

# ZIGUAR TECH PRIVATE LIMITED

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## EMPLOYMENT AGREEMENT

This Employment Agreement ((hereinafter referred to as the "**Agreement**") is executed on **04 February 2022** by and between :

**Ziguar Tech Private Ltd**, a company incorporated under the Companies Act, 2013 having its registered office at **#390, Adarsh Palm Retreat Villas, Outer Ring Road, Devarabisanahalli, Bangalore - 560103 (Karnataka)** (hereinafter referred to as the "**Company**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **First Part**;

And

**Abdul Samad Kirmani s/o Mr. Khalid Hasan Kirmani**, resident of **Malehra Newada, Banda, U.P.-210001** identified by **PAN Card No FVJPK7310A** (hereinafter referred as the "**Employee**") which expression shall unless it be repugnant or contrary to the context thereof, mean and include his/her heirs, legal representatives, successors and permitted assigns of the **Second Part**;

The Company and the Employee shall hereinafter be individually referred to as "**Party**" and collectively referred to as "**Parties**".

### WHEREAS:

- A. The Company is engaged in the business of Software applications .
- B. The Company recognizes that the Employee has the requisite skill set to be employed as a **Software Development Engineer**.
- C. On basis of the Employee's representations to the Company as set forth herein, the Company wishes to hire the Employee and the Employee wishes to provide such services to the Company.
- D. The Parties intend to record the terms of the engagement of the Company and the Employee under this Agreement.
- E. **This Agreement will become effective from 14 February 2022 (Effective Date)**, on the Employee joining the Company on the said date.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

This offer of employment is for a full-time position based in the Company's office in Bangalore, Karnataka. However, the Company shall be entitled to change the place of employment of the Employee whether on a temporary or permanent basis, if and as and when required. The present place of work is at Home, i.e. Work From Home.

The terms of employment detailed in this document and the appendices hereto (collectively referred to as the "**Agreement**") are strictly confidential. These contents will not be disclosed to third parties by the Employee without the prior written approval of the Company.

## **1. Compensation**

In consideration of the duties and obligations, the Employee shall be entitled to a gross remuneration package of **Rs. 7,50,000.00 per annum (Rupees Seven lakhs fifty thousands only per annum - Cost to Company)** subject to deductions of taxes and other withholdings as required by law. Break up of CTC is attached as **Appendix A**. The remuneration payable monthly to the Employee will be effective from the Effective Date and shall be reviewed on a periodic basis as the Board may decide, and may be revised or maintained as determined by the Board.

Additionally, the Employee will be paid a joining bonus of **Rs. 1,00,000.00 (Rupees One lakh only)**. The joining bonus is a one-time payment that will be paid with the first month's salary and will be subject to you joining the Company on or before 14 Feb 2022. In the unlikely event you choose to leave the Company or if your services are terminated for any reason whatsoever before the completion of one year of employment with the Company, the joining bonus will be construed as debt due to the Company and shall be fully repaid by you before your last working day.

## **2. Duties**

A schedule of broad duties and responsibilities will be given to the Employee on joining, which may be subject to revision from time to time. The Company shall assign the Employee

such other duties and responsibilities as may be considered advisable in the Company's interests and at the sole discretion of the Company.

**3. Terms and Conditions of Employment**

The Employee's employment with the Company shall be governed by the specific terms and conditions provided in the attached **Appendix B** and the scope of work provided in the attached **Appendix C**.

**4. Confidentiality and Intellectual Property Assignment Agreement**

The Employee will, as a condition of his / her employment with the Company, sign the Company's Confidentiality and Intellectual Property Assignment Agreement attached hereto as **Appendix D**.

**5. Entire Agreement**

This Agreement supersedes any prior agreements, representations or promises of any kind, whether written, oral, express or implied between you and the Company with respect to the subject matters herein. This Agreement may not be modified or amended except by a written agreement between the Employee and the Company.

