



April 09,2025

Daryl Ho,  
1025 Burlwood Dr,  
San Jose, CA 95120

Dear Daryl Ho,

Photon Infotech, Inc. (the “Company”) is pleased to offer you an unpaid internship. Your internship is subject to the terms and conditions set forth in this letter (the “Agreement”), which override anything said to you during your interview or any other discussions about your internship with Photon.

1. Your internship is with Photon’s **Data and AI/GenAI department**. Your internship will last from **06.16.2025 through 09.19.2025**.
2. You will be interning **working remotely**. We anticipate that your schedule will be **Monday to Friday - 9am to 5pm**, unless otherwise agreed to with Photon.
3. During your internship, you will be shadowing **Shivani Gupta, Vice President - Engineering** in Photon’s **Engineering department** to help you develop skills in the area of **Data and AI/GenAI**.
4. As an intern with Photon, you will not replace or be a substitute for any Photon employee, and you will not be responsible for any Photon employee's job duties or responsibilities. However, your supervisor(s) may ask you to assist with tasks from time to time, such as
  - **Assist in collecting, cleaning, and organizing datasets**
  - **Perform basic data analysis using tools like Python or SQL**
  - **Participate in GenAI experiments (e.g., prompt testing, chatbot tuning)**
  - **Document insights and share learnings with the team**
  - **Learn from experienced mentors in data and AI**
5. **Shivani Gupta, Vice President - Engineering** will supervise you on any assigned tasks and be available to answer any questions you may have about those tasks, as well as questions you may have about the **Data and AI/GenAI** and careers in **Engineering**.
6. We hope that this internship will allow you to observe how **Data and AI/GenAI** is applied in a real-world setting and improve your skills in **coding, data engineering, and performing analysis**.
7. This internship is conditioned upon your agreement to comply with all Photon policies and to sign a confidentiality agreement and other agreements attached to this letter.

**PHOTON INFOTECH, INC.**

4835 Lyndon B Johnson Fwy, Suite 540  
Dallas, TX 75244 – U.S.A  
Tel: 1 (972) 243 3233



8. By signing below, you agree to and acknowledge the terms of this internship, including that the internship is unpaid, that you will not be an employee of Photon during the internship, and that you will not be entitled to a paid position with Photon upon completion of the internship.
9. Applicable Law; Jurisdiction: This Agreement, and all documents attached to it, shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Any action or proceeding arising from or relating to this Agreement shall be brought in the state courts located in Dallas, Texas, and each Party hereby irrevocably consents to the exclusive jurisdiction and venue of such courts.
10. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

All of us at Photon are excited at the prospect of you joining us as an unpaid intern. If you have any questions about the above details, please contact me immediately. If you wish to accept this unpaid internship, please sign below and return this letter agreement by 05/10/2025. I look forward to hearing from you.

This offer of employment is valid through 05/10/2025.

Very truly yours,

---

Renil Kumar E K  
Chief Human Resource Officer

Acceptance of Offer

I have read and understand all the terms of the internship set forth in this letter and I accept each of those terms. I further understand that this letter is Photon Infotech, Inc.'s complete offer to me, and this letter supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to my internship. I have not relied on any agreements or representations, express or implied, that are not set forth expressly in this letter.

---

Daryl Ho

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Date: \_\_\_\_\_

Attachments:

- Attachment 1: Non-Disclosure Agreement
- Attachment 2: Invention Assignment Agreement
- Attachment 3: BGV US Authorization Form Final
- Attachment 4: Non-Solicitation Agreement Final
- Attachment 5: Non-Competition Agreement Final
- Attachment 6: Employment Form Final

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## **Consumer Report / Investigative Consumer Report**

(Including Physical Examination and Substance-Abuse Testing /Drug Testing)

### **Disclosure and Release of Information Authorization**

Through this document, it is being disclosed to me and I understand that a **Consumer Report** or **Investigative Consumer Report** (“Consumer Report”) may be prepared about me as part of my application for employment and/or continued employment.

