



## EMPLOYMENT CONTRACT

<b>Employer</b>	ZRIYA DIGITAL SOLUTIONS PVT LTD Organization number: U72900TN2021PTC143808
<b>Employee</b>	Chandru Shanmugam Passport number: N1764896
<b>Employment Status</b>	Until further notice
<b>Employment period from Position</b>	2022-11-15 System Engineer
<b>Gross Salary</b>	1,50,000 Indian Rupees /month
<b>Overtime</b>	Overtime pay, compensation for work during inconvenient working hours or similar, is not paid.
<b>Working hours</b>	Full time, which is, about 40 hours per week
<b>Vacations</b>	25 working days per year. First year, vacations days will be proportional to the working period. If the Employee takes more paid vacation days than he has right to during the year, the employee must repay overpaid vacations days.
<b>Pension benefit</b>	Social Security Contributions if applicable
<b>Other benefits</b>	Health Insurance, Occupational Insurance, other group Insurance if applicable.
<b>Offsetting consent</b>	If the Employee owes money to the Employer at the end of the employment, this may be set off against the employee's balances with the Employer.
<b>NDA</b>	The Employee commits to not disclose any information that has processed, and information obtained, which is not intended to come to the knowledge of third parties, regarding the Employer, its plans, business and operating conditions and other such trade and business secrets that come to the Employee's knowledge or otherwise disclosed to the Employee, which is strictly confidential. Furthermore, the Employee undertakes not to unauthorized disclosure or use of information and information regarding the Employer customers' business relationships or personal relationships such as their financial

circumstances, family situation, business plans, customers, products, and operations.

Upon termination of employment, the Employee shall immediately submit to the Employer all notes, memorandum, documents, and other available information, regardless of storage medium, regarding the Employer's activities.

This confidentiality agreement applies both during the period of employment and after its termination unless other obligations regarding confidentiality are signed in individual cases with the Employer's customers. In such cases, the terms of these obligations supplement the Employer's confidentiality agreement.

### **Competition and recruitment ban**

It is the Employee's obligation to be loyal to the Employer in all respects during the period of employment. Therefore, during the employment, the employee may not compete with the Employer for his own part or take action with a view to transferring to his own competing business.

During the employment period, the employee may not promote operations that compete with the Employer current or planned operations or take other measures that, from a competition point of view, are likely to cause significant damage to the Employer.

For a period of twelve months from the termination of employment, the Employee does not receive, either directly or indirectly:

(a) persuade or attempt to persuade the Employer's clients/customers to engage another Company/ natural person or transfer or attempt to transfer these to another party unless such agreement is entered into between the Employer and the Employee; or

(b) persuade or attempt to persuade personnel or senior executives employed by the Employer to leave their employment with the Employer. The prohibition only applies in relation to employees who have special professional competence and who were employed or recruited during the time when the Employee was employed by the Employer and with whom the Employee had professional contacts during the employment period.

Point (a) covers all activities carried out in countries where Employer has operations, or which affects Employer's operations in and outside India and Sweden.

### **Damages**

If the Employee intentionally or through gross negligence violates point (a) or point (b) of the competition and recruitment ban or his obligations under "The Employee's personal circumstances" below, the Employee is obliged to each time pay the Employer normal compensation in an amount corresponding to six times the Employee's average monthly income from the Employer.

The Employee's average monthly income is understood to mean the average of the amounts that the Employee has received per month as a fixed salary during the last year of employment. The employer is also

entitled to claim compensation for damage to the extent that the damage exceeds the standard damages. If the Employee's crime is of a continuous nature, each month that the situation or action, which constitutes the crime, continues - despite a notice to that effect from the Employer - shall be considered an individual breach of the Employee's obligations and thus trigger an obligation to pay standard damages in accordance with the above.

#### **Copyright and others**

All intellectual property rights and know-how such as, but not limited to, patents, copyrights and related rights, designs, trademarks and other similar rights as well as documents, inventions (whether or not they are patentable), databases, computer programs, software, designs, technologies, processes, trade secrets and other material (the "Result") which the Employee has made or created or does or creates, himself or together with others, during the employment with the Employer and / or which have been added as a result of the employment shall exclusively belong to the Employer and has been or is hereby transferred to the Employer at that time.

The transfer includes a right for the Employer to freely use the Result in all current and future methods and media throughout the world. The employer also has the right to change, process, transfer, license and otherwise dispose of the Result. The Employee further waives, as far as is legally possible, the Employee's right to be stated in the production of copies of the Result and when the Result is made available to the public. Unless otherwise provided by mandatory law, no special compensation is paid, in addition to salary and other employment benefits in accordance with this employment contract, for the Employee's creation and transfer of the Result. The Employee shall, without further compensation, take all necessary measures and sign all documents that the Employer deems necessary to confirm the transfer of the Result and in connection with the registration of intellectual property rights. This commitment also applies after the Employee's employment has ended. The Employer owns full rights to all data in the Employer's computers and servers, such as e-mail, but undertakes to exercise discretion in connection with personal related data.

#### **Internal regulations**

The employee through signature confirms to the employer that he has no civil/criminal lawsuits current or in history in any country. He further undertakes to make sure he does not in any way use his salary for money laundering or terrorist organisation support. During the assignment period, the employee undertakes to act in accordance with, where applicable, the Employer's internal regulations.

#### **Telephone and Laptop**

Any mobile telephone or phone number, Laptop provided to the employee from employer during his course of employment is a property of the employer. Employee should return it back in good usable condition. Client numbers or any data that might be a result of

employment to the employer shall be returned to the employer and any backups should be erased and deleted. Violation of usage of these data without employers written consent would result in damages as mentioned in the damages section of this letter.

**Processing of personal data** The Employer processes personal data with the utmost discretion and respect. The Employer does not have a wider right to process the data than is regulated by law, government regulations and in agreements between the Employer and the person whose personal data is processed. The employee's personal data may need to be disclosed to authorities and companies to enable administration and comply with statutory requirements for disclosure. Authorities and companies to which information is disclosed include, but are not limited to, clients of the employer, insurance companies, training licensing companies and licensing, partners for payroll and benefits management and the like. Depending on service and tasks, as well as over time, partners vary, which is why the above list is not exhaustive. Information about which parties outside the Employer domain, which the Employee's personal data has been disclosed, can be provided upon request.

The actors to whom the information is disclosed do not have the right to process the Employee's personal data in any other way than what is stated in this report.

If the Employee has notified the Employer that the Employee has a protected identity, the handling of the Employee's personal data shall be agreed separately in consultation with the Employee. Applications for protected identity are made to each authority but must also be notified separately to the Employer's HR department.

In most cases, the disclosure of the Employee's personal data is limited to names, contact details, passport details and social security numbers, which are necessary for record keeping. Sometimes, however, address information, salary information, medical statistics and the like are also provided to third parties.

#### **Employee's personal circumstances**

The Employee may not, without the Employer's written consent, run a business of any kind on his own or anyone else's, as well as to undertake employment or assignments that may adversely affect the Employee's work for the Employer.

#### **Dispute resolution**

Disputes arising from this agreement shall be settled by a general court within the greater Chennai area.