

Employment, Confidential Information, and Invention Assignment Agreement

As a condition of my employment with CureMD Pakistan (Pvt.) Ltd, its subsidiaries, affiliates, successors or assigns (together the "Company"), and in consideration of my further employment with the Company and my receipt of the salary hereafter paid to me by Company and the Company's agreement in Section 2(a)(i), I agree to the following terms and conditions of this Employment, Confidential Information and Invention Assignment Agreement (the "Agreement"):

1. Employment. I UNDERSTAND AND ACKNOWLEDGE THAT THE OFFER FOR EMPLOYMENT WITH THE COMPANY AS "" HEREUNDER IS BASED ON THE REPRESENTATIONS AND INFORMATION PROVIDED BY ME. By signing this Agreement, I agree to the terms and conditions of the Offer Letter, including without limitation, my designation, date of reporting / joining, and the hiring manager in the Company.

2. Confidential Information and Trade Secrets:

(a) Company Information:

(i) The Company agrees that upon the commencement of my employment, it will make available to me Confidential Information / Trade Secrets of the Company that will enable me to optimize the performance of my duties for the Company. In exchange, I agree to use such Confidential Information / Trade Secrets solely for the Company's benefit. Notwithstanding the preceding sentence, I agree that upon the termination of my employment, the Company shall have no obligation to provide or otherwise make available to me any of its Confidential Information / Trade Secrets.

I understand that "Confidential Information" means any Company proprietary information, to the extent that it is not a Trade Secret, which is possessed by or developed for Company or any of its subsidiaries and which relates to the Company's or any of its subsidiaries' existing or potential business or technology, which information is generally not known to the public and which information Company or any of its subsidiaries seeks to protect from disclosure to its existing or potential competitors or others. Such information includes, without limitation, technical data, software or computer programs, codes, technical developments, diagrams, flow charts, specifications, manuals, materials, information stored or developed for use in or with computers, research, product plans, products, services, customer lists, whether existing or potential and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the term of my employment), information generated for client engagements, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information, strategies, existing or proposed bids, costs, existing or proposed research projects, investments, negotiation strategies, training information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment.

I also understand that "Trade Secret" means all information possessed or used by or developed for Company or any of its subsidiaries, including, without limitation, a compilation, program, device, method, system, technique or process, to which the following apply: (i) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and (ii) the information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

(ii) I agree at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use or access, except for the exclusive benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the Company, any Confidential Information or Trade Secret of the Company.

(b) Third Party Information: I recognize that the Company has received and, in the future, will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company which is consistent with the Company's agreement with such third party.

(c) Exceptions: I further understand that Confidential Information does not include: (i) any of the foregoing items which have become publicly known and made generally available through no wrongful act or omission of mine or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof; (ii) is rightfully received by me without obligations of confidentiality; or (iii) is developed independently by me without breach of this Agreement. This section will not be deemed to prohibit any disclosure that is required by law or court order, provided that you have not intentionally taken actions to trigger such required disclosure and, so long as not prohibited by any applicable law or regulation, Company is given reasonable prior notice and an opportunity to contest or minimize such disclosure.

(d) Disposal of Confidential Information / Trade Secrets: Confidential Information / Trade Secrets furnished in tangible form shall not be duplicated by you except for purposes of this Agreement. Upon the request of Company, you shall return all Confidential Information / Trade Secrets received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information / Trade Secrets, within ten (10) days of such request. At your option, any documents or other media developed by you containing Confidential Information / Trade Secrets may be destroyed by yourself. You shall provide a written certificate to Company regarding destruction within ten (10) days thereafter.

3. Inventions:

(a) Inventions Retained and Licensed: I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "Prior Inventions"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. I agree that I will not incorporate, or permit to be incorporated, any Prior Invention owned by me or in which I have an interest into a Company product, process or machine without the Company's prior written consent. Notwithstanding the foregoing sentence, if, in the course of my employment with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, 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 as part of or in connection with such product, process or machine.

(b) Assignment of Inventions: Except as provided in Section 2(e) below, I agree that I will promptly make full written disclosure to the Company, hold in trust for the sole right and benefit of the Company, and assign to the Company, or the Company's designee, all my rights, titles, and interests in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, methods, software, techniques, processes, algorithms, papers, databases, manuals, prototypes, models, plans, specifications, methods, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company whether or not made, created, conceived, or reduced to practice during normal working hours or on the premises of the Company (collectively referred to as "Inventions") and all related patents, patent applications, copyrights, copyright applications, data analysis, trademarks, trademark

applications, mask works and other intellectual property relating to the then present or planned business and development of the Company. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire". I understand and agree that the decision whether or not to commercialize or market any Invention developed by me 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 me as a result of the Company's efforts to commercialize or market any such Invention.

(c) **Maintenance of Records:** I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my 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.

(d) **Patent and Copyright Registrations:** I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including, but not limited to, 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 which the Company shall deem necessary in order to apply for and obtain such rights and in order 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. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such applications, certificates, instruments, and other documents shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any patents (local or foreign) or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my 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 patent or copyright registrations thereon with the same legal force and effect as if executed by me.

(e) **Exception to Assignments:** I understand that the provisions of this Agreement requiring assignment of Inventions to the Company shall not apply to any invention that I have developed entirely on my own time without using the Company's equipment, supplies, facilities, trade secret information or Confidential Information except for those inventions that either (i) relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company or (ii) result from any work that I performed for the Company. I will advise the Company promptly in writing of any inventions that I believe meet the foregoing criteria and not otherwise disclosed on Exhibit A.

4. Conflicting Employment: I agree that, during the term of my employment with the Company, I will devote my full time and efforts to the Company and I will not engage in any other employment, occupation, teaching, study or consulting activity, nor will I engage in any other professional activity without prior written authorization of the Company; failing to do so will be treated as a material breach of this agreement.

5. Returning Company Documents, etc. I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns,

including, but not limited to, those records maintained pursuant to paragraph 3(c). In the event of the termination of my employment, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit B.

6. Notices:

- (a) If I decide to resign during my probation period, I agree to provide the Company with a seven (7) days advance written notice. Should I fail to do so, or fail to complete the notice period, I will compensate the Company with a payment equal to my salary for the aforementioned notice period.
- (b) After completion of my probation period, I agree to give the Company two (2) months' notice of resignation, unless otherwise agreed in the Offer Letter ("Notice Period"). However, if my designation is D09 or above, I agree that the notice period shall extend to three (3) months ("Extended Notice Period"). If I resign without providing the Notice Period or Extended Notice Period, or if I leave before the end of the Notice Period or Extended Notice Period, I will pay the Company an amount equal to my salary for the entire Notice Period or Extended Notice Period.
- (c) During the probation period, the Company can terminate my employment at any time by providing me seven (7) days' notice or payment in lieu of thereof. After the probation period, the Company can terminate my employment at any time by providing notice of termination equivalent to the Notice Period or Extended Notice Period, or payment in lieu of thereof.
- (d) In the event that I leave the employment of the Company, I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

7. Solicitation of Employees: I agree that for a period of thirty six (36) months immediately following the termination of my relationship with the Company for any reason and in any manner, I will not hire any employees of the Company and I will not, either directly or indirectly, solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company, either for myself or for any other person or entity.

8. Interference: I agree that during the course of my employment and for a period of eighteen (18) months immediately following the termination of my relationship with the Company for any reason and in any manner, I will not, either directly or indirectly, interfere with the Company's contracts and relationships, or prospective contracts and relationships, including, but not limited to, the Company's customer or client contracts and relationships.

9. Salary, Probation Period & Benefits Plan, etc.: Upon joining the Company, I will be on probation in which my performance shall be subject to evaluation per the standards set by the Company. Upon successful completion of the probation period, the Company may change my employment status to that of a permanent Employee. During probation I will not be entitled to any perks and benefits provided to full-time permanent employees with similar job designations. The duration of the probation period is in the Offer Letter.

