

April 01, 2019

Abdul Rahman

Faisalabad



Dear *Abdul*,

I am pleased to confirm our verbal offer of employment to you for a **regular full-time** position with **Technercia Solutions** as **Junior WordPress Developer**, effective till **April 01, 2020**. As discussed, this offer is conditional upon completion of satisfactory references that could include, but is not necessarily limited to, a review of past employment and education records.

The details of our offer, including the terms and conditions of your employment, are attached as Schedule "A".

Please take the time to carefully review our offer. This letter, along with the enclosed schedules, outlines the obligations of **Technercia Solutions** and yourself with respect to your employment conditions. It details the terms and conditions of your employment with **Technercia Solutions**, and will form our agreed upon employment contract with you once signed.

Accepting employment will be conditional upon agreeing to and signing the attached copy of this letter and the attached Schedule(s), initialing each page in the right-hand corner, and returning it to me upon your earliest convenience, but prior to your first day of employment.

Abdul, we look forward to welcoming you to the **Technercia Solutions** team and wish you a successful and rewarding career with us.

Sincerely,

Shafiq Ahmed

Founder and CEO

Technercia Solutions

Usama Sarwar

Founder and CEO

Technercia Solutions

I, *Abdul Rahman*, acknowledge that I have read, understood and accept this offer and the terms and conditions contained in the attached Schedule(s), and agree to be bound by the terms and conditions of employment as outlined therein.

Signature

Date

Schedule A
TECHNERCIA SOLUTIONS
Terms and Conditions of Employment

The following outlines the terms and conditions of employment with ***Technercia Solutions***. The Technercia Solutions reserves the right to change these terms and conditions as necessary, with due notice.

Title	<i>Junior WordPress Developer</i>
Initial Reporting Relationship	<i>Waleed Akram, General Manager</i>
Responsibilities	A copy of your position description is attached as Schedule “B.” While employed by the Technercia Solutions, you agree to work on a full-time basis exclusively for the Technercia Solutions.
Salary	<i>Technercia Solutions follow “PPP” (Pay per Project)</i> 60% of total project cost (as Junior Employee) 80% of total project cost (as Senior Employee)
Status	<i>Full-time</i>
Start Date	<i>April 01, 2019</i>
End Date	<i>April 01, 2020 (Fixed term only)</i>
Hours of Work	The Technercia Solutions’ core hours of operation are Monday to Saturday. Employees are expected to complete at least one project per week.

Payroll Schedule	Your salary will be paid to you on a <i>monthly</i> basis, less required deductions, (<i>through direct deposit</i>).
Vacation	You will be entitled to <i>12</i> weeks of vacation annually. OR You will accrue vacation at a rate of <i>7</i> days per month. Any further increase is subject to policy. Vacation is to be taken at such time as is determined by or acceptable to the Technercia Solutions.
Benefits	You shall be entitled to participate in all benefit plans of <i>Technercia Solutions</i> as may be made available to employees of <i>Technercia Solutions</i> from time to time for which you are eligible. You will receive complete details of all benefits plans as part of your new employee orientation, and enrollment will take place (<i>immediately</i>) OR (<i>once you meet the eligibility criteria</i>).
Annual Dinner	Technercia Solutions is a Hybrid Software House. That's why there would be annual dinner probably on January 01 of every year. Participation of each employee is mandatory. However, Foreign Employee may or may not join.
Probationary Period	To assess your fit within <i>Technercia Solutions</i> , the first two (2) months of your employment will constitute a probationary period. At any time during this probationary period, <i>Technercia Solutions</i> may terminate your employment without cause and without advance notice or pay in lieu of notice. If this occurs, we would have no further obligation to you, financial or otherwise.
Policies and Standards	<i>Technercia Solutions</i> has established a variety of policies and standards that ensure a safe, enjoyable working environment. During the period of your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the Technercia Solutions. It is agreed that the introduction and administration of

	these policies is within the sole discretion of <i>Technercia Solutions</i> and that these policies do not form a part of this Agreement. It is agreed that if <i>Technercia Solutions</i> introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement.
Confidentiality and Intellectual Property	Our offer of employment is conditional upon you agreeing to and abiding by the “ Confidentiality and Proprietary Information Agreement. ” Attached Schedule “C.”
Non-Solicitation	You hereby agree that, while you are employed by <i>Technercia Solutions</i> and for one (1) year following the termination of your employment with <i>Technercia Solutions</i> , you will not (I) recruit, attempt to recruit or directly or indirectly participate in the recruitment of, any <i>Technercia Solutions</i> employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of <i>Technercia Solutions</i> in a manner that conflicts with or interferes in the business of <i>Technercia Solutions</i> as conducted with such customer or supplier.
Representation	You hereby represent and warrant to <i>Technercia Solutions</i> that you are not party to any written or oral agreement with any third party that would restrict your ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform your obligations hereunder and that you will not, by joining <i>Technercia Solutions</i> , breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party.

Changes to Duties and/or Compensation	If your duties or compensation should change during the course of your employment with <i>Technercia Solutions</i> , the validity of our agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
Resignation	Should you wish to resign your employment with <i>Technercia Solutions</i> , you will be required to provide Number (4) weeks' written notice to enable us transition your work.
Termination	<p><i>Technercia Solutions</i> may terminate your employment at any time for cause.</p> <p>After the end of your probationary period, <i>Technercia Solutions</i> may terminate your employment without cause at any time by providing you with the minimum notice, or pay in lieu of such notice, and any severance pay required by the <i>Employment Standards Act, 2000</i> and no more.</p> <p>In the event a temporary layoff is ever required, it may be implemented in accordance with the requirements of the <i>Employment Standards Act, 2000</i>.</p>
Legal Advice	If you are uncertain about the contents of this offer, we suggest that it may be advisable to seek independent legal advice prior to signing.

Schedule B

Job Description

Web Developer Job Responsibilities:

The role is responsible for designing, coding and modifying websites, from layout to function and according to a client's specifications. Strive to create visually appealing sites that feature user-friendly design and clear navigation.

Web Developer Job Duties:

- Regular exposure to business stakeholders and executive management, as well as the authority and scope to apply your expertise to many interesting technical problems.
- Candidate must have a strong understanding of UI, cross-browser compatibility, general web functions and standards.
- The position requires constant communication with colleagues.
- Experience in planning and delivering software platforms used across multiple products and organizational units.
- Deep expertise and hands on experience with Web Applications and programming languages such as HTML, CSS, JavaScript, JQuery and API's.
- Deep functional knowledge or hands on design experience with Web Services (REST, SOAP, etc.) is needed to be successful in this position.
- Strong grasp of security principles and how they apply to E-Commerce applications.

Web Developer Skills and Qualifications:

JavaScript, JQuery, HTML, HTML5, CSS, CSS3, Web Programming Skills, E-Commerce, Teamwork, Verbal Communication, cross-browser compatibility, Web User Interface Design (UI), Security Principles, Object-Oriented Design, Web Services (REST/SOAP), Multimedia Content Development, API's

Schedule C

Employee Covenants

Confidentiality and Proprietary Information Agreement

In consideration of employment as an employee or engagement as an independent contractor with *Technercia Solutions* (the “**Technercia Solutions**”), the undersigned (the “**Participant**”) agrees and covenants as follows:

1. Employment with the Technercia Solutions as an employee or engagement with the Technercia Solutions as an independent contractor, as the case may be (the “**Engagement**”), will give the Participant access to proprietary and confidential information belonging to the Technercia Solutions, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as “**Confidential Information**”). Confidential Information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software and know-how. All Confidential Information remains the confidential and proprietary information of the Technercia Solutions.
2. As referred to herein, the “**Business of the Technercia Solutions**” shall relate to the business of the Technercia Solutions as the same is determined by the Board of Directors of the Technercia Solutions from time to time.
3. The Participant may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Technercia Solutions, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as “**Proprietary Property**”). The Technercia Solutions shall exclusively own all Proprietary Property which the Participant conceives, develops or contributes to in the course

of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. For greater certainty, the Participant hereby assigns to the Technercia Solutions any and all rights that the Participant may have or obtain in or to the Proprietary Property. Material or information conceived, developed or contributed to by the Participant outside work hours on the Technercia Solutions' premises or through the use of the Technercia Solutions' property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the Technercia Solutions. The Participant shall keep full and accurate records accessible at all times to the Technercia Solutions relating to all Proprietary Property and shall promptly disclose and deliver to the Technercia Solutions all Proprietary Property.

4. The Participant shall, both during and after the Engagement, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the Technercia Solutions. The Participant may, however, use or disclose Confidential Information which:
 - (i) is or becomes public other than through a breach of this Agreement;
 - (ii) is known to the Participant prior to the date of this Agreement and with respect to which the Participant does not have any obligation of confidentiality; or
 - (iii) is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Participant informs the Technercia Solutions of such requirement in sufficient time to allow the Technercia Solutions to avoid such disclosure by the Participant.

The Participant shall return or destroy, as directed by the Technercia Solutions, Confidential Information and Proprietary Property to the Technercia Solutions upon request by the Technercia Solutions at any time. The Participant shall certify,

by way of affidavit or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable.

5. The Participant covenants and agrees not to make any unauthorized use whatsoever of or to bring onto the Technercia Solutions' premises for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Engagement. The Participant agrees and represents that the Engagement and the execution of this Agreement do not and will not breach any agreement to which the Participant is currently a party or which currently applies to the Participant.
6. At the reasonable request and at the sole expense of the Technercia Solutions, the Participant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Technercia Solutions' ownership of the Proprietary Property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the Technercia Solutions written assignments of all rights to the Technercia Solutions and any other documents required to enable the Technercia Solutions to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the Technercia Solutions considers advisable anywhere in the world.
7. The Participant hereby irrevocably and unconditionally waives all moral rights the Participant may now or in the future have in any Proprietary Property.
8. The Participant agrees that the Participant will, if requested from time to time by the Technercia Solutions, execute such further reasonable agreements as to confidentiality and proprietary rights as the Technercia Solutions' customers or suppliers reasonably required to protect Confidential Information or Proprietary Property.
9. Regardless of any changes in position, salary or otherwise, including, without limitation, termination of the Engagement, unless otherwise stipulated pursuant to the terms hereof, the Participant will continue to be subject to each of the terms and

conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.

10. The Participant agrees that the Participant's sole and exclusive remedy for any breach of this Agreement or any other agreement by the Technercia Solutions will be limited to monetary damages and that the Participant will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.
11. The Participant acknowledges that the services provided by the Participant to the Technercia Solutions are unique. The Participant further agrees that irreparable harm will be suffered by the Technercia Solutions in the event of the Participant's breach or threatened breach of any of his or her obligations under this Agreement, and that the Technercia Solutions will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Participant from engaging in or continuing any such breach hereof. Any claims asserted by the Participant against the Technercia Solutions shall not constitute a defense in any injunction action, application or motion brought against the Participant by the Technercia Solutions.
12. This Agreement is governed by the laws of the Province of Ontario and the Participant agrees to the non-exclusive jurisdiction of the courts of the Province of Ontario in relation to this Agreement.
13. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.

IN WITNESS WHEREOF the Technercia Solutions has caused this Agreement to be executed as of the 31 day of March, 2019.

Signed in the presence of:

PARTICIPANT

Name:

WITNESS to PARTICIPANT

Name: