



## EMPLOYMENT AGREEMENT

January 03, 2023

PRIVATE & CONFIDENTIAL  
**Varad Damodar Kamat Elekar**

### **Permanent and Current Addressz**

H.no 273, Rafael Pereira Road, Comba,  
VTC: Margao, PO- Margao, South Goa,  
Goa- 403601

### **Appointment as Engineering Intern with effect from January 03, 2023**

Dear Varad Elekar,

At the outset, we welcome you to **ZiMetrics Technologies Private Limited** ("ZiMetrics") and wish you an enriching tenure with us.

With reference to our mail dated September 28, 2022; we are pleased to appoint you as Engineering Intern in ZiMetrics with effect January 3, 2023, subject to the following terms and conditions. This Employment Agreement ("**Agreement**" / "**Employment Agreement**") supersedes and replaces all other communications made to you prior to the date of issue of this Agreement

#### **1. TITLE AND DUTIES**

You will perform such duties and exercise such powers as ZiMetrics may require time to time from you. You acknowledge that your designation, as stated above, may be changed at the discretion of ZiMetrics depending on the work assigned to you, including at the time of promotion and progression within ZiMetrics. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

#### **2. PLACE OF WORK**

You will be based in Goa, India. However, ZiMetrics reserves the right at any time to require you to work at any other division or location of ZiMetrics or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per ZiMetrics' then existing policies will be made available to you.

A handwritten signature in black ink, appearing to read "Varad Elekar".

### 3. EMOLUMENTS AND TAXES

1. Your gross Monthly Stipend is Rs. 20,000 Per Month.
  - (a) Stipend will be subject to standard statutory deductions and will be payable monthly in accordance with ZiMetrics customary payroll practices.
  - (b) The details of your emoluments is strictly between yourself and ZiMetrics . It has been determined based on numerous factors such as your job, skills specific background, and professional merit. This information and any changes made therein should be treated as personal and strictly confidential.
  - (c) You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. ZiMetrics is entitled to deduct from your remuneration, income tax, other taxes and levies which it is statutorily liable to deduct at source as applicable

### 4. INTERNSHIP:

You will be on internship for a period of **Six (06) Months**

### 5. NOTICE PERIOD / TERMINATION FOR CONVENIENCE

This Employment Agreement will continue until terminated by either party by giving to the other not less than three (3) months prior notice in writing or, at ZiMetrics' sole discretion, gross salary for the equivalent period in lieu of Notice.

The tenure for the notice period starts from the date of service of the resignation letter or e-mail by you from your official email address to your reporting manager's/ ZiMetrics HR official email address or the date of service of the termination for convenience letter or e-mail by ZiMetrics to you, as the case may be.

In either case, ZiMetrics may, in its sole discretion, terminate the Agreement before the expiry of the notice period, on such terms and conditions as may be decided by ZiMetrics. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's written approval, your employment will be immediately terminated by ZiMetrics for cause and without notice, in which case, you will be liable to pay to ZiMetrics an amount equal to (i) your then current gross salary for a period of three (3) months in lieu of the notice required to be provided by you; and (ii) any expenses incurred by ZiMetrics for your hiring and (iii) any expenses or damages incurred by ZiMetrics due to your unauthorized absence or cessation of employment. The aforesaid payments shall be, without prejudice to recovery of any other monetary compensation legally recoverable from you by ZiMetrics.

### 6. TERMINATION AND SUSPENSION

- 6.1. ZiMetrics may also terminate this Employment Agreement immediately, and with no liability to make any further payment to you, if you:



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- (a) commit any serious or repeated breach of any of your obligations under this Employment Agreement;
- (b) are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of ZiMetrics;
- (c) are guilty of serious misconduct which, in ZiMetrics reasonable opinion, has damaged or may damage the business or affairs of ZiMetrics;
- (d) are guilty of conduct which, in ZiMetrics reasonable opinion, brings or is likely to bring you or ZiMetrics into disrepute;
- (e) are convicted of any crime involving moral turpitude;
- (f) are in breach any of ZiMetrics policies and procedures; or
- (g) willfully cause damage to ZiMetrics property.

