



OFFER OF EMPLOYMENT

Date: May 20, 2025

Dear Mr. Kalyan,

Subsequent to our discussions and interview, we are pleased to offer you a position of SAP LEAD with Sai Business Solutions LLC (DBA – SBS Corp) (Herein referred as “Company” or “Us”) starting from 10/10/2029, with the work location being May 20, 20250, on the terms and conditions contained in this letter agreement. Sai Business Solutions LLC participates in the E-Verify program, and our E-Verify Identification Number is 193067. In case you are a non-immigrant worker, this offer shall be contingent upon the required employment authorization approval from the relevant government agency.

1. **Duties:** You shall use your best energies and abilities on a full-time basis to perform those job responsibilities as may be assigned to you by the Company from time to time. You agree to provide services either at our business premises or at such other client location as may be determined by us from time to time. You further agree to comply with all corporate policies and rules and regulations which may be in effect in our company from time to time. You shall also comply with all rules and regulations which may be effective at a client location.

2. **Compensation and Benefits:** Your hourly compensation shall amount to \$ 90000/year. You acknowledge that your salary is subject to deduction of all applicable taxes (payroll etc.), benefit contributions or all such other deductions which are normal and customary.

3. **Health and Dental Insurance:** At the time of this offer, the Company offers its employees an opportunity to participate in its health and dental insurance plans. You and your immediate family members (spouse and minor children) shall have an opportunity to participate in these plans in accordance with the applicable Company policies. At the time of this offer, the Company does not contribute towards the cost of health insurance for its employees and their immediate family members. 100% monthly premium paid by employee. As per the needs of the Company, this benefit plan may change from time to time. You will be advised of such changes.

4. **Vacation Days:** As per current Company policy, you will be entitled to 10-unpaid working days’ vacation per year starting from the day of completion of one year of service with the Company. At your option, you can use these days either towards your sick days or towards vacation days. There will be holidays as per the Company policy in effect from time to time.

5. **Referral Bonus:** As per current Company policy, you can participate in our referral bonus plan. You will earn \$1000 (One thousand dollars) for every referred candidate who is employed by the Company. This policy may change from time to time. The referral shall be earned and



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5757 Flewellen Oaks Lane, Suite 704

Fulshear, Texas, 77441

payable once the employee referred has completed six months of employment with the Company. This bonus is subject to deduction for all applicable taxes.

6. Employee advance: At the Company's sole option and in its sole discretion and upon request, the Company may make a salary advance in an amount not exceeding \$1,500 (one thousand five hundred dollars). You agree that in case a salary advance has been made by the Company, the Company is and shall continue to be authorized to deduct the same from your salary without any notice or further approval from your side. If the company has made an advance that exceeds \$1,500 (one thousand five hundred dollars), this authorization to deduct from your salary shall increase to the amount advanced.

7. Duration of Employment and Termination: You agree to work with the Company at will, to be counted from the date when you are actually included in the Company payroll. The Company can terminate your services at any time "For Cause". The following shall constitute termination for cause:

- A. Termination by the end-user due to unsatisfactory work performance.
- B. Non-cooperation with the employer during interview process with its clients, for example, failure to attend interview, intentional poor performance at the interview, any direct rate or term negotiations with the client
- C. In the event the employee shall be guilty of fraud, dishonesty or any other acts of misconduct in the rendering of services on behalf of the Company. Any document fraud or qualification misrepresentation to the employer, Immigration authorities or employer's clients.
- D. In the event the employee shall fail or refuse to abide by the terms of this agreement faithfully or diligently.
- E. Failure to report to work at client site on time and for failure to report to work for reasons not beyond employee's control.
- F. Making attempts to secure employment or business opportunities with/from employer's client(s). Employee's involvement with the third parties in activities which are directly in competition with the business of the company.
- G. In the event of a determination of the Board of Directors of the Company to sell or otherwise dispose of substantially all the assets of the Company or to distribute the Company's assets to its stockholders in liquidation or to discontinue its business.
- H. Legal incapacity of the employee.
- I. The termination of employee's employment hereunder by the Company, at its



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option, upon employee's other incapacity or inability to further perform the services as contemplated herein for a period of at least 90 consecutive days because his/her physical or mental health shall have become impaired so as to make it impossible or impractical to perform the duties or responsibilities contemplated hereunder.

- J. The termination of employee's agreement hereunder by the company, at its option, upon employee's breach of any provisions hereof or violation of any other duty or obligation to company entitling company to terminate this agreement for cause
- L. Violation by the employee of any of the terms of the immigration status the employee is on.
- M. Extended vacation without prior consent of the Employer.
- N. Falsification of any time sheets.
- O. Failure to submit time sheets.
- P. Death.

In case you decide to leave the employment, you shall give the Company at least 30 days advance written notice. You acknowledge that this advance notice is important and necessary due to the nature of the Company's business. The Company is engaged in providing consulting services to its clients.

8. Performance Reviews: Your performance will be reviewed after twelve months from the date of start of your first project with the client. Thereafter, there will be annual reviews.

9. Confidentiality: As part of your employment, you will acquire or develop confidential and proprietary information concerning the Company and its dealings and method of dealings with its customers and employees. You also will develop relationships of special trust and confidence with the Company's customers and employees (collectively, "Confidential Matter"). You agree that such Confidential Matter is for the Company's exclusive benefit and that, both employment and always thereafter, you will not directly or indirectly use or disclose any Confidential Matter except for the sole benefit and with the consent of the Company. Upon the conclusion of your employment, you will promptly return all documents, timesheets and information (including computer generated or stored Mailers) concerning the Company or its customers and employees.

10. Post Departure Responsibilities: If required by the Company, you shall make yourself available for an exit interview. You shall also prepare a list of all the incomplete and pending projects/matters you were responsible for along with a detailed summary of the status of each element involved in the project/assignment. You shall also cooperate with the company to ensure smooth transition of the responsibilities you were handling prior to your termination. After leaving the employment, you shall make yourself available for telephone communication to answer questions with regard to the matters being handled by you. The company shall





compensate you for the time you may spend on such communication at an hourly rate decided prior to engagement. Your responsibility to be available to answer questions shall end at the end of six months' time following termination of your employment.

11. **Non-Competition and Non-Solicitation:** During the period of your employment and for 18 (eighteen) months following the termination of your employment, for whatever reason, (which time period shall be extended by the length of time during which you are in violation of this paragraph), you shall not directly or indirectly, for yourself or for the benefit of third parties, solicit the business from the Company's clients/end users/intermediaries or customers (or otherwise deal in a manner adverse to the Company's interest with third parties) or provide any software engineering consulting or programming services to any customer, clients, end user, intermediary of the Company (regardless whether or not you personally dealt with that party during your employment). You shall further refrain from directly or indirectly, for your benefit or for the benefit of a third party, solicit the services of (or otherwise deal in a manner adverse to the Company's interest) any employee or independent contractor of the Company or induce such employee or independent contractor to terminate his or her employment with the Company. You also agree that you are contractually obligated to work for the projects you may be assigned to a client location only through **Sai Business Solutions LLC** and not through any other third-party vendor or any primary vendor of the client unless consented to by the Company in writing. You further agree that: (1) the company shall be entitled to injunctive relief as well as damages for any violation by you of the provisions contained in this Section of the Agreement (which shall survive the termination of this Agreement and your employment); (2) Texas law shall govern this Agreement and its enforcement, (3) jurisdiction and venue is proper in any proceeding to enforce rights hereunder filed in any court located in Fort Bend County, Texas; and this agreement is intended to be enforced in accordance with its terms but that such terms shall be deemed modified as necessary so as to render them valid and enforceable to the fullest extent permissible by applicable Law. You will be liable to pay any and all legal expenses incurred by the company in connection with a lawsuit brought by the Company to enforce the terms of this Agreement.
12. **Non-Immigrant Worker Work Permit:** In case you are a nonimmigrant worker, the Company shall file necessary papers with the relevant U.S. Immigration Office after your acceptance of this offer letter and submission of all necessary documents. The time duration for issuance of work permit or whether or not the necessary work permit shall be granted or not is beyond the control of the company and the company shall not be held responsible for any liabilities arising out of your H1 work permit not granted. The offer of employment is subject the necessary work permit approvals from the relevant government agency.
13. **Indemnity:** You automatically confirm that you are joining the services of the company of your own free will and volition and agree to indemnify the company against any claims that may rise due to your joining the company. You further confirm and agree that you are not under any agreement which will prevent you from joining the Company.
14. **Entire Agreement:** This agreement represents the entire agreement of the parties, and it supersedes all prior statements, discussions and understandings and may be amended only by a



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writing signed by both parties.

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

Signatures:

(For Sai Business Solutions, LLC)

Name: Sreedevi Nair

Title: Chief Strategic Officer

Date: May 20, 2025

Accepted by:

Name: Kalyan

Date: May 20, 2025

Last 4 SSN:

