



OFFER LETTER & EMPLOYEE NON-DISCLOSURE & NON-COMPETE AGREEMENT

This **EMPLOYEE OFFER LETTER & NON-DISCLOSURE & NON-COMPETE AGREEMENT** is entered into this .

BETWEEN

Al-Zira Technology Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its registered office at No. 200, Munsif Road, Thirumangalam South, Thirumangalam, Madurai, Tamilnadu – 625 706 (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof, include its successors in interests and assigns),

AND

Utkarsh Sen

, residing at

74/A/S-4, Scheme no-78, Vijaynagar, Indore, Madhya Pradesh-452010

Redefining Possibilities

hereinafter referred to as "Employee", which expression, unless repugnant to the context, shall include all beneficiaries of the said employee).





1. Definitions :

1.1 Intellectual Property: Includes existing and future Intellectual Property in the nature of unregistered or registered rights to any and all patents, copyrights, trademarks, and other confidential and/or proprietary information limited to that forming part of the subject matter of this agreement, and inclusive of all intellectual property that is the subject of ownership by Al-Zira Technology and/or its subsidiaries, venture partners, and predecessors in interest, business, and/or title, arising out of the performance of this agreement and/or other business arrangements, inclusive of but not limited to any oral arrangement which Al-Zira Technology may have entered into with the Party or other party.

1.2 Confidential Information: Confidential information means trade secrets, know-how, patents, utility models, formulations, processes/methods of preparation, test data, conducted in-house or by/through collaborative/venture efforts, inclusive of any and all improvements/modifications, alterations substantial or otherwise, etc., that may have been effected to the said Confidential Information by Al-Zira Technology. Also, as used in this agreement, the term "Confidential Information" means (i) the terms and conditions of this Agreement, inclusive of but not limited to any other prior confidential agreement, whether explicit or implied by terms and relationship of the Party with the company and his stated or present functions, that is subsisting on the date of this agreement; (ii) Al-Zira Technology's business plans, strategies, methods, and/or practices; (iii) any information relating to Al-Zira Technology or its business that is not generally known to the public, including, but not limited to, information about Al-Zira Technology's personnel, products, customers, marketing strategies, services, or future business plans; and (iv) Process information defined as data/test data/reports/studies in-house or contracted/details/quantified steps/process details whether affixed on paper or transferred by way of oral and/or practical instruction with reference to any product which Al-Zira Technology may own or be associated with such as manufacturing information, procurement specifications, quality control specifications, inspection and test protocols, inclusive of other data that Al-Zira Technology has ownership of/retains and is available and being used by Al-Zira Technology with reference to its business/products/R&D efforts and general and specific information not limited to processes, machines, manufacturers, composition of matter, know-how, methods,





techniques, systems, software (whether in object, source, or executable code) documentation, data (irrespective of whether human or machine-readable) pertaining to Al-Zira Technology's products, manufacture and sale of products envisaged by Al-Zira Technology's know-how or any other improved know-how.

1.3 Employee: Employee means any individual who was or is an employee of Al-Zira Technology whose status is permanent or contractual in nature on the date of commencement of the business by Al-Zira Technology, its venture partners, or its subsidiaries or beneficiaries.

2. Acknowledgment of Confidentiality

The Employee hereby acknowledges that the intellectual property and/or confidential information are in the nature of confidential and proprietary information.

3. Agreement Not to Disclose

3.1 The Employee hereby agrees that he/she shall hold in confidence and shall not use, commercialize, or disclose except under the terms of employment of Al-Zira Technology, any confidential information or intellectual property to any person or entity, or else under provision governed by this memorandum except as Company may approve in writing.

3.2 Even upon assignment of confidential information or intellectual property to Company, the Employee undertakes to use at least the same degree of care in safeguarding the confidential information as he/she uses or would use in safeguarding his/her own confidential information and shall take all steps necessary to protect the confidential information or intellectual property from unauthorized or inadvertent disclosure.

4. Remedies for Breach of Confidentiality

The Employee agrees and acknowledges that any disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to Company, which will not be adequately compensable in monetary damages.





Company will have no adequate remedy at law thereof and may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary, or permanent mandatory or restraining injunctions, orders, or decrees as may be necessary to protect Company against, or on account of, any breach by the employee/ex-employee of the provisions contained herein. The Employee agrees to reimburse the reasonable legal fees and other costs incurred by the Company in enforcing the provisions of this agreement.

5. Non-Compete Agreement

5.1 The Employee, inclusive of his/her direct beneficiaries in business, interest, and title, in recognition of the transfer of Confidential and Proprietary Information to Al-Zira Technology, hereby agrees not to directly compete with the business of Al-Zira Technology and its successors and assigns during the term of the agreement and for a period of two years following the expiration or termination of this contract, notwithstanding the cause or reason for termination.

6. Jurisdiction

Any action arising out of or pertaining to this agreement shall be initiated and maintained in a court of competent jurisdiction at the Madurai High Court, Madurai.

7. General Provisions

7.1 This document constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral.

7.2 This Agreement is expressly limited to its terms and may be modified or amended only by writing signed by both parties.

7.3 Neither this Agreement nor any rights or obligations inherent in Company, Confidential Information, know-how, trade secrets, and other property and intellectual property hereunder may be transferred or assigned without Company's written consent. Any attempt to the contrary shall be void.



8. Severability

8.1 The provisions of this agreement shall be deemed severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any of the other provisions. If any provision is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

8.2 The parties hereto consider the restrictions contained herein to be reasonable as to protect Company's interests and rights.

9. Force Majeure

Neither party will be responsible for any failure to perform its obligations under this agreement due to causes beyond its control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, or accidents.

10. Notice

All notices and communications required or permitted under this agreement shall be in writing, and any communication or delivery shall be deemed to have been duly made if actually delivered or after 15 days after mailing if mailed by registered post.

11. Internship Period

The Employee acknowledges that the initial six months of this agreement constitute an unpaid internship period. During this time, the Employee will be expected to perform their duties and adhere to the terms of this agreement without monetary compensation. This period is intended to provide valuable experience and training, and upon successful completion, the terms of employment may be renegotiated.





Position: _____

Division: ZiraMinds AI

Reporting to: Team Leads, COO, CTO, CEO, and based on Team Leads Discretion.

Start Date: Immediate

Duration: Six months

For the first six months of your engagement, you will serve as an intern. During this period, you will not receive monetary compensation. This internship is designed to provide you with valuable experience and training in your role. Your performance and progress will be closely monitored throughout this period. Upon the completion of your six-month internship, there will be a formal performance assessment. Based on this assessment, Al-Zira Technology Pvt. Ltd. will review your performance and determine your suitability for continued employment. If the assessment is positive, the terms of your employment, including monetary compensation and other benefits, will be renegotiated at that time.

By signing below, you accept the terms and conditions of this offer letter and agree to abide by the Non-Disclosure & Non-Compete Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their duly authorized representatives.

For Al-Zira Technology Pvt. Ltd.:

Signature: _____

Name: Balavigneshwari S, CEO

I, Utkarsh Sen, acknowledge and accept the terms and conditions of the agreement as mentioned above.

Signature: Utkarsh Sen

Date: 23/09/2024