



**Date: 9/17/2021**

**To:** Yoseph Eshete

**Sub:** Offer of Employment

**Dear:** Yoseph

I am pleased to confirm our offer of employment to you with Summitworks Technologies, Inc. (may be referred as "Summitworks" or "Company" herein) as **Entry Level Software Engineer**. You (may be referred as "Employee" herein) will be responsible for the design, development and/or administration of the systems and also participating in, customer software implementation projects. This employment agreement is designed to serve as a record of the essential terms and conditions of your employment, which, I trust, are in accordance with our discussions. This offer letter is valid from the first date of joining.

**COMMENCEMENT OF FULL TIME EMPLOYMENT:**

1. Upon the start of client project assignment
2. Subject to your completion of your Bachelor's/Master's degree, your work permit (if applicable).
3. Subject to you successfully completing the technical training and lab

**COMPENSATION:**

At the beginning of your project assignment with a client (On Project) you will be compensated as follows:

**Annual Gross Salary: \$50,000 per annum**

**PAID TRAINING:**

After successfully completing the evaluation within the first 2 weeks of Training Boot Camp, you be paid an all-inclusive fixed allowance of **\$1200.00 per month**. To be eligible for training allowance, candidates must be willing to relocate anywhere in the US for consulting assignments. During this period, you will be required to spend minimum of 5 hours per day in skill development and practice assignments.

**SALARY REVISIONS:**

Your First On Project Compensation Revision will take place after the first six (6) months of your project assignment, increasing your annual gross salary to **\$55,000 per annum**

**RE-LOCATION EXPENSES:**

You will receive re-location expenses up to a maximum of \$1200 (depending on the project location, duration etc.) for every out-of-state project assignment. Additionally the Company pays for One week of Hotel and Car rental/Taxi expenses. Receipts will be required for payment of such expenses.

**OTHER BENEFITS**

You'd be eligible for all the employee benefits listed as follows. While you are receiving the training stipend, your medical premium will be further subsidized to meet ACA requirements.

You will be given the option to participate in Summitworks Technologies' medical, dental, disability insurance to the same extent as other eligible full-time Summitworks'employees as well as any other benefits that are offered. In addition, you are eligible for 8 days (08 working days) paid vacation after the completion of 12 months of employment with Summitworks and 5 sick days. These benefits will be detailed in our corporate policy document.

As an optional benefit, SummitWorks offers immediate H1B visa and US Green Card processing for its employees and their immediate family members.

Summitworks agrees to pay Employee and Employee agrees to accept from Summitworks in full payment for the Employment compensation set forth in this Agreement. Compensation will be paid on a regular and periodic basis in accordance with the normal payroll procedures of Summitworks, pro-rated for any partial pay period at the beginning & end of the Employment and subject to required withholding under applicable tax laws. Employee's compensation will cease upon termination of the Employment.

Summitworks will reimburse Employee for all reasonable and necessary business expenses incurred by Employee in the Course of the Employment; to the extent the expenses are documented and consistent with the policies and procedures of Summitworks.

In the event you terminate your employment with the Company by your resignation for any reason within eighteen (18) months of receiving a Company-paid benefit such as training, tuition reimbursement, seminars, compensation/performance based bonuses, relocation bonus/expenses, un-recovered advances against future salary, initial airfare, etc., the Company reserves the right to recover from you the full cost of such Company-paid benefit and to set off the cost of all or any portion of such Company-paid benefit against any amounts owed by the Company to you upon such termination of employment.

#### DUTIES AND OBLIGATIONS:

During the course of employment, Employee will be required to travel or relocate to any of the 50 states in US to perform onsite consulting services. Employee agrees to travel or relocate to any of the locations in the US as directed by SummitWorks. Employee will perform such duties as may be assigned from time to time by Summitworks. Employee agrees to faithfully, industriously, and to the best of his/her ability, performs all the duties that may be required by the Employment. The Employee shall discharge the Employee's responsibilities pursuant to this Agreement competently, carefully and faithfully. In performance of the Employee's duties, the Employee shall comply with any and all of Summitworks's policies, rules, procedures and all applicable local, state and federal laws, rules, regulations, statutes, ordinances and other provisions of law and shall maintain a standard of professional conduct that is acceptable to SummitWorks.

#### CONFLICT OF INTEREST:

The Employee represents that Employee is not in any way restricted from entering into this Agreement, including by prior or existing agreement with any other person or entity, and hereby agrees to indemnify, defend (including paying Summitworks reasonable attorney's fees and any and all other foreseeable costs) and hold Summitworks harmless with respect to all claims and suits as a result of any such prior or existing agreement. Employee agrees during the term of Employment not to engage in, work for, assist or be associated with in any way, or have any interest in, any business which competes with Summitworks, or any business which solicits customers and markets similar products in those areas in which Summitworks currently does business.

#### TERM AND TERMINATION:

At Will Employment: Summitworks hereby employs employee, and employee hereby accepts employment on at-will basis. Employee and Company acknowledges that either party may terminate the employment relationship subject to Early termination (Section Below). Employee hereby agrees that his/her employment with the Company may be terminated at any time and for any reason, or for no reason. Should employee seek employment termination, the Company requires 2 weeks (10 working days) of advance notice.

Early Termination: The initial term of this Agreement shall be for 18 months commencing on the date the Employee arrives at Summitworks and begins training (the "Commencement Date"), and expiring eighteen (18) months after the Commencement Date (the "Termination Date") subject, however, to earlier termination as hereinafter provided.

The Employee acknowledges that Summitworks has invested substantial time, money, efforts and resources in employing Employee. Employee understands that Summitworks is depending on the Employee to implement projects with the clients and Summitworks will suffer damages if Employee terminates the employment prior to the Term Date or the Termination Date. The Employee agrees that the liquidated damages amount is a reasonable forecast of the just compensation due to Summitworks for Employee's breach in which the monetary damages are difficult to assess accurately. The Employee agrees that if the Employee terminates this Agreement prior to the Termination Date or Term Date, the Employee will pay Summitworks a sum of One Thousand Dollars (\$1,000.00) for every month remaining on the Term Date or Termination Date, as a liquidated damages sum for the breach of this provision only, which is in addition to

any other damages Summitworks may seek for a breach of any other provision in this Agreement including but not limited to, the non-solicitation and non-competition provisions of this Agreement. Employee also agrees to pay all legal and administrative costs to Summitworks in enforcing this agreement.

In the event of termination of this Agreement or of the Employee, each will continue to be liable for all portions of this Agreement that are to remain in effect following termination of this Agreement. Employee further agrees that within five (5) days after termination of the Employment, he/she will return to Summitworks all equipment, documents, supplies, stationery, and any other property of Summitworks, which Summitworks furnished to him/her as well as all copies, or duplicates of the same. Upon receipt of such materials, Summitworks will compensate Employee for all final Compensation and Commissions that may be owed Employee by Summitworks within 45 calendar days. Summitworks shall have the right to offset any amounts owed to Employee against any amounts owed to Summitworks by Employee.

#### CONFIDENTIAL AND PROPRIETARY INFORMATION:

Employee acknowledges that during the Employment (a) he/she will be privy to certain confidential and proprietary information, which constitutes trade secrets, and that (b) he/she will be privy to certain other confidential and proprietary information that may not constitute trade secrets. Employee acknowledges that Summitworks must protect both the above kinds of information from disclosure or misappropriation, and Employee further acknowledges that the processes, Machines, technical documentation, computer programs, Customer lists, business plans, marketing Plans and techniques, pricing data, financial data, marketing programs, customer files, financial institutional files, technical expertise and know how, and other information and trade secrets (collectively the "Property"), which have been or will be provided to Employee by Summitworks, are unique, confidential and proprietary Property of Summitworks and by the provision of such Property to Employee, Summitworks is not conveying any ownership or other interest to Employee. Employee acknowledges that such confidential and Proprietary information derives independent, actual and potential Commercial value from not being generally, readily ascertainable through independent development and is the subject of efforts by Summitworks that are reasonable under the circumstances to maintain its secrecy. Employee agrees to hold in trust & confidence for Summitworks and to not to disclose to any third party without prior written Consent of Summitworks, said Property and information, whether it is tangible or intangible. Employee further agrees not to use any such Confidential information or trade secrets to his/her personal benefit or for the benefit. Employee also agrees to return to Summitworks all such information and Property which is tangible upon the termination of the Employment.

Employee and Summitworks agree that Employee's obligations under the above non-disclosure provision as it relates to confidential information that does not constitute trade secrets shall apply for a period of two (2) years following the termination of the Employment.

#### NON SOLICITATION:

During the term of this agreement and for a period of 12 months after the termination of employment with SummitWorks, the Employee shall not directly or indirectly, either as an employee, contractor, agent, principle, partner, stockholder, officer or director or in any other capacity work for a client or client's client of the Company for whom the Employee provided services while an employee of the Company.

Employee agrees during the one year period following the termination of the Employment, not to actively recruit, engage in passive hiring efforts, solicit or induce any person or entity who, was an employee, agent, representative or sales person of Summitworks to leave or cease his or her employment or other relationship with Summitworks for any reason whatsoever; or hire or engage the services of such person for employee in any business substantially similar to or competitive with that in which Summitworks was engaged during the Employment.

#### CONSENT TO INJUNCTION:

It is understood and agreed that a breach by Employee of these covenants will cause irreparable damages to Summitworks and, therefore, the parties agree that in the event Employee breaches any of these covenants, Summitworks shall be entitled to a grant of injunctive relief from a court of competent jurisdiction in addition to any and all other remedies allowed by law.

#### INVENTIONS AND PATENTS:

Employee agrees that he/she will promptly fully disclose to Summitworks all inventions, designs, improvements, ideas, programs, and discoveries which he/she now has or may hereafter have during the term of this Agreement which relate to the business of Summitworks or to any experimental work carried on by Summitworks, whether

conceived or under development by Employee alone or with others and whether or not conceived during regular working hours. All such inventions, designs, improvements, and discoveries shall be the exclusive property of Summitworks. Employee shall assist Summitworks to obtain patents on all such inventions, designs, improvements, and discoveries deemed patent worthy by Summitworks and shall execute all documents and do all things necessary to obtain letters. Patent, vest Summitworks with full and exclusive title thereto, and protect the same against infringement by others.

GOVERNING LAW:

This Agreement has been executed and delivered in and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of New Jersey, without effect through conflicts of law.

The waiver by either party of a breach or a violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver or any subsequent breach of the same or other provision hereof.

The Employee and Summitworks waive any and all rights they may have to a trial by jury against the other for any and all actions arising out of or related to this Agreement and the Employment including but not limited to claims for employment Discrimination under the New Jersey Law against Discrimination and any federal discrimination laws.

In case of any information furnished by you either in your application for employment or during the selection process is found to be incorrect/false, and/or if it is found that you have suppressed any material information in respect of your qualifications and past experience, Summitworks reserves the right to terminate your services anytime without notice or compensation in lieu of notice.

In the event any provision or any part thereof of this Agreement is held to be unenforceable for any reason, such determination shall not affect the remainder of the provision or this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. In the event of the invalidity of a provision or any part thereof, the parties hereto hereby agree to accept a provision that reflects as closely as possible the intention of the invalid provision that does not offend any law. Furthermore, if there is any change in applicable law such that this Agreement is otherwise interpreted as violating applicable laws, rules or regulations, the parties will restructure this Agreement so that this Agreement is in compliance with existing laws and to the extent possible, the restructure Agreement will reflect the same substantiated terms as this Agreement.

This Agreement was the subject of review by both parties, with full opportunity to consult counsel. Accordingly, unless otherwise stated herein, any ambiguities herein shall not be interpreted against the interest of the party that drafted the Agreement or the alleged ambiguous provision.

Summitworks does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, or any other characteristic protected by law. In accordance to the US employment eligibility laws, Summitworks participates in the *E-Verify* Employment Verification Program.

I would appreciate you indicating your acceptance of this offer by signing the enclosed copy of this letter in the space provided and returning it to me as soon as possible.

I am certain that you will find a career with SummitWorks Technologies, Inc. to be both challenging and rewarding, and I look forward to you joining us.

Sincerely,  
For SummitWorks Technologies, Inc.

Agreed to and accepted with the express  
intent to be legally bound

\_\_\_\_\_  
Name: Anupam Goswami, EVP  
Date:

\_\_\_\_\_  
Name: Yoseph Eshete  
Date:

### Supplemental Agreement for Entry Level Software Engineer

This document constitutes a supplemental agreement to any employment agreement or the terms and conditions of offer of employment between **Yoseph Eshete** (herein also referred to as "Employee" or "You") and SummitWorks Technologies, Inc. (herein also referred to as "SummitWorks" or "Employer") for the performance of services under the following terms and conditions:

#### Background

SummitWorks Technologies, Inc. offers you a position of Entry Level Software Engineer and you accept the position with the terms and conditions listed here, in addition to the terms and conditions of the Offer of Employment or Offer Letter.

SummitWorks will provide free training which may last from 6 to 16 weeks. After the training, you'll be assigned to a consulting assignment anywhere in the United States.

You acknowledge that SummitWorks will invest significant resources and monies to have you achieve precise technical skills equivalent to years of experience.

You acknowledge that after the training, your skills will be highly in demand and many employers will be competing to hire you.

You acknowledge that the only way SummitWorks can benefit and recover such training expenses is through your productive employment for a certain duration.

You acknowledge that SummitWorks will not offer such training and employment had the following terms and conditions were not agreed.

1. **Term.** The minimum term of employment is **eighteen (18) months** from the date of your employment with SummitWorks.
  - a. Should you decide to terminate your employment during or immediately after completing the training. You agree to pay **Six Thousand Dollars (\$6000.00)** as a training fee **plus refund any compensation received** during your training period.
  - b. Should you decide to terminate your employment while working on a consulting assignment, standard early termination penalties as mentioned in your employment agreement or offer of employment will apply.
  - c. Employee agrees to relocate or travel to a consulting assignment location anywhere in the United States. Should the Employee decide not to travel or relocate, Employee agrees to pay **Six Thousand Dollars (\$6000.00)** as a training fee **plus refund any compensation received** during your training period.
2. **Non-Compete.** Employee firmly agrees not to solicit or accept employment from SummitWorks' client or client's client during the term of employment and twelve (12) months after the termination of employment.
  - a. Employee agrees not to accept employment directly or indirectly from the end client where the employee is providing consulting services.
  - b. Employee agrees not to accept employment directly or indirectly from a client, vendor, supplier or client's client through which the employee is providing consulting services.
  - c. Employee agrees not to accept employment directly or indirectly from a client, vendor, supplier or client's client with whom the employee is introduced or came in contact in the course of consulting assignment process.

SummitWorks Technologies, Inc.

Agreed to and accepted with express intent to  
legally bound

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Anupam Goswami, EVP

Name: Yoseph Eshete

Date: \_\_\_\_\_

Date: \_\_\_\_\_