

PRIVATE & CONFIDENTIAL

December 24, 2023

Ajay Dhingra

C-129

N.D.M.C Society New Delhi, India

Re: Unizen Contractor Agreement

Dear Ajay Dhingra,

On behalf of Zen Innovations Pte Ltd., a Singapore corporation (the “**Company**”), I am very pleased to offer you this Unizen Contractor Agreement.

By accepting this Agreement on the Effective Date, you agree that the terms and conditions of your work shall be as set forth in Schedule A (the “**Terms of Engagement**”).

For the purposes of this Agreement, the “**Unizen**” shall mean, Zen Innovations Pte Ltd., a corporation existing under the laws of Singapore, and projects that are contractually managed and/or funded by ZenX Labs, an ideation lab, incubator, and accelerator for emerging blockchain companies and their respective cryptographic projects (“**ZenX**”).

You acknowledge that the company places significant value on its intellectual property (“**IP**”) and the confidentiality requirements of the company, its clients and business partners, and that, as a strict condition of your employment, you agree to abide by the terms and conditions set forth in the Confidentiality, IP Assignment & Non-Competition Agreement attached at Schedule B (the “**IP Agreement**”).

You agree that this Agreement contains the whole understanding between you and the Company and that it supersedes and replaces any oral or written prior negotiations, representations, or agreements.

Your agreement to the Terms of Engagement and the IP Agreement have not been induced by, nor do you rely upon or regard as material, any representations or writings whatsoever not incorporated into or made a part of this Agreement.

You confirm that you have no claims against the company arising out of your work with any of your current or previous employers or contractors.

This Agreement cannot be amended, modified, or supplemented except by a subsequent written amendment that is signed by you and a duly authorized officer of the company, which by default is Sean Noga, CEO, unless specified otherwise from Sean Noga.

This Agreement shall be governed by, and construed in accordance with, the laws of Singapore.

To the extent that any provision of this Agreement, or any paragraph, term, provision, sentence, phrase, clause, or word of this Agreement should be found to be illegal or unenforceable for any reason; such paragraph, term, provision, sentence, phrase, clause, or word shall be modified or deleted in such a manner as to make this Agreement, as so modified, legal and enforceable under applicable laws. The remainder of this Agreement shall continue in full force and effect.

You acknowledge and agree that damages may not be adequate remedy in the event of a breach of any of your obligations under this Agreement. You therefore agree that the company may be entitled (without limitation of any other rights or remedies otherwise available to the company) to obtain an injunction from any court of competent jurisdiction prohibiting the continuance or recurrence of any breach of this Agreement. You hereby submit yourself to the non-exclusive jurisdiction and venue of the courts of Singapore for purposes of any such action. You further agree that service upon you in any such action or proceeding may be made by certified or registered mail to your home address as last appearing on the records of the Company, with a PDF copy sent to your latest company email address.

This Agreement shall be binding upon and shall ensure to the benefit of the successors, executors, administrators, heirs, representatives and assigns of the parties. The waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof.

No waiver of any breach of any representation, agreement, covenant, term or provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other representation, agreement, covenant, term and/or provision of this Agreement, and no extension of the time for the performance of any obligation or other act required or permitted by this Agreement shall be deemed to be an extension of the time for the performance of any other obligation or any other act required or permitted by this Agreement.

You agree that this Agreement and/or the rights contained herein may be assigned in whole by the Company without your consent: (i) in connection with a transfer by way of continuation of the Company's business operations to another jurisdiction; or (ii) to Unizen, or a majority-owned subsidiary of Unizen.

You agree that all restrictions and provisions in this Agreement are reasonable and valid and all defenses to the strict enforcement thereof by the Company or any member of the company are hereby waived by you. It is expressly acknowledged by the parties that it is the parties' intent that such restrictions and provisions be enforceable to the fullest extent.

You declare that you have received (or that you have had the opportunity to receive) from legal counsel sufficient explanation of the nature and extent of the terms and conditions of this Agreement and the obligations derived therefrom and that this Agreement has been the object of negotiations between the parties hereto.

Each and all the headings contained in this Agreement are for reference only and shall not in any manner whatsoever affect the construction or interpretation of this Agreement or be deemed a part of this Agreement for any purpose whatsoever.

This Agreement shall be executed by the Company and by you in counterparts using DocuSign, which shall be deemed to be an original and which together shall constitute one instrument.


The previously executed agreement titled: 'Unizen Letter of Employment (AJ).docx (1).pdf' (DocuSign Envelope ID: 82FFF569-96D1-4FDD-9481-8E3A0006D883), will be considered null and void after the execution of this current agreement titled the following:

Complete_with_DocuSign_Unizen_Contractor_Agreement_(Ajay).pdf.



