



09/24/2025

Hanjie Shao
675 Blackbury Ln, San Jose, CA 95133

Dear Hanjie,

It is our pleasure to offer you employment with NUBYT, Inc. as **Data Engineer** on the following terms:

1. Employment and Duties.

Your employment shall be with NUBYT, Inc., a New Jersey corporation, as a **Data Engineer**. In your initial capacity you will report to Ria Jain and work remotely for our client Lyft Inc, otherwise assigned to a different location. You will be responsible for delivering and achieving the results. ("Deliverable(s)") as will be provided to you in writing and verbally from time to time. You shall devote your full time, ability, attention, energy, and skills solely and exclusively to performing your duties on behalf of NUBYT, Inc. at all times during your employment.

2. Start Date.

If you accept this offer, your tentative first day of employment with NUBYT, Inc. will be **10/06/2025**.

3. Compensation.

The terms and conditions of your employment with the Company will be paid on W2 hourly at the rate of **\$100/hr.**, less applicable taxes and authorized deductions, payable on a Bi-Weekly basis, as per client's time-sheet approval.

5. At-Will Employment.

It is understood and agreed that your employment with NUBYT, Inc. is for no specified term and that our employment relationship is at the mutual consent of both parties. Specifically, your employment will be on an "at will" basis, meaning that either you or NUBYT, Inc. may terminate the employment relationship with or without cause at any time, with or without notice. It is further understood and agreed that there are no express or implied agreements contrary to the foregoing and that no one other than the President of NUBYT, Inc. has any authority to enter into an employment agreement for a specified period of time or to make any agreement that is contrary to the foregoing. Any such agreement by the President must be in writing and fully executed by both the President and you.

6. Additional Requirements.

As a condition of your employment, you will be required to sign a copy of our Confidentiality, Assignment and Non-Solicitation Agreement, which is attached for your information. Please note that it is the policy of NUBYT, Inc. to fully respect the proprietary and confidential information rights of your previous employers. You are not expected to disclose, nor are you allowed to use for the purposes of NUBYT, Inc., any confidential



or proprietary information you may have acquired as a result of previous employment. In addition, as an employee, we require that you comply with all of our policies and procedures regarding employment. Violation of any or our policies or procedures would be cause for disciplinary action including termination. Finally, in order to conform to the requirements Immigration Reform and Control Act of 1986, please bring with you on your start date the original of one of the documents noted in List A on the I-9 form attached or one document from List B and one document from List C. If you do not have the origins of any of these documents, please call the Human Resources Department immediately. Please do not complete or sign the I-9 until you begin employment. This offer is contingent upon your providing sufficient documentation to show proof of eligibility for employment in the United States.

7. Arbitration.

All claims, disputes, controversies, or disagreements of any kind whatsoever that may arise between you and NUBYT, Inc., including any dispute or controversy arising out of or in connection with your employment or the termination of your employment, shall be submitted to final and binding arbitration before American Arbitration Association ("AAA") in Princeton, New Jersey in accordance with the rules and procedures of AAA then existing.

- a. Disputes covered by this arbitration provision include but are not limited to the following: (1) alleged violations of federal, state, or local constitutions, statutes, regulations, or ordinances, including, but not limited to, antidiscrimination and harassment laws; (2) allegations of a breach of a contractual obligation; and (3) alleged violations of public policy.
- b. The following are expressly excluded from this arbitration provision and are not covered by this Agreement: (1) disputes related to workers' compensation or unemployment insurance; (2) administrative claims filed with government agencies such as the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment and Housing (DFEH), or the National Labor Relations Board (NLRB); and (3) disputes that are expressly excluded by statute.
- c. In consideration for and as a material condition of your employment with NUBYT, Inc., you agree that final and binding arbitration is the exclusive means for resolving the disputes outlined in this Agreement. However, this Agreement to arbitrate does not in any way alter the at-will status of your employment. This Agreement is a waiver of all rights you may have to a civil court action on any dispute outlined by this Agreement. Accordingly, only an arbitrator, not a judge or jury, will decide the dispute, although the arbitrator has the authority to award any type of relief that could otherwise be awarded by a judge or jury.

8. Complete and Final Agreement.

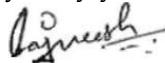
Once signed by you, this Agreement and the Confidentiality, Assignment and Non-Solicitation Agreement will constitute the complete agreement between you and NUBYT, Inc. regarding employment matters and will supersede all prior written or oral agreements or understandings on these matters. This letter may only be modified by a written agreement signed by you and an officer of NUBYT, Inc. If any portion of this Agreement shall, for any reason, be held invalid or unenforceable, or contrary to public policy or any law, the remainder of this Agreement shall not be affected by such invalidity or unenforceability, but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.

If you wish to accept this offer of employment, please sign and date this letter agreement in the spaces provided below and return it to me by **09/25/2025**. By so signing, you acknowledge that you have received no



inducements or representations other than those set forth in this letter that cause you to accept this offer of employment. We look forward to your joining us at NUBYT, Inc.

Very truly yours,

By: 

(Raj Bhavani)

VP, Delivery and Operations, NuByt, Inc.

Offer accepted:

Hanjie Shao

[Name of employee]

[Date]

Confidentiality, Assignment and Non-Solicitation Agreement

I recognize that NUBYT, Inc., a New Jersey corporation (along with its current and future subsidiaries, affiliates, successors, or assigns, collectively, the "Company") is engaged in **Consulting/ Services** [description of business]. As a condition of my becoming employed (or my employment being continued) by the Company, and in consideration of my employment relationship with the Company (referred to herein as my "Employment") and my receipt of the compensation now and hereafter paid to me by the Company, I hereby agree as follows:

SECTION I. Definitions

As used in this Agreement, the following terms have the following meanings:

(1) "Proprietary Information" shall mean information disclosed to me, either directly or indirectly, in writing or orally or by drawings or observation, known to me, or developed by me, alone or with others, in connection with my Employment with the Company: (i) that is not generally known in the industry in which the Company is or may become engaged; (ii) that has been created, discovered, developed, or otherwise become known to the Company or in which property rights have been assigned or otherwise conveyed to the Company; and (iii) that has material economic value or potential material economic value to the Company's present or future business. Without limiting the generality of the foregoing, Proprietary Information shall include trade secrets (as defined under the version f the Uniform Trade Secrets Act adopted and in effect in the State of New Jersey from time-to-time during the terms of this Agreement) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, negative know-how, data, research, techniques, technical data, customer and supplier lists, and any modifications or enhancements of any of the foregoing, and all Company program, pricing, marketing, sales, business contract, or other financial or business **information**.

(2) "Rights" means all patents, trademarks, service marks and copyrights, and other recognized proprietary rights pertaining to **Proprietary Information** or Work Product (as defined in Section 5(a) of this **Agreement**).



**SECTION
II.
Duty of Trust and Confidentiality; Acknowledgements**

I acknowledge that my Employment creates in me a duty of trust and confidentiality to the Company with respect to the **Proprietary Information** or any other **information**:

- (1) related, applicable, or useful to the Company's business, including the Company's anticipated research and development.
- (2) resulting from tasks assigned to me by the Company.
- (3) resulting from the use of equipment, supplies, or facilities owned, leased, or contracted for by the Company; or
- (4) related, applicable, or useful to the business of any of the Company's clients or customers, which may be made known to me by the Company or by such client or customer or developed or otherwise learned by me during the course of my Employment.

**SECTION
III.
Nondisclosure and Protection of Proprietary Information**

At all times, both during my Employment and after the cessation of my Employment, whether the cessation is voluntary or involuntary, I will not, directly, or indirectly, except as required by the normal business of the Company or as expressly consented to in writing and in advance by the President of the Company:

- (1) disclose, publish, or make available, other than to an authorized employee, officer, or director of the Company, any **Proprietary Information** or Rights.
- (2) sell, transfer, or otherwise use or exploit any **Proprietary Information** or Rights.
- (3) permit the sale, transfer, use, or exploitation of any **Proprietary Information** or Rights by any third party; or
- (4) retain upon termination of Employee's employment with the Company any **Proprietary Information** or Rights, any copies thereof, or any other materials containing or constituting **Proprietary Information** or Rights.

To the extent that I obtain **information** on behalf of the Company that may be subject to the attorney-client privilege between the Company and any of the Company's attorneys, I will take reasonable steps to maintain the confidentiality of such **information** and to preserve that privilege.

If, at any time, I become aware of any unauthorized access, use, possession, or knowledge of any **Proprietary Information** or Rights, I shall immediately notify the President of the Company and shall take reasonable measures to prevent unauthorized persons or entities from having access to, obtaining, or being furnished with any **Proprietary Information**. I also agree that to the extent any court or agency seeks to have me disclose **Proprietary Information**, I shall promptly inform the Company and shall take such reasonable steps as are available to me to prevent disclosure of such **Proprietary Information** until the Company has been informed of the requested disclosure and the Company has an opportunity to respond to such court or agency.



I shall provide all reasonable assistance to the Company to protect the confidentiality of any such Proprietary Information or Rights that I may have directly or indirectly disclosed, published, or made available to third parties in breach of this Agreement, including reimbursement for any and all attorney's fees that the Company may incur to protect its rights in such Proprietary Information or Rights.

SECTION IV. **Confidential and Proprietary Information of Third Parties**

The Company has received and, in the future, will receive from third parties their confidential or proprietary information, subject to the Company's duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I owe the Company and such third parties, during my Employment and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence, and I shall not disclose, use, or induce or assist in the use or disclosure of any such confidential or proprietary information without the Company's prior express written consent, except as may be necessary in the ordinary course of performing my duties as an employee of the Company, consistent with the Company's agreement with such third party.

SECTION V. **Disclosure and Assignment of Work Product**

I will promptly disclose to the Company all work product that I produce within the scope of my Employment, or which relates directly to or involves the use of any Proprietary Information or Rights, including but not limited to all software, concepts, ideas, designs, documentation, memoranda, inventions, business methods, processes, and other documents, writings or tangible things of any kind ("Work Product").

I acknowledge and agree that all copyrightable Work Products prepared by me within the scope of my Employment are "works made for hire" and consequently, that the Company owns all copyrights thereto and all interests therein.

I hereby assign to the Company all right, title and interest (including but not limited to all patent, copyright, and trade secret rights) in and to all Work Products prepared by me, whether patentable or not, made or conceived in whole or in part by me within the scope of my Employment, or that relate directly to, or involve the use of Proprietary Information or Rights.

I agree to execute all documents reasonably requested by the Company to further evidence the foregoing assignment and to provide all reasonable assistance to the Company (at the Company's expense) in perfecting or protecting any or all of the Company's rights in my Work Product including, without limitation, assisting the Company in obtaining United States or foreign patents and copyright registrations covering inventions and original works of authorship assigned hereunder to the Company. I acknowledge that these obligations shall continue after the cessation of my Employment for any reason, whether with or without cause, but the Company shall compensate me at a reasonable rate for time actually spent by me at the Company's request on such assistance. If the Company is unable because of my mental or physical incapacity, or for any other reason, to secure my signature to apply for or to pursue any application for the United States or foreign patent or copyright registrations covering inventions or original works of authorship assigned to the Company as above, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my



agent and attorney in fact, to act for and on my behalf and stead, to execute and further the prosecution and issuance of patent or copyright registrations thereon with the same legal force and effect as if executed by me.

I represent that I have indicated on attachment to this Agreement all inventions, expressions of ideas, or other work product possibly related to the Company's business and created prior to my Employment in which I have any right, title, or interest that I do not assign to the Company. If I do not have any such inventions, expressions of ideas, or work product to indicate, I have written "none" on the attachment.

**SECTION
VI.
Noncompetition and Noninterference with Business**

I agree that during my Employment, I shall:

- (a) not directly or indirectly engage in any employment, occupation, consulting, or other business activity which the Company shall determine in good faith to be in competition with the Company or to interfere with my duties as an employee of the Company.
- (b) not engage in any business enterprise that would be in competition with the Company.
- (c) not enter into, be engaged or interested, as a stockholder (owning more than 50%), officer, agent, employee or otherwise, in any business or undertaking which may compete in any manner with that of the Company.
- (d) promptly disclose to the Company's appropriate corporate officers or directors all business opportunities that are: (i) presented to me in my capacity as an officer or employee of the Company; and (ii) of a similar nature to the type of business the Company currently engages in or has expressed an interest in engaging in the future; and
- (e) not usurp or take advantage of any such business opportunity without first offering such opportunity to the Company and receiving written notice from the President of the Company that the Company is waiving its rights with respect thereto.

Following the termination of my Employment, I agree that I shall not:

- (a) engage in unfair competition with the Company.
- (b) aid others in any unfair competition with the Company.
- (c) in any way breach the confidence that the Company placed in me during my Employment.
- (d) misappropriate any Proprietary Information or Rights; or
- (e) breach any of my duties or obligations to the Company or any third party under this Agreement or any other agreement to which I am a party that relates to the subject matter hereof.



**SECTION
VII.
Non-Solicitation of Business or Customers**

The Company considers and I acknowledge that the Company's customer lists and all information relating to the Company's customers are Proprietary Information. I further understand that the business requirements, likes and dislikes of the Company's customers are intrinsic to the value of this Proprietary Information. I therefore agree that for a period of one (1) year after the cessation of my Employment for any reason, whether with or without cause (or if this period shall be unenforceable by law, then for such period as shall be enforceable), I shall not influence or attempt to influence customers of the Company to divert their business to any individual or entity then in competition with the Company. I further and specifically promise and agree that, during the time period referred to in this Section 8, I will not disrupt, damage, impair, or interfere with the business of the Company by disrupting its relationships with customers, agents, representatives, or vendors.

**SECTION
VIII.
Reasonableness of Restrictions**

I acknowledge that I have carefully read and considered the provisions hereof and, having done so, agrees that the restrictions set forth herein (including, but not limited to, the time periods of any restrictions) are fair and reasonable and are reasonably required for the protection of the interests of the Company.

**SECTION
IX.
Returning the Company Documents and Other Tangible Items**

On termination of my Employment for whatever reason, whether with or without cause, I shall not take, nor allow a third party to take, and I shall return to the Company, all original copies and all reproductions of Proprietary Information, including but not limited to devices, records, sketches, reports, notebooks, proposals, lists, correspondence, equipment, documents, computer diskettes, photographs, negatives, undeveloped film, notes, drawings, specifications, tape recordings or other electronic recordings, programs, data, or other materials or property of any nature belonging to the Company or pertaining to my Employment or work with the Company. I recognize that the unauthorized taking of any Proprietary Information may subject me to criminal prosecution and may also result in civil liability. In addition, I agree to comply with all Company policies and procedures relating to termination of employees including, without limitation, completing any required termination interviews and execution such documents as may reasonably be requested by the Company with respect to the return or other disposition of the Proprietary Information or any other matter covered by this Agreement.



**SECTION
X.
Termination of Employment**

The terms and conditions of this Agreement shall continue to apply to any period after termination of Employment, for whatever reason, and to any period during which I perform services for the Company as a consultant or independent contractor.

**SECTION
XI.
Notification to New Employers**

If I leave the employment of the Company, I consent to the Company's notification to any new employer of my rights and obligations under this Agreement. In order to assist the Company in the exercise of its rights under this Section 12, I agree to notify the Company in writing by United States mail, return receipt requested, within five (5) days of accepting employment with any other employer (including self-employment). Said notice shall include the name, address and telephone number of the new employer(s), the date that such employment commenced and a description of the duties to be performed by me. In addition, I agree to inform any such new employer of the existence of this Agreement and my ongoing duties and obligations to the Company hereunder.

**SECTION
XII.
Representations and Warranties**

I represent and warrant that:

- (a) my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my Employment.
- (b) I have not and shall not enter into any agreement, either written or oral, in conflict with this Agreement.
- (c) I have not brought and will not bring to the Company, or use in my Employment, any materials or documents of a former employer (which for purposes of this Agreement, shall include persons, firms, corporations, and other entities for which I have acted as an independent contractor or consultant) that are not generally available to the public, unless I first obtain express written authorization from any such former employer for their possession and use;
- (d) I have not entered into any non-competition or non-solicitation agreements prior to my Employment; and
- (e) none of my Work Product will knowingly infringe upon or violate any patent, copyright, trade secret, or other property right of any of my former employers or any other third party.

I shall indemnify and hold Company, its officers, directors and employees, agents harmless from and against any and all actions, claims, losses, liabilities, damages, costs, expenses (reasonable attorney's fees) or legal proceeding relating to a breach of the foregoing representation.



**SECTION
XIII.
Equitable Remedies; Specific Performance**

I acknowledge that the services rendered to the Company by me have been or will be of a special and unusual character that have a unique value to the Company and that irreparable injury will result to the Company from my violation of any of the terms of this Agreement. I expressly agree that the Company shall be entitled, in addition to damages and any other remedies provided by law, to an injunction or other equitable remedy in a court of competent jurisdiction respecting such violation or continued violation and I consent and stipulate to the entry of such injunctive relief or other equitable remedy prohibiting me from violating the terms of this Agreement. I represent and admit that in the event of the termination of my Employment for any reason, whether with or without cause, my experiences and capabilities are such that I can obtain employment in business engaged in other lines and/or of a different nature and that the enforcement of a remedy by way of injunction will not prevent me from earning a livelihood.

I acknowledge and agree that if I breach, or threaten to commit a breach of, any of the provisions of this Agreement, the Company shall have, in addition to, and not in lieu of any other rights available to the Company under law and in equity, the right to have such provisions specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the provisions of this Agreement would cause irreparable injury to the Company and that money damage would not provide an adequate remedy to the Company.

**SECTION
XIV.
Choice of Law**

It is understood and agreed that the construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of New Jersey, without giving effect to the conflict of laws provisions thereof. Venue of any action brought to enforce or relating to this Agreement shall be brought exclusively in the superior court located in Princeton, New Jersey.

**SECTION
XV.
Company's Option to Compel Arbitration**

At the option of the Company, all claims, disputes, controversies, or disagreements of any kind whatsoever ("claims") arising from or respecting this Agreement may be submitted to final and binding arbitration before the American Arbitration Association in Princeton, New Jersey_ in accordance with the rules and procedures of the American Arbitration Association then existing.

The arbitrator shall have the authority to award any type of relief that could otherwise be awarded by a judge or jury, including but not limited to such equitable relief as a temporary restraining order, a temporary and/or a permanent injunction. The decree or judgment of an award rendered by the arbitrator may be entered in any court having jurisdiction thereof.



The fees and costs of the arbitration shall be borne equally by the parties, except that each party shall each pay for their own attorney's fees or costs of representation for purposes of the arbitration unless otherwise provided by law.

At the request of the Company, arbitration proceedings will be conducted in the utmost secrecy; in such case all documents, testimony and records shall be received, heard and maintained by the arbitrators in secrecy under seal, available for the inspection only of the Company or I and our respective attorneys and experts who shall agree in advance and in writing to receive all such information confidentially and to maintain such information in secrecy until such information shall become generally known.

SECTION XVI. Severability; Separate Covenants

The provisions of this Agreement are divisible; if any such provision shall be deemed invalid or unenforceable, such provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

This Agreement shall be deemed to consist of a series of separate covenants. Should a determination be made by a court of competent jurisdiction that the character, duration, or geographical scope of any provision of this Agreement is unreasonable in light of the circumstances as they then exist, then it is the intention and the agreement of the Company and I that this Agreement shall be construed by the court in such a manner as to impose only those restrictions on my conduct which are reasonable in light of the circumstances as they then exist and as are necessary to assure the Company of the intended benefit of this Agreement. If, in any judicial proceeding, a court shall refuse to enforce all of the separate covenants deemed included herein because, taken together, they are more extensive than necessary to assure the Company of the intended benefit of this Agreement, then it is expressly understood and agreed by the Company and I that those of such covenants which, if eliminated, would permit the remaining separate covenants to be enforced in such proceeding, shall, for the purpose of such proceeding, be deemed eliminated from the provisions hereof and I acknowledge and agree that I shall be legally bound by the remaining enforceable covenants.

SECTION XVII. No Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver by the Company of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.



**SECTION
XVIII.
Legal Fees**

In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable legal fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

**SECTION
XIX.
Amendment and Modification**

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by both me and the Company.

**SECTION
XX.
Entire Agreement**

This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

**SECTION
XXI.
Successors and Assigns**

This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their respective heirs, executors, assigns, and administrators including, without limitation, any person acquiring, whether by merger, consolidation, purchase of assets, or otherwise, all or substantially all of the Company's assets. I acknowledge and agree that for purposes of this Agreement, references to the Company shall include any subsidiaries of the Company and any activities that I may engage in on behalf of any such subsidiaries during my Employment shall be governed by, and subject to, the provisions of this Agreement.

**SECTION
XXII.
Notices**

All notices and communications provided for in this Agreement shall be in writing and shall be delivered personally or sent by registered, certified, or express mail, return receipt requested, postage prepaid, or sent by facsimile or prepaid courier service to the Company, by personal notice to its President and to me at the address set forth below. Either party may change the address to which notices shall be sent by written notice as provided in this paragraph. Such notices and communications shall be deemed received as follows:



- (a) in the case of personal delivery, the day of actual receipt.
- (b) in the case of express mail or delivery by courier service, the day designated for delivery.
- (c) in the case of registered or certified mail, five (5) days after deposit in the mail; and
- (d) in the case of facsimile, the date upon which the transmitting party received confirmation of receipt by facsimile, telephone, or otherwise.

**SECTION
XXIII.
At Will Employment**

I understand and acknowledge that this Agreement does not alter, amend, or expand upon any rights I may have to continue in the employ of, or the duration of my Employment with, the Company under any existing agreements between the Company and me or under applicable law. I further understand and acknowledge that my Employment with the Company is and shall continue to be "at will," as defined under applicable law, meaning that either I or the Company may terminate my Employment at any time for any reason or no reason, without further obligation or liability.

I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD AN OPPORTUNITY TO SEEK THE ADVICE OF THE INDEPENDENT COUNSEL AND I HAVE READ AND UNDERSTOOD ALL THE TERMS OF THIS AGREEMENT.

Dated:

Name: Hanjie Shao

By: