

# EMPLOYMENT AGREEMENT

## EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into on March 1, 2024, between DataFlow Technologies Inc., a corporation organized under the laws of New York ("Company"), and Michael Johnson, an individual residing at 789 Employee Street, New York, NY 10001 ("Employee").

### 1. POSITION AND DUTIES

Employee shall serve as Senior Software Engineer and shall perform such duties as may be assigned by the Company from time to time. Employee shall devote his full time, attention, and efforts to the business of the Company.

### 2. COMPENSATION

- a) Base Salary: Employee shall receive an annual base salary of \$120,000, payable in accordance with the Company's regular payroll practices.
- b) Bonus: Employee may be eligible for annual performance bonuses at the discretion of the Company.
- c) Benefits: Employee shall be entitled to participate in all employee benefit plans offered by the Company.

### 3. TERM OF EMPLOYMENT

This Agreement shall commence on March 15, 2024, and shall continue until terminated by either party in accordance with the terms herein.

### 4. TERMINATION

- a) Either party may terminate this Agreement at any time with or without cause upon thirty (30) days written notice.
- b) Company may terminate Employee immediately for cause, including but not limited to: (i) breach of this Agreement, (ii) misconduct, (iii) violation of Company policies, or (iv) conviction of a felony.

### 5. CONFIDENTIALITY AND NON-DISCLOSURE

Employee acknowledges that during the course of employment, Employee will have access to confidential and proprietary information. Employee agrees to maintain the confidentiality of such information both during and after employment.

## **6. NON-COMPETE PROVISION**

For a period of two (2) years following termination of employment, Employee shall not directly or indirectly engage in any business that competes with the Company within a 50-mile radius of the Company's principal place of business.

## **7. INTELLECTUAL PROPERTY**

All inventions, discoveries, improvements, and other intellectual property created by Employee during the course of employment shall be the sole property of the Company.

## **8. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **9. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

## **10. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

## **COMPANY: EMPLOYEE:**

DataFlow Technologies Inc. Michael Johnson

By: \_\_\_\_\_

Name: Sarah Wilson Michael Johnson

Title: HR Director Employee

Date: \_\_\_\_\_ Date: \_\_\_\_\_