

EMPLOYEE AGREEMENT

This Employee Agreement (“Agreement”), dated June 14, 2024 is made between **Asoft Consulting LLC** (hereinafter referred to as “Company”), a corporation organized and existing under the laws of the State of Illinois and having its principal place of business at 4255 Westbrook Drive Unit # 222 Aurora, IL 60504 and Jeevan Kumar Tirumalagiri (hereinafter referred to as “Employee”).

Background

- A. Company is in the business of technology consulting, recruiting and staffing, which business includes among other things, providing the services of information technology professions to Company’s clients.
- B. The Company desires to enter into this Agreement in order to assure itself of the service of Employee, and Employee desires to accept employment with the Company, upon the terms and conditions hereinafter set forth.

Now therefore, in consideration of the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

Section 1: Employment:

The Company hereby agrees to employ Employee, and the Employee hereby accepts employment by the Company, upon the terms and conditions hereinafter set forth. Employees expressly accept placement on projects as Company may assign. This agreement is contingent upon the Company finding adequate placement for the Employee.

Section 2: Employment terms:

Subject to the terms and conditions of this Agreement, the Employee hereby agrees to provide Information Technology Consulting and related services to clients of the Company, for one or more projects. Clients of the Company means any person, firm, corporation or other entity to whom the Employee actually provides directly or indirectly, technology consulting and related services on Company’s behalf or as a representative of the Company during the term of this agreement.

Section 3: Duties:

During the term of employment, employee shall be employed as AI Developer(Python) of the Company and shall perform such duties as are consistent with such positions and as directed by their Immediate Supervisor. Employee shall use his/her best efforts to perform well and faithfully the foregoing duties and responsibilities.

Employee understands that his/her duties under his agreement may require travel or relocation within the United States.

- a. **Status Reporting:** As part of your employment, you are required to provide weekly status reporting on the deliverables and milestones you are working to your immediate supervisor. Failure to provide a status report will have serious consequences.
- b. **Evaluation:** You will be undergoing an annual review for performance. You will also have a project review on an ongoing basis.

Section 4: Compensation:

- a. The Company shall pay Employee as compensation for services hereunder during the term of this Agreement a base salary of **\$ 81,750 per Annum on W2**. Base salary shall be payable in accordance with the Company's payroll practices (Semi-monthly).

Section 5: Termination without cause:

The Company may terminate this employment at-will and that this Agreement does not confer any right of continued employment by the Company, and does not limit in any way the Company's or Employee's right to terminate employment at any time, with or without cause.

Section 6: Termination for Cause:

The Company may terminate the employment of Employee hereunder at any time for Cause (such termination being referred to herein as a "Termination for Cause") by giving Employee written notice of such termination. As used in this Agreement, "Cause" means

- a. Any action by Employee which constitutes dishonesty relating to the Company, a willful violation of law (other than traffic offenses and similar minor offenses) or fraud;
- b. Employee is charged by indictment for, is convicted of or pleads guilty to a felony or other crime;
- c. Misappropriation of the Company's funds or assets by Employee
- d. Willful misconduct by Employee relating to the Company, including, without limitation, willful failure to perform stated duties;
- e. The possession by Employee of an illegal substance or abuse by Employee of a controlled substance or alcohol or a pattern of behavior disruptive to the business operations of the Company.
- f. Failure by Employee to perform Employee's duties and responsibilities to the Company in a competent manner;
- g. Any material violation by Employee of any covenant contained in this Agreement, including covenants related to competition and confidentiality; and
- h. Any other willful misconduct which materially injures the company.

- i. Any engagement in sexual harassment or other pattern of behavior deemed to be offensive by employees, Company management or clients or customers of the Company.

