



The Staffed 360 LLC.

EMPLOYMENT OFFER LETTER

The Staffed 360 LLC.
Mr. Rahul Bajaj, Managing Partner
1010 SW 1st Street
Boca Raton, FL 33486

April 16th, 2025

Nigel Denis Dsouza
2070 Texas Plaza Drive, Apartment 175
Irving, TX 75062

Dear Nigel:

It is my pleasure to confirm your continued employment with The Staffed 360 LLC for the position of **Principal Software Engineer**. We are very excited to have you on our team and for the potential and experience that you bring to our joint strength.

Your job responsibilities/description are well suited with your Masters Degree in the field of **MS Engineering Management** and are as follows:

1. **Project Planning and Execution:** Lead the planning, coordination, and execution of engineering projects, ensuring alignment with organizational goals and objectives. Utilize project management methodologies to oversee project scopes, schedules, budgets, and resources effectively.
2. **Team Leadership and Development:** Provide guidance and leadership to multidisciplinary engineering teams, fostering a collaborative and innovative work environment. Mentor team members to enhance their technical skills and professional development.
3. **Stakeholder Communication:** Serve as a primary point of contact for internal and external stakeholders, facilitating clear and effective communication throughout the project lifecycle. Present project updates, status reports, and strategic recommendations to key decision-makers.
4. **Risk Management and Quality Assurance:** Identify potential risks and uncertainties associated with engineering projects and develop mitigation strategies to ensure successful outcomes. Implement quality assurance processes to maintain high standards of deliverables and customer satisfaction.
5. **Continuous Improvement:** Drive continuous improvement initiatives within the engineering department, identifying opportunities to streamline processes, optimize workflows, and enhance overall efficiency. Stay abreast of industry trends, best practices, and emerging technologies to remain competitive in the market.

You will be compensated as per the attached offer ("Exhibit A").

As discussed in previous conversations and through your interview process, you will be primarily working with our client The Capital Markets Company ("Capco") ("client") in the capacity of Principal Software Engineer at Fidelity Investments. Your primary worksite will be remote for the duration of this project.

We are excited to have you as part of our team at The Staffed 360 LLC. Please feel free to reach out to me directly if you have any questions or concerns.

Rahul Bajaj

Founder, Managing Partner

Phone: 646.379.7467

Email: Rahul.Bajaj@thestaffed.com

www.thestaffed.com

Offer Acceptance by: Nigel Dsouza

Signed by:

Signature

4/17/2025

Date

Initial: 

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made as of the by and between The Staffed 360 LLC., ("the Company"), a New York corporation having an office at 1010 SW 1st Street, Boca Raton, FL 33486; and Nigel Dsouza located at 2070 Texas Plaza Drive, Apartment 175, Irving, TX 75062 (the "Employee").

WITNESSETH:

WHEREAS, the Company desires to have available to it the services of the Employee to provide such services to its clients: and

WHEREAS, the Company and the Employee desire to enter into an Employment Agreement which shall govern their relationship in its entirety;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the Company and the Employee agree as follows:

Section I. Employment, Duties and Exclusive Employment.

- A. Duties and Responsibilities. Employee is employed by the Company to perform services either at premises of the Company or at premises of one or more of the Company's clients (each, a "Client" and collectively, the "Clients") or at a different location approved by the Company during the "Term," hereinafter defined (the "Employment"). The Employee shall timely and responsibly do and perform all services, acts, or things necessary or advisable to conduct the business of the Company, subject at all times to the direction, unilateral discretion, and policies established by the Company, as may change from time-to-time at the unilateral election of the Company. Attached as Exhibit A is a schedule displaying the name of the Client(s) for whom The Staffed 360 LLC. will perform services using the Employee, the start and end dates and rate for each such assignment. The Employee shall take no action and make no comment or commitment which may cause the Company to breach its responsibilities or obligations to the Client, including without limitation in respect of confidentiality of information; contingent worker status and benefits waiver; consumer disclosure and authorization; maintenance of insurance coverage; ownership of intellectual property rights; and status of the Employee as an employee of the Company and not an employee of the Client.
- B. Devoting of Entire Time to Company's Business. The Employee shall devote his entire business time, energy, and attention to the business of the Company during the Term. The Employee shall not, during the Term, directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization whether for compensation or otherwise, without the prior written consent of the president of the Company.
- C. Adherence to Applicable Laws. The Employee at all times during the Term shall strictly adhere to and obey all applicable laws, regulations, and rules then in effect.
- D. Employee's Representations. The Employee represents and warrants that he is qualified and uniquely skilled to perform the services required by the Company in accordance with the standards of good professional practice, and that he possesses all skills, qualifications, and experience described in his resume which has heretofore been provided to the Company.
- E. Authority. The Employee is not authorized to enter into any agreements or render any promises binding or committing the Company and shall not hold himself out to third parties as having such authority. Employee has no authority to commit the Company and shall not act or perform as an authorized agent of the Company for matters outside the Employees direct responsibilities to the Company or to the Client as directed by the Company. Employee shall not make any representations binding the Company without written permission and shall make no misrepresentations to the Company or Client concerning any matter.
- F. Employee Conduct: The Employee shall at all times conduct himself in accordance with moral and legal obligations representing the best interests of the Client and the Company and shall not engage

in conduct, activities, comments, expressions, or any matter which shall impugn the dignity or integrity of any person, Client employee, or the Company, and shall at all times conduct himself in a manner respecting the Client, its employees, and the Company, and the business of the Company and the Client. Employee shall not make, endorse, or join any disparaging, racial, sexist, business or personal inappropriate, or similar comments, statements, photos, videos, other media, or gestures or engage in such activity, as such comments and activities are abhorrent to the Company. Employee shall immediately report to Company any incidents of sexual or other harassment or violence whether as a participant or observer, or whether if caused by Employee or if Employee is the victim of such conduct. Employee shall not contribute to, cause, or create a hostile work environment and shall report any incident or nature of any activity that offends anything concerning Employee Conduct in this Section I.F.

Section II. Compensation.

- A. Compensation. For the Employee's services during the Employment, the Employee will be paid by The Staffed 360 LLC. at the applicable hourly or daily personnel rate set forth in Exhibit A. This rate will remain in force for not less than twelve (12) months. In the event, however, that during this twelve (12) month period the Client changes the agreed upon pay rate, the rate of pay may be subject to adjustment. The Employee will not, except to the extent expressly otherwise directed by the Company, perform services for the Company other than services for which the Company may charge the Client. The Company shall withhold and deduct all amounts required by law, including federal and state income taxes, social security, and state disability taxes. The Employee agrees that the amount and the manner of payment of his compensation by the Company is confidential and will not without the prior permission of the Managing Partner Services of the Company be disclosed or discussed between the Employee on the one hand and on the other hand, the Client, any employee of the Company (other than the Company's Managing Partner), or any person in any contractual relationship of any nature with the Company.
- B. Payment of Compensation. The Company will pay the Employee on a weekly basis. If the Employee so authorizes, the Company will make direct deposits of the compensation to the bank account designated by the Employee.
- C. Other Benefits. The Employee will not receive any compensation or benefits except as expressly specified in herein. Employee shall not expect, or demand compensation, benefits, or consideration not expressly contained herein.

Section III. Term and Termination of Employment.

- A. Termination with Cause. This Agreement is not for a specific term. Employee understands and accepts that the employment contemplated herein is not for any particular term. The Company may terminate the Employment at any time for cause effective immediately upon notice. Upon any termination for cause, the Company's sole obligation to the Employee is to pay him his earned compensation to the date of the termination. Cause for termination shall include, but not exclusive, dishonesty; fraud; destruction or conversion of Company physical or intellectual property; insubordination; performing any illegal act; failure to perform any of the Employee's duties; committing any crime or any act involving moral turpitude; any breach of this Agreement; cessation of the Company's business; reduction or termination of the Company's arrangement with any client; request of the Client; or any occurrence or circumstance which in the Company's judgment renders the Employment invalid or impracticable. Cause also shall include loss of the Client as a client of the Company.
- B. Termination without Cause. In addition to the Company's right to terminate the Employment for cause as herein provided, the Company may terminate the Employee at any time for any reason or no reason with notice or without notice.
- C. Termination by the Employee. At any time, the Employee may terminate the Employment by giving the Company at least two (2) weeks' prior notice. The Employee acknowledges that failure to furnish such full period of prior notice will substantially damage the Company through the loss of

fees from the Client which would have been earned by the Company during such two (2) week period and through damage to the relationship between the Company and the Client as well as through any resulting loss to the Client for which the Company may be liable.

- E. Conduct upon Termination. Upon any termination of the Employment for any reason, Employee shall immediately cease use of any and all Company property in his possession and shall immediately return any and all Company property in his possession, custody, or control to the Company, including without limitation any and all "Confidential Information" (herein after defined).

Section IV. Confidentiality; Competition.

- A. Confidential Information. During the term of the Employment, Employee will have access to and become acquainted with information of substantial value to the Company and Clients of the Company which requires substantial expenditure of time, skills, energy, and funds to develop and/or acquire, which is not generally known in the trade and, which gives the Company and the Clients an advantage over its and their competitors who do not know or use it; disclosure of which will or may be detrimental to the Company and the Clients, including but not limited to inventions, proprietary information, trade secrets, techniques, designs, drawings, processes, formula, inventions, developments, equipment, prototypes, sales, marketing and customer information, and business, financial, administrative or managerial information, relating to the business, products, practices, administration, management or techniques of the Company (hereinafter referred to as "Confidential Information"). The Employee at all times shall regard and preserve as confidential such Confidential Information regardless of its source and shall not, during the term of this Employment or thereafter, use, publish or disclose same in any manner to anyone except to the Company and to those of the Client's personnel to whom the Employee may from time to time be directed by the Company to disclose same.
- B. Unfair Competition. The Employee acknowledges and agrees that the sale or unauthorized use or disclosure of any of the Confidential Information constitutes unfair competition. The Employee promises and agrees not to engage in any unfair competition with the Company, either during the Employment or at any time thereafter.
- C. No Predatory Solicitation. The Employee agrees that he will not, either directly or through instructions to a third party, on his own behalf or in the service of others, disrupt, damage, impair, or interfere with the business of the Company or Clients whether by way of interfering with or raiding its officers, employees, agents, distributors, and/or independent contractors or in any manner attempting to persuade any such persons to discontinue any relationship with the Company or Clients without having received the Company's president's prior written permission to do so. Employee shall not for a period of not less than six (6) months solicit the Client without written permission of the Company's president.
- D. Advertising. The Employee shall not use the Company's or any Client's (or other client) name or identity for any promotion, advertising, or sales literature of the Company or of its Client's or other clients for any purpose, except as specifically hereafter authorized by the Company.
- E. Injunctive Relief. The Employee acknowledges that the loss to the Company which would arise from its breach of the provisions contained in Section IV of this Agreement cannot be reasonably or adequately compensated in damages in an action at law. The Employee therefore expressly agrees that the Company in addition to any other rights or remedies which it may possess, shall be entitled to injunctive relief without having to post a bond or security to prevent a breach of the Employee's obligations thereunder.
- F. Ownership of Work Product. Employee shall promptly submit to the Company a written description of all ideas, discoveries, improvements, designs, writings, and all Inventions and Creative Works, whether or not patentable or copyrightable, that Employee may conceive or make or author, either solely or jointly with others, at any time during Employment, whether or not on Employee's own time or with the Company's resources, that relate to the present or anticipated business, research, or

development of the Company; and Employee shall create, maintain, preserve, and make available to the Company as part of the Company's property, complete, accurate, and up-to-date records, including but not limited to, correspondence, prototypes, models, drafts, and other written or tangible data, of all such inventive and creative activity. The Company shall promptly consider Employee's written request to maintain any such submission in confidence. Employee assigns and agrees to assign to the Company all right, title, and interest in any Inventions Employee conceives or makes, either solely or jointly with others, at any time during Employment, and whether or not developed on Employee's own time or with the Company's resources, and Employee agrees that ownership is and shall reside in the Company; EXCEPT, however, that this assignment does not apply to, and Employee retains ownership of, any Invention: (i) that does not relate to the present or anticipated business, research, or development of the Company; and (ii) that Employee can show did not involve the use of any equipment, supplies, facilities, or trade secret information of the Company; and (iii) that did not result from any work Employee performed for the Company; and (iv) that Employee developed entirely on Employee's own time. Any such Invention first reduced to practice within twelve (12) months after termination of Employment shall be disclosed by Employee to the Company and treated as if conceived during such Employment unless Employee can establish specific events giving rise to the conception that occurred after such Employment. Employee has specifically disclosed all Employee prior intellectual property, if any, to the Company that was conceived or made or acquired prior to employment, and Employee hereby disclaims ownership of and agrees not to assert against the Company any rights in any Inventions not so listed. Employee acknowledges that all Creative Works that are covered by the definition of a "work made for hire" under 17 U.S.C. § 101 of the U.S. Copyright Act of 1976 will be considered a "work made for hire," and the Company will be regarded as the author and owner of all copyrights in any such works. As to any Creative Works that are not "works made for hire" under the Copyright Act, such that Employee is regarded as the copyright author and owner, Employee hereby assigns and agrees to assign to the Company all right, title, and interest in any such Creative Works authored, either solely or jointly with others, at any time during Employment, and whether or not developed on Employee's own time or with the Company's resources, and Employee agrees that ownership is and shall reside in the Company; EXCEPT, however, that this assignment does not apply to, and Employee retains ownership of, any Creative Works: (i) that do not relate to the present or anticipated business, research, or development of the Company; and (ii) that Employee can show did not involve the use of any equipment, supplies, facilities, or trade secret information of the Company; and (iii) that did not result from any work Employee performed for the Company; and (iv) that Employee authored entirely on Employee's own time. Employee has disclosed to Company any and all Creative Works Employee has authored or acquired prior to Employment that relate to the present or anticipated business, research, or development of the Company, and hereby disclaims ownership of and shall not assert against the Company any rights in any Creative Works. Both during and after Employment, Employee shall cooperate with the Company and promptly review, sign, and return all documents, communicate all pertinent information, and do anything else reasonably requested by the Company to obtain, maintain, enforce, and defend its Intellectual Property Rights and to vest in the Company all rights therein free of all encumbrances and adverse claims. Employee will not be entitled to further compensation for these services, except that Employee will be entitled to receive reasonable compensation for the time reasonably required for such services rendered after termination of Employment.

- G. Products are a "Work Made for Hire." The Employee agrees that all rights prepared by the Employee under this Agreement, including the right to file copyrights relating thereto, shall belong exclusively to the Company (or, if so directed by the Company, its Client) and shall constitute a "work made for hire," and as between the Company and the Employee all thereof are owned by the Company and are freely assignable by the Company (including without limitation to the respective Clients).
- H. Employee to Cooperate in Applications. The Employee further agrees to assist the Company and its Clients, in obtaining patents on all inventions, designs, improvements, and discoveries that are patentable or copyright registration on all works of creation that are copyrightable, and to execute all documents and do all things necessary to vest the Company and its Clients with full and exclusive title and protect against infringement by others.
- I. Preexisting Rights. Section IV of this Agreement shall not apply to intellectual properties or rights therein created by the Employee or related to the Employee's activities or employment prior to the

Employment (“Preexisting Rights”). Preexisting Rights are and shall continue to be the exclusive property of the Employee and the Company disclaims any claim of right of any nature whatsoever thereto. Anything to the contrary herein notwithstanding the Company shall not own any rights in any invention of the Employee for which no equipment, supplies, facility, or trade secret of the Company is used, that is developed by the Employee entirely on the Employee’s own time and that does not relate to the Company’s business or to the Company’s actual or demonstrably anticipated research or development and that does not result from any work performed by the Employee for the Company or one of its Clients.

- J. Third-Party Confidentiality. Employee shall not disclose to the Company or induce the Company to use any confidential or proprietary information belonging to persons not affiliated with the Company, including any of Employee’s former employers. Employee also acknowledges that the Company has disclosed to Employee that the Company is now, and may be in the future, subject to duties to third parties to maintain information in confidence and secrecy. Employee consents to be bound by any such duty owed by the Company to any third party. Employee represents that Employee is not subject to any agreement containing a non-competition, non-solicitation, or any other restriction with respect to (i) the nature of any services or business that Employee is being hired to perform or conduct for the Company; or (ii) the disclosure or use of any information that directly or indirectly relates to the business of the Company or to the nature of any services that Employee expects to be performing for the Company. Employee further represents that Employee has not disclosed or used, and will not disclose or use, during Employee’s Employment, any confidential information that Employee acquired as a result of any previous employment or under a contractual obligation of confidentiality before the commencement of Employee’s Employment with the Company.

Section V. Non-Competition.

- A. No Solicitation. The Employee shall not, during the term of the Employment, and for a period of six (6) months following any termination of the Employment (collectively, the “Non-Competition Period”), regardless of how the Employment is terminated, work at or for, perform services, or solicit work at or for the Client whether as an independent contractor; employee; officer; or in any other capacity, or to place independent consultants or employees, persons, firms, companies, or corporation, on any project for such Client without prior written permission from the Company.
- B. Potential Client Job Offer. If the Employee is offered employment by a Client during the Non-Competition Period, the Employee shall immediately notify the Company but shall not accept such offer absent written permission from the Company.
- C. Employee Still Able to Earn a Livelihood. The Employee further acknowledges that this Section V is a material part of this Agreement and that, if the Employment is terminated for any reason, he will be able to earn a livelihood without violating the foregoing restrictions. Employee may not maintain that Employee’s livelihood or personal life is impacted by the prohibitions contained herein.
- D. Savings. The parties acknowledge that they have attempted to limit the Employee’s right to compete only to the extent necessary to protect the Company from unfair competition. However, the parties further agree that if the trier of fact determines that the scope of this restrictive covenant is in any way broader than is permitted under applicable law, the trier of fact may modify it to the extent necessary to conform to applicable law and shall enforce same as so modified.
- E. Injunctive Relief. The Employee acknowledges that the loss to the Company which would arise from its breach of the provisions contained in Section V of this Agreement cannot be reasonably or

adequately compensated in damages in an action at law. The Employee therefore expressly agrees that the Company in addition to any other rights or remedies which it may possess, shall be entitled to injunctive relief without having to post a bond or security to prevent a breach of the Employee’s obligations thereunder.

- F. Employee agrees that the duration and scope of the non-competition and non-solicitation provisions in this Agreement are reasonable and acceptable and will not challenge such restrictions on the bases that they are too broad. In the event that an appropriate court determines that any provisions of non-competition) or non-solicitation, including the provisions regarding duration, geographic scope, prohibited activities, or otherwise, are unenforceable, such restrictions and limitations may be reduced or curtailed to the extent necessary to render them enforceable and that those provisions shall remain in full force and effect for the greatest time period and in the greatest area that would not render them unenforceable. The Company and Employee intend these restrictions to be a series of separate covenants.

