



INTERNATIONAL  
TECHNOLOGY  
SOLUTIONS, INC.

Skillman, NJ 08558

CORPORATE OFFICE  
190 Tamarack Circle,

Ph: (732) 960 1822 Fax: (732) 985-7920  
Website: [www.itcsolutions.com](http://www.itcsolutions.com)

IN WITNESS WHEREOF, each of the parties has executed this Employment Agreement, in the case of Employer by its duly authorized officer, as of the Effective Date.

**"EMPLOYEE"**

Name: Mr. Manas Jha ,

Signature Manas Kumar Jha

45-9A Saket Nagar  
Bhopal  
BPLAO1008111

**"EMPLOYER"**

IT SOLUTIONS INC.

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

Ranga Gurrala  
President



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and that no other agreement, statement or promises not contained in this Employment Agreement shall be valid or binding on either party.

**8.3 Modifications.** Any modification of this Employment Agreement will be effective only if it is in writing and signed by the party to be charged.

**8.4 Effect of Waiver.** The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Employment Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

**8.5 Gender and Number.** As used herein, wherever the context so requires, the singular number shall include the plural and the masculine gender shall include the female and neuter genders.

**8.6 Paragraph Headings.** The paragraph headings set forth in this Employment Agreement are for the convenience of the parties hereto, and no way define limit or describe the scope or intent of this Employment Agreement and are to be given no legal effect.

**8.7 Relief.** In the event of a breach or threatened breach by Employee of any of the provisions of this Employment Agreement, Employee agrees that Employer, in addition to and not by way of limitation to any other rights, remedies or damages available to Employer, at law or in equity, shall be entitled to a temporary restraining order, a preliminary and permanent injunction in order to prevent or restrain any such breach or threatened breach by Employee alone or in conjunction with others.

**8.8 Adjustment and Adjudication of Dispute.** The parties shall be free to bring all differences of interpretation and disputes arising in connection with this Employment Agreement to the attention of the other at any time without prejudicing their harmonious relationship and operations hereunder, and the good offices and facilities of either party shall be available at all time for the prompt and effective adjustment of any and all such differences, either by mail, telephone, or personal meeting under friendly and courteous circumstances. Any dispute, claim or controversy relating to or arising out of this Employment Agreement which the parties are unable to resolve to their mutual satisfaction shall be fully and finally resolved by binding arbitration conducted by the American Arbitration Association, New Jersey. This employment agreement shall be subject to laws of State of New Jersey. If any provision or term of this Employment Agreement is held to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**Employee's Statement:**

Copy the following sentence in longhand script or manual printing:  
"I am declining healthcare benefits from IT Solutions, Inc."



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- 7.2 **Termination by Employer.** Employer may terminate this Employment Agreement upon giving 15 days prior written notice thereof to Employee. Employer may terminate this Employment Agreement immediately and without prior notice if Employee refuses to or is unable to perform the services or is in breach of any material provision of this Employment Agreement.
- 7.3 **Termination by Employee.** Employee may terminate this Employment Agreement upon giving 30 days prior written notice thereof to Employer, after completing the initial 18 months of contract with IT Solutions Inc. Should your resignation from the company be within 18 months of your joining the company, you will be required to reimburse for all the legal, relocation and other moneys advanced/reimbursed to you or paid for you by IT Solutions Inc. in connection with your joining or relocation, which will be informed to you if the agreement is breached.
- 7.4 **Survival.** Upon termination of this Employment Agreement all rights and duties of the parties toward each other shall cease except:
- (a) that Employer shall be obligated to pay, within thirty (30) days of the effective date of termination, all amounts owing to Employee for services completed and accepted by Employer prior to the termination date; and
  - (b) Sections 2.5, 2.6, 2.7, 2.8 and 8.8 shall survive termination of this Employment Agreement.

#### ARTICLE 8. GENERAL PROVISIONS

- 8.1 **Notices.** Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the address set forth below for Employer and at the address set forth on the signature page hereto for Employee but each party may change that address by written notice in accordance with this Section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

EMPLOYER: International Technology Solutions Inc.,  
190 Tamarack Circle,  
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- 8.2 **Entire Agreement.** This Employment Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Employment Agreement acknowledges that no representation, inducements, promises, or agreements orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein,



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- 4.3 **Tax Withholding.** Employer shall have the right to deduct or withhold from the compensation due Employee hereunder any and all sums required to be withheld by federal, state or local laws taxes now in force or that may be enacted and become law in the future.