**6. Severability**

Each provision of this Agreement including the appendices attached to it shall, to the extent possible, be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this agreement shall be invalid or prohibited under such applicable law, such invalidity shall not affect the validity of the other provisions of this agreement. The said other provisions shall continue in full force and effect unless such unenforceable provision shall materially affect the essence of the agreement and the party benefiting from the said unenforceable provision does not waive its rights to benefit therefrom.

**7. Waiver**

The failure of either the Company or the Employee to insist upon strict adherence to any term of this agreement on any occasion shall not be considered a waiver thereof or deprive the Company or the Employee of the right thereof to insist upon strict adherence to that term or any other term of this Agreement.

*( Signature page follows )*

**Signature of Employer**

**For ZIGUAR TECH PRIVATE LIMITED**

**Name : Deepak Kumar Gupta**

**Position : Director**

**Date : 04 February 2022**

**Signature of Employee**

**I confirm that I have read and fully understood the aforesaid Employment Agreement in conjunction with its Appendices A, B, C & D and by signing, I accept the terms and conditions mentioned therein and agree that the same constitutes a valid and binding contract of employment between myself and the Employer.**

**Signature: \_\_\_\_\_**

**Name: Abdul Samad Kirmani**

**R/o: Malehra Newada, Banda, U.P.-210001**

**Date: 04 February 2022**

## Appendix A

CTC BREAKUP TEMPLATE		
Components	Amount (In INR)	
Fixed Pay	750,000	
<b>Total Compensation</b>	<b>750,000</b>	
<b>Break-up</b>	<b>Annual</b>	<b>Monthly</b>
Basic	300,000	25,000
House Rent Allowance ( HRA)	120,000	10,000
Special Allowance	247,970	20,664
Leave Travel Allowance (LTA)	28,000	2,333
Communication Allowance	18,000	1,500
PF Employer Contribution*	21600	1,800
Gratuity (4.81% of Basic)**	14,430	1,203
<b>Total Compensation</b>	<b>750,000</b>	<b>62,500</b>

\* Till the time of PF Registration applicability to the company, Employer PF Contribution shall be paid as part of Monthly Payout.

\*\* Gratuity is payable as per the provisions of the Gratuity Act, 1972.

<b>Signature of Employer</b>  <b>For ZIGUAR TECH PRIVATE LIMITED</b>   <b>Name: Deepak Kumar Gupta</b>   <b>Date: 04 February 2022</b>	<b>Signature of Employee</b>  <b>For Employee:</b>   <b>Name: Abdul Samad Kirmani</b>   <b>Date: 04 February 2022</b>
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**Appendix B**

**ZIGUAR TECH PRIVATE LIMITED**

**TERMS AND CONDITIONS OF EMPLOYMENT**

**1. Term of Employment**

Subject to Section 5 below, the term of the Employee's employment with the Company is intended to be till the attainment of age of retirement. The Employee will retire from the services of the Company on attaining the age of 60 years. The Employee's employment shall stand automatically terminated on the date of the Employee's retirement.

**2. Reporting Person**

During the period of employment, the Employee shall report to the CEO of the Company or as informed to the Employee from time to time.

**3. Work Hours**

The Employee's normal hours of employment shall be from 10:00 am to 7:00 pm, Monday to Friday of every week with a one (1) hour lunch break.

The Employee may be required to work such hours outside of the normal work hours if the Company considers it necessary to meet the needs of business. The Employee shall not be paid additionally for such extended hours of work.

**4. Outside Activities**

This position is for full-time employment with the Company and the Employee shall exclusively devote himself / herself to the business of the Company. The Employee shall not take on any other work for remuneration (part-time or otherwise) or work in an advisory capacity, or be interested directly or indirectly (except as shareholders or debenture holders) in any other trade or business, during your term of employment with the Company, without prior written permission of the Company.

**5. Termination**

- (a) This Agreement of employment with the Company may be terminated by the Employee by submitting his/her resignation with reasons and giving the Company two (2) months notice in writing.

(b) This Agreement and the employment of the Employee with the Company may be terminated by the Company, without cause by giving the Employee one (1) month's notice in writing or payment of one (1) month's salary in lieu of such notice.

(c) If the Employee is absent from work for a period of five (5) consecutive working days, without providing any notice or affording any reasons, or without taking Company's prior approval in this regard, the Company will be entitled to forthwith terminate the Employee's employment with the Company. Further, in the event of such termination, the Employee shall be liable to pay the Company an amount equivalent to the notice period as per the Employee's termination clause mentioned herewith in this letter. Notwithstanding the above, the Company shall not be restricted from claiming legal remedies available to it under the ordinary legal recourse. Company shall be entitled to recover any additional damages from the Employee in a manner that the Company may determine suitable in this regard.

(d) Notwithstanding anything mentioned in this Agreement, the Company may terminate the employment of the Employee, with immediate effect by a notice in writing (without salary), in the event of the Employee's misconduct, including but not limited to, fraudulent, dishonest or indisciplined conduct, breach of integrity, embezzlement, misappropriation or misuse of the Company's property, insubordination or failure to comply with the directions given to the Employee by persons so authorized, the Employee's insolvency or conviction for any offence involving moral turpitude, breach by the Employee of any terms of this Agreement or the Company's policies or other documents or directions of the Company, or the Employee's conduct in a manner which is regarded by the Company as prejudicial to its interests or to the interests of its clients and/or customers, or any similar reason.

(e) Notwithstanding anything aforesaid, the Employee shall be relieved of his / her duties subject to the satisfactory completion of all your existing duties, obligations and projects.

(f) On acceptance of the Employee's resignation notice, the Employee will be required to immediately return to the Company all correspondences, specifications, formulae, books, documents, market data, literature, drawings, effects or records, etc. belonging to the Company or relating to its business and the Employee shall not make or retain any copies of these items. In the event that the Company directs the Employee to destroy any such information, documents or materials, the Employee shall forthwith do so and provide a written certification to that effect to the Company.

(g) Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or electronic mail, or 48 hours after being deposited in the Indian mail or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth below, as subsequently modified by written notice:

**TO COMPANY:**

**ZIGUAR TECH PRIVATE LIMITED**

390, ADARSH PALM RETREAT VILLAS, OUTER RING RD, DEVARABEESANAHALLI,  
BANGALORE, KARNATAKA - 560103, INDIA

Email : deepakgupta@ziguar.com  
Attn : Director

**TO EMPLOYEE:**

Address: **Malehra Newada, Banda, U.P.-210001**

E-mail: abdul.samadkirmani.samad63@gmail.com

6. **Holidays/Leave**

General holidays will be declared at the beginning of the calendar year and are a benefit for all full-time employees. The Employee may be called upon to attend duties as and when required during holidays, as may be scheduled in accordance with the needs of the Company. Additionally, the Employee will be entitled to receive leave which shall be calculated at the rate of one (1) leave for every twenty (20) days of work performed.

The Employee will be entitled for leave at such time and of such duration as the Company may grant depending upon the exigencies, in accordance with the Company's rules and regulations in force, introduced hereafter or modified from time to time. It shall be the Employee's sole responsibility to keep himself / herself updated of any changes in company policy as amended from time to time. For leave, the Employee will be expected to give prior notice to the reporting authority; however, in case of an emergency or exigent situation, the Employee shall be required to take such approval within one (1) day of resuming your services. Leave without requisite approval from the Company shall be considered leave without pay.

7. **Benefits**

The Employee shall be entitled for all statutory benefits as mandated by the existing provisions under the applicable laws or which may be enforced in the future including, but not limited to, provident fund, gratuity, insurance, as may be applicable to the Employee as per Company's policies and procedures, as amended from time to time.