During the first few months of my employment a sum of Rs. 10,000/- will be deducted as a Security Deposit out of the gross salary for the purposes of securing and indemnifying the Company against any and loss and or damage which it might suffer. The deposit will be collected through a low monthly deduction not exceeding 10% of the gross salary. The Security Deposit referred to above will be returned on first week of the second month following the termination of my employment with CureMD provided that the terms and conditions in this Agreement have been complied with.

Subject to the completion of the probation period, I will be entitled to the company benefits as notified by the Company from time to time.

I will be entitled to an initial gross salary as mentioned in the Offer Letter. No additional salary and/or over time will be paid for any extra work done or additional hours spent in the Company. However, achievements-based bonus or interim salary reviews are provided on achieving good exceptional performance to select individuals.

Unless otherwise mentioned in the Offer Letter, my first review will commence after the completion of first twelve months of my employment with the Company (from my date of joining), subsequent reviews will happen upon completion of a one-year continuous employment period after the first review. Any revision in the salary/title will be determined in accordance with the Company HR policies, as applicable and as amended from time to time.

The Company shall have the exclusive right to revise my salary from time to time. Staff salary details are held confidential and subsequently I will not discuss, disclose, divulge, share, inform and/or publish any information in respect thereof to the other employees of the Company including ex-employees or any third person failing to do so will be treated as a material breach of this contract.

However, if I commit any disciplinary violation, malfeasance, misfeasance, nonfeasance, professional misconduct or am found to be involved directly/indirectly in, or beneficiary of, any fraud, misrepresentation, breach of fiduciary duty, breach of trust or violation of the terms and conditions this Agreement or any representation or information given by me is found to be incorrect, the Company may (without prejudice to its rights under law) terminate my services forthwith without any notice or payment of salary and I will also be liable for any and all the losses and damages suffered or incurred by the Company on account of any misdeed or commission of any of the aforesaid act by me.

The Company reserves its absolute right to change my designation or position at work, roles, responsibilities and location as and when it considers appropriate.

The Company may terminate my services at any time, subject to one-month advance notice or salary in lieu thereof. However, for management personal termination of services are subject to two months advance notice or salary in lieu.

10. Non-Compete:

(a) I agree that during the course of my employment and for a period of three (3) years following the termination of my relationship with the Company for any reason, whether with or without good cause or for any or no cause, at the option either of the Company or myself, with or without notice, I will not, without the prior written consent of the Company, (i) serve as a partner, employee, consultant, officer, director, manager, agent, associate, investor, or otherwise for, (ii) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of, or (iii) build, design, finance, acquire, lease, operate, manage, invest in, work or consult for or otherwise affiliate myself with, any business in competition with or otherwise similar to the Company's business. Such companies include, but are not limited to, Allscripts Healthcare Solutions, eClinicalWorks, GE Healthcare, NextGen Healthcare Information Systems, Inc., athenahealth Inc., Cerner Corporation, McKesson Eclipsys, and EpicCare EMR. The foregoing covenant shall cover my activities in every part of the Territory in which I may conduct business during the term of such covenant as set forth above. "Territory" shall mean (i) all provinces of and any other areas within the Islamic Republic of Pakistan and (ii) all other countries of the world.

(b) I also agree that, during the period of my employment and for a period of twenty-four (24) months thereafter, I will not work for a client of the Company without prior written authorization from the Company.

(c) I acknowledge that I will derive significant value from the Company's agreement in Section 2(a)(i) to provide me with that Confidential Information / Trade Secrets of the Company to enable me to perform my duties. I further

acknowledge that my fulfillment of the obligations contained in this Agreement, including, but not limited to, my obligation neither to disclose nor to use the Company's Confidential Information / Trade Secrets other than for the Company's exclusive benefit and my obligation not to compete contained in subsection (a) above, is necessary to protect the Company's Confidential Information / Trade Secrets and, consequently, to preserve the value and goodwill of the Company. I further acknowledge the time, geographic and scope limitations of my obligations under subsection (a) above are reasonable, especially in light of the Company's desire to protect its Confidential Information / Trade Secrets, and that I will not be precluded from gainful employment if I am obligated not to compete with the Company during the period and within the Territory as described above.

(d) The covenants contained in subsection (a) above shall be construed as a series of separate covenants, one for each city, county and state of any geographic area in the Territory. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in subsection (a) above. If, in any judicial proceeding, a court refuses to enforce any of such separate covenants (or any part thereof), then such unenforceable covenant (or such part) shall be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event the provisions of subsection (a) above are deemed to exceed the time, geographic or scope limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, geographic or scope limitations, as the case may be, then permitted by such law.

11. No License: Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information / Trade Secrets. Employee agrees not to use any Confidential / Trade Secrets Information as a basis upon which to develop or have a third party develop a competing or similar product.

12. Representations: I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

13. Arbitration and Equitable Relief:

(a) Arbitration: Except as provided in subsection (b) below, I agree that any dispute, claim or controversy concerning my employment or the termination of my employment or any dispute, claim or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Lahore, in accordance with the Arbitration Act, 1940 and or any other rules then in effect. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The Company and I shall each pay one-half of the costs and expenses of such arbitration, and each of us shall separately pay our individual counsel fees and expenses.

(b) Remedies: I agree that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants set forth in Sections 2, 3, 4, 5, 7 and, 10 herein. Accordingly, I agree that if I breach any of such Sections, the Company will have available, in addition to any other right or remedy available, the right to recover monetary and/or punitive damages to extent permitted by law and the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. I further agree that no bond or other security shall be required in obtaining such equitable relief and I hereby consent to the issuance of such injunction and to the ordering of specific performance.

14. General Provisions:

(a) Governing Law; Consent to Personal Jurisdiction: THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN. I HEREBY EXPRESSLY CONSENT TO THE PERSONAL JURISDICTION OF THE COURTS LOCATED IN LAHORE WHICH SHALL HAVE EXCLUSIVE JURISDICTION TO ADJUDICATE UPON ANY CLAIM OR DISPUTE ARISING FROM OR RELATING TO THIS AGREEMENT.

(b) Entire Agreement: This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and supersedes all prior discussions between us. The Company reserves the right to modify/change the terms and conditions of employment from time to time, as it deems necessary. Any modification / change to my duties, salary or compensation will not affect the validity or scope of this Agreement. Except as otherwise stated herein, no modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing duly signed by both parties.

(c) No Implied Waiver: Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

(d) Severability: If one or more of the provisions in this Agreement are deemed void by law, including, but not limited to, the covenant not to compete in Section 10, then the remaining provisions will continue in full force and effect.

(e) Successors and Assigns: This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

(f) No Assignment: Employee may not assign this Agreement or any interest herein without Company's express prior written consent.

(g) Construction: The language used in this Agreement will be deemed the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against either party.

(h) Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be enforceable, and all of which together shall constitute one agreement.

15. I acknowledge and agree to each of the following items:

(a) I am executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else; and

(b) I have carefully read this Agreement. I have asked any questions needed for me to understand the terms, consequences and binding effect of this Agreement and fully understand them; and

(c) I sought the advice of an attorney of my choice if I wanted to before signing this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first set forth below; provided, however, that the Company executed this Agreement solely for the purpose of entering into the covenants contained in Section 2(a)(i).

Employee's Signature

Name:

Date:

Company Representative's Signature

Name:

Mansoor Murad

Title:

Manager Legal

Date:

09/30/2024

EXHIBIT B

CureMD Pakistan

TERMINATION CERTIFICATION

I certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to CureMD Pakistan (Pvt.) Limited, its subsidiaries, affiliates, successors or assigns (together, the "Company").

I further certify that I have complied with all the terms of the Company's Employment, Confidential Information and Invention Assignment signed by me, including, but not limited to, the reporting of any Inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement.

I confirm my agreements contained in Section 2 (Confidential Information / Trade Secrets), Section 7 (Solicitation of Employees), Section 8 (Interference) and Section 10 (Covenant Not to Compete) of the Employment, Confidential Information and Invention Assignment.