#### **ARTICLE 5. EMPLOYMENT BENEFITS**

**5.1      Vacation:**

You will be entitled for leave as per company rules which are enforced from time to time.

- 5.2 **Other Benefits.** Employee shall be entitled to such insurance benefits, including health insurance, disability insurance, and life insurance, but only as such benefits are provided by Employer in accordance with its policies in effect from time to time.

#### **ARTICLE 6. BUSINESS EXPENSES**

**6.1      Reimbursement of Business Expenses.**

- (a) Employer shall promptly reimburse Employee for all reasonable business expenses incurred by Employee in connection with the business of Employer provided such expenses were incurred in accordance with Employer's policies in effect from time to time.
- (b) Each such expenditure shall be reimbursable only if it is of a nature qualifying it as a proper deduction on the federal and state income tax return of Employer, and each such expenditure shall be reimbursable only if Employee furnishes Employer adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of each such expenditure as an income tax deduction.

- 6.2 **Repayment of Disallowed Expenses.** In the event that any expenses paid for directly by Employer for Employee or any reimbursement of expense paid to Employee shall, on audit or other examination of Employer's income tax returns, be determined not to be allowable as a deduction from Employer's gross income, and in the further event that this determination shall be acceded to by Employer or made final by the appropriate federal or state taxing authority or a final judgement of a court of competent jurisdiction, and no appeal is taken from the judgement or the applicable period for filing Notice of Appeal has expired, Employee shall repay to Employer the full amount of the disallowed expenses.

#### **ARTICLE 7. TERMINATION OF EMPLOYMENT**

- 7.1 **At-Will Employment:** Employer and Employee agree that Employee's employment with the Company shall be "at-will" employment and may be terminated at any time with or without cause. No provision of this Employment Agreement shall be construed as conferring upon Employee a right to continue as an employee of the Company.



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commitments for or on behalf of Employer or commit Employer to any expenditure without prior approval from the employer.

**2.3 Devotion to Employer's Business.**

- (a) Employee shall devote his/her entire productive time, ability, and attention to the business of Employer during the Employment Term.
- (b) Employee shall not directly or indirectly render services of a business, commercial or professional nature to other persons or organizations, whether for compensation or otherwise, without the prior written consent of Employer during the Employment Term.

**2.4 Competitive Activities.** During the term of this Employment Agreement, Employee shall not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or any other individual or representative engage or participate in any business that is in competition in any manner whatsoever with the business of Employer or is similar in any manner whatsoever with the business of Employer, and, during the term of this Employment Agreement, Employee shall not directly or indirectly acquire, hold, or retain any interest in any business competing with or similar in nature to the business of Employer.

If you become an employee of IT Solutions Inc.'s client or any company where you are or have provided programming or consulting services, directly or indirectly, you will be liable to pay IT Solutions Inc. a sum of 25% of your Annual Salary.

**2.5 Indemnification for Negligence or Misconduct.** Employee shall indemnify and hold Employer harmless from all liability for loss, damage, or injury to persons or property resulting from the negligence or misconduct of Employee.

**2.6 Trade Secrets.**

- (a) The parties acknowledge and agree that during the Employment Term and in the course of the discharge of duties hereunder, Employee shall have access to, and become acquainted with, information concerning the operation and processes of Employer, including without limitation, financial, personnel, sales, scientific and other information that is owned by Employer and regularly used in the operation of Employer's business, plus information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, processes, technical matters, customer lists, product design, and copyrights that is vital to Employer and that all such information constitutes Employer's trade secrets. Employee specifically agrees not to use, misuse, appropriate, misappropriate or disclose any such trade secrets, directly or indirectly, to any other person or use them in any way during



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the Employment Term and thereafter, except as is required in the course of his employment hereunder.

- (b) All files, records, documents, drawings, specifications, equipment and similar items relating to Employer's business, whether prepared by Employee or others, are and shall remain exclusively the property of Employer and shall be removed from the premises of Employer only with the express prior written consent of Employer.

