

Apr 09, 2024

Mr. PRADYUMN TIWARI Passport No.W8298439, India

OBJECT: Letter of Appointment

Dear Employee,

We are pleased to inform you that we have selected you for the profile of Data Entry Operator for a regular full- time position on the behalf of Aegis Landers in Canada. This is effective From Apr 2024. The Details of our offer, including terms and conditions are mentioned in this offer of Appointment.

We hereby offer you the following mentioned Benefits for this employment

Job Profile Data Entry Operator Salary \$CAD 3600 / Month

Working Hours 45 Hours in a week, 5 days in a week.

Food Provided (Duty Meals)

Provided (Quad Sharing Rooms) Accommodation

Contract Period Two (2) Years Vacation 35 days every year

Hospitalization, Life Insurance and Accident Coverage as per applicable Company Policies.

All benefits will be provided such as Air fares (Both Sides), Transportation, Leaves as per Provincial Labour Laws.

This arrangement may be terminated by either party upon notice in writing to either party with notice that complies with Employment Standards (or Labour Standards). We look forward to the opportunity to work with you in an atmosphere that is successful and mutually challenging and rewarding.

Yours Sincerely

OMETIA BERRY

(Bachelor in Legal Studies)

Ometia Berry CANADA GOVERNMENT AUTHORISED

Address: 24 Mooregate Crescent, Kitchener, ON N2M 2G1, Canada, Mail. info@aegislanders.com, Contact: +14166198946, Website: aegislanders.com

<u>Letter of</u> <u>Aareement</u>

TO THE CONSULATE GENERAL OF CANADA

Reference No.: IHPOJBF/M/48730111

This Employment Agreement (the "Agreement") is made and effective from Apr 2024.

BETWEEN: PRADYUMN TIWARI (the "Employee"), an individual with his

mainaddress at: SHIVPUR KHURD KALA POST SHIVPUR KHURD, PRATAPGARH PIN: 230401, UTTAR PRADESH, INDIA

National ID No.W8298439

AND: Aegis Landers (the "Corporation"), an entity organized, and existing under

the laws of the BC Province of Canada, with its head office located at: BC, Canada.

1. RECITALS

In consideration of the covenants and agreements herein contained and the moneys to be paid hereunder the Corporation hereby employes the Employee and the Employee hereby agrees to perform services as an employee of the Corporation, on an "at will" basis, upon the following terms and conditions:

2. APPOINTMENT

The Employee is hereby employed by the Corporation to render such services and to perform such tasks as may be assigned by the Corporation. The Corporation may, in its sole discretion, increase or reduce the duties, or modify the title and job description, of the Employee from time to time, and any such increase, reduction or modification shall not be deemed a termination of this Agreement.

3. ACCEPTANCE OF EMPLOYMENT

A copy of employment letter was sent to the Employee and Employee accepts employment with the Corporation upon the terms set forth in that and agrees to devote all Employee's time, energy and ability to the interests of the Corporation, and to perform Employee's duties in an efficient, trustworthy and business-like manner.

4. DEVOTION OF TIME TO EMPLOYMENT

The Employee shall devote the Employee's best efforts and substantially all of the Employee's working time to performing the duties on behalf of the Corporation. The Employee shall provide services during the hours that are scheduled by the Corporation management.

5. NO CONFLICT OF INTEREST

Employee shall not engage in any other business while employed by the Corporation. Employee shall not engage in any activity that conflicts with the Employees duties to the Corporation Employee shall not provide any service or lend any aid or assistance to any party that competes with the services offered by the Corporation. Employee shall not provide any services to clients or prospective clients of the Corporation outside of the provision of services for the Corporation, whether such services are provided with or without compensation or remuneration.

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6. CORPORATION PROPERTY

Employee acknowledges and agrees that while employed by the Corporation the Employee may be provided with use of computer equipment and other property of the Corporation. The use and possession of such items shall be subject to any policies, requirements or restrictions established by the Corporation. Such items may only be used in performance of the Employee's duties for the corporation. On request of the Corporation, the Employee shall immediately deliver any such items to the Corporation. Upon termination of employment, Employee shall have the affirmative duty to return any such item to the Corporation whether a request is made or not. The obligation to return Corporation property shall extend and include any and all work product, client property, proprietary rights, intangible property, and all other property of the corporation regardless of the form or medium.

7. COMPENSATION

The Corporation shall pay the Employee such Monthly compensation as determined by the Corporation in the previous employment letter. Payment shall be at the same time as the Corporations usual pay roll to other employees.

8. BONUS & BENEFITS

Payment of any bonuses shall be at the complete discretion of the Corporation. No guarantee or representation that any bonuses will be paid has been made to the Employee

Standard benefits that are provided to other non-management employees shall be offered to the Employee, subject to the Corporation's policies and the terms and conditions of such benefits.

9. WITHHOLDING

All sums payable to Employee under this Agreement will be reduced by all federal, state, local, and other with holdings and similar taxes and payments required by applicable Law.

10. TERM OF AGREEMENT

There shall be 2 (TWO) Year's term of employment. Employer acknowledges and agrees that Employee shall be an "At Will" Employee and that Employee's employment may be terminated at any time by the Corporation, with or without cause.