I authorize **Photon Infotech Inc** to procure a Consumer Report from **USAFact Inc.**, and I authorize **USAFact Inc** (“USA Fact”), a US-based Safe Harbor Certified Consumer Reporting Agency, and its agents, to retrieve necessary information and prepare such Consumer Report. I understand that a Consumer Report may be prepared summarizing information from personnel files, educational institutions, government agencies, companies, corporations, law enforcement agencies at the international, federal, state or county level, relating to my past activities. I authorize these entities to supply any and all information concerning my background. The information received may include, but is not limited to, academic, achievement, attendance, employment, earnings, job performance, professional licensure, litigation, personal history, government watch lists, exclusion lists, fraud databases, credit reports, trace reports, driving records, and criminal and civil history records. The report may include information obtained through personal interviews regarding my character, general reputation, personal characteristics, and mode of living.

I understand a physical examination and/or substance-abuse testing/drug testing may be requirements of the position for which I am applying, or the position I wish to retain. I consent to this examination and/or to this testing and understand I must pass the examination and/or the substance abuse test/drug test as a condition of employment or continued employment. I hereby authorize any physician, laboratory, hospital or medical professional designated by the above- named company to conduct such examination and testing and release the results to authorized representative of, Parkin and/or eScreen, Inc., a Parkin alliance partner. I understand only drug test results will be provided to and reviewed by a Medical Review Officer (MRO) at Parkin and/or eScreen, Inc. and that MRO may discuss the results of the drug test with me and ask about medical information specifically related to these drug test results. I also understand that medical history, medical findings, and the results of the physical examination may be reviewed by a Parkin or eScreen, Inc. medical consultant. I understand that when these reviews are completed, only the drug test result and the final outcome of the physical examination will be provided by Parkin and eScreen, Inc. to the above named company.

I understand that Parkin may transmit my personal information to its agents and information sources as necessary throughout the course of business. I may request a list of designated agents by contacting Parkin at the address listed below. I understand and authorize that some or all of this information about me may be transmitted electronically and, when required, may be transferred across international borders. I understand that supplemental forms and/or authorizations may be required to obtain international information and that host-country and receiving country privacy laws will be observed if information is transferred across international borders.

I may request a copy of any report that is prepared regarding me and “*A Summary of Your Rights under the Fair Credit Reporting Act.*” I may also request the nature and substance of all information about me contained in the files of the consumer-reporting agency. I understand I have the right to inspect those files with reasonable notice during regular business hours and I may be accompanied by one other person. The consumer-reporting agency is required to provide someone to explain the contents of my file. I understand proper identification will be required and I should direct my request to: **USAFact Inc, 6240 Box Springs Blvd., Riverside, CA 92507, USA. Phone 800-547-0263 Ext 2004.** For a copy of Parkin privacy practices, visit <http://www.usafactinc.com>

May your current employer be contacted?

YES

NO

Not Currently Employed

California: Are you employed in, seeking employment in, or a resident of California?

YES

NO

California, Minnesota or Oklahoma: Are you employed in, seeking employment in, or a resident of one of these States?

YES

NO

If YES, do you wish to receive a copy of any Consumer Report of which you are the subject?

YES

NO

**All Other US States:** Please contact Parkin at 888.931.9900 or the address above to request a copy of your consumer report.

**Maine and New York:** You have the right, upon request, to be informed of whether a consumer report about you was requested by the above-named company.

*I authorize the above-named company to procure a Consumer Report about me from Parkin Security Consultants, I hereby certify all the statements and answers set forth are true and complete to the best of my knowledge. I am willing that a photocopy of this authorization be accepted with the same authority as the original; and that if employed by the above-named company this authorization will remain in effect throughout such employment unless prohibited by applicable law or I withdraw my authorization in writing.*

Signature:

SSN:

Date:

**NOTE:** Do not provide the following information until you have read and signed the Disclosure and Release of Information Authorization above. The information requested below is needed to conduct your background investigation and IS NOT considered part of your application. **PLEASE PRINT CLEARLY.**

Last Name		First Name		Middle Name	
Street / Address				City	
State / Province		Country		ZIP / Postal Code	
Driver's License No.		Country / State of License		DOB (spell month)	

List any other COUNTRIES, CITIES, and STATES in which you have lived during the previous 7 years	
List any other LAST NAMES you have used during the previous 7 years	
List any other LAST NAMES under which you received your GED, high school diploma, or other academic credentials.	