**2.7 Non-competition.**

- (a) For a period of one year immediately following the end of the Employment Term, Employee shall not directly or indirectly make known to any person, firm or corporation the names or addresses of any of the customers of Employer or any other information pertaining to them, and Employee shall not call on, solicit, take away, or attempt to call on, solicit, or take away any of the customers of Employer with whom Employee became acquainted during his employment with Employer.
- (b) For a period of one year following the end of the Employment Term, for whatever cause, Employee shall not seek employment with or become employed by any of the customers of Employer with whom Employee became acquainted during his employment with Employer.

**2.8 Use of Employee's Name.**

- (a) Employer shall have the right to use the name of Employee as part of the trade name or trademark of Employer if Employer deems it advisable to do so. Any trade name or trade mark, of which the name of Employee is a part that is adopted by Employer during the employment of Employee may be used thereafter by Employer for as long as Employer deems advisable.
- (b) Employee shall not, either during the Employment Term or at any time thereafter, use or permit the use of the Employee's name in the trade name or trade mark of any other enterprise if that other enterprise is engaged in a business similar in any respect to that conducted by Employer, unless that trade name or trade mark clearly indicates that the other enterprise is a separate entity entirely distinct from and not to be confused with Employer and unless that trade name or trade mark excludes any words or symbols stating or suggesting prior or current affiliation or connection by that other enterprise or its employees with Employer.

**2.9 Morality Clause.**

- (a) During the Employment Term, Employee agrees to conduct himself/herself at all times in a professional manner. Employee agrees not to do or commit any act that will reasonably tend to bring Employer into public hatred, contempt, or ridicule, or tend to prejudice Employer or the industry in which Employer operates in any way.



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- (b) Employee acknowledges and agrees that this provision is necessary to protect Employer's goodwill in the community in which Employee represents it and thus to protect the profitability of Employer's business.

### ARTICLE 3. PROPERTY RIGHTS OF THE PARTIES

**3.1 Disclosure.** Employee promises and agrees that he will promptly and fully inform and disclose to Employer all computer program designs, creations, improvements, and discoveries plus any other type of computer-related discoveries that he makes during the Employment Term which pertain or relate to the business of Employer or to any experimental work carried on by Employer, regardless of whether conceived by Employee alone or with the others and regardless of whether conceived during regular working hours or otherwise.

**3.2 Ownership of Work Product.**

- (a) Employee agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, inventions, designs, improvements and discoveries conceived, developed or written by Employee, either individually or jointly in collaboration with others, pursuant to this Employment Agreement, shall belong to and be the sole and exclusive property of Employer.
- (b) Employee further agrees to submit any dispute as to whether any intellectual property was conceived, developed, or written pursuant to this Employment Agreement to a review process pursuant to Employer's rules and policies as may be from time to time adopted.
- (c) Employee agrees that all rights in all intellectual properties prepared by him/her pursuant to this Employment Agreement, including patent rights and copyrights applicable to any of the intellectual properties described in Section 4.02(a) above, shall belong exclusively to Employer, shall constitute "works made for hire," and shall be assigned promptly by Employee to Employer.
- (d) Employee further agrees to assist Employer in obtaining patents on all inventions, designs, improvements, and discoveries that are patentable and copyright registration on all works of creation that are copyrightable, and to execute all documents and do all things necessary to vest Employer with full and exclusive title and to protect against infringement by others.
- (e) Employer agrees that any intellectual property rights derived from Employee's activities or employment prior to the time he entered into an employer-employee relationship with Employer are and shall continue to be the exclusive property of Employee, and Employer disclaims any claim of rights of any nature whatsoever thereto.

### ARTICLE 4. COMPENSATION OF EMPLOYEE



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**4.1 General Description.** Employer shall provide Employee with the compensation, incentives, benefits and business expenses reimbursement only as is specified in this Employment Agreement.

**4.2 Annual Salary.**

(a) As compensation for the services to be performed hereunder, Employee shall receive a salary of \$ 69,826/- pa. The Compensation will be paid proportionately for the duration that you are on Billable Assignment with IT Solution's Clients and will be distributed according to the agreed breakup that includes monthly salary and quarterly bonus. The compensation will be payable in **monthly** installments based on the company payroll practices.

(b) Employee may receive increases in salary and the bonus as may be determined based on the performance appraisal, value of skills etc., by Employer yearly.

(c) Employee is responsible to send his status reports to the Manager HR or any person assigned by the employer from time to time while he is on a project. Based on these work reports his work will be appraised.

