this Agreement, the Employee shall be unable to perform his/her duties hereunder for a period of more than ten (10) consecutive days, the Company shall thereafter have the right, on not less than five (5) days' written notice to the Employee, to terminate this Agreement and the Employee's employment with the Company. However, if prior to the termination date specified in such notice, the Employee shall have resumed the performance of his/her duties hereunder the Employee shall be entitled to continue his/her employment with full compensation as though such notice had not been given.

Employee Compensation

5. **Compensation.** As compensation for the services to be performed here under, Employee shall receive \$101,500.00 per annum on W-2. All business expenses like medical, onboarding cost (to the extent allowed by law), will be deducted from amount payable to employee as per the pay rate. The compensation for salary will be provided based on the timesheet signed by the client's representative.
6. **Confidential.** The amount and frequency of compensation paid to employees by Company is confidential and may not be discussed by employee with anyone whomsoever, either orally or in writing, other than their own attorneys or Company's Corporate Officers / Staff.
7. **Timesheets.** The Time Sheet and Expense Report for the week is required to be mailed to Company NO LATER THAN THE FRIDAY EVENING EVERY WEEK. Company requires the time sheets to be approved by the appropriate client official, if unable to do so; Employee is still required to mail the Time Sheet and Expense Report. Employee may thereafter, have the original signed and mailed together with the original expense receipt. Any delay can hinder Company's reimbursement claim to Company's clients and therefore any payment due to the Employee. Employee's salary will be paid only after receipt of properly approved time sheets by the appropriate client official. If Company does not receive the properly approved time sheet from employee, then that would be considered as unauthorized absence from work and the employee will not be given any salary for such period till properly signed time sheet is received by Company.

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8. **Expenses.** Employee shall be reimbursed for all ordinary, reasonable, and necessary expenses incident to his employment only if pre-approved by the Company, upon presentation by the Employee of itemized original receipts in the form requested by the Company submitted NO LATER THAN THE SUNDAY EVENING FOLLOWING THE WEEK

9. **Liability.** Employee understands that Company has a contractual agreement with their client where Employee will be working at. In the event that the actions of Employee causes Company to breach its contract with the client and if the client asks for a fee or consideration for the breach of contract, the employee will be responsible for the payment of that fee. Employee understands that Company has a performance clause with its client. In the event of the employee willfully breaching or habitually neglecting the duties which he is required to perform under the terms of this Agreement; and if the client decides to withhold payment for hours worked for performance reasons, Employee will be liable for same. Employee understands that Company has a misrepresentation clause with its client. In the event of the employee's inability to perform duties which are required under the terms of this Agreement; or commits such acts of dishonesty, fraud, misrepresentation of content in his resume and if the client decides to withhold payment for hours worked for the reason of technical incompetence in comparison to the knowledge stated on Employee's resume, Employee will be liable for same.

10. **Tax Withholding.** Company shall have the right to deduct or withhold from the compensation due Employee hereunder any and all sums required to be withheld by federal, state, or local laws, taxes now in effect or that may be enacted and become law in the future.

Duties and Obligations of Employee

11. **General Duties.** Employee shall provide to and for Company the services pertaining to software development which require the training, skills and expertise necessary to perform the development and consulting services of Company in a competent and professional manner, and subject at all times to the policies set by Company. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction of Company. Such duties shall be provided places as the needs, business, or opportunities of the Company may require from time to time. Employee agrees to abide by all lawful rules and regulations of Company.

12. **Duties upon Termination.** Upon Termination of this Agreement, Employee shall deliver to Company all property that is in Employee's possession or under Employee's control, which belongs to Company and also which is related to Company's business, including, but not limited to keys, records, notes, data, memoranda, models and equipment.

13. **Loyalty.** Employee shall devote his entire productive time, ability, and attention to the business of Company during the term of this Agreement. Employee shall not directly or indirectly render services of a business, commercial, or professional nature to other persons or organizations, whether for compensation or otherwise, without the prior written consent of Company during the term of this Agreement.

14. **Confidential Information and Other Property of Company.**

14.1 Definitions Applicable to Section 14. For purposes of this Section 14 the following definitions apply:

(a) "Confidential Information" means information that is not publicly available and that is used, developed or obtained by the Company in connection with its business, including but not limited to (i) information, observations and data obtained by the Employee while employed by the Company and its predecessors (including information, observations and data obtained prior to the date of this Agreement), concerning the business or affairs of the Company, (ii) products or services, (iii) fees, costs and pricing structures, (iv) computer software, including operating systems, applications and program listings, (v) flow charts, manuals and documentation, (vi) data bases, (vii) accounting and business methods, (viii) inventions, devices, new developments, methods and processes, whether patentable or un-patentable and whether or not reduced to practice, (ix) vendors, customers and clients and vendor, customer or client lists (including but not limited to names of contact persons, purchasing patterns or preferences,

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past purchase and sale history and other information), (x) other copyrightable works, (xi) all product specifications, production methods, processes, technology and trade secrets, (xii) business plans, business strategies, acquisition plans and candidates, financial or other performance data and personnel lists and data, (xvi) analyses. Confidential Information will not include (i) any information that is publicly available, or has become otherwise generally known by the public (in each case, through no fault of the Employee) prior to the date the Employee proposes to disclose or use such information, and (ii) information of a type not considered confidential by persons engaged in the same business or a business similar to that conducted by the Company. The Employee shall not disclose Confidential Information unless it is required to be disclosed by law, regulation or an order of a court or other governmental entity. In the event that the Employee becomes legally compelled to disclose all or any portion of the Confidential Information, she shall provide the Company with prompt notice thereof, so that the Company may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Employee shall furnish only that portion of the Confidential Information which is legally required and shall exercise commercially reasonable efforts to obtain assurances that confidential treatment will be afforded such portion of the Confidential Information.

(b) "Documents" means all documents, records, tapes, and other media of every kind and description relating to the business, present or otherwise, of Company, and any copies, in whole or in part, thereof, whether or not prepared by Employee.

(c) "Person" means an individual, a corporation, an association, a partnership, a limited liability company, an estate, a trust, and any other entity or organization, other than Company.

(d) "Post Termination Period" means the period of one year following any termination of this Agreement.

14.2 Non-Disclosure by Employee:

(a) Employee shall comply with Company's policies and procedures regarding the protection of Confidential Information, and shall never disclose to any Person (except as required by applicable law or for the proper performance of Employee's duties and responsibilities hereunder), nor use, directly or indirectly, for Employee's own benefit or gain, any Confidential Information obtained by Employee incident to, or as a result of, Employee's employment or other association with Company. Employee understands and agrees that this restriction shall continue to apply after Employee's employment terminates, regardless of the reason for termination.

(b) Employee shall not disclose any Documents, and all Documents shall be the sole and exclusive property of Company. Employee shall safeguard all Documents, and shall surrender to Company at the time Employee's employment terminates or at such earlier time or times as Company may specify, all Documents then in Employee's possession or control. But despite a termination of this Agreement, Employee shall receive copies of documents requested in connection with a malpractice claim or a third party audit.

14.3 Restricted Activities and Covenant Not to Compete.

(a) Employee agrees not to, on behalf of itself, any person or any entity other than Company, directly or indirectly solicit business from or seek employment for itself or any other person from any entity that Employee works at or through as an agent of Company, during Employee's employment at Company or at least for 12 months Post Termination Period. Employee agrees that during Employee's employment at Company or at any time during Post Termination Period as an agent of Company it will not for any reason whatsoever solicit, operate, own, be involved with, or associate with any business or entity which competes, directly or indirectly, with Company's business and customers.

(b) Employee further agrees that during Employee's employment for Company and during the Post Termination Period, regardless of the reason for termination, Employee shall not, and shall not assist anyone else to: (a) directly or indirectly hire, employ in any capacity, solicit employment of, offer employment to, entice away, or in any other manner seek to persuade any employee of Company to discontinue employment;

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(c) Employee agrees that the restrictions contained in this Section 14 are ancillary to this otherwise enforceable Agreement, the restrictions are reasonable and necessary, are valid and enforceable under Texas law, and do not impose a greater restraint than necessary to protect Company's legitimate business interests. Recognizing the value of the business developed by Company and the difficulty in precisely determining the damages that would be suffered by Company from a breach of this Section 14 by Employee, the parties agree that in the event of any breach of this Section 14, Company may pursue as its remedy for breach either: (1) an injunction restraining the violation, and such other rights and remedies as may be available to Company in law or at equity (without the necessity of posting any bond therefore); or (2) recovery from Employee liquidated damages for the violation of these provisions. Both parties agree that the payment of liquidated damages in the event of a violation of these provisions is reasonable, is neither a penalty nor security for Employee's performance under this Section, and shall be an amount equal to Thirty Thousand Dollars (\$30,000.00) because of the difficulty in calculating the actual damages that Company would suffer. Further, Employee may elect to buy out the covenant not to compete by paying to Company the full amount of liquidated damages provided for in clause (2), within ninety (90) days of termination, in which event Company shall have no further right to enforce the covenants under this Section 14 against Employee. It is agreed that in the event of any breach, or attempted or threatened breach, of this Section 14, Company shall have the right to obtain an injunction against Employee, and against her employees, agents, and others acting in concert with her, prohibiting such breach, or attempted or threatened breach, if neither Company nor Employee elects to pursue the remedy of liquidated damages. If Employee violates the covenants and restrictions herein and Company brings an action for injunctive or other equitable relief, Company shall not be deprived of the benefit of the full period of the restrictive covenant as a result of the time involved in obtaining relief. Thus, Employee agrees that the covenant not to compete shall have duration of twelve (12) months, computed from the date the relief is granted. The provisions of this Section are separate, severable, and enforceable despite any breach of any other provision of this Agreement by Company. Employee expressly acknowledges and agrees that Employee's experience and abilities are such that Employee's compliance with the covenants and restrictive agreements contained herein are reasonable as to scope, location, and duration, and that such compliance shall not cause Employee any undue hardship, or unreasonably interfere with Employee's ability to earn a livelihood and practice medicine.

15. **Post-Interview.** Employee agrees to provide his/her services to the customer of Company upon any interview taken by the employee as a result of which the customer of Company decides to take the services of employee as a contractor. If the employee decides not to provide his/her services to the customer of Company for any reason, employee will be liable for all interview costs and the costs incurred by Company. Employee will indemnify and hold harmless the contractor against loss or threatened loss or expense by reason of the liability or potential liability of the Company for or arising out of any claims for damages in case of a lawsuit by Company's customer against Company arising due to such decision. This includes financial penalties imposed by the customer, attorney charges, court fee for litigation and other sundry costs if any. Customer denotes any person, corporation or legal entities that have used the services of Company in the past or is a prospect to use the services of Company in the future.

16. **Morality.** Employee agrees to conduct himself at all times with due regard to public conventions and morals. Employee agrees not to do or commit any act that will reasonably tend to degrade him or bring Company and Employee into public hatred, contempt, or ridicule, or tend to shock or offend the community in which Employee represents Company or to prejudice Company or the industry in which Company operates. Employee acknowledges and agrees that this provision is necessary to protect Company's goodwill in the community in which Employee represents it and thus to protect the profitability of Company's business.

Intellectual Property Rights

17. **Assignment.** Employee agrees to assist Company, or its designee(s), at Company's expense, in every proper and lawful way and manner, to secure and/or to perfect Company's rights in any inventions, patents, copyrights, trade secrets, trademarks, mask work rights, or other intellectual property rights thereto, in any and all countries, including the disclosure of all pertinent information and data with respect thereto. Employee agrees to execute any and all applications, specifications, oaths, assignments and any and all other instruments which the Company may deem necessary in order to apply for and obtain and/or in order to assign and convey same to the

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Company, its successors, assigns, and nominees, the sole and exclusive rights, titles and interests, in and to all inventions, patents, copyrights, trade secrets, trademarks, mask works, or other intellectual property rights relating thereto, resulting from the Agreement.