**Attachment C**

**Non-Solicitation Agreement**

**THIS AGREEMENT** made as of \_\_\_\_\_ between Photon Infotech, Inc.  
(the “Employer”) and \_\_\_\_\_, residing at \_\_\_\_\_  
(the “Employee”).

**WHEREAS** the Employee and the Employer have entered into or are about to enter into an employment relationship for their mutual benefit;

**AND WHEREAS** as a condition of entering into and/or continuing such employment relationship, the Employer has required that the Employee enter into this Agreement;

**NOW THEREFORE IN CONSIDERATION OF** the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agrees as follows:

1. **Definitions.** Whenever used in this Agreement the word “Affiliate” means any entity a majority of whose voting shares or securities are owned or controlled directly or indirectly by the Employer or the shareholders of the Employer, or whose control is held by the Employer or the shareholders of the Employer.
2. **Non-Solicitation.** The Employee acknowledges that he or she has acquired or will acquire considerable knowledge about, and expertise in, certain areas of the Employer’s business and that he or she will have knowledge of, and contact with, customers and suppliers of the Employer and its Affiliates (as hereafter defined). The Employee further acknowledges that he or she may well be able to utilize such knowledge and expertise, following termination of his or her service with the Employer, to the serious detriment of the Employer in the event that the Employee should solicit business from customers of the Employer or its Affiliates. Accordingly, the Employee agrees that he or she will not, for a period of two (2) years after termination of his or her employment, directly or indirectly, approach, solicit, entice or attempt to approach, solicit or entice any of the other employees of the Employer or its Affiliates to leave the employment of the Employer.
3. **Restrictions Reasonable.** The Employee acknowledges that all restrictions in this Agreement are reasonable in the circumstances and hereby waives all defences to the enforcement thereof by the Employer. In the event that any provisions of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect and the Employee hereby confers upon such court the power to replace such void or invalid provisions with such other enforceable and valid provisions as shall be as near as may be to the original in form and effect.
4. **Irreparable Harm.** The Employee acknowledges that breach by him or her of the terms and conditions of this Agreement may cause irreparable harm to the Employer,

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which may not be compensable by monetary damages. Accordingly, the Employee acknowledges that a breach by it of the terms and conditions of this Agreement shall be sufficient grounds for the granting of an injunction at the suit of the Employer by a court of competent jurisdiction.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Texas, United States of America.

6. **Entire Agreement.** This Agreement is the entire agreement between the Employee and the Employer relating to the subject matter hereof and stands in the place of any previous agreement, whether oral or in writing. The Employee agrees that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.

7. **Successors and Assigns.** This Agreement will ensure to the benefit of the successors and assigns of the Employer.

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

**Photon Infotech Inc.**

**Employee**

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

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

**Renil Kumar E K**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Chief Human Resource Officer

\_\_\_\_\_  
Title

**WITNESSES:**

Signature  
\_\_\_\_\_

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**Attachment D**  
**Invention Assignment Agreement**

THIS INVENTION ASSIGNMENT AGREEMENT (the “Agreement”) is made as of  
(the “Effective Date”) between Photon Infotech, Inc. (the “Company”) and  
(the “Employee”).

In consideration of the Employee’s employment by the Company, which the Employee acknowledges to be good and valuable consideration for Employee’s obligations hereunder, the Company and the Employee hereby agree as follows:

**1. Inventions.**

(a) **Inventions Retained and Licensed.** Employee represents and warrants that Exhibit A contains a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by Employee prior to the start of employment with the Company (collectively referred to as “Prior Inventions”), and that (i) belong to Employee in whole or part, (ii) relate to the Company’s proposed business products or research and development, and (iii) are not assigned to the Company hereunder, or, if Exhibit A is blank, Employee represents and warrants that there are no such Prior Inventions. If in the course of employment with the Company, Employee incorporates into any Company product, process or machine a Prior Invention, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made modify, use and sell such Prior Invention.

(b) **Assignment of Inventions.** Employee agrees to promptly make full written disclosure to the Company, or its designee, and to assign all right, title, and interest in, all discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws (collectively, the “Intellectual Property Rights”), which Employee may solely or jointly conceive or develop or reduce to practice or cause to be conceived or developed or reduced to practice, while employed by the Company (collectively referred to as “Inventions”), except as provided in Section 1(f) below. Employee further acknowledges that all original works of authorship which are made by Employee (solely or jointly with other) within the scope of and during the period of employment with the Company and which are protectible by copyright are “works made for hire,” as that term is defined in the United State Copyright Act. Employee understands and agrees that the decision whether or not to commercialize or market any invention developed by Employee solely or jointly with others is within the Company’s sole discretion and for the Company’s sole benefit and that no royalty will be due to Employee as a result of the Company’s efforts to commercialize or market any such invention.

(c) **Moral Rights.** To the extent any copyrights are assigned under this Section, Employee hereby irrevocably waives in favor of the Company, to the extent permitted by applicable law, any and all claims the Employee may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as “moral right” in relation to all works of authorship to which the assigned copyrights apply.

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(d) **Inventions Assigned to the United States.** Employee agrees to assign to the United States government all right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.

(e) **Maintenance of Records.** Employee agrees to keep and maintain adequate and current written records of all Inventions made by Employee (solely or jointly with others) during the term of employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to, and remain the sole property of, the Company at all times.

(f) **Patent and Copyright Registrations.** Employee agrees to assist the Company, or its designee, at the Company's expense, to (i) apply for, obtain, perfect, and transfer to the Company all Inventions in any jurisdiction in the world; and (ii) maintain, protect, and enforce rights in the Inventions and any copyrights, patents, mask work rights to other intellectual property rights relating thereto in any and all countries. Such assistance includes the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments with the Company shall deem necessary in order to apply for and obtain such rights and in or to assign and convey to the Company, its successors assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents mask work rights or other intellectual property rights relating thereto. Employee further agrees that Employee's obligation to execute, or cause to be executed, any instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of Employee's mental or physical incapacity, or for any other reason, to secure Employee's signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as required above, then Employee hereby irrevocably designates and appoints the Company and its duly authorized offices and agents as Employee's agent and attorney-in-fact, to act for and in Employee's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patents or copyright registrations thereon with the same legal force and efforts as if executed by Employee.

(g) **Exceptions to Assignments.** The Employee understands and acknowledges that the Inventions do not include, and any provision in this Agreement requiring the Employee to assign (or otherwise providing for ownership by the Company of) rights to an Invention does not apply to, any invention that the Employee develops entirely on Employee's own time without using the Company's equipment, supplies, facilities, or trade secret information, except for those Inventions that either (i) relate to the Company's business, or actual or demonstrably anticipated research or development of the Company or (ii) result from any work performed by the Employee for the Company.

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2. **Miscellaneous.**

(a) **Successors and Assigns.** The Agreement will be binding upon Employee's heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

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

(c) **Entire Agreement.** Unless specifically provided herein, this Agreement contains all the understandings and representations between the Employee and the Company pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the offer letter it is attached to and the other attachments to the offer letter, the provisions of this Agreement shall control.

(d) **Modification and Waiver.** No provision of this Agreement may be amended or modified unless the amendment or modification is agreed to in writing and signed by the Employee and by the Company. No waiver by either party of any breach of any condition or provision of this Agreement to be performed by the other party shall be deemed a waiver of any other provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either party in exercising any right, power, or privilege under this Agreement operate as a waiver to preclude any other or further exercise of any right, power, or privilege.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the Effective Date above.