Further, Ajay agrees that the previous agreement Unizen Letter of Employment (AJ).docx (1).pdf' (DocuSign Envelope ID: 82FFF569-96D1-4FDD-9481-8E3A0006D883) is null and void and he has been entirely paid in full in relation to the agreement.

On behalf of the entire team at the company and myself, we are beyond thrilled to continue working with you into the future.

Yours sincerely,

DocuSigned by:

80506028235E4A0...

Sean Noga
CEO and Founder
Zen Innovations Pte Ltd.

RECEIPT ACKNOWLEDGED

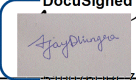
Received Copy

Simon Berglund
Head of Business Development
Zen Innovations Pte Ltd.

I understand and accept this Agreement, including the terms and conditions set forth in the Terms of Engagement and the IP Agreement.

I acknowledge and agree that I have been given full opportunity to obtain independent legal advice with respect to this Agreement before signing it.

This Agreement is signed in New Delhi (location) on 12/23/2023 (the "Effective Date").

DocuSigned by:

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Ajay Dhingra

SCHEDULE A

TERMS OF EMPLOYMENT

Name: Ajay Dhingra (the “**Contractor**”)

Employer: Zen Innovations Pte Ltd., a Singapore corporation with company registration number

202038311C

POSITION & RESPONSIBILITIES

Role: Technical Business Development Lead
(Part-time)

Reporting to: Simon Berglund, Head of Business Development and Sean Noga, Founder and CEO.

Start Date: December 09, 2023 (the “**Start Date**”).

COMPENSATION

Payment Currency: \$ZCX Token, unless stated otherwise by the company.

Wages: US \$29.95/hour (the “**Rate**”). Ajay will work for a maximum of 40 hours per month, equaling \$958 USD worth of \$ZCX tokens, payable to Ajay’s wallet addressing as follows:

ERC:20 Address for Ajay’s Monthly Salary in \$ZCX tokens:

COMMISSION

A fixed monthly commission of \$500 USD worth of ZCX tokens is paid of given KPI’s are met. These KPI’s are given to Ajay from Head of Business Development and may vary based on need, status and performance.

The Contractor shall provide the Head of BD with a written summary of his work hours in a form acceptable to the Head of BD no later than 48-hours prior to the end of each calendar month. The Head of BD shall confirm the summary within 24-hours of receiving it.

The Contractor’s wages shall be payable monthly in arrears on or before the end of each month by direct deposit to the Contractor’s designated ERC-20 wallet (stated above).

INCENTIVES

Ideation: The Contractor is encouraged to suggest potential ideation projects for ZenX and shall have the right to participate in the development of such approved and ZenX-funded projects as part of the project's development team, as mutually agreed with the Company.

TERMINATION & RESIGNATION

Termination: The Company reserves the right to terminate this Agreement with one (1) week written notice.

If the Contractor's engagement is terminated with Cause, the Contractor will not be eligible for any additional compensation or consideration, other than unpaid wages, as of the date of termination.

"Cause" shall mean cause for dismissal for reasons of fraud, embezzlement, gross negligence, wilful and careless disregard or gross dereliction of duty, incapacity or refusal to perform employment functions due to drug use or alcohol addiction, failure to report to work for a contiguous period of time greater than seventy-two (72) hours, conviction of a felony (other than traffic violations and minor misdemeanours), serious breach of duty not corrected within thirty (30) days of notice to that effect and discriminatory practices governed by statute.

Resignation: Should the Contractor wish to terminate her engagement with the Company, she shall give a minimum of two (2) week's written notice to the Company.

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SCHEDULE B
ZEN INNOVATIONS PTE LTD.

CONFIDENTIALITY, INTELLECTUAL PROPERTY & NON-COMPETITION AGREEMENT

- 1. NON-COMPETITION.** During his employment with the Company or a member of the company, the Contractor will comply with the non-competition covenants made by him herein.
- 2. CONFIDENTIALITY OBLIGATION.** The Contractor will hold all company Confidential Information in confidence and will not disclose, use, copy, publish, summarize, or remove from the company's premises any Confidential Information, except: (i) as necessary to carry out the assigned responsibilities with the Company; and (ii) after termination of the engagement, only as specifically authorized in writing by an approved officer of the Company, namely, Sean Noga (CEO), unless specified as another officer by the CEO directly. "**Confidential Information**" is all information related to any aspect of the company's business which is proprietary information of the Company or the company, whether of a technical nature or otherwise and information not known by either the general public or by actual or potential competitors of the company. Confidential Information includes computer programs, computer source code, inventions, ideas, designs, circuits, schematics, formulas, algorithms, trade secrets, works of authorship, mask works, developmental or experimental work, processes, techniques, improvements, know-how, data, financial information and forecasts, product plans, marketing plans, development or acquisition strategies and customer lists.
- 3. LIMITATIONS ON OBLIGATIONS.** The obligations of confidentiality specified in this Agreement shall not apply and the Contractor shall have no further obligations with respect to any Confidential Information she receives under this Agreement, if the Contractor produces clear and reasonable evidence that such Confidential Information:

 - (a) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Contractor;
 - (b) is in the possession of the Contractor at the time of disclosure otherwise than as a result of the breach by the Contractor of any legal obligation;
 - (c) becomes known to the Contractor through disclosure by a Third Party having the legal right to disclose such Confidential Information;
 - (d) is independently developed by the Contractor without reference to or reliance upon the Confidential Information; or
 - (e) is required to be disclosed by the Contractor to comply with applicable laws, regulations, rules or orders of a court or administrative body, PROVIDED THAT the Contractor provides prior written notice of such disclosure and takes reasonable and lawful actions to avoid and/or minimise the extent of such disclosure.
- 4. INFORMATION OF OTHERS.** The Contractor will safeguard and keep confidential the proprietary information of projects, customers, vendors, consultants, and other parties with which the Company or the company does business to the same extent as if it were the Company or company Confidential Information. The Contractor will not, during her employment with the Company or otherwise, use or disclose to the Company or the company any confidential, trade

secret, or other proprietary information or material of any previous contractor, employer, or other person and she will not knowingly bring onto the company's premises any unpublished document or any other property belonging to any former contractor or employer without the prior written consent of that former contractor or employer.

5. COMPANY AND company PROPERTY. All papers, records, data, notes, drawings, files, documents, samples, devices, products, equipment, and other materials, including copies, relating to the company's business that the Contractor possesses or creates as a result of his employment with the Company, whether or not confidential, are the sole and exclusive property of the Company. In the event of the termination of his engagement, the Contractor will promptly deliver all such materials to the Company and will sign and deliver to the Company a Termination Certification that shall be in the form attached hereto as Exhibit A.

6. OWNERSHIP OF INVENTIONS. All computer programs, computer source code, inventions, ideas, designs, circuits, schematics, formulas, algorithms, trade secrets, works of authorship, mask works, developments, processes, techniques, improvements and (other than general knowledge used in the course of the Contractor's job) and related know-how which result from work performed by the Contractor, alone or with others, on behalf of the Company or the company, or from access to the company Confidential Information or property whether or not patentable, copyrightable, or qualified for mask work protection (collectively "**Inventions**") shall be the property of the Company or the company and, to the extent permitted by law, shall be 'works made for hire'. The Contractor hereby assigns and agrees to assign to the Company or its designee, without further consideration, his entire right, title, and interest in and to all Inventions, other than those described in Section 6 of this Agreement, including all rights to obtain, register, perfect and enforce patents, copyrights, mask work rights and other intellectual property protection for Inventions. The Contractor will disclose promptly and in writing to the individual designated by the Company or to his immediate supervisor all Inventions which he has made or reduced to practice. During his employment and for four (4) years thereafter, the Contractor will assist the Company or the Company Group (at its expense) to obtain and enforce patents, copyrights, mask works rights, and other forms of intellectual property protection on Inventions.

7. EXCLUDED INVENTIONS.

7.1. Prior Inventions. Attached as Annex A is a list of all inventions, improvements and original works of authorship which the Contractor desires to exclude from this Agreement, each of which has been made or reduced to practice by his prior to his engagement by the Company. Any such inventions, improvements or original work of authorship listed on Schedule A shall be excluded from this Agreement to the extent that it was made or reduced to practice prior to the Contractor's engagement by the Company.

7.2. Inventions During Employment. The Contractor understands that, with respect to inventions, improvements and original works of authorship made or reduced to practice by his during the term of his engagement by the Company, this Agreement requires disclosure, but not assignment, of any invention or improvement that, in either case, she developed entirely on his own time without using the Company's or the company's equipment, supplies, facilities (other than such facilities which are publicly available), or trade secret information except for those inventions, improvements or works of authorship that either: (i) relate at the time of conception or reduction to practice of the invention to the Company's or the company's business or actual or demonstrably anticipated research or

development of the Company or the company; or (ii) result from any work performed by the Contractor for the Company or the company.

7.3. **Company's Confidentiality Obligation.** The Company hereby agrees to keep confidential and not to use for any purpose any invention or improvement disclosed to the Company: (i) pursuant to Section 7.1 or disclosed but not required to be assigned to the Company pursuant to Section 7.2; or (ii) with respect to which the Company has granted a waiver.

8. **PATENT APPLICATIONS.** If the Company or the company files an original patent application in any jurisdiction covering any invention of which the Contractor is a named inventor, she will receive an inventor's fee of 1,000 USDC per jurisdiction.

9. **PRIOR CONTRACTS.** Except as set forth in the attached Annex B, the Contractor represents that there are no other contracts to assign inventions that are now in existence between any other person or entity and the Contractor.

10. **AGREEMENTS WITH GOVERNMENTS AND OTHER THIRD PARTIES.** The Contractor acknowledges that the Company from time-to-time may have agreements with other persons or with the governments or agencies thereof which impose obligations or restrictions on the Company regarding Inventions made during the course of work under such agreements or regarding the confidential nature of such work. The Contractor agrees to be bound by all such obligations or restrictions and to take all reasonable action necessary to discharge the obligations of the Company thereunder.

11. **COVENANT NOT TO COMPETE.**

11.1. **Non-Compete.** During the term of employment with the Company or any member of the company and for a period of one (1) year after the termination of his engagement (the "**Restricted Window**"), the Contractor shall not (without the express written consent of a signing approved officer of the company, which by default is only Sean Noga, the 'CEO') on his own behalf or on behalf of another, either alone or in combination with others, directly or indirectly, in any capacity whatsoever (including, without limitation, as an employee, contractor, employer, director, officer, advisor, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchisor, franchisee, distributor, consultant, supplier or trustee):

- (a) engage in any association or dealing of any kind in direct competition with the chain data/trade aggregation and related IP of company that is deployed or being developed during the Restricted Window; or
- (b) as it relates to ZenX Ideation projects, engage in any association or dealing of any kind in competition with an Ideation project of ZenX, specifically and exclusively where: (a) the Contractor was the individual or one of the individuals who conceived and structured the idea; AND (b) the Contractor thereafter directly participated in that project's development; and
- (c) for the avoidance of doubt, as it relates to ZenX Incubation or Acceleration projects, there shall be no non-compete restriction on the Contractor during the Restricted Window.



12. COVENANT OF NON-SOLICITATION. During the term of employment and for a period of two (2) years after the termination or expiration of the Contractor's engagement with the Company or any member of the company, she shall not, without the prior written consent of the Company, on his own behalf or on behalf of another, either alone or in combination with others, directly or indirectly, in any capacity whatsoever (including without limitation, as an employee, employer, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchisor, franchisee, distributor, consultant, supplier or trustee):

- (a) interfere with, solicit or assist any third party to solicit any member of the Company Group to become an officer, director, employee, independent contractor or agent of me or such third party, or otherwise entice away from the employment of any member of the company, any member of the company; or
- (b) canvas or solicit (or procure or assist the canvassing or the soliciting of) any project or customer of any member of the company for purposes which are competitive with the business as conducted by any member of the company currently or during that period or to cease doing business with any member of the company during that period; or
- (c) accept (or procure or assist the acceptance of) any business from any customer of any member of the company for purposes which are competitive with the business as conducted by any member of the company currently or during that period.

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ANNEX A

EXCLUDED INVENTIONS, IMPROVEMENTS AND ORIGINAL WORKS OF AUTHORSHIP

Title Date Identifying Number or Brief Description

[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

Note: If there are no excluded inventions, improvements, or original works of authorship, please initial here:

[Redacted] 

ANNEX B

PRIOR CONTRACTS

Description Effective Date Status

	Until Present Date	Ongoing
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

Note: If there are no prior contracts, please initial here:

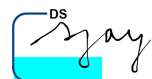
[Redacted] 



EXHIBIT A

TERMINATION CERTIFICATE

This is to certify that I do not have in my possession, nor have I failed to destroy and/or return, any paper, records, data, notes, drawings, files, documents, samples, devices, products, equipment and other materials, including reproductions of any other aforementioned items, belonging to the Company or the company.

I further certify that I have complied with all the terms of the Company's Confidential Information, IP and Non-Competition Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that, in compliance with the Confidential Information, IP and Non-Competition Agreement, I will hold in confidence and will not disclose, use, copy, publish or summarize any company Confidential Information (as defined in the Agreement) or of any of its projects, customers, vendors, consultants and other parties with which it does business.

Name:

Date:

Signature:

