



EMPLOYMENT OFFER AND AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement ") is entered into on 08/05/2015 by and between Glorian, Inc., a New Jersey corporation ("Glorian, Inc."), having its principal place of business located at **1 Oxford Valley, Suite #314, 2300 E Lincoln Highway, Langhorne, PA 19047** and **Mrs. Kalya Archana Bhat** residing at 950 Meridian Ave, Apt 65, San Jose, CA 95126

RECITALS:

WHEREAS, Glorian, Inc. is in the business of providing the services of computer consultants to its clients (collectively the "Clients" and specifically, the "Client") in need of temporary consulting services;

WHEREAS , the Employee recognizes and acknowledges herein that Glorian, Inc. has incurred time, money and resources in recruiting and training the Employee in order to enable the Employee to adequately provide computer services to Glorian, Inc.'s Clients, said training furthering and enhancing Employee's career and marketability:

WHEREAS, at Glorian, Inc.'s sole option, Glorian, Inc. may place EMPLOYEE with any of its Clients as a computer specialist to work on a temporary basis with the Client while remaining as Glorian, Inc.'s Employee;

&WHEREAS, Glorian, Inc. and the Employee desire to memorialize the terms and conditions of Employee's employment with Glorian, Inc. by way of this Agreement, Now THEREFORE , in consideration of Glorian, Inc. providing employment to Employee, and Employee providing his or her services to Glorian, Inc.; and in consideration of Glorian, Inc.'s time , money and expense in recruiting and training Employee, and mutual covenants, promises , agreements , representations and warranties contained in this Agreement the parties hereto agree as follows:

1. **Recitals Incorporated:** The Recitals set forth above are incorporated herein as if fully set forth at length in this paragraph.
2. **Job Description:** The Employee shall be employed as Software Engineer responsible for providing services to Glorian, Inc 's Client and /or Clients , as directed and /or required by Glorian, Inc. involving , for example, technical assistance in design , development, implementation, programming , training , consulting, project management , and /or related data processing and services. The Employee agrees and understand that he /she is not employed by Glorian, Inc 's Client or Clients and that all times Employee shall report to , and be accountable for his/her performance, solely to Glorian, Inc. The Employee warrants that he/she will use his /her best efforts to obtain favorable results for Glorian, Inc. and Glorian, Inc.'s Clients and perform is/her duties in a responsible, timely efficient and satisfactory manner. Without limiting the provisions of paragraph 6 below, the Employee will not in any way interfere or attempt to interfere with Glorian, Inc. 's relationship with its Clients . the Employee will not disparage Glorian, Inc. or its principals and /or employees



3. **Term of Employment:** Employee agrees and acknowledges that employee has to work with Glorian Inc for at least 2 years. The Employee agrees and acknowledges that Glorian, Inc. will employ the Employee for such period as may be determined by Glorian, Inc. in its sole discretion. Either the employee or the Employer may terminate this Agreement, but only subject to, and in accordance with , the termination provisions set forth in paragraph 4 below, and the provisions of paragraph 10 hereof.

This offer letter is contingent upon your successful training with the company at Company's facilities and eventually Company placing you at either Company's client location or any of the Company's assignment. Non –Immigration Visa: If the company needs to process your H1B, the terms of this agreement and employment are contingent on approval of H1B visa.

4. This Agreement, and Employee's employment with Glorian, Inc. may be terminated by Glorian, Inc. with or without cause at any time by written notice to the Employee ("as Glorian, Inc. Terminations"). For purposes of this Agreement , "cause " shall include , but not be limited to :
- (i) any material violation of the terms of this Agreement;
 - (ii) conviction of the Employee of any crime (or a finding of criminal liability for any fraud) against Glorian, Inc. or its Clients or their property or any other crime involving moral turpitude or which is reasonably likely to bring discredit upon Glorian, Inc.;
 - (iii) any conduct on the part of the Employee detrimental to the interests of Glorian, Inc.
- a. A termination by Glorian, Inc. with cause shall be effective immediately after Glorian, Inc. sends to the Employee a written notice of termination in accordance with the notice provision of paragraph 14 hereof. A termination by Glorian, Inc. without cause shall be effective seven(7) calendar days after Glorian, Inc. sends to the Employee a written notice of termination in accordance with the notice provision of paragraph 14 hereof. Of the employee is at the client site or working for an internal Glorian, Inc. project for client or internal, the employee may terminate this Agreement upon thirty (30) day prior written notice to Glorian, Inc., which notice shall be in writing and delivered to Glorian, Inc. ("an Employee Termination"). Said Employee Termination shall be effective at the expiration of the foregoing thirty (30) day period. Should you terminate this agreement prior to completing the twelve (12) months, you may be released from your obligation under the term of this Agreement by paying Glorian, Inc. according to the buy-out provision of this agreement and by giving appropriate notices as above 30 days notice if working at client site or 1 week notice if off project in writing. If the employee is not on project with a client and /or also not working on an internal Glorian, Inc. project for a client the employee needs to give only 7 days 4notice. Employee understands and agrees that , regardless of which party terminates this Agreement , the obligations and agreements set forth in paragraph six(6), seven(7), eight(8), and the indemnification provisions of paragraph ten(10) of this Agreement shall survive and continue after said termination and shall remain in full force and effect.
- b. In addition to any reimbursement obligations, The Employee shall return to Glorian, Inc. on or before the effective date of any termination, all corporate credit/charge cards, computers, laptops or notebooks, personal digital assistants, and any other equipment.



Documents, materials, software, hardware, programs, source codes, files, diskettes, cd-roms or any other written or electronic media supplied to Employee by Glorian, Inc. and /or any of the Clients or further agrees to return to Glorian, Inc. all manuals, memoranda, notes, reports and any other written, types or printed materials or data , and al copies thereof and excerpts there from , whether furnished by Glorian, Inc. and /or the Client, which contain any information relating to the business of Glorian, Inc. and /or the Client and agrees neither to make nor retain any copies of such materials after termination of this Agreement.

- c. On or before the effective date of any termination, the Employee shall provide to Glorian, Inc. his/her existing home address, telephone number and electronic mail address, if any. In order to ensure that Employee respects and abides by the confidentiality and non-competition obligations of this Agreement. Employee shall notify Glorian, Inc. in writing, for and during a period of one (1) year after the termination becomes effective, of the name and address of any new employer or employers who have hired Employee in any capacity, whether full-time, part –time or on an independent contractor or consulting basis.
- d. Termination before Placement on Companies Assignment: Should you leave the company after the completion of training, you would be responsible for cost towards the training and boarding that company could have incurred on you during your entire training period.
- e. Buyout: You recognize that Glorian, Inc. will have incurred cost and expense, both tangible and intangible, including but not limited to recruiting, training. Therefore, should you terminate this agreement prior to its expirations date, which is 6 months after the commencement of your services, (commencement of services being from the time employee first begins working on Company's assignment excluding non billable period) you shall reimburse Glorian, Inc. as liquidated damages, the total of \$1000 per month for every month remaining in the employment term, plus any outstanding loans or advances Glorian, Inc. has extended to you.
- f. You authorize Glorian, Inc. in such an event, to apply any compensation due to you toward this obligation.

5. Compensation: The Employees compensation shall be as follows:

- a. This is a paid/unpaid position for which you will receive according to your performance on project.
- b. Glorian, Inc. will review your compensation after 1 year
- c. Your Visa (H1b Visa) will be sponsored by Glorian, Inc.
- d. Medical and Dental Coverage benefits as per company policy
- e. Direct deposit
- f. The Employee shall provide Glorian, Inc 's payroll department with time sheets in a form required by and acceptable to Glorian, Inc. In addition, completed time sheets with the Employee's and the Employee's supervisor's signature must be faxed to Glorian, Inc 's payroll department as designated



by Glorian, Inc. Failure to abide by this requirement may be considered by Glorian, Inc. as a breach of this Agreement.

g. In the event the Employee incurs reasonable expenses directly and specifically arising out of his/her employment, and of the type, which Glorian, Inc. has agreed to repay, the Employee shall be required to submit on a monthly basis, a written report listing such expenses and identifying when, how and for what purpose those expenses were incurred. All expenses require the advance written approval of Glorian, Inc. on such written form as Glorian, Inc. in its sole discretion will require or they will not be reimbursed. Glorian, Inc. reserves the right to reject or deny any request for reimbursement, which it determines, is unreasonable or unauthorized. Employee agrees that all expense reports shall contain accurate and truthful information.

6. **Non-Competition:** The Employee agrees and acknowledges that, through his employment with Glorian, Inc. he /she will acquire knowledge, skills and expertise which directly pertain to Glorian, Inc.'s business, strategies and methods of operation, and that his/her employment by any client or competitor of Glorian, Inc. may be detrimental to Glorian, Inc. and may cause Glorian, Inc. to lose important business, goodwill and valuable relationships and otherwise damage Glorian, Inc. Unless otherwise agreed to in writing by Glorian, Inc. in advance, Employee agrees that, from the date this Agreement is executed up to one(1) calendar years after a termination under this Agreement becomes effective, he or she will not directly or indirectly be employed or provide services in this Agreement (eg. as an independent contractor, agent or consultant) with or to, or have any interest in of whatever form as partner, limited liability company member, commercial holder, officer, principal, advisor, or consultant in: (a) any Client of Glorian, Inc., or Glorian, Inc. Clients, Client or End Client where employee rendered services or any parent, subsidiary or affiliate of such Client or any Client of such Glorian, Inc. Client to whom the Employee has been introduced and /or (b) Any Employment agency engaged in placing consultant or personnel to provide the same or similar services provided by the Employee under this Agreement. Furthermore, in addition to the foregoing, Employee agrees that for one (1) calendar year after any termination here under becomes effective, he shall not contact, divert, influence, (or attempt to contact, divert or influence) or solicit, negotiate, propose or render any services to /with:

- a. Anyone who is a consultant or Employee of Glorian, Inc.;
- b. Any individual, and anyone under the chain of command of such individual, employed by any of Glorian, Inc.'s Clients, who approval or supervision was necessary or required in connection with the services that Employee provided for Glorian, Inc.'s Client on behalf of Glorian, Inc.; and
- c. Any Client of Glorian, Inc. (including any of such Client's personnel or clients) whom Employee met or worked with/for during the term of this Agreement, or during the performance of any services by Employee hereunder.

7. **Confidential and Proprietary information:** The Employee agree and acknowledges that, due to his / her employment with Glorian, Inc. and /or its Clients, the Employee may have had access to and acquired, and may have assisted in developing, confidential and proprietary information (as such



term is set forth below) relating to the business and operations of Glorian, Inc. and /or its Clients. The Employee acknowledges that such information has been and will continue to be of critical importance to business of Glorian, Inc. and /or the Clients, and that its disclosure or use to/by others could cause substantial loss to Glorian, Inc. and /or the Clients. The Employee also recognizes that an important part of the Employee's duties may be to develop strong business relationship for the exclusive benefit of Glorian, Inc. and/ or the Clients through the use of such confidential and proprietary information and Employee's personal contact with customer, agents and other's having business relationships with Glorian, Inc. and /or its Clients. Accordingly , the Employee agrees as follows:

- a. The Employee will at all times keep confidential any and all " trade secrets and confidential and proprietary information" of Glorian, Inc. and / or the Clients which are now known or hereafter may become known to the Employee as a result of his or her relationship with Glorian, Inc. and /or its Clients , and shall not at any time directly or indirectly disclose , publish or use or permit any one else from disclosing, publishing , disclosing or using any such information to any person or to any entity , or use the same any way during and at all times starting from the date of execution of this Agreement & continuing after the expiration of the one (1) year non-competition period set forth in paragraph 6 above.
 - b. For purposes of this Agreement, "trade secrets and confidential and proprietary information" shall include information, whether written, stored electrically or otherwise, unique to Glorian, Inc. and/or its Clients which has a significant business purpose and is not known or generally available from sources outside Glorian, Inc. or the Client, or typical of industry practice, including, but not limited to, software source code, programs, programming procedures or techniques, information with respect to costs, pricing, present and prospective products, customers and prospective customers, sales and marketing information data, data relating to buying or selling practices and procedures, prospective and executed contracts and other business arrangements, information regarding earnings, forecasts, interests, reports, plans, bidding information, marketing and any other information regarding Glorian, Inc. and/ or its Clients, their business, methods of operations, personnel, assets and activities.
8. **Ownership of Work Product:** All Copyrights, patents, trade secrets or other intellectual property rights associated with any ideas, concepts, prototypes, programs, codes, software, techniques, inventions, processes or works of authorship developed or created by Employee for Glorian, Inc. during the course of employment (collectively, the "Work Product") shall belong exclusively to Glorian, Inc. and shall, to the extent possible, be considered a work made for hire for Glorian, Inc. within the meaning of Title 17 of the United States Code. Employee automatically assigns at the time of creation of the Work Product, without any requirement of further consideration or writing, any right, title or interest he or she may have in such Work Product , including any patents, copyrights or other intellectual property rights pertaining their to. Upon request of Glorian, Inc. the employee shall take such further actions, including execution and delivery of instruments of conveyance, as Glorian, Inc. may deem appropriate to give full and proper effect to such assignment. Employee agrees that he /she will not assign, sell, transfer, convey, encumber, pledge



or otherwise dispose of said work product without Glorian, Inc 's knowledge and prior written authorization.

9. **Employment Status:** It is the intent of the parties that Employee shall act as, and have the status of, an Employee of Glorian, Inc. at all times in accordance with the terms of this Agreement, but shall not be considered agent, Employee or Partner of the Client. As such, the employee will be required to work during hours and days as may be specified by either Glorian, Inc. or the Client to whom the Employee is assigned. Glorian, Inc. will be responsible to pay all required unemployment, social security or other employment taxes required by any government agency. In addition , the Employee shall be Entitled to such health insurance coverage as provided to other to Employees similar tenure and positions at Glorian, Inc.(subject to modification from time to time by Glorian, Inc. in its sole discretion)
10. **Remedies and Enforcement:** Compliance with all provisions of this Agreement is required for Employee to remain in good standings with Employer. As the violation by the Employee of any of the provisions of the paragraph 6,7 and 8 of this Agreement may cause irreparable injury to Glorian, Inc. and/or its Client, and there is no adequate remedy at law for such violation, then Employee agrees that Glorian, Inc. shall also have the rights, in addition to any other remedies available at law or equity, to enjoin and restraint the Employee by way of court-issued injunction from violating such provisions or taking any action to harm Glorian, Inc. and/or its Clients. Notwithstanding the foregoing, nothing in this Agreement shall be construed as prohibiting Glorian, Inc. from pursuing from other remedies to it for a breach or threaten breach of this Agreement or limit the damages available to Glorian, Inc. in the event of the breach of any paragraphs of this Agreement.
11. **Immigration Contingency:** In the event that the Employees not an American citizen on the date of the execution of this Agreement, this Agreement and Glorian, Inc 's obligations hereunder are specifically contingent upon the Employee's approval and continued validity of a non-immigration worker visa (whether it is an initial non-immigration worker visa approval or and an extension of prior non-immigration worker visa) or the continued validity of Employee's permanent residency card (whichever the case), and an Employee hereby warrants and represents to Glorian, Inc. that his/her presence in the United States is and will remain legal from the date of the execution of this Agreement through and including the time Employee is employed by Glorian, Inc. hereunder.

12. Other provisions:

Survival: The representations and covenants of the Employee contained in this Agreement shall survive the termination of this Agreement.

No Waiver: No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, not shall any waiver on the part of any party of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise other such right, power or privilege.



Binding Effect: This Agreement shall be binding upon the parties hereto and their legal representatives, heirs, successors and assigns.

No assignment by Employee: The Employee shall not assign this Agreement, Glorian, Inc. shall be entitled to assign this Agreement without the consent, knowledge or approval of Employee, at Glorian, Inc 's sole discretion.

Gender: When such interpretation is appropriate, any word denoting gender used herein shall include all persons natural or artificial. And words used in singular shall include plural.

Amendments: No amendments, changes or addition to this Agreement shall be binding unless in writing and signed by both parties.

Entire Agreements: This Agreement constitutes the sole and exclusive Agreement between the Employee and Glorian, Inc. and it supersedes and replaces all prior oral and written Agreements, negotiations and understandings between the Employee and Glorian, Inc. No course of conduct or uses of trade shall be admissible in evidence to controvert or modify the terms of this Agreement.

Effect of Headings: The paragraph headings used in this Agreement are included solely for convenience and shall not in any way effect the meaning or the interpretation of this Agreement.

Governing law, jurisdiction and venue: This Agreement shall be governed in all respects, including validity interpretation and effect, by the laws of State of New Jersey (without regard to its conflict of law/ choice of law principles). The Employee hereby consents to and confers personal and subject matter jurisdiction on the court of the State of New Jersey or of the Federal courts for the district of New Jersey, and expressly waves any objection as to jurisdiction and/or venue in any such courts, and agrees that service of process may be made on the Employee, by mailing by overnight mail or by registered mail, at Glorian, Inc 's sole discretion, a copy of the summons and complaint to the Employee at the Employee's address in the United States set forth above.

Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed and original, but all of which together shall constitute but one on the same instrument.

Severability of provisions: If any provisions in this agreement are held by the court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will never the less continue in full force without being impaired or invalidated in any way.

- 13. Notices:** Any Notice required, permitted or desired to be given pursuant to any of the provisions of this Agreement shall be deemed to have been sufficiently given or served for all purposes if made in writing and deliver in person or sent by certified mail, written receipts requested, overnight mail or hand delivery, to the parties addresses indicated on page one (1) of this Agreement. Any party may




or any time change the address to which notices may be sent (set forth on page one (1) of this Agreement. Only by written notice to the other party given pursuant to this paragraph .Otherwise, in the absence of such written notice of change of address , each party hereto shall be entitled to use and rely on the addresses set forth on page one(1) of this Agreement. Any Notice given pursuant to this agreement shall be deemed to be effective when it is sent in accordance with this paragraph.

EMPLOYEE IS HEREBY ADVISED THAT THIS IS LEGAL, BINDING DOCUMENT WITH IMPORTANT TERMS AND OBLIGATIONS, EMPLOYEE ACKNOWLEDGES THAT GLORIAN, INC.HAS PROVIDED EMPLOYEE WITH AN OPPORTUNITY TO OBTAIN HIS /HER OWN COUSEL FOR THE PURPOSE OF REVIEWING THIS AGREEMENT AND THAT EMPLOYEE, BY EXECUTING THIS AGREEMENT CONFIRMS THAT HE /SHE HAS READ UNDERSTOOD AND AGREED TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF , the parties hereby confirms that they had , read and understood the terms of this agreement , and accepted the terms and conditions set forth herein , and they execute and deliver this agreement on the date first above written:

Glorian Inc.


Signature

Name: Vijaya Valiveti
Title: Vice President

Employee


Signature

Name: Ms. Kalya Archana Bhat
Address: 950 Meridian Ave, Apt 65,
SanJose, CA 95126