

Date: October 13, 2024

Mr. Omair Khalid,

Dear Omair,

On behalf of **HiQuSystems**, I am pleased to extend to you the following offer of employment as a **DevOps and Deployment Engineer**. This agreement supersedes any and all previous employment agreements, with the key points as outlined below and in **Attachments "A" through "C"** which follow.

Start date	November 4, 2024	
Reports to/location:		
Compensation	Rs.450,000/- (Rs.Four hundred fifty thousand and 00/100) per month, inclusive of all government taxes, paid monthly according to Attachment "B" pay schedule. Your performance will be reviewed after three months of employment, and based on the satisfactory performance your position will be confirmed. Then onward your salary may be revised based on the company's performance and the performance exhibited by the individual on an annual basis from the last date of increment.	
Job Description	Please read the attached document as Attachment "A"	
General Provisions	You agree to abide by all of the general provisions that govern this agreement and are shown in Attachment "C" of this agreement.	

This offer is contingent upon verification of the information in your employment application, satisfactory reference checks, and your acceptance of our policies and procedures regarding our employment relationship. Please finalize your acceptance of this offer by initialing the bottom of each page of this letter (including each page of Attachment A through D inclusive) where indicated, as well as signing the "Acceptance Clause" at the end of this letter. Return the signed letter to: Human Resource Manager, HiQuSystems, #1, 2nd floor, STP 3, I-9/3, Islamabad, Pakistan. This offer is good for 7 days from the date of this offer. It is understood and agreed that if HiQuSystems does not receive your signed acceptance by the due date indicated above, this offer shall expire.

We are very excited about having you join our HiQuSystems team and look forward to working with you!

Askiad Sadal
General Manager
HiQuSystems Pvt. Ltd. AMABAD

ACCEPTANCE CLAUSE: My signature be

ACCEPTANCE CLAUSE: My signature below indicates that I have read, understand and accept the terms and conditions which have been outlined in this offer letter and all of its Attachments A through C which Follow.

Employee Signature

Date

Please initial: Ahalie (employee)

___ (HiQuSystems)

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ATTACHMENT A



Roles & Responsibilities

Following are the Responsibilities: -

Release Management

- Responsible for managing the complete software delivery life cycle, working with the team from the planning phase to the deployment phase through the development and testing phases.
- You will coordinate with the Development Team to plan the shorter feedback and scheduling fast releases.
- Maintain documentation related to procedures on build and release, various notification lists, and dependencies.
- You will be responsible for the compilation of release notes for each build prior to production upgrade.
- You will have to release the software after completing the testing stage and deployment stage, and work closely with the application development team, testing team, and production team.
- You will have to maintain proper coordination between these teams to update the project related information, software patches and hot fixes.

ATTACHMENT B -- Pay and Benefits

Pay Schedule	
General	 All employee wages, salaries, commission and bonuses are paid through payroll. Designated payday is the first (1st) day of the month. This payroll compensates for work performed in the prior month. You may have your paychecks transmitted via Direct Deposit to your bank checking and/or savings account.

The following is a su	immary of the major benefits	for which your position is eligible.	
Benefit	When Eligible	Summary Description	
Vacation Time (*)	After 1 year of employment, then on an anniversary year basis thereafter.	Accrued each pay period, and usable as accrued. Years of Employment 1	
Holidays(*)(**)	As of date of hire, on a calendar year basis.	All national (not local) days off as per the schedule	
Medical	After successful completion of probation period	As per policy attached as Annex. I	

ATTACHMENT B: GENERAL PROVISIONS

This agreement is made solely between HiQuSystems and the undersigned. No other party/person/blood relation on behalf of an employee is permitted to discuss any clause of the contract during the employment or at/after the termination of this contract.

Please initial: Mal (employee

_____ (HiQuSystems

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You understand and below:	agree that this offer is subject to all the the yellowing general provisions A through M listed		
A. Employment Status	Your employment with HiQuSystems is "at will," which means that it may be terminated for any reason, with or without cause, with a 30 days' notice, at any time by either you or the Company in writing. The "at-will" nature of this employment relationship is the complete statement of the relationship in that no other part of this letter, or any other Company documents or oral or written statements issued by any Company representative can vary the "at-will" nature of this relationship. Similarly, neither the presence nor absence from time to time of disciplinary procedures, such as warnings or probation, shall alter the "at-will" nature of your employment relationship with HiQuSystems.		
B. Business	 During your employment by HiQuSystems, you agree not to act in any manner contrary to the best interests of the company, its parent, subsidiaries, affiliated companies, business partners, or its employees. 		
Conduct	 During your employment by HiQuSystems, you will not (other than specifically allowed in writing by HiQuSystems) engage in, or have any financial interest in, or render any service in any capacity to any competitor, customer, business partner or supplier of HiQuSystems, and forever thereafter. You will, upon demand (or termination of your employment) immediately return all Company property and you will not (other than specifically allowed in writing by HiQuSystems) solicit or encourage a Company employee to work elsewhere (will be subject to HiQuSystems filing in the court of law and claiming subsequent damages including lawyer and court fees) or disclose or use any trade secret or confidential information of HiQuSystems, its parent, subsidiaries, customers, business partners or affiliated companies. You understand that the term "trade secret" or "confidential information" means any formula, pattern, compilation, program, device, method, technique or process and includes, without limitation, all other information concerning HiQuSystems, any parent, any subsidiary, any affiliate, any supplier, any business partner or any customer (including, but not limited to, information regarding the peculiarities, preferences and manner of doing business) that is not generally known to the public or to other persons. You also agree that your remedy at law for your breach of this paragraph is inadequate and that HiQuSystems, in addition to any other remedy, can seek appropriate injunctive relief from an appropriate Islamabad court or arbitrator, at its election. 		
B1 Working Conduct	The Company may require you to perform a reasonable amount of work in addition to your normal hours of work, depending on the needs of the business/project/deliverables/timelines.		
	2) For the avoidance of doubt, any overtime worked over and above your regular hours are not included within your salary. No additional payment is made for overtime worked including weekends, holidays and/or regular days, over and above your regular hours.		
C. Company Policies	You will be subject to, and you will adhere to all of HiQuSystems 's policies which are generally applicable to HiQuSystems 's employees including but not limited to, all policies relating to standards of conduct, conflicts of interest and compliance with the Company's rules and obligations. You represent that you have no agreement with or obligations to anyone or anything that would in any way conflict with any of your obligations contained in this agreement. Further, you will immediately notify HiQuSystems in writing of any other employment or work that you accept during your employment with HiQuSystems .		
1) Although you are free to disclose the amount of your wages, you agree not the other contents of this document or to disseminate any other information document to any party with the exception of government authorities or legal obligation shall survive the execution of this agreement and shall extend for two (2) years from the date of execution thereof.			
*	2) You acknowledge that you will receive from HiQuSystems certain confidential trade information about HiQuSystems , its parent, subsidiaries, customers, business partners or affiliated companies, operations including, but not limited to, customer identity contractual terms, pricing and sourcing information and business planning data. You agree not to disclose such confidential information to any entity or person during the course of your employment. This obligation shall survive the execution of this agreement and shall extend for a period of five (5) years from the date of execution thereof.		
	3) You further acknowledge that during the course of employment and/or contract you will either receive or be previewed to certain confidential information, which is not public knowledge, about either HiQuSystems , its parent, subsidiaries, customers, suppliers		
Please initial:	(HiQuSystems)		

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	365 Calendar Days	In the event that either you or HiQuSystems terminate your employment at any time and/or for any reason, you agree that you shall not lawfully compete with HiQuSystems . You further agree that you shall not contact, solicit or cause to be contacted or solicited, by	
	365 Calanda	Divulging confidential matters or trade secrets to a competitor or third Party after termination of employment. In the event that either way are High Systems to remine the competition of the compet	
*	To .	 Use of deceptive or unfair methods to induce HiQuSystems' employees to leave, thus affecting HiQuSystems' ability to operate its business. 	
		Breach of an employment covenant not to use HiQuSystems 's trade secrets to compete.	
		 Soliciting clients or customers from any trade secret list of HiQuSystems, its parent, subsidiaries, customers, business partners or affiliated companies. 	
		 Soliciting the clients or customers of HiQuSystems, its parent, subsidiaries, customers, business partners or affiliated companies, with confidential information obtained from HiQuSystems. 	
Non-Compete Agreement	Thereafter	misleading advertising, use of HiQuSystems ', its parent's, subsidiaries', customer's, business partners' or affiliated companies', publicity in a misleading manner, interfering with the business of HiQuSystems , its parent, subsidiaries, customers, business partners or affiliated companies, misuse of confidential information belonging to HiQuSystems , its parent, subsidiaries, customers, business partners or affiliated companies, and wrongful appropriation of any trade secrets of HiQuSystems , its parent, subsidiaries, customers, business partners or affiliated companies. Some specific examples of unfair competition include:	
F.	Forever	Engaging in "unfair competition." "Unfair competition" includes	
	Date of Termination		
	Effective Period from	Prohibited Action	
		there to the following guidelines in the event that your employment is ther you or HiQuSystems for any reason:	
	partners or affili Any apparent co either at time of	ated companies, becomes engaged during the term of your employment. onflict of interest must be disclosed to Human Resources for evaluation employment or at the time that a conflict becomes known or suspected.	
Conflict of Interest	compete with HiQuSystems , its parent, subsidiaries, business partners or affiliated companies, in any way, nor will you act as an officer, director, employee, consultant, over five percent (5%) shareholder, lender or agent of any entity which is engaged in any business in which HiQuSystems , its parent, subsidiaries, business partners or affiliated companies, is now engaged or in which HiQuSystems , its parent, subsidiaries, business		
E.	5) In cases where a question exists about the appropriateness of information disclosure, you agree to obtain the prior approval of Human Resources. You agree that during the course of your employment, you will not, directly or indirectly,		
	employers to H	it you will neither bring any proprietary documents from your previous iQuSystems, nor will you breach any contractual obligations you may revious employer regarding proprietary information.	
	property, propri You agree that t its parent, subsi- copyright, paten disclose or mak third party. This	etary software, applications, templates, know-how, methodologies, etc. this confidential information is the sole property of either HiQuSystems , diaries, customers, business partners or affillated companies, including all t, trademark, and all other property rights therein, and that you will not e this information available to any person, business, or collectively any obligation shall survive the execution of this agreement and shall extender from the date of execution thereof.	
	hilcinace harman	ers or affiliated domparises tendeding, but not limited to intellectual	

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(HiQuSystems)

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	You agree that heither voil employer, nor any related entity you may establish will, solicit or recruit any current HiQuSystems employee for either regular employment or a consulting assignment for a period of three hundred sixty five (365) calendar days following your termination from HiQuSystems for any reason.		
G. Waiver	Waiver by HiQuSystems of any of its policies on any occasion shall not be deemed to be a waiver on any other occasion.		
H. Governing Law	It is the intention of you and HiQuSystems ("the parties") that the validity and enforceability of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties shall be governed by, and construed in accordance with, the internal substantive laws of the country in which you are employed.		
I. -Entire Agreement	1) This Agreement and any attachments supersede any and all agreements, either written, between the parties hereto with respect to any employment by HiQuSyste any manner whatsoever. Each party to this Agreement acknowledges the representations, inducements, promises or agreements, orally or otherwise, have made by any party, or anyone acting on behalf of any party which are not emberein, and that no other agreement, statement or promise not contained in Agreement shall be valid or binding.		
	2) In addition, and without derogation of the generality of the foregoing, it is specifically acknowledged that there have been no assurances or promises of eventual ownership interest in connection with employment. Any modification of Attachment B of this Agreement will be effective only if changes are agreed upon in writing and signed by both parties. Modification of Attachments A-B of this Agreement may be made prospectively and unilaterally by HiQuSystems at any time; provided that such modifications will be made in writing.		
J. Partial Invalidity	If any provision of this Agreement, or portion thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, or portions of provisions, will nevertheless continue in full force without being impaired or invalidated in any way.		
K. Dispute Resolution EMPLOYEE ALSO INITIALS HERE:	1) Arbitration shall be the exclusive remedy for any dispute arising out of or related to the employer/employee relationship, including disputes concerning or related to the termination of the employer/employee relationship, and whether such disputes are based upon alleged violations of contract, statute, constitutional or other common-law rights or obligations. Such arbitration supplants, replaces and waives any right that the employee or the Company may have to pursue any dispute, claim or controversy relating to employment with, or as a result of the termination of employment from, the Company (including claims for employment discrimination and harassment), in any court, agency, tribunal or other forum, INCLUDING A CIVIL ACTION BEFORE ANY Court.		
	 Except to the extent specifically modified herein, all arbitrations under this policy shall be conducted in accordance with arbitration rules of Pakistan. Subject to any remedy to which the prevailing party may be entitled to under the law, in any arbitration conducted under this policy, each party shall pay the fees of his or her own attorneys (if any), and shall share equally the costs of the arbitration, including but not limited to, the fees of the arbitrator and the costs 		
	of a court reporter for the hearing. 4) The Arbitrator shall be empowered to award either party any remedy at law or in equity that the prevailing party would otherwise have been entitled to had the matter been litigated in court, including but not limited to, general, special and punitive damages, and injunctive relief; provided, however, that the authority to award any remedy is subject to whatever limitations, if any, exist in the applicable law on such remedies. The arbitrator shall have no jurisdiction to issue any award contrary to or inconsistent with law. 5) In any arbitration conducted pursuant to this policy, either party may request		
	the presence of a court reporter for the hearing, the costs of which shall be allocated as provided in paragraph 3 above. Following the evidentiary portion of the hearing, either party shall have the right to prepare and file with the arbitrator a post-hearing brief, not to exceed fifty (50) pages in length. Any such brief shall be served on the arbitrator and the other party within thirty (30) days		

Please initial: Mulu (employee)

(HiQuSystems)

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	of the close of the evidentiary portion of the hearing, unless the parties agree to some other time period. Either party may also request and shall be granted one extension of this time period not to exceed fifteen (15) days. The arbitrator shall have the authority to grant other extensions, or to increase the page limitation set forth above, upon the request of any party for good cause shown.
	6) Any disputes concerning the enforcement, scope, and/or applicability of this policy shall in the first instance be determined by the arbitrator. Should either the Company or an employee disregard this arbitration policy and pursue an action subject hereto in any court or administrative agency, upon application of the aggrieved party to a court of competent jurisdiction, the court shall order the matter to arbitration and shall award the prevailing party in any such hearing its reasonable costs and attorney's fees incurred in connection therewith.
	7) Any arbitration conducted pursuant to this provision shall take place in Islamabad, Pakistan unless otherwise agreed to by the parties in writing. 8) Should any part of this dispute resolution procedure be declared by a court of competent jurisdiction to be invalid, unlawful or otherwise unenforceable, the remaining parts shall not be affected thereby, and the parties shall arbitrate their dispute without reference to or reliance upon the invalid, unlawful or unenforceable part of the agreement.
L. Legal Review	1) You understand that you have the opportunity to have your legal counsel review this Agreement prior to your signing it if you deem such review to be necessary.
М.	 Formal dress code must be followed in office at all time during Monday-Friday
Dress Code	 2) No "Shalwar-Qamiz" is allowed for male staff on normal work days during Monday-Friday 3) Working on a non-working day and/or public holiday the casual dress code may be observed

	PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT
	ems employees, you will be required, as a condition to your employment with HiQuSystems, ms' standard Proprietary Information and Inventions Agreement:
1.	I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my employment with HiQuSystems. I will not violate any agreement with or rights of any third party or, except as expressly authorized by HiQuSystems in writing hereafter, use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of HiQuSystems. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me.
2.	HiQuSystems shall own all right, title and interest including patent rights, copyrights, and trade secret rights and all other intellectual and industrial property rights of any sort throughout the world relating to any and all inventions whether or not patent able, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with HiQuSystems to and only to the fullest extent allowed by law. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist HiQuSystems, at HiQuSystems' expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint HiQuSystems as its agents and attorneys-in-fact to act for and in my behalf to execute and file any document and to do all the lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. If anything created by me prior to my employment relates [in any way] to HiQuSystems' actual or proposed business, I have listed it on Appendix A. If I use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of HiQuSystems, HiQuSystems will have and I hereby grant HiQuSystems a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sub licensable right and license to exploit and exercise all such confidential information and intellectual property rights.
3.	I agree that all Inventions and all other business, technical and financial information including, without limitation, the identity of and information relating to customers or employees I develop, learn or obtain during the term of my employment that relate to

Please initial: World (employee)

(HiQuSystems)

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	HiQuSystems or the business or departs raby nasticipated business of HiQuSystems or that are received by or for HiQuSystems in confidence, constitute "Proprietary Information." I will hold in confidence and not disclose or, except within the scope of my employment, use any Proprietary Information. However, I shall not be obligated under this paragraph with respect to information I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to HiQuSystems all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials distributed to shareholders generally and (iii) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to HiQuSystems' telecommunications, networking or information processing systems including, without limitation, stored computer files, e-mail messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.
4.	I agree that this Agreement is not an employment contract for any particular term and that I have the right to resign and HiQuSystems has the right to terminate my employment at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my employment, and, as an employee of HiQuSystems, I have obligations to HiQuSystems which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the President of HiQuSystems
5.	I agree that my obligations under paragraphs 2 and 3 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that HiQuSystems is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 2, and 3 also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of HiQuSystems, its subsidiaries, successors and assigns.
6.	Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of Pakistan without regard to the conflict of law provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable Pakistani law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. I also understand that any breach of this Agreement will cause irreparable harm to HiQuSystems for which damages would not be an adequate remedy, and, therefore, HiQuSystems will be entitled to injunctive relief with respect thereto in addition to any other remedies.

This agreement is made solely between HiQuSystems and undersigned person. No other party/person/blood relation on behalf of employee is permitted to discuss any clause of the contract during the employment or at/after the termination of this contract.

Please initial: Khalir (employee)

(HiQuSystems)

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HiQuSystems

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY HIQUSYSTEMS AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

Ac	cer	ta	nce

I,	hereby solemnly declare that I have carefully read the terms in my appointment letter of which this is a true copy. By signature terms and conditions.
Date	04-2024 Charld
	UMAIR KHAUN
Full Address	
Telephone (Rec)	051-5814379
	0300-6281431
CNIC #	
Contact person in case of emergency	WIFE
Contact person phone in case of emergency	0300-6193427.

Please initial: \(\text{lcarto}\)(employee)

(HiQuSystems)

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Annexure I

Medical Policy

The medical policy of HiQuSystems (Pvt) Ltd is described as following:

Amount of Medical coverage

- 1. The maximum amount allowed for medical coverage is Rs.100,000/= for the year, or prorated if the effective date (based on the hiring date, see below) falls within the same calendar year; e.g. if the effective date is July 1st, then the coverage for the remainder of the calendar year will be Rs.50,000/= .
- 2. The medical coverage is for one calendar year (January to December).
- 3. Effective (effective date) the first day of the month following the month in which you successfully complete your probationary period, set by the company at the time of hiring, which is normally 3 months (i.e., November 1, based on your July 12th start date), you are entitled for HiQuSystems' medical coverage.
- The unclaimed amount will be waived at the completion of the medical coverage period.
- 5. The preceding year funds will not carry forward to the account for next year.

Who is covered

1. Only the spouse and children, up till the age of 21 years, are covered under this policy.

What is covered

- General practitioners and specialist consultation.
- Prescribed drugs.
- 3. Laboratory and other investigations (X-Rays, ECG, Ultrasound etc).
- Treatment from registered Homeopathic Doctors and Hakims.
 General eyes consultation and treatment.
- General eyes consultation and treatment.
- 6. General dental treatment.

What is not covered

- Cosmetic surgery and related treatment.
- Cosmetic Dental care (filling, crowns, braces etc.).
- Spectacles reimbursement.
- Child delivery and labor charges.
- Specialized eye surgery.

Claim Procedure

The employee can use his account of Rs.100,000/= by presenting the following documents:

- 1. All claims are filled on a Performa provided by the company.
- 2. Original prescription bills and receipt.
- 3. All claims should be filled within 15 days.
- 4. Payments will be made with the next salary payment.

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