Section 7: Effect of Termination:

Upon the termination of Employee's employment hereunder due to Termination for Cause (as defined in Section 6 above), neither Employee nor his beneficiary or estate shall have any further rights or claims against the Company under this Agreement, except to receive "Earned Compensation" as defined by:

- (i) The unpaid portion, if any, of the Base Salary provided for in Section 4(a), computed on a pro rata basis to the Termination Date (based on the actual number of days elapsed over the year in which such termination occurs),
- (ii) Any earned but unpaid commission due under Section 4 (a) as of the Termination Date,
- (iii) Any unpaid accrued (through the Termination Date) benefits of Employee.

Upon the termination of Employee's employment hereunder due to an Involuntary Termination (as defined in Section 5 above), neither Employee nor his beneficiary or estate shall have any further rights or claims against the Company under this Agreement, except the right to receive the Earned Compensation.

Upon the termination of Employee's employment upon a Termination for cause (as defined in Section 6 above), neither Employee nor his beneficiary or estate shall have any further rights or claims against the Company under this Agreement, except to receive the Earned Compensation.

Section 8: Disclosure of Information:

Employee will not, either during the Term of Employment or at any time thereafter, use, divulge, publish, communicate, furnish or make accessible to anyone any knowledge or information, in any format, with respect to the Company's confidential, secret, or proprietary products, technology, methods, plans, materials, and processes, or with respect to any other confidential, secret or proprietary aspects of the business, activities or products of the Company including, without limitation

- a. Research and development projects or other technical data pertaining to the Company (whether or not subject to patent, trademark or copyright protection) or
- b. Any customer or client lists, telephone leads, prospects lists, sales figures and

forecasts, purchase costs, financial projections, advertising and marketing plans and business strategies and plans; except (i) in connection with Employee performing his duties hereunder and (ii) as such items set forth in clauses (a) and (b) above may already be in the public domain through no fault of Employee (all of the foregoing items set forth in clauses (a) and (b) being referred to herein collectively as “Confidential Property”).

Upon termination of the Term of Employment, Employee shall return to the Company all property (including Confidential Property) of the Company (or any subsidiary or affiliate thereof) then in the possession of Employee and all books, records, computer tapes or discs and all other material containing non-public information concerning the business, clients or affairs of the Company or any subsidiary or affiliate thereof.

Section 9: Restrictive Covenant:

The Company is engaged in the business of Information Technology (the Business) on a worldwide basis and the Employee acknowledges and recognizes the highly competitive nature of the industry in which the Business is involved. Accordingly, in consideration of the premises contained herein and the consideration to be received hereunder, Employee shall not, during the Non-Competition Period (as defined below):

- (i) Directly or indirectly engage, whether or not such engagement shall be as a partner, stockholder, affiliate or other participant, in any Competitive Business (as defined below), or represent in any way any Competitive Business, whether or not such engagement or representation shall be for profit,
- (ii) Interfere with, disrupt or attempt to disrupt the relationship, contractual or otherwise, between the Company and any other person or entity, including, without limitation, any customer, supplier, employee or consultant of the Company,
- (iii) Induce any employee of the Company to terminate his employment with the Company or to engage in any Competitive Business in any manner described in the foregoing clause (i) (as well as an officer or director of any Competitive Business),
- (iv) Affirmatively assist or induce any other person or entity to engage in any Competitive Business in any manner described in the foregoing clause (i) (as well as an officer or director of any Competitive Business). Specifically covered are any persons identified by name or by title in any work order given to the Employee.
- (v) As used herein, “Non-Competition Period” shall mean the period commencing on the Commencement Date and ending on the first anniversary of the Termination Date.

- “Competitive Business” shall mean any business operating in any geographic market in which the Company is currently or actively seeking to operate throughout the world engaged in the Business, or in any other line of business in which the Company, as of the Termination Date, is actively engaged or had a formal plan to enter into within six months following the Termination Date.
- (vi) During and for the term of one year following termination of employment for any reason, Employee will not directly or indirectly hire, solicit or make an offer to any employee of the Company to be employed or perform services outside of the Company, nor solicit for competitive business or employment purposes any direct or indirect customer of the Company with which the Employee has been involved as part of their job responsibilities with the Company. Furthermore, Employee shall not accept an offer of employment with, directly or indirectly, any position providing information technology services to any Client, Vendor or affiliate thereof prior to the expiration of one year from the date of termination.
 - (vii) Employee agrees to pay to Employer the liquidated damages to Employer for the damages to business revenues and the irreparable harm to the Company’s relationships and reputation. The liquidated damages provision contained in this section shall be specific to the Restrictive Covenant provision and be in addition to any other damages that the Company might otherwise be entitled under the terms of this Agreement. This provision covers, but is not limited to persons or entities specifically identified by name or by title in any work order given to the Employee.

Section 10: Inventions, Disclosure:

Any and all writings, inventions, improvements, processes, procedures and/or techniques which the Employee may make, conceive, discover or develop in performance of this Agreement (“Work Product”) shall be deemed works made for hire under the applicable copyright laws, and it is intended that all Work Product shall be the sole and exclusive property of either Company, or the client of the Company. The Employee shall make full disclosure to Company of all such writings, inventions, improvements, processes, procedures regarding such inventions, improvements, processes, procedures and techniques and otherwise aid and assist Company so that Company can prepare and present applications for copyright or letters, patents therefore and can secure such copyright or letters or Patents wherever possible, as well as reissues, renewals, and extensions thereof and can obtain the record title to such copyright or patents so that Company or the client of Company shall be the sole and absolute owner thereof in all countries in which it may desire to have copyright or patent protection. Neither the Employee shall be entitled to any additional or special compensation or reimbursement regarding any and all such writings, inventions, improvements, processes, procedures and techniques. Company reserves the right to assign these rights to any other person or entity when specified in a separate written document.

Section 11: Enforcement, Severability, Etc:

It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to (a) delete there from the portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made or (b) otherwise to render it enforceable in such jurisdiction.

Section 12: Remedies:

Employee acknowledges and understands that the provisions of this Agreement are of a special and unique nature, the loss of which cannot be adequately compensated for in damages by an action at law, and that the breach or threatened breach of the provisions of this Agreement would cause the Company irreparable harm. In the event of a breach or threatened breach by the Employee of the provisions of this Agreement, the Company shall be entitled to an injunction restraining him from such breach. Nothing contained in this Agreement shall be construed as prohibiting the Company from or limiting the Company in pursuing any other remedies available for any breach or threatened breach of this Agreement.

Section 13: Liquidation Damages:

In the event that employee, in contravention of the terms of this Agreement, does not report to work on the effective start date (as indicated in Schedule A), or provides services to Company's client otherwise than through the company, or attempts to do so and damage Company's relationship with its client as a result, the parties agree that actual damages would be exceedingly difficult to ascertain.

Section 14: Binding Agreement:

The provisions of this Agreement will be binding upon, and will insure to the benefit of, the respective heirs, legal representatives, successors and assigns of the parties.

Section 15: Governing Law:

This Agreement will be governed by, construed and enforced in accordance with, the laws of the State of Illinois (without giving effect to principles of conflicts of laws).

Section 16: Waiver of breach:

The waiver of either party of a breach of any provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any other breach.

Section 17: Entire Agreement, Amendments:

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the parties with respect thereto. This agreement may be amended only by an agreement in writing signed by the parties.

Section 18: Headings:

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 19: Counterparts:

This Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Section 20: Representation by Counsel:

Employees have been advised of their right to independent counsel of their own choice and further has been advised by Company's attorney that it is in their best interest to retain counsel. Employees have deliberated upon and considered their respective interests and demands and have concluded that it is desirable and in their best interests to consummate the transactions in this Agreement.

In witness whereof, the parties hereto have executed and delivered this Employment Agreement as of the date first written above:

Asoft Consulting LLC

Employee

Name: **Sreedevi Adaveni**
Designation: President
Date:

Name: **Jeevan Kumar Tirumalagiri**
Designation: AI Developer(Python)
Date: