

## EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") effective as of March 06, 2017 between MPRSoft, Inc. (the "Employer") and **Bhargav Reddy Ankireddygar**i (the "Employee")

WHEREAS, Employer renders computer and software consulting services by providing their employees, such as employee, to third party end clients or users (individually a "Client". and collectively the "Clients"), whether directly or through one or more third party agencies (hereinafter a "Vendor");

WHEREAS, Employer desires to employ Employee so that Employee may provide services to Employer's Clients directly or through a Vendor; and

WHEREAS, Employee desires to be so employed by the Employer; and

NOW THEREFORE, in consideration of the promise and mutual covenants in this Agreement, the parties agree as follows:

1. **Employment.** Employer hereby employs Employee and Employee hereby accepts such employment, upon the terms and conditions hereinafter set forth in this Agreement.

2. **Duties.** Employee shall render all reasonable duties and services expected by and as directed by the Employer, Client(s), and/or Vendor(s). The Employee will comply with the Employer's policy guidelines and standards as set forth orally or in writing by Employer.

3. **Standard of Performance.** Employee shall perform the services in accordance with generally accepted industry standards of care and competence in the required disciplines specified to be performed, use his own appropriate independent skill and judgment, and adhere to applicable policies of Employer, Client(s) and/or Vendor(s), including working hours and data and other security procedures. Employee will be required to send Employer status reports of the work performed by Employee on a weekly basis. If necessary as required by Employer, Employee will take part in meetings in person or telephonically with Employer to discuss Employee's work product.

4. **Work Location and Commencement.** Employee acknowledges Employee's services pursuant to this agreement will be rendered at the work location specified by Employer. Employee further acknowledges and warrants that Employee will be present and on location at the destination specified by the Employer on the date selected by the Employer. If Employee is not at the designated location on or before such designated time, Employer shall be permitted to seek damages against Employee including, but not limited to, Employer's lost revenues from the Client(s) and/or Vendor(s) for the services Employee was to perform and any damages Employer must pay the Client(s) and/or Vendor(s) regarding Employee's failure to be present at the designated location on or Before such designated time. Upon completion of Employee's project with Client or Vendor, Employee must deliver Employee's timesheets to Employer within one (1) week of the completion date of Employee's project.

**5. Employee's Representation.** The Employee represents that he is not in any way restricted from entering in to this Agreement, including by prior or existing agreement with any other person or entity.

**6. Full-Time Employment.** While employed by the Employer, the Employee may not accept or perform any other employment, and shall devote full time and best efforts exclusively to rendering such duties consistent with his/her position.

**7. Salary.** As compensation for the services to be rendered by Employee, the Employer will pay Employee package mentioned in offer letter. The amount and frequency of compensation paid to Employees by Employer is confidential and may not be discussed by Employee with anyone, either orally or in writing, other than their own attorneys or Employer's corporate officers and internal staff.

**8. Term.** The Employer and the Employee agree that the employment arrangement set out in this Agreement is an at-will agreement, terminable by either party pursuant to paragraph 10 of this agreement.

**9. Start Date.** The start date of Employee's employment with Employer will be the date specified in the Employee's joining report issued by Employer and signed by Employee upon commencement of work.

- a) If the Employee requires international relocation and does not already have a social security number before entering the country, the start date of Employee's employment will not be before the date the Employee has obtained a social security number; or
- b) If the Employee is already in the United States and is not on temporary visa status with another entity, the start date of Employee's employment will be decided in the sole discretion of Employer; or
- c) If the Employee requires a H1-B transfer, the start date of Employee's employment will not be before receipt by Employer of the H-1b transfer approval from USCIS.

**10. Termination.** Employee acknowledges that Employer has or will make contractual arrangements with Client(s) or Vendor(s) regarding the services rendered by Employee. Employee further acknowledges that those contractual arrangements require that Employer give the Client(s) or Vendor(s) prior notice before terminating the services performed by Employee; therefore, Employee agrees to give Employer thirty (30) days written notice prior to terminating this Agreement. This Agreement may be terminated at any time by Employer upon written notice. Upon termination of the Employee's employment for any reason, the Employee shall immediately deliver to Employer all documents and all property of Employer, Client(s), and Vendor(s) that is in the Employee's possession, including but not limited to keys, identification cards, computer software and hardware, manual, writings, etc.

**11. Timesheets.** For each and every week that Employee provides services to Employer's Client(s) and/or Vendor(s), Employee must send a timesheet signed by the appropriate representative of the Client to Employer no later than the first Monday after services were rendered that indicates the total hours worked each day of the prior week and the total hours for the prior week. If Employer does not receive the properly signed timesheet from Employee then that time will be considered as an unauthorized absence from work and it will delay the payment of Employee's salary to Employee.

**12. Non-Competition.** Employee agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, Employee shall not directly or indirectly, including on behalf of any individual or entity, be employed by or perform services for any Client or Vendor(s) of Employer Client or Vendor(s) of Employer made known to Employee by Employer or any Client or Vendor(s) that Employee provided services for or through pursuant to this Agreement Employee further agrees that he shall not solicit, accept or divert any contract business or assignments with any Client or Vendor(s) or otherwise take any business away from Employer from any Client or Vendor(s) were made aware of during the course of this Agreement Employee agrees that it shall sign and agree to a further agreement for non-competition , non-solicitation, confidentiality, and assignment of trademark and patents as required by Client(s) and/or Vendor(s), in their sole discretion .

**13. Non-Solicitation.** Employee agrees during the term of this Agreement and for a period of one (1) year after the termination of this Agreement not to directly or indirectly contact, solicit, accept, induce or employ, either directly or indirectly, any employee, consultant independent contractor, Vendor(s), client of Employer, or to induce any of the foregoing to terminate or otherwise alter their business or contractual relationship with Employer.

**14. Contract to Hire.** If Employee is placed in a contract to hire position, meaning the Client or Vendor(s) whom Employee is placed with or through have a right to hire the Employee directly as their employee after a certain period of time, Employee agrees that he will still be restricted by the covenants not to compete contained in paragraph 12 of this Agreement unless he receives the written permission of Employer to directly join the Client or Vendor(s).

**15. Disclosure of Information.** Employee recognizes and acknowledges that the list of the Employer's, Client's, and Vendor's clients and business methods are a valuable, special, and unique asset of the Employer's, Client's, and Vendor 's business. Employee will not, during or after the term of employment, disclose the list of the Employer's, Client's, or Vendor 's clients or any part of it to any person, firm, company, association, or other entity for any reason or purpose whatsoever except to perform the employee 's job duties . Employee will not, during or after the term of employment, disclose Employer's, Clients, or Vendor's business methods to any person, firm, company , association , or other entity for any reason or purpose whatsoever except to perform the employee 's job duties. In the event of a breach or threatened breach by Employee of the provisions of this paragraph, the Employer, Client, and Vendor will be entitled to an injunction restraining Employee from disclosing, in whole or in part, the list of the Employer's, Client's and/or Vendor's clients, or from rendering any services to any person, firm, Employer, association, or other entity to whom the list, in whole or in part, has been disclosed or is threatened to be disclosed. Nothing in this Agreement will be construed as prohibiting the Employer, Client, or Vendor from pursuing any other remedies available to the Employer, Client, or Vendor for disclosure, including the recovery of damages from Employee.

**16. Trade Secrets.** During the term of this Agreement, Employee will have access to and become familiar with various trade secrets, consisting of formulas, devices, secret inventions, processes, and compilations of information, records, and specifications, owned by the Employer and regularly used in the operation of the business of the Employer. The Employee must not disclose these trade secrets, directly or indirectly, nor use them in any way. All files, records, documents, drawings, specifications, equipment, and similar items relating to the

business of the Employer, whether or not prepared by the Employee, remain the exclusive property of the Employer. They may not be removed from the premises of the Employer under any circumstances without the prior written consent of the Employer.

**17. Assignment.** Employee agrees to assist Employer, Client and/or Vendor, in every proper and lawful way and manner, to secure and/or to perfect Employer's, Client's, and/or Vendor's rights in any inventions, patents, copyrights, trade secrets, trademarks, mask work rights, or other intellectual property rights thereto, in any and all countries, including the disclosure of all pertinent information and data with respect thereto. Employee agrees to execute any and all applications, specifications, oaths, assignments and any and all other instruments which the Employer may deem necessary in order to apply for and obtain and/or in order to assign and convey same to the Employer, including their successors, assigns, and nominees, the sole and exclusive rights, titles and interests, in and to all inventions, patents, copyrights, trade secrets, trademarks, mask works, or other intellectual property rights relating thereto, resulting from this agreement.