The Company may in its discretion, from time to time, revise the benefits it provides to its employees. As and when such benefits are introduced or modified, the Employee shall be entitled to avail such benefits.



8. **Disclosure of Information**

During the term of employment with the Company, the Employee is required to disclose all material and relevant information, which may either affect the Employee's employment with the Company currently or in the future or may be in conflict with the terms of your employment with the Company, either directly or indirectly. If at any time during the employment, the Company becomes aware that the Employee has suppressed any material or relevant information required to be disclosed by the Employee or have provided the Company with misleading or inaccurate information, the Company reserves the right at its sole discretion, to forthwith terminate the employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that the Employee may have been employed by the Company.

Any change in personal information including residential address, marital status and educational qualification should be notified by the Employee to the Company in writing within three (3) days from the start of such change. Any notice required to be given to you shall be deemed to have been duly and properly given if delivered according to the Company's notice provision policy.

9. **Use of Company Property**

The Employee must comply with the Company's policy on use of email, internet and computers. Unauthorized use or tampering with computers will be regarded as serious misconduct and may lead to your summary dismissal. In particular, the Employee agrees to only use passwords which have been authorized and must not in any circumstances load a program or data into one of the Company's computers unless the program and data, originates from the Company, has been provided for use and has been tested for viruses in advance. The Company may provide telephones (including mobile and voicemail), email and internet access for business purposes only. For the purpose of business (including and not limited to quality control, monitoring of policy compliance and unauthorized use and checking messages during periods of absence), communications made by or to the Employee may be monitored or recorded. This applies in particular to telephone (including mobile and voicemail), email and internet use. In the event, the Company provides the Employee with laptops/mobile phones/data cards or other mobile devices, the Employee will provide the Company with a written undertaking acknowledging receipt of the same and agreeing to adhere to the policies governing usage of such devices.

10. **Previous Employment**

The Employee hereby represents that the Employee's performance of the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by the Employee in confidence or in trust prior to the Employee's employment by the Company, and the Employee will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employers or others, unless expressly permitted by such previous employer. The Employee hereby represents and warrants that he / she has returned all property and confidential information belonging to all prior employers, if any. The Employee has not entered into, and agree that he / she will not enter into, any agreement

either written or oral in conflict herewith or in conflict with his / her employment with the Company (including but not limited to a non-competition agreement with any third party relating to the current, proposed or future business of the Company). The employee further agrees to conform to the rules and regulations of the Company.

11. **Confidentiality**

The Employee acknowledges that in the course of the employment with the Company, the Employee will obtain knowledge of the Company's business plans, processes, software, know-how, trade secrets, methods, inventions, improvements, disclosures, names and positions of employees and/or other proprietary and/or confidential information (collectively the "**Confidential Information**").

At all times, both during or after the period of the employment under this Agreement, the Employee shall not (except with written authorization from the Company and except to the extent so authorized in the proper course of your duties) divulge to any person or otherwise make use of his / her employment under this Agreement to divulge to any person or otherwise make use of any trade secret or secret manufacturing process or any confidential information concerning the business or finances of the Company or any of the Company's dealings, transactions or affairs or any of the Company's suppliers, agents, distributors or customers, until such information becomes generally and rightfully known outside the Company.

All notes, copies, memoranda and other tangible forms of any trade secrets or confidential information concerning the business of the Company or any of the Company's suppliers agents, distributors, clients or customers, including but not limited to financial information, documents, employee lists, customer lists, phone books, which shall be acquired, received or made by the Company during the course of the Employee's employment shall be the property of the Company and shall be surrendered by the Employee to someone duly authorised in that behalf at the termination of your employment or at the request of the Company at any time during the course of his employment.

Any breach of confidentiality will lead to immediate termination without the requirement of any notice to be provided to the Employee.

12. **No Rights Granted**

Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property rights of the Company, nor shall this Agreement grant the Employee any rights in or to the Company's Confidential Information, except the limited right to use the Confidential Information in connection with the Services.

