

EMPLOYMENT AGREEMENT

This Employment Agreement is executed on **22 Nov, 2023** at Hyderabad, Telangana (India) by and between:

Tezo Digital Pvt Ltd (formerly known as Technovert Solutions Pvt. Ltd), a Company incorporated in accordance with the provisions of the [Indian] Companies Act 1956 with its registered office at **Plot No.283/a, Incor 9,5th floor, Kavuri Hills, Madhapur, Hyderabad -500033** (hereinafter referred to as **“Tezo”, “Company” or “The Company”**, which term shall unless repugnant or contrary to the meaning and context thereof include the company, its nominees, successors and permitted assigns);

And

Rajeev Zinnabathini S/O Zinnabathuni Purna Chandra Paul, residing at **1-9-8/1/1, Flat No: 402, C-Block, Girisikhara Plaza, Beside SBI Building, VST Road, Ramnagar., , Hyderabad, Telangana, 500020** (Hereinafter referred to as **“You”, “Your”, “Employee” or “the Employee”** which expression shall, unless it is repugnant to the context or meaning thereof, deem to mean and include the person, his/her legal heirs, and representatives).

Whereas:

1. Tezo is a Company that provides information technology services & products to its customers through its facilities at various locations in India and Abroad.
2. Employee has applied for employment at Tezo and has been selected for the same after a reasonable assessment.
3. Employee hereby agrees to abide by all the Employment Terms and Conditions and the Non-Disclosure Agreement detailed below.

Employment Terms and Conditions

1. Effective Date

This agreement shall be deemed effective from **22 Nov, 2023**.

2. Salary, Payments

The Company shall pay the Employee their salary due, based on their Salary Structure in their Appointment Letter, typically on the last day of the calendar month or before 5th of the following month taking into consideration their attendance and leaves and in accordance with the Company Policies.

The Company shall pay the Employee any reimbursements, bonuses, etc. based on their eligibility and in accordance with the Company Policies.

3. Confidentiality and Non-Disclosure

- a. “Confidential Information” means, with respect to the information disclosed by the Company to the Employee under the terms hereof,

(i) Information received by either Party from third parties under the terms of confidentiality that are no more restrictive than the terms elsewhere expressed herein, and

(ii) Any confidential or proprietary information of the Company, whether or not marked or otherwise designated as confidential including, without limitation, information that is not generally known or readily ascertainable outside the Company regarding new products, commercial plans, finances, data, processes, designs, sketches, photographs, plans, findings, inventions, ideas, marketing, vendors, services, technology, research testing, and know-how

b. The Employee agrees that:

(i) Employee shall hold the Confidential Information in confidence and shall not disclose such Confidential Information to any third parties

(ii) Upon request, Employee shall return all Confidential Information and all copies (whether paper or electronic or otherwise) of the Confidential Information to the Company.

4. Ownership

The company will have the ownership of all materials and all work that you author, create, design, conceptualize, program, documents, reports, and ideas developed while on employment with the Company either alone or with others, unless you receive a written approval of exclusion before such work is generated. Such work will be treated as an exclusive property of the Company and you will return to the Company, all the material in your possession or control on cessation of employment. Any use of such proprietary information outside of the company or after employment without the Company's knowledge will be treated as Material Breach.

5. Intellectual Property Rights

Employee hereby irrevocably, in perpetuity, assigns all Intellectual Property Rights including copyrights to any code knowledge artifacts (including but not limited to software architecture, process designs, presentations, training materials), creative artefacts (including but not limited to images, animations, logos, icons, etc.), know-how, trade secrets, patents, documents, reports, ideas, trademarks that they worked on during their employment at the Company to the Company and the Company accepts such assignment. The Employee agrees that the Company shall, at its own discretion, have all rights to exploit and shall exploit such Intellectual Property across all geographies and shall be the sole benefactor of such exploitation.

6. Conflict of Interest

Your position with the company calls for whole-time employment and you will devote yourself exclusively to the business of the company. You will not take up any other work for the remuneration (part-time or otherwise) or work in an advisory capacity or be interested directly or indirectly (except as a shareholder or debenture holder) in any other trade or business that is into software development or IT services, during your employment with the company, without written permission from the company.

7. Non-Solicitation

During the period of employment, you will not directly or indirectly influence, induce or try to hire any employee or contractor of the company to work for you or any other person or organization you know of. Further, you shall not solicit or persuade any clients, customers, or any of their affiliates to cease doing business with the company or to reduce the amount of business that such customers and clients would normally do with the Company, during the aforementioned term.

8. Non-Competition

During the period of employment, you shall not directly or indirectly provide any consulting services or join as a full-time employee with any organization working on similar products or offering similar services as the Company without prior approval of the Company.

9. Probation Period and Confirmation.

You will be deemed to be on probation in the services of the Company until confirmed in writing. The initial period of the probation is **Three months (3 Months)** from your date of joining. The duration may be extended by the management at its discretion. (Up to a maximum of 3 months).

10. Assignments/ Transfer/ Deputation

You will be engaged for a specific assignment/position considering various factors including the best utilization of your capabilities. The Company reserves the right to send you on training/ deputation/ transfer/ lend assignments to sister companies, associate companies, or place of customer anywhere in India or abroad as the new assignment might demand. You shall only at the request of the company, enter into a direct agreement with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

11. Statement of Facts

It must be specifically understood that this offer is made based on your proficiency in the Technical / Professional skills you have declared to possess as per the application and on the ability to handle any assignment/job independently anywhere in India or Overseas. In case, at a later date, any of your statements or particulars furnished are found to be false or misleading, this shall constitute Material Breach and the Company shall have all the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

12. Work Schedule

We have 5-day work week and although flexible with timings, typical work hours are 10:30 AM to 7:30 PM. Employees are expected to spend a minimum of at least 8 effective work hours per day. Employees are eligible for leaves and holidays. An annual holiday calendar will be provided at the beginning of each year or at the time of joining.

Process timings, shift timings, holiday schedule and process off could vary based on the work assignments and can be changed without any prior intimation, as per the Company's needs.

13. Termination of Employment Agreement

It is also understood and agreed upon confirmation of your services that:

- a. Either party (Company or Confirmed Employee) can initiate termination of this Employment Agreement by giving a written notice (on paper or in email) with a minimum notice period of 60 days. Either party can accelerate/reduce the notice period by compensating the other party with the pay in lieu of notice on a pro-rata basis, which is solely at the discretion of the Company.
- b. An employee governed by this agreement and who has completed the Commitment period defined in clause 13 can exercise the option under the clause 16. If in the commitment period, clause 15 shall apply.
- c. Notwithstanding anything to the contrary contained herein, misconduct on your part will be treated as Material Breach and the Company can terminate your services immediately without any notice or pay in lieu thereof. Such an act can be deemed as a breach of agreement and actions accordingly can be initiated.
- d. Employees shall be deemed to be "**Absconding**" if the Employee remains absent for more than 3 (three) consecutive days without prior necessary approval from reporting manager and/or any such authority as per policy. It will be presumed that he/she is not interested in working for the Company and has willfully abandoned himself/herself. Such abandonment will warrant initiation of the absconding process as per the Company's policy and shall lead to your employment termination with immediate effect. If in the commitment period, Breach of Agreement proceedings will be initiated.
- e. In all such cases, the Company is not required to provide, and the employee is not entitled to receive a full and final settlement and other dues, which shall be waived off (including relieving letters, experience/reference letters, any leave encashment, any overdue salary, etc.).
- f. Upon Termination of the Agreement for any reason herein, Sections 3-8 shall be deemed to be in force.

14. Authorization & Access

Access to our network development environment is through an individual's password. For security reasons, it is essential to maintain the confidentiality of the same, change passwords periodically along with access control swipe cards. If the password is forgotten, the Networking & Communication Group is to be contacted to reset and allow you to use a new password.

15. Code of Conduct

Standards are set not to restrict the rights of any individual but to protect the privileges enjoyed by many employees of the Company. The rules of the conduct outlined in this section are not exhaustive; however, they represent the types of conduct that cannot be permitted in an efficient and harmonious business Organization. As a general rule, the following actions are not permitted in the Company premises.

- Discourtesy toward others (i.e., failure to work harmoniously with coworkers or serve the public with courtesy)
- Gambling while at work.
- Hindering or limiting normal operations or interfering with another employee's work.
- Illegal conduct or conduct damaging the organization's public relations.
- Neglect of duty, or unsatisfactory performance of the assigned job duties.
- Failure or refusal to comply with a supervisor's or responsible administrator's instructions unless the instructions are illegal or endanger the employee's health or safety.
- Committing or threatening to commit physical or verbal abuse of others.
- Unlawful or unauthorized use, carrying, or possession of potentially dangerous objects or substances in the organization's premises.
- Failure to maintain prescribed records/standards.
- Concealing, falsifying, altering, misusing, or removing records.
- Theft of property.
- Misuse, or negligent use, of organization's property and/or resources, including, but not limited to, employees, facilities, mail, supplies, equipment, or telephones.
- Smoking inside the office premises, including conference rooms, restrooms, lobbies stairways, official cabs, etc.
- Consumption of alcohol in the office premises or being in the premises of the office under the influence of alcohol.

16. Material Breach

Violation of any terms in this Agreement by either Party shall be deemed to be a Material Breach. Party shall inform the Party in breach of the same in writing. In case the party in breach does not rectify or cannot rectify the same, the other party shall be entitled to Terminate the Agreement.

Without any prejudice to the right to terminate the Employee and other remedies available to the Company under applicable laws, in such an event of a material breach by the Employee, the Employee shall be liable to indemnify the Company from all expenses, costs, damages, and loss, of whatsoever nature may it be, and pay the same to the Company within a period of three (3) days from the date of receipt of notice of such material breach.

17. Non-Disparagement and Media Interaction

The Employee shall not disparage the Company or its Affiliates at any time whether during or after the termination of Employee's employment with the Company. The Employee shall not interact with the media in relation to company or Company related vital information, without prior consent of the Company authorities. The Employee further agrees that he/she will not make or publish any derogatory or disparaging statement about the Company or any of its Affiliates, spread any rumor, or file malicious complaint against the company, which is intended to, or which may be reasonably expected to damage or lower the Company's or its Affiliates' reputation or bring them into disrepute or ridicule.

18. Others

- a. Company shall publish Company Policies from time to time and it is the responsibility of the Employee to be aware of the Company Policies evolve periodically and shall cover all aspects of the company's functioning including Leaves, Attendance, Reimbursements, Travel, Deputations, Promotions, Performance Management, etc.
- b. The normal age of retirement shall be 58 years and accordingly, it is a condition of employment that you will automatically retire on attaining the age of 58 years.
- c. Upon termination/cessation of your employment, you shall return to the Company, on your last working day, all the papers, documents, programs, and formulae relating to business and the Company assets that may be in your possession at that time and will not retain any copies or extracts thereof. If you fail to return the aforementioned to the Company, the Company shall reserve the right to keep on hold your full and final settlement money till you abide by the same and shall also reserve the right to penalize you for such disregard to the Company policy.
- d. The above terms and conditions are based on Company Policies, procedures and other rules currently applicable in India as well as Overseas and are subjected to amendments and adjustments from time to time. In all service matters, including those not specifically covered here such as Traveling, Leave, Retirement, Code of Conduct, etc., you will be governed by the rules of the Company as shall be in force at that time.
- e. You are required to have a valid passport. In case you don't have one, please apply immediately to obtain one at the earliest.
- f. The terms of this Agreement are contractual and not a mere recital. No modification of this Agreement shall be binding upon either Party unless reduced to writing and signed by both the parties.

ACKNOWLEDGEMENT

This is to certify that I have gone through and understood all the terms and conditions mentioned in the Employment Agreement and I hereby accept and agree to abide by them.

Full Name: Rajeev Zinnabathini

Address: 1-9-8/1/1, Flat No: 402, C-Block, Girisikhara Plaza, Beside SBI Building, VST Road, Ramnagar., , Hyderabad, Telangana, 500020.

Signature:



Date: 22 Nov, 2023

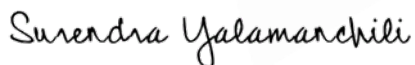
Place: Hyderabad, Telangana, India

For Tezo:

Surendra Yalamanchili

Operations Manager

Signature:





Date: 22 Nov, 2023

Place: Hyderabad, Telangana, India