(d) The amount and frequency of compensation agreed to be paid by Employer to Employee is fixed and may not be renegotiated by employee during the pendency of any project on which employee is working.

(e) The amount and frequency of compensation paid to employees by IT Solutions Inc., is confidential and may not be discussed by employee with anyone whomsoever, either orally or in writing, other than Employee's attorneys or Employer's staff.

(f) Employer adheres to the policy that employee should at all times feel free to bring to the attention of Employer's corporate officers all differences of interpretation and disputes arising in connection with their agreements with Employer. Employer's corporate officers shall be available at all reasonable times for the prompt and effective adjustment of any and all such differences, either by mail, telephone, or personal meetings under friendly and courteous circumstances.

The Time Sheet and Expense Report for the week is required to be faxed to the head of accounts of Employer Company, NO LATER THAN THE FOLLOWING MONDAY EVENING EVERY WEEK. Employer requires the time sheets to be signed by the appropriate official; if unable to do so, Employee is still required to fax the Time Sheet and Expense Report. Employee may thereafter, have the original signed and mailed together with the original expense receipt. Any delay can hinder Employer's reimbursement claim to Employer's clients and therefore any payment due to the Employee.

(g) Employee's right to compensation shall cease upon the termination of this Employment Agreement.



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### EMPLOYMENT AGREEMENT – EA6242022MJ

International Technology Solutions Inc., a New Jersey based corporation and its clients (hereinafter referred as "Employer"), and "Mr. Manas Jha " hereto (hereinafter referred as "Employee"), in consideration of the mutual promises made herein and effective as of the effective date, agree as follows:

#### **ARTICLE 1. TERM OF EMPLOYMENT**

- 1.1 Specified:** Employer hereby employs Employee and Employee hereby accepts employment with Employer beginning on **October 1<sup>st</sup> 2022 or upon H-1B authorization compliance, whichever is later (the "Effective Date")**.
- 1.2 Automatic Renewal:** This Agreement shall be initially for the period of 3 years and renewed automatically for succeeding terms of 1 year unless either party gives notices to the other at least 30 days prior to the expiration of any term of Employee's intention not to renew.
- 1.3 "Employment Term" Defined:** As used herein, the phrase "Employment Term" refers to the entire period of employment of Employee by Employer hereunder, whether for the periods provided above, or whether terminated earlier as hereinafter provided or extended by mutual agreement between Employer and Employee.

#### **ARTICLE 2. DUTIES AND OBLIGATIONS OF EMPLOYEE**

- 2.1 General Duties.**
  - (a) Employee shall provide to and for Employer and to the satisfaction of Employer the services that may be required by the express and implicit terms of this Employment Agreement in a competent and professional manner and subject at all times to the lawful rules and policies set by Employer.
  - (b) Upon termination of the Employment Term, Employee shall deliver to Employer, and will not keep in possession, recreate, or deliver to anyone else, all property that is in Employee's possession or under Employee's control, which belongs to Employer and also which is related to Employer's business, including , but not limited to keys, records, notes, data memoranda, models and equipment.
- 2.2 Restrictions on Employee.** Employee shall not, without specific prior written consent of Employer, borrow on behalf of Employer, permit any customer of Employer to become indebted to Employer, sell any asset of Employer, enter into or make any agreements or



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June 24, 2022

**Mr. Manas Jha**  
45-9A, Saket Nagar  
Bhopal, BPLAO1008111

**Subject: Letter of Offer of Employment.**

Dear Mr. Jha,

This has reference to your conversations had with us, we are pleased to extend / offer an employment with International Technology Solutions, Inc., as a Selenium QA Developer effective October 1<sup>st</sup> 2022. We welcome you **On Board** with International Technology Solutions, Inc. and look forward for a long term and mutually beneficial relationship.

Please find enclosed **Employment Agreement #EA6242022MJ** along with this Letter of Offer and return one set of original with your acceptance for our records.

We believe with your qualifications, experience and the opportunities available at International Technology Solutions, Inc., you shall find your association with International Technology Solutions, Inc. professionally rewarding. We look forward for the opportunity of working with you and we once again welcome you **ONBOARD** with International Technology Solutions, Inc.

With Best of Regards,

---

**RANGA R. GURRALA**  
President.

Enclosure: Employment Agreement.

**ACCEPTANCE**

I accept this offer and will complete all the necessary documents as required.

Manas Kumar Jha

Manas Jha

Manas