13. **Adherence to Company Policy**

The Employee agrees to conform to and comply with the Company's policies and such directions and orders as may from time to time be given by the Company.

14. **Place of Work**

The Employee will be posted in Bangalore, Karnataka. The present place of will be work

will be at Home i.e. Work From Home. However, the Employee may be required by the Company to make visits and travel both within India and overseas, as necessary and for such a period of time that the Company determines is sufficient to enable the Employee properly perform your duties in the best interests of the Company.

15. **Non-Compete and Non-Solicitation**

During the Non-Compete Period (as defined below), the Employee hereby covenant and agree not to engage in or receive any financial benefit from (directly or indirectly) any business of the Significant Competitor, which competes with the whole or any part of any business being carried on or proposed to be carried on by the Company, whether as an individual, employer, proprietor, partner, shareholder, investor, director, committee member, officer, employee, consultant, agent, collaborator, advisor, principal contractor or sub-contractor, trustee, or otherwise.

Significant Competitor shall mean any artificial or natural person, who from the effective date of this Agreement or any time thereafter, directly or indirectly, receives at least 50% of its total revenue from the business or any activity similar to the Business and shall include such person's relatives.

**"Non-Compete Period"** shall mean the period commencing with the effective date of this Agreement and ending one (1) year from the date of the Employee's termination of employment with the Company. In the event that the Employee's employment with the Company is terminated without cause, the Non-Compete Period will end contemporaneously with the final payment of severance to the Employee under this letter agreement.

The Employee agrees that during the Non-Compete Period, the Employee shall not in any manner either directly or indirectly solicit or entice the other employees, vendors or customers of the Company to join or enter into transactions, as the case may be with either him / her directly or indirectly or with other entities which are in direct or indirect competition with the Company.

The Employee hereby agrees that the covenants and restrictions in this Section 15 are reasonable in their terms and do not impose any undue hardship on his / her current or future employment prospects. The Employee further agrees that if the laws of the state applicable to the provisions set forth in this Section 15 should change, or if any court of competent jurisdiction should hold any term or provision of this Section 15 invalid or unenforceable, then that shall be substituted in the place of such changed, invalid, or unenforceable term or provision a new term or provision that most nearly fulfills or promotes the purpose and intention of this Section 15 and is consistent with such law or judicial jurisdiction.

16. **Confidentiality and Intellectual Property Assignment Agreement**

The Employee acknowledges and agrees that any work that the Employee may be conducting either on the premises of the Company or otherwise with regard to patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done on behalf of the Company. In this regard, the Employee agrees to execute an Confidentiality and Intellectual Property Assignment Agreement and any and all

intellectual property rights in any such work shall belong exclusively to the Company.

17. **Customer Data and IT Security**

Only specific employees are given access to our Software that holds customer's data. Authorization for this will be tracked and monitored.

The Employee is expected to follow IT security policies (as per the applicable law) to ensure that the systems you use to access such data is secured.

18. **Arbitration**

The Employee agrees that the interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The venue for arbitration will be Bangalore, Karnataka. The arbitration shall be conducted by a sole arbitrator appointed by the Company, and the award of the arbitrator shall be final and binding upon the Employee. The Employee agrees that any and all claims or disputes that he / she has with the Company, or any of its employees, which arise out of his / her employment or under the terms of my employment, shall be resolved through final and binding arbitration, as specified herein. This shall include, without limitation, disputes relating to this Agreement, the Employee's employment by the Company or the termination thereof, claims for breach of contract or breach of the covenant of good faith and fair dealing, and any claims of discrimination or other claims, state or local law or regulation now in existence or hereinafter enacted and as amended from time to time concerning in any way the subject of his / her employment with the Company or its termination. Binding arbitration will be conducted in Bangalore, India in accordance with the rules and regulations of the Arbitration and Conciliation Act, 1996. The Employee understands and agrees that the arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof.