This Clause shall not restrict any other right ZiMetrics may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by ZiMetrics in exercising its rights under this Clause shall not constitute a waiver of those rights.

- 6.2. Where notice of termination has been served by either party whether in accordance with Clause 4, this Clause 5 or otherwise, ZiMetrics shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- (a) not to enter any premises of ZiMetrics; and/or
  - (b) to refrain from business contact with any customers, clients or other employees of ZiMetrics.

- 6.3. ZiMetrics may in its absolute discretion suspend you from your employment, on full salary, at any time during this Agreement including during any period in which ZiMetrics is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 5.2 above. All applicable Clauses within this Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to ZiMetrics during any such period of suspension. Depending on the outcome of the investigation, such suspension may result in termination of this Agreement which shall be subject to the effect of termination provisions hereunder or reinstatement of your employment at such terms as may be mutually agreed.

- 6.4. Upon termination of this Agreement for whatever reason, you will deliver to ZiMetrics all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of ZiMetrics which may then be in your possession or under your power or control. Sections 6, 7, 8, 9, 10 and 14 shall survive any termination or cessation of this Agreement.

## **7. RESTRAINT ON ACTIVITIES**

You will not, at any time during the term of this Employment Agreement engage in any conflicting employment, consulting or freelancing activities whether or not directly or indirectly associated with ZiMetrics' activities, without prior written consent from ZiMetrics. You will not, at any time after termination of this Employment Agreement, for whatever



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reason, represent yourself as being in any way connected with the ongoing activities or business of ZiMetrics.

## **8. POST TERMINATION**

### **8.1. NON-SOLICITATION AND NON-COMPETE**

You shall not at any time during your employment with ZiMetrics and for 12 months immediately following the termination of your employment:

- (a) Solicit or endeavor to entice away from ZiMetrics any person employed by ZiMetrics, at any time during your employment;
- (b) Solicit or endeavor to entice away from ZiMetrics any customer or affiliate or supplier of ZiMetrics with whom you had dealings, directly or indirectly, at any time during your employment;
- (c) Carry on or be in any way employed, engaged, concerned, or interested in any business directly competing in material respects with the business of ZiMetrics, by using the confidential or proprietary information of ZiMetrics including but not limited to ZiMetrics product or service details, client details, customer details, price lists and related ZiMetrics business information .

If the you wish to leave your employment with ZiMetrics or your employment is terminated, and if the you so request, ZiMetrics will consider in its absolute discretion waiving the terms of the above section if it is satisfied that the legitimate interests of ZiMetrics and its associated entities are not at risk.

## **9. PUBLICATION**

You shall not, during the tenure of your employment with ZiMetrics or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of ZiMetrics , or defame ZiMetrics by making any derogatory statements about ZiMetrics , in any form of social media or public forums or otherwise. Breach of this Clause will entitle ZiMetrics to terminate this Agreement with immediate effect and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination) and to pursue any legal action against you, as applicable. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, shall state that it is your personal view and that ZiMetrics shall have no liability or responsibility for the same whatsoever.

## **10. CONFIDENTIALITY**

You agree to abide by the confidentiality obligations provided under **Annexure "A"** ("Non-Disclosure Obligations"), to protect the rights of ZiMetrics while dealing with confidential information, documents, etc. You are required to read and understand Annexure A in acknowledgement of your acceptance of the terms and the conditions.

## **11. INTELLECTUAL PROPERTY**



You agree to execute an Intellectual Property Assignment and Transfer Agreement (“IP Assignment Agreement”) attached herewith as **Annexure “B”**, in favor of ZiMetrics. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read and understand Annexure B in acknowledgement of your acceptance of the conditions.

## 12. NOTICES

Notice under these terms and conditions will be treated as having been given if:

- a) In case of electronic notice:
  - i. it is sent by you to ZiMetrics’ HR email address and your manager’s official email address;
  - ii. it is sent by ZiMetrics to you to the personal e-mail ID provided by you to ZiMetrics.
- b) In case of hard copy notice:
  - i. It is sent by ordinary registered post, by you to ZiMetrics 's registered office;
  - ii. It is sent by ZiMetrics to you at your last known address on file with ZiMetrics
  - iii. and will be deemed to be given on the day when it would ordinarily be delivered after such posting.

It is your responsibility to notify ZiMetrics of any changes in your personal information within three (3) working days of such change being effective.

## 13. CONDITIONS

Your continued employment with ZiMetrics under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for ZiMetrics without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with ZiMetrics that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, ZiMetrics may terminate your services with immediate effect and with no liability to make any further payment to you, without prejudice to recovery of any other monetary compensation legally recoverable from you by ZiMetrics for any damages.. During your employment with ZiMetrics , you explicitly agree to adhere to and be governed by all the current policies and procedures adopted by ZiMetrics from time to time, as may be applicable to you.

## 14. GOVERNING LAW

This Agreement shall be governed by the laws of India, with the courts in Pune assuming exclusive jurisdiction on all matters hereunder.

A handwritten signature in black ink, appearing to be "V. K. Kulkarni".



We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

For **ZiMetrics Technologies Private Limited**

*Swati Patil*

**Swati Patil - Head HR**

*I have read, understood and hereby accept the above-mentioned terms and conditions.*

Signature: 

Name (in Capitals): VARAD DAMODAR KAMAT ELEKAR

Place & Date: Panjim

Jan 3, 2023

**Annexure - A**  
**NON-DISCLOSURE OBLIGATIONS**

**This Non-Disclosure Obligations is executed by and between ZiMetrics Technologies Private Limited, (the “Company”) and Varad Damodar Kamat Elekar (Employee), pursuant to the Employment Agreement dated January 03, 2023.**

ZiMetrics objective under this Annexure A (Non-Disclosure Obligations) is to provide protection for Confidential Information (defined below) disclosed to the Employee by ZiMetrics or any of its affiliate or group companies, while allowing the Employee access to ZiMetrics information prior to or during the tenure of the Employee's employment with ZiMetrics. For the purposes of this Annexure, “Company” shall be deemed to include all affiliate and group companies of ZiMetrics.

In consideration of the commencement of Employee's employment with Company and the compensation that will be paid, Employee and Company agree as follows:

**1. COMPANY'S CONFIDENTIAL INFORMATION**

In the performance of Employee's job duties with Company, Employee will be exposed to Company's Confidential Information. "Confidential Information" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

- (a) technical information concerning Company's products and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;
- (b) information concerning Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
- (c) information concerning Company's employees, including salaries, strengths, weaknesses and skills;
- (d) information submitted by Company's customers, suppliers, employees, consultants or co-venture partners with Company for study, evaluation or use;
- (e) any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business; and
- (f) any confidential or proprietary information received by Company or which it may receive in future from third parties subject to a duty on ZiMetrics 's part to maintain the confidentiality of such information and to use it only for certain limited purposes.

## 2. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

Employee shall keep Company's Confidential Information, whether or not prepared or developed by Employee, in the strictest confidence. Employee will not disclose such information to anyone outside Company without Company's prior written consent. Nor will Employee make use of any Confidential Information for Employee's own purposes or the benefit of anyone other than ZiMetrics .

However, Employee shall have no obligation to treat as confidential any information which:

- (a) was in Employee's possession or known to Employee, without an obligation to keep it confidential, before such information was disclosed to Employee by Company;
- (b) is or becomes public knowledge through a source other than Employee and through no fault of Employee; or
- (c) is or becomes lawfully available to Employee from a source other than Company.

## 3. CONFIDENTIAL INFORMATION OF OTHERS

Employee will not disclose to Company, use in Company's business, or cause Company to use, any trade secret or confidential information of others/third parties.

## 4. RETURN OF MATERIALS

When Employee's employment with Company ends, for whatever reason, Employee will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Employee will also return to Company all machines, equipment, files, software programs and other personal property belonging to Company.

## 5. CONFIDENTIALITY OBLIGATION SURVIVES EMPLOYMENT

Employee's obligation to maintain the confidentiality and security of Confidential Information shall remain even after Employee's employment with ZiMetrics ends and shall continue for so long as such Confidential Information is explicitly disclosed in the public domain by an authorized representative of ZiMetrics as such and/or remains a trade secret.

## 6. GENERAL PROVISIONS

- (a) **Relationships:** Nothing contained in this Annexure shall be deemed to make Employee a partner or joint venture of ZiMetrics for any purpose.
- (b) **Severability:** If a court finds any provision of this Annexure invalid or unenforceable, the remainder of this Annexure shall be interpreted so as best to effect the intent of ZiMetrics and Employee.





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(c) **Integration:** This Annexure expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations

and understandings. This Annexure may not be amended except in a writing signed by both Company and Employee.

(d) **Waiver:** The failure to exercise any right provided in this Annexure shall not be a waiver of prior or subsequent rights.

(e) **Injunctive Relief:** Any misappropriation of any of the Confidential Information in violation of this Annexure may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore Employee agrees that Company shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Company deems appropriate. This right is to be in addition to the remedies otherwise available to Company.

(f) **Indemnity:** Employee agrees to indemnify Company against any and all losses, damages, claims or expenses incurred or suffered by Company as a result of Employee's breach of this Annexure.

(g) **Attorney Fees and Expenses:** In a dispute arising out of or related to this Annexure, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.


(h) **Governing Law:** This Annexure shall be governed in accordance with the laws of India, with the courts in Pune assuming exclusive jurisdiction on all matters hereunder.

For **ZiMetrics Technologies Private Limited**

*Swati Patil*

**Swati Patil – Head HR**

*I have read, understood and hereby accept the above-mentioned terms and conditions.*

Signature: 

Name (in Capitals): **VARAD DAMODAR KAMAT ELEKAR**

Place & Date: Panjim

Jan 3, 2023



## Annexure – B

### PROPRIETARY INFORMATION AND ASSIGNMENT AGREEMENT

This Proprietary Information and Assignment Agreement (“Agreement”) is executed by and between ZiMetrics Technologies Private Limited, (the “Company”), Varad Damodar Kamat Elekar

(Employee), pursuant to the Employment Agreement dated January 03, 2023

#### WHEREAS:

The Employee is in employment with ZiMetrics since January 03, 2023 and Employee acknowledges that he/ she has had in the past/ will/may have access to sensitive and Proprietary Information belonging to ZiMetrics and/ or to any of its affiliate companies (“Affiliates”) and in order to protect the business interest of ZiMetrics and its Affiliates (hereinafter, individually or collectively referred to as, “ZIMETRICS”), the Employee agrees to the terms set out herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

1. **Proprietary Information.** The Employee understands that his/ her work as an Employee of ZIMETRICS, will involve access to and creation of confidential (including trade secrets) and proprietary information (collectively, "Proprietary Information"), which form the very basis of ZIMETRICS business and existence. ZIMETRICS has, therefore, a very direct interest in protecting its valuable Proprietary Information. The Employee agrees to keep all Proprietary Information in trust for the benefit of ZIMETRICS. The Employee shall never use any Proprietary Information, except as required by his/ her duties to ZIMETRICS. Employee understands that this prohibition on use or disclosure prevents him/ her from discussing Proprietary Information, even in general terms, with persons outside ZIMETRICS. Even within ZIMETRICS, the Employee shall discuss or disclose the Proprietary Information ONLY with those persons with or to whom he/ she is authorized to discuss or disclose such information, on a need to know basis.

“Proprietary Information” means information, ideas, and materials of or about ZIMETRICS, Employees, customers of ZIMETRICS or others with whom ZIMETRICS conducts business. Proprietary Information that is not generally known to the software or recruiting industries or the public is confidential, and the Employee agrees to exercise diligence at all times to maintain the confidentiality of all Proprietary Information and not disclose Proprietary Information. The Employee understands that his/ her obligation to keep Proprietary Information strictly confidential shall survive the termination of his/ her employment and/or this Agreement.

Proprietary Information includes, without limitation, information, ideas or materials of a technical nature such as research and development results, software design and specifications, source and object code, training and training materials, invention disclosures, patent applications, and other materials and concepts relating to products and processes. Proprietary Information also includes information, ideas, or materials of a business nature such as non-public financial information; information relating to profits, costs, marketing, strategy, purchasing, sales, customers, suppliers, contract terms, Employees, and salaries, product development plans; business and financial plans and forecasts, student information, client company information, and marketing and sales plans and forecasts.



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2. **Inventions & Assignment.** The Employee shall promptly and fully disclose to ZIMETRICS. all ideas, inventions, discoveries, creations, designs, materials, works of authorship, trademarks, and other technology and rights (and any related improvements or modifications thereof), whether patentable or not, copyrightable or not, or otherwise protectable or not under any form of legal protection afforded to intellectual property (collectively, "Inventions"), relating to any activities of ZIMETRICS of which the Employee is aware or become aware, conceived or developed by him/ her alone or with others, during (1) the term of his/ her employment, whether or not conceived during regular business hours, or (2) within one (1) year after termination of his/ her employment if based on Proprietary Information.

Such Inventions shall be the sole property of ZIMETRICS. To the extent possible, such Inventions shall each be considered a 'Work Made For Hire' by the Employee for ZIMETRICS under relevant provisions of Copyright Law. To the extent the Inventions may not be considered a 'Work Made For Hire', the Employee hereby irrevocably assign to ZIMETRICS. at the time of creation of the Inventions, without additional consideration, any right, title, or interest the Employee may have in such Inventions. The Employee will (whether during or after his/ her employment) execute such written instruments and do other such acts as may be necessary in the opinion of ZIMETRICS to obtain a patent, register a copyright, or otherwise protect or enforce ZIMETRICS rights in such Inventions. The Employee, hereby irrevocably appoints ZIMETRICS and any of its officers as his/ her attorneys-in-fact to undertake such acts in his/ her name. The Employee will allow ZIMETRICS to inspect any Inventions that he/ she conceive or develop within one year after termination of his/ her employment to determine if they are based on Proprietary Information.

This assignment obligation does not apply to Inventions which are conceived or developed entirely on his/ her own time and for which the Employee does not use any equipment, supplies, facilities, or Proprietary Information of ZIMETRICS or any of its customers, if such Inventions: (a) do not relate to the business or (current and reasonably anticipated) research and development efforts of ZIMETRICS or ZIMETRICS customer; and (b) do not result from any work performed by Employee (alone or with others) for ZIMETRICS.

3. **Return of Proprietary Information.** On termination of employment with ZiMetrics , or at any time it so requests, the Employee will deliver immediately to ZIMETRICS all property belonging to ZIMETRICS and all material containing Proprietary Information regardless of the storage media type, including but not limited to notebooks, notes, memoranda, records, diagrams, blueprints, bulletins, formulas, reports, computer programs and documentation, other data, customer lists, accounts of customers, any other records relating to customers, or memorialization's of any kind coming into his/ her possession or kept by him/ her in connection with his/ her employment including any copies, in his/ her possession, whether prepared by him/ her or others.

4. **Former Employers'/ Third Party's Information.** The Employee agrees that he/ she will not, during his/ her employment with ZIMETRICS, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that he/ she will not bring onto the premises of ZIMETRICS any unpublished document or proprietary information belonging to any such employer, person or entity or any third party unless consented to, in writing by such employer, person or entity. To the extent that the Employee has such information or materials, he/ she acknowledge notice that ZIMETRICS does not want him/ her to disclose such information or materials to ZIMETRICS, nor does ZIMETRICS want him/ her to use such information or materials in any work that the Employee may perform for ZIMETRICS.



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5. **Assistance Upon Termination.** The Employee shall upon leaving employment with ZIMETRICS, assist ZIMETRICS in patenting any inventions even after severance of employment by way of undertaking required formalities (at reasonable expenses paid by ZiMetrics ) and for this purpose keep ZiMetrics informed of his/ her addresses in the succeeding five years after leaving employment.
  
6. **Reserved Rights: License.** The Employee has listed on the attached **Annexure "B-1"** a detailed description of all of independent inventions developed or conceived by him/ her, patented or unpatented and, to the extent that he/ she possess proprietary rights therein, the Employee wishes to have such proprietary rights excluded from this Agreement. If there is no such list, the Employee represents that there are no such items to be excluded. In the event that the Employee incorporates, uses, or otherwise employs ("Use") any Inventions in which the Employee possesses any proprietary rights to develop or modify any work (including any interim versions thereof and whether for internal and/or customer use) of or for ZIMETRICS, he/ she hereby grants to ZIMETRICS a perpetual, irrevocable, royalty free, worldwide, nonexclusive license to make, have made, perform, display, use, practice, sell, sublicense, reproduce, distribute, prepare derivative works, and otherwise exploit such proprietary rights.
  
