



February 08, 2020

Re: Offer Letter

14347 Haymeadow Cir.  
Dallas, TX 75254

Dear Atalel,

On behalf of Psyncopate, Inc. (the "Company"), I am pleased to offer you employment in the position of Solutions Consultant in our Technology Solutions Architecture & Delivery Practice based in Dallas, TX. We look forward to your start date on or around February 24, 2020. Your direct manager will be Tony Giang. You will also receive direction and/or feedback from the Company's other Technology Practice Leaders and Directors to help foster the Company's continued growth.

#### Compensation

Your position is full-time, classified as exempt, and your compensation will be comprised of the following:

1. \$130,000 base annual salary

Your compensation will be paid in regular installments in accordance with the Company's regular payroll process, and subject to applicable tax and other withholdings.

#### Benefits

You will be eligible to participate in the Company's group insurance plans listed below. Should you elect to participate in any or all benefits, the costs of the coverage premiums may be deducted from your payroll. The Company, at its sole discretion, may elect to subsidize some/all of its employees' insurance premiums. Insurance coverage begins on the first calendar day of the month following a (30) thirty days waiting period whereas Retirement Savings Plan (RSP) eligibility begins (90) ninety days after your start date.

- Health Insurance
- Dental Insurance
- Vision Insurance
- Retirement Savings Plan

#### Probationary Period and "At-Will Employment"

All new employees at the Company have a probationary period of ninety (90) days. During this time, your progress will be evaluated, and a determination will be made concerning whether you will be retained as a regular employee. During the course of your employment, you are free to leave the Company at any time for any reason. The Company may terminate the employment relationship at any time for any reason, with or without cause or advance notice. This employment relationship is called "at-will employment." The Company reserves the right, in its sole discretion, to change your compensation and/or employee benefits at any time on a

prospective basis.

#### Additional Agreements

As a condition of your employment, you agree to execute any additional agreements required by the Company at the start of your employment and as the Company's business needs and obligations change. Such agreements include an Arbitration Agreement and an Employment Contract stating that you will comply with all of the Company's policies and procedures concerning general employment and sexual harassment issues. You further agree that at all times during your employment (and afterwards as applicable), you will be bound by, and will fully comply with, these additional agreements.

#### Contingencies, Obligation and Employment Contract

This offer is contingent upon signature indicating acceptance of this offer, a fully completed and executed employment application package, and the successful completion of any background or reference checks desired by the Company at any time during your employment. All employment offers are contingent upon the results of the background check. In addition, during your employment, you may be asked to submit to drug testing per the Company's or Clients' requests.

For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided within three business days following the start of your employment, or our employment relationship with you may be terminated. The Company is an E-Verify employer and your employment is contingent upon your E-Verify employment authorization.

#### Entire Agreement

This employment agreement, along with the Confidentiality Agreement, sets forth the terms and conditions of your employment with the Company, and supersedes any prior representations or agreements concerning your employment with the Company, whether written or oral. You acknowledge and agree that you are not relying on any statements or representations concerning the Company or your employment with the Company except those made in this agreement. This employment agreement may not be modified or amended except by a written agreement signed by you and an authorized officer of the Company.

Atalel Sahalu, we are excited by the prospect of you joining the Company. Please indicate your acceptance of this offer by signing and returning this letter by the expiration time of Monday, February 10, 2020, at 5:00pm PST. If you have any questions regarding this offer, please do not hesitate to contact me at (949) 500-6876.

Best Regards,

PSYNCOPATE INC.

Tony Giang, Sr Managing Director

Cc:

Chienchiu Lu, Director, HR & Operations

I, Atalel Sahalu, do hereby agree to the terms of employment offered herein:



\_\_\_\_\_  
Signature

2/9/2020

\_\_\_\_\_  
Date