18. **Classification of Work.** Employee agrees that all rights in all intellectual properties prepared by him pursuant to this Agreement, including patent rights and copyrights applicable to any of the intellectual properties described in this Agreement, shall belong exclusively to Company, shall constitute "works made for hire," and shall be assigned promptly by Employee to Company.

19. **Disclosure.** Employee promises and agrees that he will promptly and fully inform and disclose to Company all computer program designs, creations, improvements, and discoveries plus any other type of computer related discoveries that he makes during the term of this Agreement which pertains to the business of Company or to any experimental work carried on by Company, whether conceived by Employee alone or with the others and whether or not conceived during regular working hours.

20. **Attorney-in-Fact.** Employee hereby designates Company as Attorney-in-Fact to speak and act in Employee's stead and to execute through its authorized representative, all such documents as may be required in order to apply and/or to make more perfect Company's claim in and to any inventions, patents, copyrights, trade secrets, trademarks, and other intellectual property rights.

Name of Employee and Company

21. **Employee's Name.** Company shall have the right to use the name of Employee as part of the trade name or trade mark of Company if Company deems it advisable to do so. Any Trade name or trademark, of which the name of Employee is a part that is adopted by Company during the employment of Employee may be used thereafter by Company for as long as Company deems advisable.

22. **Company's Name.** Employee shall not, either during the term of this Agreement or at any time thereafter, use or permit the use of his name in the trade name or trade mark of any other enterprise if that other enterprise is engaged in a business similar in any respect to that conducted by Company, unless that trade name or trade mark clearly indicates that the other enterprise is a separate entity entirely distinct from and not to be confused with Company and unless that trade name or trade mark excludes any words or symbols stating or suggesting prior or current affiliation or connection by that other enterprise or its Employees with Company.

General Provisions

23. **Entire Agreement.** This Agreement contains all the covenants and agreements between the parties and supersedes any and all agreements, either oral or in writing between the parties hereto with respect to this employment relationship. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promises not contained in this Agreement shall be valid or binding on either party. If any provision or part of any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, or unenforceable, the remaining provisions and/or the remaining part of any invalid provision, shall continue to have full force and effect.

24. **Modification.** Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

25. **Waiver.** The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

26. **Indemnification.** Employee will indemnify and hold harmless Company, its officers, directors, shareholders, employees and agents, and their respective successors and assigns, against any cause of action,

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loss, liability, damage, cost or expense of any nature whatsoever, whether accrued, absolute, contingent or otherwise, including, without limitation, attorney's fees and costs (whether or not suit is brought), arising out of or relating to your breach of any of your representations, warranties or covenants in this Agreement, any negligent act or omission you commit in the course of your service hereunder, or any misrepresentation you make during the course of your service hereunder. This indemnification obligation shall survive any termination of this Agreement.

27. **Notice.** Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses set forth on records but each party may change that address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

28. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Texas.

29. **Forum Selection.** Any disputes between or among the parties to this Agreement concerning the subject matter of this Agreement shall be exclusively submitted for resolution to a court sitting in Dallas County, Texas.

30. **Relief.** In the event of a breach or threatened breach by Employee any of the provisions of this Agreement, Employee agrees that Company, in addition to and not by way of limitation to any other rights, remedies or damages available to Company, at law or in equity, shall be entitled to a temporary restraining order, a preliminary and permanent injunction in order to prevent or restrain any such breach or threatened breach by Employee alone or in conjunction with others.

31. **Gender and Number.** As used herein, wherever the context so requires, the singular number shall include the masculine gender and the plural shall include the female and neuter genders.

32. **Headings.** The headings of the articles and paragraphs and subparagraphs of this Agreement are solely for convenience and reference and shall not limit or otherwise affect the meaning of any of the terms or provisions of this Agreement.

EXECUTED on

Sincerely,

Codebricks, Inc.

Signature:

Name:

Title:

Date:

Agreed Accepted

Employee: ANBALAGAN

Signature: R. Anbalagan

Name: ANBALAGAN

Title: Software Developer

Date: 11-6-2024