

# HELI CONSULTING LLC

## EMPLOYMENT AGREEMENT

This Employment agreement is between **Heli Consulting LLC**. (the “company”) and **Mr. Ramesh Raju Sangaraju** (the “employee”) and is effective as of the date written below.

For good and valuable consideration, the receipt and adequacy of which is acknowledged, the company employs on the following terms and conditions:

1. Subject to the provisions for termination set forth below and employment is offered once the authorization to work in the U.S. is approved by USCIS, this Agreement will be valid from **October 1<sup>st</sup>, 2022**.
2. The Company hires the employee in the capacity of **Software Developer**. A copy of Employee’s job description is attached hereto and hereby incorporated by this reference.
3. Employee is hired on an at-will basis which means the company may elect to terminate Employee for any time. If the company requests, the Employee will continue to perform his duties and may be paid his regular salary (minus taxes and authorized deductions) up to the date of termination.
4. Employee hereby accepts such employment and agrees to render such services for Company’s end client is **Gordon Food Service**, He will be working from Heli’s office located at **4425 W Airport Freeway, Suite 364, Irving, TX – 75062**. Employee acknowledges and agrees that his rights and obligations here under may not be assigned.
5. The Company shall pay employee a salary of **\$95,000** per year for the services of the employee payable on Monthly at regular payroll periods, minus deductions for federal, state, and city taxes and any elected benefits that may be offered. The salary set forth herein shall be payable in accordance with the regular payroll practices of the Company.
6. **REIMBURSEMENT OF EXPENSES:** Employer shall reimburse Employee for necessary and ordinary expenses incurred in the course of performing work under this Agreement provided that Employee submits for approval in writing in advance and Employer approves the specific expenditure in writing in advance and notifies Employee in writing in advance of its intention to provide reimbursement. In order to receive an approved reimbursement, Employee shall present Employer with an itemized accounting of expenditures and supporting receipts and

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vouchers and any further information that Employer may request, and such reimbursement shall be contingent upon receipt of adequate information.

7. **VACATION:** The Employee may receive vacation, personal time, and benefits to the extent that he is eligible as set forth in the Company's written employee handbook, a copy of which will be made available to Employee during his orientation.
8. **RETURN OF PROPERTY:** Employer directs and Employee agrees that upon termination of an assignment with any project, Employee will deliver to the Employer all keys, pass cards, identification cards, listings, policy and procedure manuals, inventions, records, data, plans, programs, magnetic tapes, card decks, letters, memos or other documents or materials of any nature that are in Employee's possession or control and that relate to the assignment or activities of the Employer or its Customers. Employee also agrees that upon termination of his employment with Employer for any reason, Employee will deliver to Employer all keys, pass cards, identification cards, listing, policy and procedure manuals, memos, letters or other documents or materials of any nature in Employee's possession or control that were given to Employee by Employer and that relate to Employee's employment with Employer.
9. Employee agrees to adhere to all applicable policies, procedures and rules of Employer. Although Employee will ordinarily work as required by Employer, he agrees that Employer has the right to direct Employee as to when, where and how Employee is to perform the work. Employer has the right to instruct Employee as to which tools and technology Employee will use on the job and the right to require that Employee perform the work in the order of sequence directed by Employer. Employer has the right to require Employee's attendance at meetings at Employer's or any other premises. Employee's performance is subject to the review and approval of employer. Employee agrees to cooperate fully with any request by Employer for Employee to provide any information, orally and in writing, related to the performance of Employee's services, including but not limited to any information, required by Employer to respond to any questions, claims, defenses and the like raised by any person or governmental agency or required by Employer to prepare or file any claims, defenses or the like to be made by Employer.
10. **CONFIDENTIAL:** In View of the fact that Employee's work as an employee of company will bring Employee into close contact with many confidential affairs of the company and its affiliates, including matters of a business nature, such as information about costs, profits, makers, sales, and any other information not readily available to the public, and plans for the future developments, Employee agrees:

- i) to keep secret all confidential matters of company and its affiliates and not to disclose them to anyone outside of Company, either during or after Employee's employment with Company, except with Company's written consent: and
  - ii) to deliver promptly to company on termination of Employee's employment by Company, or at any time Company may so request, all memoranda, notes, records, reports, and other documents ( and all copies thereof) relating to Company's and its affiliates business which Employee may then possess or have under the Employee's Control. Should Employee reveal or threaten to reveal this information, the company shall be entitled to an injunction restraining the employee from disclosing same, or from rendering to any services to any entity to who said information has been or is threatened to be disclosed. The right to secure an injunction is not exclusive, and the Company may pursue any other remedies it has against the employee for a breach or threatened pursue any other remedies it has against the employee for a breach or threatened breach of this condition, including the recovery of damages from the employee.
11. Company shall own, and Employee hereby transfers and assigns to it, all rights of every kind and character throughout the work, in perpetually, in and to any material and/or ideas written, suggested, or submitted by employee hereunder and all other results and proceeds of Employee's services hereunder whether the same consists of literary, dramatic, scientific, mechanical or any other form or works, themes, ideas, creations, products, or compositions. Employee agrees to execute and deliver to Company such assignments or other instruments as company may require from time to time to evidence its growing of the results and proceeds of Employee's services.
12. **RESIGNATION:** Employee may resign with or without reason as of a specified date that is at least two weeks after Employer receives written notice from Employee of his intention to resign as of the specified date. In the event that Employee resigns without providing the required two week's written notice, Employee shall be liable to Employer for damages which shall include, but not be limited to, liquidated damages of Two hundred seventy-five dollars only (\$275) per day for each week day during which notice was not given during the required two-week written notice period.
13. It is acknowledge that the rights of company under this Agreement are of a special, unique, and intellectual character which gives them a peculiar value, and that a breach of any provision of this Agreement will cause company irreparable injury and damage which cannot be reasonably or adequately compensated in damages in an action law. According, without limiting any rights or remedy which company may have, Employee specifically agrees that company shall be entitled to seek injunctive relief to enforce and protect its rights under this Agreement.

Employee shall upon reasonable notice, furnish such information and proper assistance to the company as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment.

- 14. GOVERNING LAW AND CHOICE OF FORUM:** The validity, interpretation, and performance of this Agreement shall be governed and constructed in accordance with the laws of the state of Texas. Any claim or controversy that arises out of or relates to this Agreement, or the breach of it, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall share equally costs of the arbitration. Judgment upon the award render may be entered in any court with jurisdiction.
- 15. SEVERABILITY:** Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may after any other provision of the Agreement which, Consistent with such law, shall remain in full force and effect. All surviving clauses shall be constructed so as to effectuate the purpose and intent of the parties.
- 16. WAIVER:** No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the person against whom it is sought to be enforced (in the case of Employer by an officer or Employer). The failure of any party at any time to insist on strict performance of any condition, promise agreement or understanding contained in this Agreement shall not be construed as a waiver or relinquishment of the right to insist on strict performance of the same condition, promise, agreement or understanding at any future time.
- 17.** This Agreement supersedes any prior Agreement between the company or any predecessor of the company and the employee.
- 18.** The company's rights and obligations under this Agreement will incur to the benefit and be binding upon the company's successor and assignees.
- 19. EMPLOYMENT AT-WILL:** Consistent with the provisions set forth herein, the parties acknowledge and agree that the employment relationship created by this Agreement is at-will. Any cause of discharge mentioned in this Agreement or in any document maintained by Employer (including but not limited to employment manuals or recruitment materials) shall not in any way limit Employer's right to discharge Employee, or in any way alter Employee's at-will status.
- 20. ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements, arrangements, and understandings. Nothing herein

contained shall be constructed so as to require the commission of any act contrary to law and wherever there is any conflict between any provision of this Agreement and any present and future statute, law, ordinance, or regulation, the latter shall prevail, but in such event the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements. There are no conditions, promises, Agreements, or representation between parties expected those expressed herein. This Agreement may be altered, amended, or appealed only by a duly executed written instrument signed by both parties. If, for any reason, any provision of this Agreement is held invalid or unenforceable, all other provisions of this Agreement shall remain in effect.

**21. NOTICES:** All notices, requests, consents, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, mailed first class postage prepaid, as follows:

- If to Company: **4425 W Airport Freeway, Suite 364, Irving TX – 75062**
- If to Employee: The last known address on file with Human Resources

**22. MISCELLANEOUS:** Employee represents that he has read, understands the terms of this Agreement, has had an opportunity to ask questions and to review this Agreement with legal counsel of his choice, is not relying on any advice from Employer in this regard, and is voluntarily signing this Agreement.

**Heli Consulting LLC,**

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

Date: 06/05/2022

**Employee,**

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

Date: 06/05/2022

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# ***EMPLOYMENT AGREEMENT BETWEEN***

***Heli Consulting LLC***

***&***

***Ramesh Raju Sangaraju***