19. **Jurisdiction**

The Employee agrees that the Agreement shall be subject to the jurisdiction of courts at Bangalore.

*( Signature page follows )*

**Signature of Employer**

**For ZIGUAR TECH PRIVATE LIMITED**

**Name: Deepak Kumar Gupta**

**Position: Director**

**Date: 04 February 2022**

**Signature of Employee**

**This is to certify that I have read this Agreement and fully understand all the Terms and Conditions of Employment mentioned herein. I hereby accept and agree to abide by the Agreement..**

**Signature: \_\_\_\_\_**

**Name: Abdul Samad Kirmani**

**R/o: Malehra Newada, Banda, U.P.-210001**

**Date: 04 February 2022**

**Appendix C****SCOPE OF WORK**

- Overseeing all operations and business activities to ensure they produce the desired results and are consistent with the overall strategy and mission
- Develop high quality business strategies and plans ensuring their alignment with short-term and long-term objectives
- Lead and motivate subordinates to advance employee engagement and develop a high performing managerial team
- Oversee all operations and business activities to ensure they produce the desired results and are consistent with the overall strategy and mission
- Make high-quality investing decisions to advance the business and increase profits
- Enforce adherence to legal guidelines and in-house policies to maintain the company's legality and business ethics
- Review financial and non-financial reports to devise solutions or improvements
- Build trust relations with key partners and stakeholders and act as a point of contact for important shareholders

<b>Signature of Employer</b>  <b>For ZIGUAR TECH PRIVATE LIMITED</b>  <b>Name: Deepak Kumar Gupta</b>  <b>Date: 04 February 2022</b>	<b>Signature of Employee</b>  <b>For Employee:</b>  <b>Name: Abdul Samad Kirmani</b>  <b>Date: 04 February 2022</b>
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**Appendix D**

**ZIGUAR TECH PRIVATE LIMITED**  
**CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT**  
**AGREEMENT**

In consideration of employment with **Ziguar Tech Private Limited**, a company duly incorporated under the Companies Act, 2013 ("**Company**") the Employee, does hereby represent and agrees as follows:

1. **Purpose of Agreement**

The Employee understands that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its Proprietary Information (as defined below), its rights in Inventions (as defined below) and Intellectual Property (as defined below) and in all related intellectual property rights. Accordingly, the Employee is entering into this Agreement as a condition of his / her employment with the Company, whether or not the Employee is expected to create Inventions and Intellectual Property of value for the Company.

2. **Proprietary Information**

The Employee understands that his / her employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that will be disclosed to the Employee by the Company that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence ("**Proprietary Information**"). Such Proprietary Information includes but is not limited to Inventions, Intellectual Property, marketing plans, product plans, business strategies, financial information, forecasts, personnel information, customer lists, financial information, business plans and projections and any other information and materials concerning the Company's business, operations or plans.

3. **Disclosure of Inventions and Intellectual Property**

The Employee will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets ("**Inventions**") and Intellectual Property that he / she makes or conceives or first reduces to practice or creates, either alone or jointly with others, during the period of his / her employment, whether or not in the course of his / her employment, and whether or not such Inventions are patentable,

copyrightable or protectable as trade secrets.

Intellectual Property includes but is not limited to ideas, concepts, creations, discoveries, inventions, improvements, know how, trade secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs including their Source Code; data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

#### 4. **Work for Hire; Assignment of Inventions and Intellectual Property**

**Owned by Company.** The Employee acknowledges and agrees that any copyrightable works prepared by him / her within the scope of his / her employment are “works for hire” under the Copyright Act in India and under international copyright laws and that the Company will be considered the sole owner of such copyrightable works, and the Employee will not have any right, title or interest in the same. The Employee agrees that all Inventions and Intellectual property and other rights related thereto (including intellectual property rights) that (i) are developed using equipment, supplies, facilities or trade secrets of the Company, (ii) result from work performed by him / her for the Company, or (iii) relate to the Company’s business or current or anticipated research and development, will be the sole and exclusive property of the Company and are hereby irrevocably assigned by him / her to the Company immediately upon their formation in perpetuity.

The Employee hereby assigns to the Company the entire copyright and all performance rights and all other rights in and to the works performed by him / her during the term of his / her employment with the Company for the full period of copyright including all renewals, revivals, reversions and extensions existing under the laws in force in any part of the world to hold the same to the Company, its successors, assignees and licensees absolutely for the full period that such rights are capable of subsisting throughout the world.

**Owned by Employee.** The Employee has attached as **Annexure 1** to this Employment Invention Assignment Agreement (the “**Assignment Agreement**”), a complete list of all Inventions and Intellectual Property to which he / she claims ownership which have been developed by him /her (whether individually or in collaboration with other parties) prior to commencement of his / her employment with the Company, and that the Employee desires to remove from the operation of this Agreement, and he / she acknowledges and agrees that such list is complete. If no such list is attached to this Agreement, the Employee represents that he / she has no such Inventions and Intellectual Property at the time of signing this Agreement.



## 5. **Assignment of Other Rights**

In addition to the foregoing assignment of Inventions and Intellectual Property to the Company, the Employee hereby irrevocably transfers and assigns to the Company all Intellectual Property Rights. Intellectual Property Rights include (i) all rights, title, and interest under any statute or under common law including patent rights; copyrights including moral rights; and any similar rights in respect of Intellectual Property, anywhere in the world, whether registrable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in Intellectual Property, (v) all extensions and renewals thereof (vi) Causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

The Intellectual Property associated with any Inventions shall not be deemed to have lapsed if the Company does not exercise the rights for any period and the Employee agrees to waive his / her rights under Section 19(4) of the Indian Copyright Act, 1957 and any other similar law of any jurisdiction. If any Intellectual Property rights, including moral rights, in the Inventions and / or Intellectual Property, cannot (as a matter of law) be assigned by the Employee to Company as provided herein, then (a) the Employee unconditionally and irrevocably waives the enforcement of such rights and all claims and causes of action of any kind against Company with respect to such rights, and (b) to the extent that the Employee cannot, as a matter of law, make such waiver, the Employee unconditionally grants to Company an exclusive, perpetual, irrevocable, worldwide, fully-paid license, with the right to sublicense through multiple levels of sublicenses, under any and all such rights (i) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the Inventions and Intellectual Property in any medium or format, whether now known or hereafter discovered, (ii) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the Inventions and Intellectual Property, and (iii) to exercise any and all other present or future rights in the Inventions and Intellectual Property.

## 6. **Assistance**

The Employee agrees to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Inventions and Intellectual Property in any and all countries. The Employee will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. The Employee's obligations under this paragraph will continue beyond the termination of his / her employment with the Company, provided that the Company will compensate him / her at a reasonable rate after such termination for time or expenses actually spent by the Employee at the Company's request on such assistance, provided however that for any such reimbursement, adequate documentary evidence of such expenses is to be provided.

The Employee appoints the appropriate authorized representatives of the Company as his / her attorney-in-fact to execute documents on his / her behalf for this purpose.

7. **No Breach of Prior Agreement**

The Employee represents that his / her performance of all the terms of this Agreement and as an employee of the Company do not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment by the Company, and the Employee will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employers or others. The Employee represents and warrants that he / she has returned all property and confidential information belonging to all prior employers. The Employee has not entered into, and he / she agrees he / she will not enter into, any agreement either written or oral in conflict herewith or in conflict with his / her employment with the Company (including but not limited to a non-competition agreement with any third party relating to the current, proposed or future business of the Company). The Employee further agrees to conform to the rules and regulations of the Company.

8. **Notification**

The Employee hereby authorizes the Company to notify his / her actual or future employers of the terms of this Agreement and his / her responsibilities hereunder.

9. **Publication of Material Concerning Company Business**

Prior to the Employee's submitting or disclosing for possible publication or dissemination outside the Company any material prepared by him / her that incorporates information that concerns the Company's business or future business, the Employee agrees to deliver a copy of such material to an officer of the Company for review. Within 20 days of such submission, the Company agrees to notify the Employee whether the Company believes such material contains any Proprietary Information, and the Employee agrees to make such deletions and revisions as are reasonably requested by the Company to protect its Proprietary Information. The Employee further agrees to obtain the written consent of the Company prior to any review of such material by persons outside the Company.

10. **Name and Likeness Rights Etc.**

The Employee hereby authorizes the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any media now known or hereafter developed (including but not limited to film, video and digital or other electronic media), both during and after my employment, for whatever purposes the Company deems necessary.

11. **Maintenance of Records**

The Employee hereby acknowledges and agrees that his / her contribution to the business of the Company as well as any portion thereof shall be the sole property of the Company from the date of creation thereof. During the term of the Employee's employment and for 6 months after termination of his / her employment with the Company, the Employee agrees to maintain adequate and current written records on the development of all Intellectual Property and to disclose promptly upon its creation to the Company all Intellectual Property and relevant records, which records will remain the sole property of the Company. The Employee further agrees that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer program, original work of authorship, design, formula, discovery, patent or copyright that the Employee does not believe to be an Intellectual Property, but is conceived, developed, reduced to practice by him / her (alone or with others) during the period of employment, shall be promptly disclosed to the Company (such disclosure to be received and kept in confidence).

12. **Third-Party Rights**

The Employee hereby represents and warrants that he / she will not use or integrate any third party materials or data that are not validly licensed to the Company unless previously authorized by his / her reporting officer in the Company. The Employee represents and warrants that he / she has not violated the Intellectual Property Rights of any third party, and covenant that he / she will not violate the Intellectual Property Rights of any third party in the course of his / her employment with the Company. Provided that in the event the Company is held liable for any violation of any Intellectual Property Rights, the Employee undertakes to indemnify the Company or affiliate as the case may be against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

13. **Injunctive Relief**

The Employee understands that in the event of a breach or threatened breach of this Agreement by him / her, the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

14. **Governing Law; Severability**

The Employee understands and agrees that this Assignment Agreement will be governed by, interpreted and enforced in accordance with the laws of India, without regard to or application of choice of law rules or principles. In the event that any provision of this Agreement is found by a court, arbitrator or other tribunal to be illegal, invalid or unenforceable, then such provision shall not be voided, but shall be enforced to the maximum extent permissible under applicable law, and the remainder of this Agreement shall remain in full force and effect.

*[Signature page follows]*

**Signature of Employer**

**For ZIGUAR TECH PRIVATE LIMITED**

**Name: Deepak Kumar Gupta**

**Position: Director**

**Date: 04 February 2022**

**Signature of Employee**

**This is to certify that I have read this Confidentiality and Intellectual Property Assignment Agreement and fully understand all the Terms and Conditions mentioned herein. I hereby accept and agree to abide by the Agreement..**

**Signature: \_\_\_\_\_**

**Name: Abdul Samad Kirmani**

**R/o: Malehra Newada, Banda, U.P.-210001**

**Date: 04 February 2022**

**Annexure 1**

**LIST OF INVENTIONS AND INTELLECTUAL PROPERTY**

The following is a list of Inventions or Intellectual Property or Improvements relevant to the subject matter of my employment with the Company that have been made or conceived or first reduced to practice by me or jointly with others prior to my employment with the Company. I hereby assign an irrevocable and exclusive right to the Company for the following Invention and Intellectual Property under this Employment Invention Assignment and Confidentiality Agreement:

No. of inventions or intellectual property or improvements:

See Below:

NIL

**Signature:** \_\_\_\_\_

**Name: Abdul Samad Kirmani**

**R/o: Malehra Newada, Banda, U.P.-210001**

**Date: 04 February 2022**