

POZIOM INC.

120, Vincy Villa 4th Cross, 2nd Main Road, NGEF Layout, Sadanandanagar, Bennigana Halli,
Bengaluru, Karnataka 560038

January 20, 2022

Shivam Singh Rathore

256-B, ward no. 11, Near Railway Crossing, Ameri, Bilaspur, Chhattisgarh (C.G.) - 495001

Dear Shivam Singh Rathore:

Poziom inc., a Delaware corporation (the “Company”), is pleased to offer you employment with the Company on the terms described below.

1. Position. You will start in a full-time position as Software Engineer - I and you will initially report to the Company’s Manager. You will perform the duties customarily performed by an employee in your position or as otherwise may be assigned to you by the Company. By signing this letter, you confirm with the Company that you are under no contractual or other legal obligations that would prohibit you from performing your duties with the Company.

2. Compensation and Employee Benefits. You will be paid as compensation for your services at a gross rate of INR 7,50,000 per year, payable on the Company’s regular payroll dates. As a regular employee of the Company, you will be eligible to participate in those Company-sponsored benefits generally made available to all employees.

3. Confidential Information and Invention Assignment Agreement. Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company’s standard Confidential Information and Invention Assignment Agreement.

4. Employment Relationship. Employment with the Company is for no specific period of time. Your employment with the Company will be “at will,” meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations which may have been made to you are superseded by this offer. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company’s personnel policies and procedures, may change from time to time, the “at will” nature of your employment may only be changed in an express written agreement signed by you and the Company’s Chief Executive Officer.

5. Outside Activities. While you render services to the Company, you agree that you will not engage in any other employment, consulting or other business activity without the written consent of the Company.

6. Withholding Taxes. All forms of compensation referred to in this letter are subject to applicable withholding and payroll taxes.

7. Miscellaneous.

(a) Governing Law. The validity, interpretation, construction and performance of the terms of this letter, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

(b) Entire Agreement. This letter sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(c) Counterparts. This letter may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

(d) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to this letter or any notices required by applicable law or the Company's Certificate of Incorporation or Bylaws by email or any other electronic means. You hereby consent to receive such documents and notices by such electronic delivery and agree to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

[Signature Page Follows]

This offer has been sent to you for electronic signature. By electronically signing this offer, you agree and acknowledge that you have been able to access and review the offer and choose to sign the offer electronically. If you wish to accept this offer, please electronically sign this letter and the accompanying Confidential Information and Invention Assignment Agreement. As required by law, your employment with the Company is also contingent upon your providing legal proof of your identity and authorization to work in the United States. This offer, if not accepted, will expire at the close of business on January 22, 2022.

We look forward to having you join us no later than February 1, 2022.

Very truly yours,

POZIOM INC.

E-signed using Clerky (0820a70f25f0bd8515610439bdf0eb0c)

By: Ankit Parasher

Ankit Parasher, CEO

ACCEPTED AND AGREED:

Date: January 20, 2022

SHIVAM SINGH RATHORE

E-signed using Clerky (abaa129aa2040f3e874a365121368453)

Shivam Singh Rathore

256-B, ward no. 11, Near Railway Crossing, Ameri, Bilaspur, Chhattisgarh (C.G.) - 495001

shivamsr.com@gmail.com