7. **Conflicting Agreement.** The Employee represents that there are no other contracts to assign Inventions now in existence between the Employee and any other corporation or other third party, unless he/ she has so indicated on **Annexure "B-1"** and unless a copy of any such contract is provided to ZIMETRICS.
  
8. **ZiMetrics Policies.** The Employee agrees to comply with the policies and procedures of ZIMETRICS INC. and ZiMetrics , in their respective Employee manuals, code of conduct and bulletins, and other communications which may all be modified from time to time at the sole discretion of ZIMETRICS. In the event of any inconsistencies, the terms of this Agreement shall govern unless otherwise stated.
  
9. **Choice of Law: Jurisdiction: Remedies.** This Agreement shall be governed by and construed in accordance with the laws of India, and the Employee voluntarily submits himself/ herself to the jurisdiction of the courts of Pune. The Employee acknowledges that breach of this Agreement would cause irreparable damage to ZIMETRICS the monetary value of which, he/ she acknowledges, shall be extremely difficult to be ascertained. Therefore, the Employee agrees that, in addition to other remedies, ZIMETRICS. is entitled to a temporary restraining order, an injunction, or other equitable relief to prevent any such breach.
  
10. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be reformed to the minimum extent necessary to be valid and enforceable, and the validity or enforceability of the other provisions shall not be affected.
  
11. **Successors.** This Agreement inures to the benefit of successors and assigns of ZIMETRICS and is binding on his/ her heirs and legal representatives.
  
12. **Survival.** This Agreement survives termination of his/ her employment with ZIMETRICS.
  
13. **General.** This Agreement shall not be modified except in writing and signed by him/ her, an authorized representative of ZIMETRICS

14. **Counsel.** The Employee understands that he/ she may have independent legal counsel review this Agreement, at his/ her own expense, on his/ her behalf prior to execution.


IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT TO BE EFFECTIVE ON THE LAST DATE OF SIGNATURE SET FORTH BELOW.

For **ZiMetrics Technologies Private Limited**

*Swati Patil*

**Swati Patil – Head HR**

*I have read, understood and hereby accept the above-mentioned terms and conditions.*

Signature: 

Name (in Capitals): VARAD DAMODAR KAMAT ELEKAR

Place & Date: Panjim

Jan 3, 2023

**Annexure B-1: Description of all of independent inventions and Conflicting Agreements**

<\*Employee to enter details in any- Refer Section 6 and 7 of this Agreement>










# INTERN EMPLOYMENT AGREEMENT - Varad Elekar

Final Audit Report

2023-01-03

|                 |  |
|-----------------|--|
| Created:        | 2023-01-03                                   |
| By:             | Head HR (swatip@zimetrix.com)                |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAJZGY5yL0pywVVt4hMmHkexQGXXbPQsEP |

## "INTERN EMPLOYMENT AGREEMENT - Varad Elekar" History

-  Document created by Head HR (swatip@zimetrix.com)  
2023-01-03 - 5:10:16 AM GMT
-  Document e-signed by Head HR (swatip@zimetrix.com)  
Signature Date: 2023-01-03 - 5:14:42 AM GMT - Time Source: server
-  Document emailed to varadkamatelekar123@gmail.com for signature  
2023-01-03 - 5:14:43 AM GMT
-  Email viewed by varadkamatelekar123@gmail.com  
2023-01-03 - 5:22:05 AM GMT
-  Signer varadkamatelekar123@gmail.com entered name at signing as Varad Elekar  
2023-01-03 - 6:29:59 AM GMT
-  Document e-signed by Varad Elekar (varadkamatelekar123@gmail.com)  
Signature Date: 2023-01-03 - 6:30:01 AM GMT - Time Source: server
-  Agreement completed.  
2023-01-03 - 6:30:01 AM GMT