**18. Classification of Work.** Employee agrees that all rights in all intellectual properties prepared by him pursuant to this Agreement, including patent rights and copyrights applicable to any of the intellectual properties described in this Agreement, shall belong exclusively to Employer, Client, and/or Vendor, shall constitute "works made for hire," and shall be assigned promptly by Employee to Employer or any other individual or entity as designated by Employer.

**19. Disclosure.** Employee promises and agrees that he will promptly and fully inform and disclose to Employer all computer program designs, creations, improvements, and discoveries plus any other type of computer related discoveries that he makes during the term of this Agreement which pertain to the business of Employer, Client, and/or Vendor or to any experimental work carried on by Employer, Client, and/or Vendor, whether conceived by Employee alone or with the others and whether or not conceived during regular working hours.

**20. Attorney-in-Fact.** Employee hereby designates Employer as Attorney-in-Fact to speak and act in Employee's stead and to execute through its authorized representative, all such documents as may be required in order to apply and/or to make more perfect Employer's, Client's, or Vendor's claim in and to any inventions, patents, copyrights, trade secrets, trademarks, and other intellectual property rights.

**21. Expenses.** Employee shall be reimbursed for all ordinary, reasonable, and necessary expenses incident to his or her employment only if pre-approved by the Employer, upon presentation by the Employee of itemized original receipts in the form requested by the Employer.

**22. Tax Withholding.** Employer shall have the right to deduct or withhold from the compensation due Employee hereunder any and all sums required to be withheld by federal, state, or local laws, taxes now in effect or that may be enacted and become law in the future.

**23. Vacation and Benefits.** Employee shall be entitled to participate in vacation, major medical, and other employee benefits as established by Employer and in accordance with the policies of Employer.

**24. Indemnification.** Employee will indemnify and hold harmless Employer, its officers, directors, shareholders, employees and agents, and their respective successors and assigns, against any cause of action,

loss, liability, damage, cost or expense of any nature whatsoever, whether accrued, absolute, contingent or otherwise, including, without limitation, attorney's fees and costs (whether or not suit is brought), arising out of or relating to Employee's breach of any of Employee's representations, warranties or covenants in this Agreement, any misrepresentation Employee makes during the course of his service hereunder, any illegal, improper, wrongful activity committed by or involving Employee, or any act or omission on the part of Employee. This indemnification obligation shall survive any termination of this Agreement.

**25. Contact Information.** Employee agrees to update Employer in writing of any changes to Employee's contact information as stated in the signature area of this Agreement.

**26. Waiver.** Failure to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement will not be deemed a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power for all or any other times.

**27. Severability.** If any provision of this Agreement is held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provisions hereof. It is the intention of the parties that in the event any provision is held illegal, invalid, or unenforceable, that such provision be limited so as to effect the intent of the parties to the fullest extent permitted by applicable law.

**28. Modification.** Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

**29. Entirety of Agreement.** This Agreement supersedes all other agreements, either oral or in writing, between the parties to this Agreement, with respect to the employment of the Employee by the Employer. This Agreement contains the entire understanding of the parties and all of the covenants and agreements between the parties with respect to that employment.

**30. Assignment.** This Agreement is personal in its nature and Employee will not assign or transfer this Agreement or any rights or obligations under this Agreement.

**31. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia.

**32. Forum Selection.** Any disputes between or among the parties to this Agreement concerning the subject matter of this Agreement shall be exclusively submitted for resolution to a court sitting in Loudoun County, Virginia.

**33. Waiver of Jury Trial.** Employee waives any and all rights he may have to a trial by jury against Employer for any and all actions arising out of or related to this Agreement.

**34. Headings.** The headings of the articles and paragraphs and subparagraphs of this Agreement are solely for convenience and reference and shall not limit or otherwise affect the meaning of any of the terms or provisions of this Agreement.

35. **Gender and Number.** As used herein, wherever the context so requires, the singular number shall include the plural and the masculine gender shall include the female and neuter genders.

36. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but which together constitute one and the same instrument, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

37. **Notices.** Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of: (a) the third (3rd) Business Day following the date of mailing, if sent by US. nationally recognized overnight courier service or (b) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as evidenced by their signatures below.

EMPLOYER

EMPLOYEE

\_\_\_\_\_  
Signature

Bhargav Reddy  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Bhargav Reddy Ankireddygari  
\_\_\_\_\_  
Printed Name

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Position