



October 9th, 2025

Brandon Pak
115 Ferdinand St,
Tracy, CA 95376.

Dear Brandon,

On behalf of datanet IT (the "Company"), I am pleased to offer you employment **AI/ML Engineer**, beginning on October 20th, 2025.

As a member of our managed services program, you will be providing consulting services to our client, **Cisco**, supporting a team led by **John Federico**, at **Cisco Building 12, 400 E Tasman Dr, San Jose, CA 95134**. An outline of your duties is described in the addendum. Your start date and duration of employment will be governed by the client's needs and direction of the project you are assigned to.

Should you accept our offer, your salary will be **\$70** per hour, payable in accordance with the Company's normal payroll practices and subject to applicable deductions and withholdings. Your initial schedule will be Monday through Friday, beginning at or before 9 am PST.

As a Company employee, you may participate in those group insurance benefits that the Company may offer from time to time, subject to applicable eligibility requirements and other coverage limitations. The Company reserves the right to change the benefits offered to employees as it deems appropriate. You will be given more information about available group insurance benefits on or after your start date.

If you accept this offer, you will begin to accrue Paid Time Off at a rate of 3.38 hours per pay period (88 hours per annum), upon commencing employment. Upon termination, you will be paid for your accrued-but-unused Paid Time Off balance.

Additional information about Paid Time off, as well as other current employment policies and procedures, is set forth in the Employee Handbook, a copy of which will be given to you when you begin work. The Company will apply to you the same policies and procedures applicable to its employees generally, and reserves the right to change those policies and procedures, except the policy of at-will employment (discussed below), at any time, with or without advance notice.

While we hope that you will enjoy a long and rewarding career with the Company, nothing in this offer letter in any way guarantees you continued employment. Should you join us, the Company will employ you on an at-will basis. This means that either you or the Company may terminate the employment relationship at any time, with or without cause, and with or without notice. No manager, supervisor, or representative, except for the President, has authority to agree on behalf of the Company to employ you for any specific period of time or to employ you on other than an at-will basis; and any such agreement would be effective only if in writing and signed by the President.

In accordance with federal law, the Company requires that you present proof of your identify and right to work in the United States prior to starting work. Therefore, this offer is contingent upon your submission of proof of employment eligibility and our completion of employment verification. Mandated by the Immigration Reform and Control Act of 1986, we will be completing the I9 formalities to verify your



identity and legal authorization to work in the United States. Failure to provide evidence of your employment eligibility on the first day of your employment will postpone your start date or result in termination of your employment.

Further, this offer is contingent upon you successfully completing and passing a background check. Please complete the link you will receive from Advanced Reporting authorizing them to initiate your Background Check.

During the period of employment, you will gain access to a lot of information specific to the Company and our clients' business. You agree to not disclose any such information in any form to any other individuals not employed by the Company or its clients without written consent. Consequently, this offer and your start date are additionally contingent upon you executing the Company's enclosed Confidential Information and Non-Disclosure Agreement.

In accepting this offer of employment, you acknowledge that you have not relied upon any statement made by the Company or any of its representatives or employees, with regard to the terms of your employment unless the representation is specifically included in this written offer. Furthermore, this offer letter and its enclosures contain our entire understanding regarding the subject matter addressed in those documents and supersede any or all prior representations and agreements regarding such matters. Once you've signed it, the terms of this offer can only be changed by another written agreement signed by you and each of the persons (or their designees) who sign below.

This letter is governed by CA Law, without reference to conflict of law provisions.

We are excited about the prospect of working with you and hope that you will decide to join us. If you wish to accept employment with the Company under the terms set forth in this letter, please sign the copy and return it to me on or prior to the close of business on 10/10/2025; if you have not yet returned a signed letter to me by that time, our offer will expire.

If you have any questions about our offer, or employment at the Company in general, I encourage you to call me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Muir", positioned above a horizontal line.

Steve Muir
President

I accept this offer with datanet IT on the terms set forth above.

A handwritten signature in black ink, appearing to read "Brandon Pak", positioned above a horizontal line.

Brandon Pak (Oct 9, 2025 14:45:24 EDT)

Brandon Pak

Date

10/09/2025

Anticipated Start Date: October 20th, 2025



NON-DISCLOSURE AGREEMENT

This Agreement is made by and between datanet IT, a corporation having its principal place of business at 3431 De La Cruz Blvd., Santa Clara, CA 95054 (Company) and Brandon Pak whose principal mailing address 115 Ferdinand St, Tracy, CA 95376. (Recipient).

1. Definition of Confidentiality. As used in this Agreement, "Confidential Information" refers to any information which has commercial value and is either (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, or (ii) non-technical information relating to Company's products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary and confidential to Company.
2. Nondisclosure and Nonuse Obligations. Recipient will maintain in confidence and will not disclose, disseminate or use any Confidential Information belonging to Company, whether or not in written form. Recipient agrees that Recipient shall treat all Confidential Information of Company with at least the same degree of care as Recipient accords its own confidential information. Recipient further represents that Recipient exercises at least reasonable care to protect its own confidential information. If Recipient is not an individual, Recipient agrees that Recipient shall disclose Confidential Information only to those of its employees who need to know such information and certifies that such employees have previously signed a copy of this Agreement. Notwithstanding the foregoing, Recipient may disclose a trade secret in confidence to a Federal, State, local government official, or an attorney, and solely for the purpose of reporting or investigating a suspected violation of law. Additionally, nothing in this Agreement is intended to or will preclude Recipient from disclosing a trade secret in a complaint or other document filed in a lawsuit or other judicial or administrative proceeding, so long as the document is filed under seal to prevent disclosure of the trade secret to the public.
3. Survival. This Agreement shall govern all communications between the parties. Recipient understands that its obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligations") shall survive the termination of any other relationship between the parties. Upon termination of any relationship between the parties, Recipient will promptly deliver to Company, without retaining any copies, all documents and other materials furnished to Recipient by Company.
4. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of CA, as such laws are applied to agreements entered into and to be performed entirely within CA between CA residents.
5. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at



law, and Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

6. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

COMPANY:

By: _____

Name: **Steve Muir**

Title: **President**

RECIPIENT:

By: _____
Brandon Pak (Oct 9, 2025 14:45:24 EDT)

Name: **Brandon Pak**_____

Title: **AI/ ML Engineer**



DATA NET IT, INC.
MUTUAL AGREEMENT TO ARBITRATE EMPLOYMENT- RELATED DISPUTES

This dispute resolution agreement is a contract and covers important issues relating to your rights. It is your sole responsibility to read it and understand it. You are free to seek assistance from independent counsel or other advisors of your choice outside the Company or to refrain from doing so if that is your choice.

Este acuerdo de resolución de litigios es un contrato y abarca cuestiones importantes relacionadas con sus derechos. Es su exclusiva responsabilidad leerlo y comprenderlo. Usted es libre de solicitar la asistencia de un abogado independiente o de otros asesores de su elección ajenos a la empresa, o de abstenerse de hacerlo si esa es su elección.

This Mutual Agreement to Arbitrate Employment-Related Disputes ("**Agreement**") is made and entered into by and between Data Net IT (the "**Employer**") and you (the "**Employee**") (the Employer and the Employee are collectively referred to herein as the "**Parties**").

1. Intent of the Agreement. It is the intent of Parties to resolve all disputes, claims, and any other matters arising out of or relating to the Employee's employment with the Employer or termination of employment by binding private arbitration, to the fullest extent allowed under applicable law, in accordance with the provisions of this Agreement. The Parties understand that by entering into this Agreement **THE EMPLOYEE AND THE EMPLOYER ARE GIVING UP THE RIGHT TO A JURY TRIAL OR TO FILE A LAWSUIT IN COURT AGAINST THE OTHER, AND THE RIGHT TO BRING A CLASS OR COLLECTIVE ACTION AGAINST THE OTHER IN COURT OR IN ARBITRATION**, regarding any claims covered by this Agreement.

2. Mandatory Arbitration. In exchange for the mutual promises contained in this Agreement, the Parties agree that:

(a) any and all "**Covered Claims**" (as defined in Section 3 below) shall be submitted to and resolved by final and binding arbitration to be held (unless the parties agree in writing otherwise) within 45 miles of and in the same state where the Employee is or was last employed by the Employer, before a single arbitrator and administered by JAMS in accordance with JAMS Employment Arbitration Rules and Procedures ("JAMS Rules") applicable at the time the arbitration is commenced, except as modified by this Agreement. The JAMS Rules may be found at www.jamesadr.com/rules-employment or by searching for "JAMS Employment Arbitration Rules and Procedures" using a service such as www.google.com or by contacting the Company's Human Resources Department at 408 684 8503 for a copy of the rules. If the applicable JAMS Rules are inconsistent with the terms of this Agreement, the terms of this Agreement shall govern;

(b) to the fullest extent allowable by law, the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, formation, validity, or enforceability of this Agreement, including but not limited to the arbitrability of any dispute between the parties, except for a dispute regarding the enforceability or scope of the class and collective action waiver in Section 5 and the application of Chapter 4 of the Federal Arbitration Act (FAA), which shall be determined by a court of competent jurisdiction;



(c) if either Party files a demand for arbitration or lawsuit containing both arbitrable and nonarbitrable claims, the other Party reserves the right to compel arbitration regarding the arbitrable claims and seek a stay of proceedings regarding any nonarbitrable claims;

(d) the Arbitrator shall issue a written decision stating the essential findings and conclusions of law on which the Arbitrator's award is based;

(e) the Arbitrator's decision shall be final and binding only on the Parties to this Agreement, and the Parties agree that awards deciding issues for similarly situated employees will have no preclusive effect in any arbitration between the Parties;

(f) nothing in this Agreement shall preclude the Parties from seeking provisional remedies, such as an injunction or temporary restraining order, in aid of arbitration from a court of competent jurisdiction or from the arbitrator;

(g) the Arbitrator shall have the power to award any type of legal or equitable relief that would be available in a court of competent jurisdiction including but not limited to attorneys' fees and punitive damages when such damages and fees are available under the applicable statutes and/or judicial authority;

3. Covered Claims. Except as provided in Section 4, Covered Claims under this Agreement shall include all past, current, and future grievances, disputes, claims, or causes of action that otherwise could be brought in a federal, state, or local court under applicable federal, state, or local laws, arising out of or relating to the Employee's employment with the Employer, including claims arising out of or related to the Employee's hiring, recruitment, job performance, professional conduct and termination of employment, and including claims the Employee or the Employee's successors or assigns may have against the Employer or the Employer's present or future parents, subsidiaries, affiliates, successors, assigns, officers, directors, supervisors, managers, employees, or agents in their capacity as such or otherwise, and vice versa. Covered Claims include, but are not limited to, claims for breach of any contract or covenant (express or implied), tort claims, claims for wages, bonuses, or other compensation, claims for wrongful termination (constructive or actual), claims for discrimination, harassment, or retaliation (including, but not limited to, harassment or discrimination based on race, age, color, sex, gender, gender identity, transgender status, sexual orientation, national origin, alienage or citizenship status, creed, religion, marital status, partnership status, familial status, domestic violence victim status, military status, predisposing genetic characteristics, medical condition, including pregnancy, psychological condition, mental condition, criminal accusations and convictions, disability, or any other trait or characteristic protected by federal, state, or local law, claims for violation of any federal, state, local or other governmental law, statute, regulation, or ordinance, including, but not limited to, all claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Equal Pay Act, the Employee Retirement Income Security Act, the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Worker Adjustment and Retraining Notification Act, the Age Discrimination in Employment Act, the Fair Credit Reporting Act, the Uniform Services Employment and Reemployment Rights Act, the Genetic Information Nondiscrimination Act, and penalties pursuant to the Private Attorneys General Act of 2004 (Labor Code section 2698 et seq.) that are based on alleged violations affecting the Employee personally ("Individual PAGA Claims"), all as amended, and together with all of their respective implementing regulations, and any other federal, state, local, or foreign law governing any aspect of the Parties' employment relationship or termination of that relationship that can be arbitrated under applicable federal law. Covered Claims under this Agreement



include claims arising out of or related to acts or omissions that occurred before entering into this Agreement and those that may occur in the future.

4. Claims Not Covered. Notwithstanding anything to the contrary in Section 2 or Section 3 of this Agreement, this Agreement **does not** cover:

- (a) claims for workers' compensation benefits;
- (b) claims for unemployment compensation benefits;
- (c) claims that cannot be arbitrated pursuant to the provision of, or following an election not to arbitrate provided by, the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021;
- (d) whistleblower retaliation claims under the Sarbanes-Oxley Act (SOX) or the Dodd-Frank Act that cannot be arbitrated as a matter of law;
- (e) administrative charges for unfair labor practices or other complaints or proceedings brought before the National Labor Relations Board (NLRB);
- (f) administrative charges brought before the Equal Employment Opportunity Commission (EEOC) or other similar administrative agency;
- (g) claims for penalties pursuant to the Private Attorneys General Act of 2004 that are based on alleged violations not affecting the Employee personally ("Representative PAGA Claims"); provided, however, that Representative PAGA Claims shall be stayed pending completion of the arbitration on any related Individual PAGA Claims and the determination by the arbitrator of the Employee's status, if any, as an aggrieved employee pursuant to PAGA; and
- (h) any other claims that, as a matter of law, the Parties cannot be compelled to arbitrate under applicable law.

5. Waiver of Class and Collective Actions. Employee and Employer expressly intend and agree that, to the fullest extent allowable by applicable federal law:

- (a) class and collective action procedures shall not be asserted and will not apply in any arbitration pursuant to this Agreement;
- (b) each party will not assert class or collective claims against the other in court, in arbitration, or otherwise;
- (c) each party shall only submit their own individual claims in arbitration and will not seek to represent the interests of any other person in arbitration;
- (d) any claims by the Employee will not be joined, consolidated, or heard together with the claims of any other employee without the mutual written consent of the parties to the proceedings;



(e) notwithstanding anything to the contrary in the JAMS' Rules and the general grant of authority to the arbitrator in Section 2 to determine issues of arbitrability, the arbitrator shall have no jurisdiction or authority:

(i) to compel any class or collective claim;

(ii) to consolidate arbitration proceedings between the Employer and Employee with different arbitration proceedings between the Employer and any other employee, or join any other party to an arbitration, between the Employer and Employee, without the mutual written consent of the parties to the proceedings; or

(iii) to determine issues as to the validity, enforceability, breach, or scope of the class and collective action waiver, which shall be determined by a court of competent jurisdiction; and

(f) notwithstanding the severability provision in Section 15 of this Agreement, if there is a final judicial determination by a court of competent jurisdiction that all or part of the class and collective action waiver in this section is unenforceable, and either party has alleged any class or collective action claims, then the class or collective action claims to that extent must be litigated in a court of competent jurisdiction, and any portion of the class and collective action waiver that is enforceable shall remain enforced in arbitration.

6. Waiver of Trial by Jury. The Parties understand and fully agree that by entering into this Agreement to arbitrate, they are giving up their constitutional right to have a trial by jury, and are giving up their normal rights of appeal following the issuance of the arbitrator's award except as applicable law provides for judicial review of arbitration proceedings.

7. Claims Procedure. Arbitration shall be initiated by the express written notice of either Party. The aggrieved party must give written notice of any claim to the other Party. Written notice of Employee's claim shall be mailed by certified or registered mail, return receipt requested, to Steve Muir, President, Datanet IT, 3431 De la Cruz Blvd., Santa Clara, CA 95054 ("**Notice Address**"). Written notice of Employer's claim will be mailed, by certified or registered mail, return receipt requested, to the last known address of Employee. The written notice shall identify and describe the nature of all claims asserted and the facts supporting the claims. Written notice of arbitration shall be initiated within the same time limitations that applicable law applies to those claim(s).

8. Arbitrator Selection. The Arbitrator shall be selected as provided in the JAMS Rules.

9. Discovery. The JAMS Rules regarding discovery shall apply to arbitration under this Agreement. To the extent not provided for in the JAMS Rules, the Arbitrator shall have the power to order discovery on a showing that discovery is necessary for a Party to have a fair opportunity to present a claim or defense. Notwithstanding this, eDiscovery will be limited to information specific to Employee and Employee's claims in the arbitration. In the event a dispute arises regarding the preservation, collection or production of electronically stored information (ESI), the arbitrator will consider mutual proposals by the parties to reasonably limit the time and costs associated with eDiscovery, as proportional to the claims and defenses in the arbitration. The Arbitrator shall have the authority to set deadlines for completion of discovery. The Arbitrator shall decide all discovery disputes.



10. Governing Law; Substantive Law. This Agreement, as well as the validity, construction, interpretation, and enforcement of this Agreement, and any arbitration under this Agreement shall be governed by the FAA to the exclusion of any state law inconsistent with the FAA. The Arbitrator shall apply the substantive state or federal law (including the applicable statute of limitations) as applicable to the claim(s) asserted in arbitration. Claims arising under federal law shall be determined in accordance with federal law. Common law claims shall be determined in accordance with the substantive law of the State where the Employee worked with the Employer at the time the respective claim accrued (which shall be determined by the Arbitrator without regard to its conflict of law principles).

11. Enforcing Award. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction without any right of further judicial review or appeal.

12. Arbitration Fees and Costs. The Employer shall be responsible for the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing, except that the Employee shall be responsible for paying the initial filing fees as provided by the JAMS Rules. Notwithstanding the preceding sentence, in no event will the Employee be responsible for any portion of filing fees in excess of the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted. Each Party shall pay its own deposition, witness, expert, and attorneys' fees and other expenses to the same extent as if the matter were being heard in court. However, if any Party prevails on a statutory claim that affords the prevailing party the right to recover attorneys' fees and/or costs, or if there is a written agreement providing for attorneys' fees and/or costs to be awarded to the prevailing party, the Arbitrator may award reasonable attorneys' fees and/or costs in accordance with the applicable statute or written agreement. The Arbitrator shall resolve any dispute as to the reasonableness of any fees and/or costs awarded under this section.

13. Term of Agreement; Modification in Writing. This Agreement to arbitrate shall survive the termination of Employee's employment. It can only be modified in a writing that specifically states an intent to modify this Agreement and which is signed by both Employee and Steve Muir, President.

14. Successors and Assigns. Employer may freely assign this Agreement at any time. This Agreement shall inure to the benefit of Employer's successors and assigns.

15. Severability. Except as otherwise provided in Section 5 of this Agreement, if any provision of this Agreement to arbitrate is adjudged to be void or otherwise unenforceable, in whole or in part, the void or unenforceable provision shall be severed and that adjudication shall not affect the validity of the remainder of this Agreement.

16. Right to Revoke this Agreement. The Employee may revoke this Agreement within 30 days after signing this Agreement by writing to Benu Santosh at the address noted in Section 7 above or by emailing benu@datanetIT.com. To revoke this Agreement, the Employee must expressly state that they are revoking this Agreement, and they must provide their name and address. If the Employee revokes this Agreement within the 30-day period, neither the Employee nor the Employer will be bound by the terms of this Agreement. If the Employee does not revoke this Agreement within the 30-day period, both the Employee and the Employer shall be bound by the terms of this Agreement. The Employee acknowledges and understands that they have the right to consult with an attorney of the Employee's choice concerning this Agreement and that the Employee will not be subject to retaliation if they exercise their right to revoke this Agreement.



Employer Acknowledgement: By signing below, I am certifying that I am authorized to bind the Employer, and that the Employer understands, and agrees to be bound by the foregoing Agreement.

A handwritten signature in black ink, appearing to read "Steve Muir", positioned above a horizontal line.

Dated: 10/09/2025

Steve Muir, President

Employee Acknowledgement: By signing below, I am certifying that I have read, understand, and agree to be bound by the foregoing Agreement. I further certify that I was given reasonable time to review, ask questions about, and consider this Agreement, and am signing it of my own accord and free will.

A handwritten signature in black ink, appearing to read "Brandon Pak", positioned above a horizontal line. Below the line, there is a small blue text stamp that reads "Brandon Pak (Oct 9, 2025 14:45:24 EDT)".

Dated: 10/09/2025

Brandon Pak