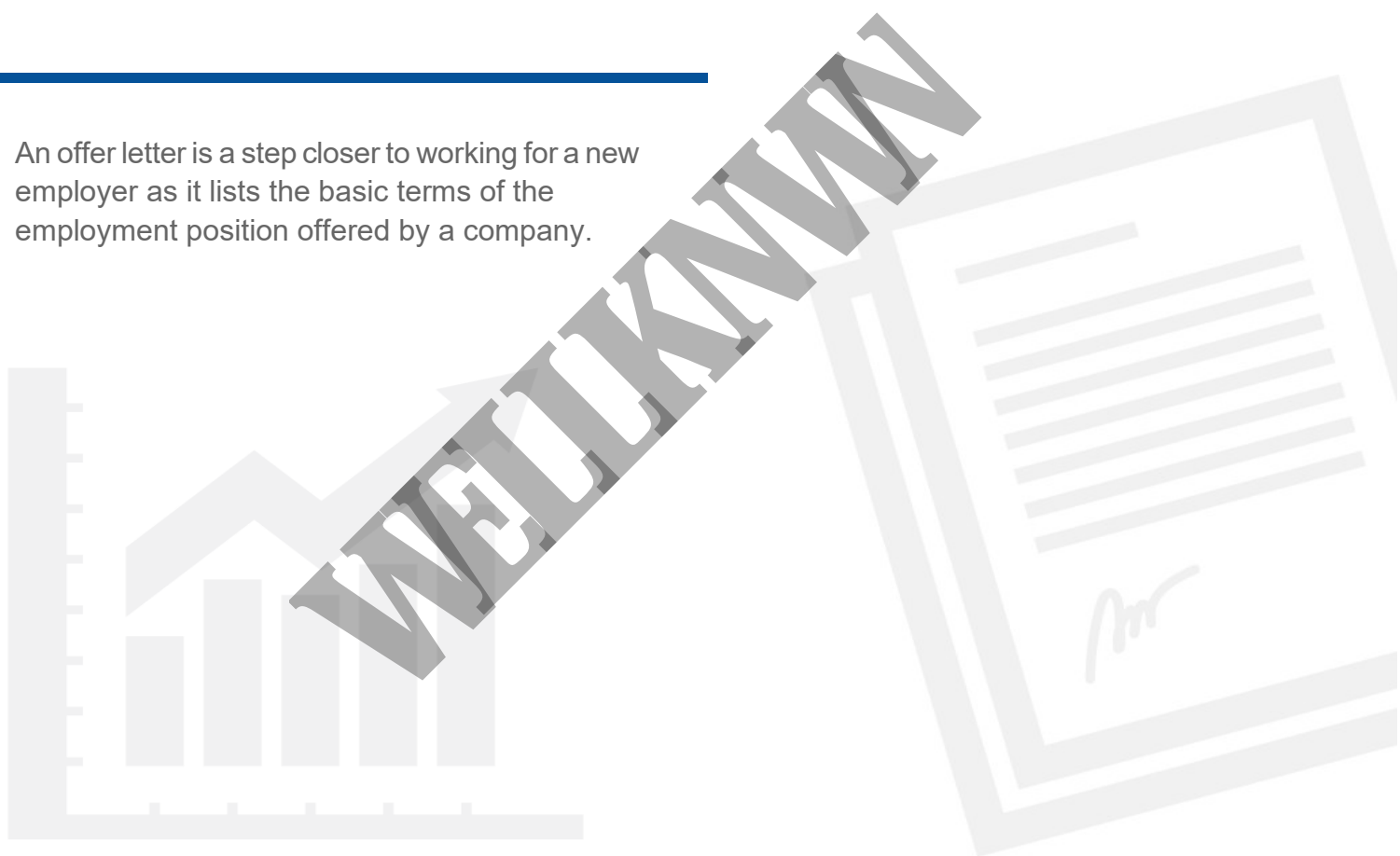


Employment Offer Letter



An offer letter is a step closer to working for a new employer as it lists the basic terms of the employment position offered by a company.





Employment Offer

Dear Your Name Here:

Primetime Technology LLC is pleased to offer you employment on the following terms:

1. **Position.** Your initial title will be Data Analyst, and you will initially report to the Tommie Hart. This is a full-time position. While you render services to Primetime Technology LLC, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with Primetime Technology LLC. By signing this letter agreement, you confirm to Primetime Technology LLC that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for Primetime Technology LLC.
2. **Cash Compensation.** Primetime Technology LLC will pay you a starting salary at the rate of \$70,000 yearly payable in accordance with Primetime Technology LLC standard payroll schedule. This salary will be subject to adjustment pursuant to Primetime Technology LLC employee compensation policies in effect from time to time.
3. **Employee Benefits.** As a regular employee of Primetime Technology LLC, you will be eligible to participate in a number of Company-sponsored benefits. In addition, you will be entitled to paid vacation in accordance with Primetime Technology LLC's vacation policy, as in effect from time to time.
6. **At-Will Employment.** Employment with Primetime Technology LLC is for no specific period of time. Your employment with Primetime Technology LLC will be "at will," meaning that either you or Primetime Technology LLC may terminate your employment at any time and for any reason, with or without cause. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and Primetime Technology LLC on this term. Although your job duties, title, compensation and benefits, as well as Primetime Technology LLC's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and a duly authorized officer of Primetime Technology LLC (other than you).
7. **Tax Matters.**
 - (a) **Withholding.** All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.
 - (b) **Tax Advice.** You are encouraged to obtain your own tax advice regarding your compensation from Primetime Technology LLC. You agree that Primetime Technology LLC does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make

any claim against Primetime Technology LLC or its Board of Directors related to tax liabilities arising from your compensation.

8. Interpretation, Amendment and Enforcement. This letter agreement and Exhibit A constitute the complete agreement between you and Primetime Technology LLC, contain all of the terms of your employment with Primetime Technology LLC and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and Primetime Technology LLC. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of Primetime Technology LLC. The terms of this letter agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your employment with Primetime Technology LLC or any other relationship between you and Primetime Technology LLC (the "Disputes") will be governed by New York law, excluding laws relating to conflicts or choice of law. You and Primetime Technology LLC submit to the exclusive personal jurisdiction of the federal and state courts located in New York in connection with any Dispute or any claim related to any Dispute.

We hope that you will accept our offer to join Primetime Technology LLC. You may indicate your agreement with these terms and accept this offer by signing and dating both the enclosed duplicate original of this letter agreement and the enclosed Proprietary Information and Inventions Agreement and returning them to me. This offer, if not accepted, will expire at the close of business on 01/29/2024. As required by law, your employment with Primetime Technology LLC is contingent upon your providing legal proof of your identity and authorization to work in the United States. Your employment is also contingent upon your starting work with Primetime Technology LLC on or before 02/05/2024.

If you have any questions, please call me at 213-514-6341.

Very truly yours,

Tommie Hart



Primetime Technology LLC

Tommie Hart

CFO