PHOTON INFOTECH, INC.

By:

Name: **Renil Kumar E K**

Title: Chief Human Resource Officer

EMPLOYEE

Signature:

Print Name:

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**Exhibit A**  
**Prior Inventions**

Below is a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by Employee prior to employment with the Company and that (i) belong to Employee in whole or part, (ii) relate to the Company's proposed business products or research and development, and (iii) are not assigned to the Company hereunder.

*Instructions:* Please provide a patent number for all patents or patent applications, and for all other inventions a general description sufficient to distinguish such inventions from your work at the Company.

<b>Type of Property</b> ( <i>e.g.</i> , patent, copyright, etc.)	<b>Description of property</b> ( <i>e.g.</i> , US Patent No., code that performs xyz functions, etc.)

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**Attachment B**  
**Non-Competition Agreement**

**THIS AGREEMENT** made as of \_\_\_\_\_ between Photon Infotech, Inc.  
(the “Employer”) and \_\_\_\_\_ residing at \_\_\_\_\_  
(the “Employee”).

**WHEREAS** the Employee and the Employer have entered into or are about to enter into an employment relationship for their mutual benefit

**AND WHEREAS** as a condition of entering into and/or continuing such employment relationship, the Employer has required that the Employee enter into this Agreement.

**NOW THEREFORE IN CONSIDERATION OF** the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

1. **Definition.** Whenever used in this Agreement the word “Affiliate” means any entity a majority of whose voting shares or securities are owned or controlled directly or indirectly by the Employer or the shareholders of the Employer or whose control is held by the Employer or the shareholders of the Employer.

2. **Non-Competition.** The Employee acknowledges that he or she has acquired or will acquire considerable knowledge about and expertise in, certain areas of the Employer’s business and that he or she will have knowledge of and contact with customers and suppliers of the Employer and its Affiliates (as hereafter defined). The Employee further acknowledges that he or she may will be able to utilize such knowledge and expertise, following termination of his or her service with the Employer, to the serious detriment of the Employer in the event that the Employee should solicit business from customers of the Employer or its affiliates. Accordingly, the Employee agrees that during his or her employment and for a period of two (2) year after termination of his or her employment, the Employee will not in any way

1) Seek employment or consulting assignments or business of any nature from the Employer’s customers or prospective customers.

2) Be associated with or involved, directly or indirectly, with any person, firm, corporation or other entity engaged in any business that solicits business from the Employer’s customers.

3. **Restrictions Reasonable.** The Employee acknowledges that all restrictions in this Agreement are reasonable in the circumstances and hereby waives all defenses to the

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enforcement thereof by the Employer. In the event that any provisions of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions.

shall be and remain in full force and effect and the Employee hereby confers upon such court the power to replace such void or invalid provisions with such other enforceable and valid provisions as shall be as near as may be to the original in form and effect.

4. **Irreparable Harm.** The Employee acknowledges that breach by him or her of the terms and conditions of this Agreement may cause irreparable harm to the Employer, which may not be compensable by monetary damages. Accordingly, the Employee acknowledges that a breach by it of the terms and conditions of this Agreement shall be sufficient grounds for the granting of an injunction at the suit of the Employer by a court of competent jurisdiction.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Texas, United States of America.

6. **Entire Agreement.** This Agreement is the entire agreement between the Employee and the Employer relating to the subject matter hereof and stands in the place of any previous agreement, whether oral or in writing. The Employee agrees that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.

7. **Successors and Assigns.** This Agreement will ensure to the benefit of the successors and assigns of the Employer.

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

**Photon Infotech Inc.**

**Employee**

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

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

**Renil Kumar E K**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Chief Human Resource Officer

Title

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**Attachment A**

**NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT** is made and executed on this \_\_\_\_\_ BETWEEN Photon Infotech Inc., a Nevada corporation, hereinafter referred to as the COMPANY with its principal place of business at 4835 Lyndon B Johnson Fwy, Suite 540, Dallas, TX 75244 and the successors in interest of each of them, of the ONE PART AND \_\_\_\_\_ residing at {{ \*addressA1\_es\_:signer1 }} hereinafter referred to as the EMPLOYEE (which term, unless repugnant to the context, shall mean and include his heirs, legal representatives, assigns, administrators and executors ) of the OTHER PART.

For the purposes of this agreement the masculine gender shall include the feminine gender and the singular shall include the plural.

**WHEREAS** the Employee has been offered employment as in the Company, which has been accepted by him

**AND WHEREAS** in addition to the terms and conditions of employment contained in the appointment order, service conditions, and prevalent applicable rules, the specified special circumstances and conditions hereinafter detailed are inherent in, and to, the nature of employment and duties to be discharged by the Employee.

**AND WHEREAS** the Employee having understood the import, content and consequences of each the aforesaid circumstances, has voluntarily accepted the same, thereby subjecting his employment to such terms and conditions ; and

**AND WHEREAS** it is desirable that such special conditions of service be reduced into writing.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

I) The Employee agrees and accepts that the following declarations / obligations are special and exclusive to the nature of his employment with the Company.

- 1.) that Photon Infotech Inc. is engaged in a continuous program of research, development and production with respect to its business, present and future.
- 2.) that as part of his employment with the Company he is expected to make new contributions and inventions of value to the Company.
- 3.) that such employment creates a relationship of confidence and trust between his and the Company, particularly with regard to information relating to : (i) the business affairs, status of the Company; or ii) to the status and business of any client or customer of the Company; in each case which may be disclosed to him or acquired by him or come his knowledge during such employment.
- 4.) that the company possesses, and will continue to possess, and acquire information that has been created, discovered or developed, or has otherwise become known to the Company (including, without limitation, information created, discovered developed or made known by or to him during the period of or arising out of, his employment with

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the (Company), and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial value in the business in which the Company is engaged (all of the aforementioned information being hereinafter referred to as “Proprietary Information”) and that the term “Proprietary Information” includes trade secrets, processes, formulae, data, know-how, improvements, inventions, techniques, marketing plans, strategies, forecasts, financial status, inputs and customer lists; and

- 5.) that, as the Company conducts its business activities globally, the reasonable restrictive covenants hereinafter contained shall apply to the employee and be enforceable against him an any part of the world, without limitation on territory.

II) The Employee agrees that he has understood the relevance of the aforesaid declarations and has, therefore, voluntarily and unconditionally accepted each of them, In furtherance of such unconditional acceptance, the employee agrees to the following additional of his employment with the Company.

- 1) All Proprietary Information together with relevant and / or connected patents and other corresponding statutory rights shall be the sole property of the Company and its assigns. The employee shall at all times during his employment with the Company, and at all times after conclusion / termination of such employment, keep in confidence and trust all Proprietary information, and shall not disseminate, disclose, sell, use lecture upon or publish, directly or indirectly, any of the Proprietary Information or anything related to or connected with the Proprietary Information without the prior written consent of the Company, except as may be essential in the ordinary course of performing his assigned duties as an employee of the Company.
- 2) During the period of his employment with the Company, the employee shall not directly or indirectly, without the Company’s prior express consent, engage in any employment or activity or business competitive with the Company.
- 3) All documents, data, months, apparatus, equipment and other physical property, whether or not pertaining to Proprietary Information, furnished to him by the Company or that is in his possession of or produced by himself in the course of or in connection with his employment, shall be and remain the sole property of the Company and shall be returned forthwith to the Company as and when called for by the Company. In any event, the employee shall immediately return and deliver to the Company or its authorized representative all such property upon termination or conclusion of his employment, and the employee shall not claim any rights therein, or take with him or retain any such property, or cause reproduction of such property. The employee further agrees that all other property, in addition to the aforesaid, owned by the Company including disks and other storage media, files, and computers, that are used or are available to the Employee during the course of his employment shall be subject to inspection without obstruction or hindrance by Company’s personnel at any time, with or without notice, irrespective of its location. Any failure to return any and all company property is a violation of Company policy and any failure to comply with such policies or to timely return all company property shall result in civil or criminal action.
- 4) The employee agrees that, either during or after termination/conclusion of his employment with the Company, he shall not directly or indirectly encourage

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employees or other employees of the Company or offer incentives of any nature to leave the Company's employment or solicit employment or consulting assignments or business of any nature from the Employer's customers or prospective customers.

- 5) The Employee shall promptly and completely disclose to the Company, or any person designated by it, all improvements, inventions, formulae, processes, techniques, know-how and data, whether or not patentable made or conceived or reduced to practice or learned by him, either alone or jointly with others, during the period of her employment which concern or are related to or connected with the business of the Company, or that may result from tasks assigned to him by the Company, or result from use of premises owned, leased or contracted for the Company (with all said improvements, inventions, formulae, processes, techniques, know-how and data being collectively hereinafter referred to as "Invention"). The employee shall be liable to make such disclosure for one year after termination conclusion of this Agreement with respect to anything that could be classified as "Invention" as hereinbefore defined, if made, conceived, reduced to practice or learned during such period. The Employee specifically agrees that if any application for patent related to or connected with the business of the company or any customer of the company is filed by him, or on his behalf, during the period of one (1) year after the termination conclusion of his employment, the subject matter thereof shall be presumed deemed to have been conceived during his employment with the Company and the provisions of this Agreement shall automatically apply thereto.
- 6) The Employee agrees that all Inventions shall be the sole property of the Company and its assigns. The employee hereby assigns to the Company his rights, if any, to all such inventions. The employee further agrees to assist the Company in every required way (but at Company's expense) to obtain, and from time to time, enforce patents on the Inventions any country and to execute all documents therefore. Such obligation to assist the Company in obtaining and enforcing patents for the Inventions in any country shall continue beyond the conclusion/termination of employment, but the Company shall compensate the employee therefore at a reasonable rate. The employee hereby irrevocable designates and appoints the Company and its duly authorized officers and agents, as his agents and attorneys-in-fact to act for and on behalf and instead of him. To execute and file any application for patents and to do all other lawfully permitted acts to further the prosecution and issuance of patents thereon with the same legal force and effect as if executed by them.
- 7) The Employee declares that the terms of his employment and this Agreement do not and will not breach any previous or existing agreement to keep in confidence the Proprietary Information or similar information acquired by him in confidence or in trust, prior to his employment with the Company. The employee declares that he has not entered into and will not enter into any agreement either written or oral in conflict with this agreement.
- 8) The employee specifically declares and represents that in connection with his employment with the Company he has not brought and shall not bring, with him to the Company or use in the performance of his duties / responsibilities at the Company, any equipment, supplies, facility or trade secret information, proprietary information of any former employer which are not generally available to the public, unless he has obtained written authorization for their possession and use. The employee shall indemnify and

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keep indemnified the Company against all losses/damages/third party claims relating there or arising there from.

- 9) The Employee declares that, in his employment, with the Company and after termination/conclusion of this Agreement, he shall not breach any obligation of confidentiality as herein undertaken by him.
- 10) The Employee agrees that in addition to any other rights and remedies available to the Company for any breach of obligation hereunder, the Company shall be entitled to seek enforcement of his obligations hereunder by Court injunction, in accordance with any law prevalent in the area/territory/country where such breach occurs and/or where the employee resides and/or where this agreement was executed, irrespective of the status of the employee.
- 11) If any provision of this Agreement shall be declared invalid, illegal or unenforceable, such provision shall be severed and all remaining provisions shall continue in full force and effect.
- 12) This agreement shall be effective as of the first date of Employee's Employment.
- 13) This Agreement shall be in addition and supplemental to the appointment order issued by the Company, relevant application rules and prevalent orders and regulations of the Company and the provisions of this Agreement shall be enforceable independently of any provision of such appointment orders, rules or regulations.
- 14) The Employee agrees that disclosure and/or use of Proprietary Information, per se, irrespective of advantage or otherwise accruing to the employee, shall constitute a violation or breach of this agreement and in addition to the injunctive relief hereinbefore stated the Company shall be entitled to recover damages and compensation, including third party claims therefore, from the employee.
- 15) This agreement shall be enforceable against the employee irrespective of the residence or place of work of the employee.
- 16) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Texas, United States of America.

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**IN WITNESS WHEREOF** the parties have signed this agreement on the date, month and year first above written in the presence of the following **WITNESS**:

**Photon Infotech Inc.**

**Employee**

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

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

**Renil Kumar**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Executive Vice President – Engineering

\_\_\_\_\_  
Title

**WITNESSES:**

Signature

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

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## EMPLOYMENT FORM

*This form is part of our personnel record. Please fill in BLOCK LETTERS  
 If a section is not relevant to you, please indicate the same accordingly*

(To be filled by HR)

POSITION/DESIGNATION \_\_\_\_\_ LEVEL \_\_\_\_\_  
 DATE OF JOINING: (MM/DD/YYYY) \_\_\_\_\_ EMP. NO \_\_\_\_\_  
 DEPARTMENT \_\_\_\_\_ AREA \_\_\_\_\_

**FULL NAME IN BLOCK LETTERS:** (Mr. / Mrs. / Ms.)

<b>First Name</b>	<b>Middle Name</b>	<b>Surname / Last Name</b>

<b>Date of Birth (MM/DD/YYYY)</b>

Present Address			
<b>Address 1</b>			
<b>Address 2</b>			
<b>City</b>		<b>Zip Code</b>	
<b>State</b>			
<b>Contact</b>			

Person to be contacted in case of any Emergency			
<b>Name</b>		<b>Relationship</b>	
<b>Address 1</b>			
<b>Zip Code</b>		<b>Contact</b>	

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### PERSONAL DETAILS OF THE EMPLOYEE:

S.No	Particulars	Details
1	Gender (Tick appropriate)	M: <input type="checkbox"/> F: <input type="checkbox"/>
2	Blood Group	
3	<b>Passport Details</b>	
	Passport No	
	Passport - Place of issue	
	Passport - Date of issue	
	Passport - Valid up to	
4	<b>Visa Details:</b>	
	Type of Visa – H1/B1	
	Visa – Date of Issue	
	Visa – Valid up to	
5	Personal Mail ID	

### FAMILY DETAILS OF THE EMPLOYEE (for insurance purpose)

Relation	Name	DOB	Occupation	Contact Number
Spouse				
Child 1				
Child 2				
Dependents (If Any)				



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### ACADEMIC QUALIFICATIONS

	Name of the Course	Nature of Course (Full Time or Correspondence)	Major Subjects / Specialization	Institution	University & Place	% of Marks / CGPA	Month & Year of Passing
School							
Under Graduate							
Graduate							
Post Graduate							
Others (Specify)							

### CAREER SUMMARY

Total Experience Year & Month			Relevant Experience Year & Month			
Name & Address of the Organization (Start from the most recent)	Duration		Designation while leaving	Annual Salary while leaving	Reasons For Leaving	
	From (MM/DD/YYYY)	To (MM/DD/YYYY)				

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**Have you ever been previously interviewed by Photon**    Yes:

No:

**If yes name of the post :**

**Place :**

**Date :**

**References:**

Please provide two references. Preferably provide reference of your previous employment's Immediate Supervisor or HR Manager.

<b>Name</b>	<b>Title / Occupation</b>	<b>Years Known</b>	<b>Mail ID</b>	<b>Tel No</b>

I state that the above facts are true to the best of my knowledge. I understand that PHOTON reserves all rights to terminate my services or cancel the offer made to me in case I am found to have given any false information. I agree to your referring to any of my previous employer and/ or college and I also agree that I will intimate HR immediately on the Criminal/ Civil/ Legal/ Police cases filed on me during my employment with Photon.

**Date:**

**Signature of Employee**

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