11. FEES FROM EMPLOYEE'S WORK

The Corporation shall have exclusive authority to determine the fees, or a procedure for establishing the fees, to be charged to clients by the Corporation for services that are provided by the Employee. All sums paid to the Employee or the Corporation in the way of fees, in cash or in kind, or otherwise for services of the Employee, shall, except as otherwise specifically agreed by the Corporation, be and remain the property of the Corporation and shall be included in the Corporation's name in such checking account or accounts as the Corporation may from time to time designate

12. POLICIES AND PROCEDURES

The Corporation shall have the authority to establish from time to time the policies and procedures to be followed by the Employee in performing services for the Corporation This may include, but is not necessarily limited to, employment policies, computer use policies, Internet access policies, email policies, and all other policies, procedures, directives, and mandates established by the Corporation, whether or not in written form or formally adopted. Employee shall abide by the provisions of any contract entered into by the Corporation under which the Employee provides services. Employee shall comply with the terms and conditions of any and all contracts entered by the Corporation.

13. TERMINATION

Employee acknowledges and agrees that Employee is an "at will" employee of the Corporation. As such, no term of employment is created hereby and employee may be terminated at any time in the sole discretion of the Corporation, whether there exists any cause for termination or not.

14. CREATIONS AND INVENTIONS

Employee acknowledges and agrees that any and all work product of the Employee that is conceived or created during the Employee's employment with the Corporation is the exclusive property of the Corporation. This shall include any and all copyrights, trade secrets, confidential information, patents, trademarks, trade dress, ideas, concepts, plans, business concepts, techniques, inventions, drawings, artwork, logos, graphics, web pages, databases software, programs, CGI's, plug ins, applications, brochures, inventions, Marketing plans and concepts, and all other ideas and work product of the Employee. The Employee acknowledges and agrees that all creations shall be "works made for hire" as defined in the [ACT OR CODE]. Notwithstanding the fact that this material may be considered to be a work made for hire, Employee agrees, during Employee's employment and thereafter, which covenant shall survive any termination of the employment relationship, to execute any and all documents requested by the Corporation to confirm the Corporation's ownership and control of all such material, including but not limited to assignments of copyright, confirmations of work for hire status waivers of proprietary rights, copyright application, and any other documents requested by Corporation

15. RESTRICTIVE COVENANTS

The Employee acknowledges that the Corporation, through its employment of the Employee, has provided the Employee with confidential information, business and professional contacts, training and experience, and the ability to service and otherwise have access to the Corporation's clients. The Employee further acknowledges that such confidential information, business and professional contacts, training and experience, and the ability to service and otherwise have access to the Corporation's clients are the result of his employment by the Corporation. In consideration of the foregoing and of the benefits generally provided to the Employee by the Corporation pursuant to the terms of this Agreement and otherwise, the Employee agrees to abide and be bound by the restrictions and prohibitions of this Article, which restrictions are intended by the parties to extend to any and all activities of the Employee, whether as an independent contractor, partner or joint venture, or as an officer, director, stockholder, agent, employee or salesman for any person, firm, partnership, corporation or other entity, or otherwise.

16. HIRING

The Employee agrees that during the Employee's employment with the Corporation and for a period of 2 (TWO) years following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, the Employee will not attempt to hire any other employee or independent contractor of the Corporation or otherwise encourage or attempt to encourage any other employee or independent contractor of the Corporation to leave the Corporation's employ.

17. CONFIDENTIALITY; DISCLOSURE; PROPRIETARY INFORMATION

Employee recognizes and acknowledges that all records with respect to clients, business associates, customer or referral lists, contracting parties and referral sources of the Corporation, and all personal, financial and business and proprietary information of the Corporation, its employees, officers, directors and shareholders obtained by the Employee during the term of this Agreement and not generally known in the public (the "Confidential Information") are valuable, special and unique and proprietary assets of the Corporation's business. The Employee here by agrees that during the term of this Agreement and following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, the Employee will not at any time, directly or indirectly, disclose any Confidential Information, in full or in part, in written or other form, to any person, firm, corporation, association or other entity, or utilize the same for any reason or purpose whatsoever other than for the benefit of and pursuant to authorization granted by the Corporation.

18. NON-COMPETITION WITH CORPORATION CLIENTS

Employee agrees that during the term of the Employee's employment with the Corporation and for a period of 2 (TWO) years following cessation of the relationship with the Corporation, the Employee shall not provide any service to or lend any aid or device to any of the clients of the Corporation.

19. COVENANTS INDEPENDENT

Each restrictive covenant on the part of the Employee set forth in this Agreement shall be construed as a covenant independent of any other covenant or provisions of this Agreement or any other agreement which the Corporation and the Employee may have, fully performed and not executor, and the existence of any claim or cause of action by the Employee against the Corporation whether predicated upon another covenant or provision of this Agreement or otherwise, shall not constitute a defense to the enforcement by the Corporation of any other covenant.

20. INJUNCTIVE AND EQUITABLE RELIEF

Employee and Corporation recognize and expressly agree that the extent of damages to Corporation in the event of a breach by Employee of any restrictive covenant set forth herein would be impossible to ascertain, that the irreparable harm arising out of any breach shall be irrefutably presumed, and that the remedy at law for any breach will be inadequate to compensate the Corporation. Consequently, the Employee agrees that in the event of a breach of any such covenant, in addition to any other relief to which Corporation may be entitled, Corporation shall be entitled to enforce the covenant by injunctive or other equitable relief ordered by a court of competent jurisdiction.

21. MODIFICATION

No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

22. ENTIRE AGREEMENT

This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment, modification, or discharge is sought.

IN WITNESS HEREOF, each party has to sign this "Agreement" to accept the terms and conditions under the state Labour law of British Columbia, Canada.

EMPLOYEE

CORPORATION







Signature

Pradyumntiwari

Pradyumn tiwari
Name and Title

Ometía Berry

Authorized Signature

OMETIA BERRY (Bachelor in Legal Studies)

Name and Title