Section VI. Notices.

Any notices required or which may be given under or in connection with this Agreement shall be in writing, and shall be sufficient if either (i) hand delivered, with receipt executed and dated by the recipient; or (ii) sent by certified U.S. mail, return receipt requested, to the parties at addresses indicated above or at such other address that either party may designate for itself by written notice to the other. Such notices shall be deemed given when received which, in the case of mailed notices, shall be the date of delivery (or first date of attempted delivery in the case of inability to deliver, including without limitation recipient's failure or refusal to accept delivery) as specified on the return receipt.

Section VII. General.

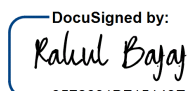
- A. **Survival of Certain Provisions of this Agreement.** Each and all of the terms, provisions and or covenants of this Agreement shall, for any and all purposes whatsoever, survive any termination of the Employment.
- B. **Assignment.** Except as otherwise expressly provided herein, the rights and obligations of the Employee hereunder shall not be assignable, and any attempted assignment shall be void. The rights and obligations of the Company hereunder shall be freely assignable.
- C. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their heirs, assigns, successors, executors, administrators and legal representatives.
- D. **Arbitration.** Any dispute with respect to this Agreement shall be decided by arbitration in the City of New York, New York, in accordance with the rules of the American Arbitration Association as then in force by one arbitrator appointed in accordance with such rules. The arbitrator shall decide all matters in accordance with applicable law and this Agreement. All costs in connection with any proceedings hereunder, other than the attorneys' fees and disbursements of each party, shall be borne equally by the parties. The arbitrator's award shall be final, conclusive and binding on the parties, and shall be the exclusive remedy regarding any claims, counterclaims, issues or accounting presented or pled to the arbitrator. Judgment on the award may be entered in any court or other tribunal. The Company may seek an injunction in aid of arbitration in any court of competent jurisdiction to enforce any Company right, contractual term, obligation, or remedy hereunder without having to post security or a bond.
- E. **No Waiver of Rights.** All waivers hereunder must be made in writing and failure by either party hereto at any time to require the other party's performance of any obligation under this Agreement shall not affect the right subsequently to require performance of that obligation. Any waiver of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of the provision.
- F. **Severability.** It is not the intention of the parties hereto to violate any public policy of any governmental authority. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any public policy of any jurisdiction, such provision shall be inoperative in each such jurisdiction and the remainder of this Agreement shall remain binding upon the parties hereto in each such jurisdiction and the remainder of the Agreement as a whole shall be unaffected.

- G. Duplicate Copies. This Agreement may be executed in counterparts and each thereof shall constitute an original instrument, but all such counterparts shall constitute only one and the same instrument.
- H. Law to Govern. Except for the provisions of the Federal Arbitration Act, this Agreement shall be governed by the law of the State of New York, without regard to its conflicts of law's provisions.
- I. Written Agreement to Govern. This Agreement sets forth the entire understanding and supersedes all prior and contemporaneous agreements between the parties relating to the subject matter contained herein and merges all prior and contemporaneous discussions between them, and no party shall be bound by anything other than as expressly stated in or contemplated by this Agreement or as subsequently shall be set forth in writing and executed by a duly authorized representative of the party to be bound thereby.
- J. Subject Headings. The subject headings of the Sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any provision of this Agreement.
- K. The Company is an equal opportunity employer and makes employment decisions on the basis of merit and business needs. The Company will consider all qualified applicants for employment without regard to race, color, religious creed, citizenship, national origin, ancestry, age, sex, sexual orientation, genetic information, physical or mental disability, veteran or marital status, or any other class protected by law. To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship to the Company would result.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

The Staffed 360 LLC.

By (Name): Rahul Bajaj

DocuSigned by:


3572681BF15143E
Title: Founder, Managing Partner

EMPLOYEE: Nigel Dsouza

Signed by:

Signature

4/17/2025

Date

Initial
