

WEBWORLD TECHNOLOGIES, INC.

**CONFIDENTIALITY, INTELLECTUAL PROPERTY,
NON-SOLICITATION, AND ARBITRATION AGREEMENT**

THIS CONFIDENTIALITY, INTELLECTUAL PROPERTY, NON-SOLICITATION, AND ARBITRATION AGREEMENT ("Agreement") is made on this 14th day of January, 2013, by and between WEBWORLD TECHNOLOGIES, INC. ("Webworld" or "the Company"), and Sergey Surikov ("Employee"). This Agreement supersedes any prior confidentiality, intellectual property, non-solicitation or arbitration agreements executed by and between the Company and the Employee.

WHEREAS, Employee is (or has been offered a position as) an at-will employee of Webworld;

WHEREAS, as a condition of Employee's initiation or continuation of at-will employment with the Company, the Employee and the Company have entered into this Agreement; and

WHEREAS, in the course of employment, the Company will provide Employee with confidential and proprietary information about the Company and its clients and customers, improper use or disclosure of which could interfere with or disrupt the Company's business;

NOW, THEREFORE, in consideration of Employee's employment with Webworld, or continued employment with Webworld, and other good and valuable consideration (including, but not limited to, the provision of Confidential Information), the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

1. Confidentiality.

- 1.1. Except as specifically authorized in writing by the Company, the Employee agrees not to disclose, publish, or use, or knowingly permit anyone else to disclose, publish, or use, any proprietary or confidential information or trade secrets (collectively "Confidential Information") of Webworld, or of its clients, business partners or subcontractors, at any time during or after Employee's employment with the Company. This obligation will continue so long as such information remains legally protectable from unauthorized disclosure or use.
- 1.2. Employee agrees to return all of the Company's Confidential Information that he or she possesses at the end of Employee's employment with Webworld. In addition, Employee agrees that, after conclusion of his or her employment with the Company, Employee will not accept any position or employment with any new employer if the nature of the position is such that the new employment will inevitably require him or

her to disclose or use Confidential Information obtained during his or her employment with the Company in order to fulfill obligations of the new employer.

- 1.3. During Employee's employment with Webworld, Employee agrees not to disclose or use any Confidential Information of others (including former employers, clients, or business partners), or facilitate such disclosure or use by anyone else; be a party to a situation where Confidential Information of others has been improperly obtained; receive Confidential Information of others except pursuant to a written confidentiality agreement signed by an officer of the Company; or, obtain information about the marketplace and competitive surroundings in a manner inconsistent with ethical commercial practices.
- 1.4. "Confidential Information" includes, without limitation:
 - 1.4.1. all data and information relating to the business and management of the Company, including proprietary and trade secret technology and accounting records to which access is obtained by the Employee, including Work Product, Production Processes, Other Proprietary Data, Business Operations, Computer Software, Computer Technology, Marketing and Development Operations, and Customers; and physical embodiments of such information (such as drawings, specification sheets, schematics, flow charts, logic diagrams, graphs, procedural diagrams, recording media for machine information processing systems, documentation, contracts, reports, lists of potential or current customers, manuals, proposals, maps, work sheets, printouts, employment records pertaining to employees other than Employee, correspondence, forms, checklists, samples, and any other written or electronic expressions fixed in any tangible material); and
 - 1.4.2. any information which has been disclosed by a third party to the Company and governed by a non-disclosure agreement entered into between the third party and the Company.
- 1.5. "Work Product" means work product resulting from or related to work or projects performed or to be performed for the Company or for Webworld clients, of any type or form in any stage of actual or anticipated research and development.
- 1.6. "Production Processes" means processes used in the creation, production and manufacturing of the Work Product, including but not limited to formulas, patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs.

- 1.7. "Other Proprietary Data" means information relating to the Company's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets).
- 1.8. "Business Operations" means internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting the Company's business.
- 1.9. "Computer Software" means all sets of statements, instructions or programs, whether in human readable or machine readable form, that are expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer ("Computer Programs"); any report format, design or drawing created or produced by such Computer Programs; and all documentation, design specifications and charts, and operating procedures which support the Computer Programs.
- 1.10. "Computer Technology" means all scientific and technical information or material pertaining to any machine, appliance or process, including specifications, proposals, models, designs, formulas, test results and reports, analyses, simulation results, tables of operating conditions, materials, components, industrial skills, operating and testing procedures, shop practices, know-how and show-how.
- 1.11. "Marketing and Development Operations" means marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Company which have been or are being discussed.
- 1.12. "Customers" means names of customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by clients of the Company.
- 1.13. In the event that the Employee is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Employee will provide the Company with prompt written notice of such

request so the Company may seek an appropriate remedy or alternatively to waive the Employee's compliance with the provisions of this Agreement with respect to the request.

- 1.14. Reasonableness of Confidentiality Provisions. Employee acknowledges and agrees that the Confidentiality provisions of this Agreement are no greater than necessary in terms of scope to protect Webworld's business from unfair competition and other disruptions, and that the Confidentiality provisions are fair and reasonably required for the protection of the interests of Webworld, its employees and stockholders, and will not place an undue burden on Employee's ability to earn a livelihood should the employment relationship between Webworld and Employee cease.

2. Intellectual Property.

- 2.1. Employee acknowledges and agrees that all rights, title and interest in any Confidential Information is and will remain the exclusive property of Webworld. Employee specifically agrees and acknowledges that the Employee will have no interest in the Confidential Information, including, without limitation, interest in know-how, copyright, trademarks or trade names, notwithstanding the fact that Employee may have created or contributed to the creation of the same.
- 2.2. For purposes of this Agreement, the term "Invention" means:
- 2.2.1. any idea, invention, modification, discovery, design, development, improvement, composition, process, formula, data, method, technique, work of authorship, know-how, show-how, patent, copyright, moral right, trade name, trademark, trade secret or any other form of intellectual property right whatsoever (whether or not any of the foregoing items are reduced to practice or are protectable under any state, federal, or foreign patent, copyright, trademark, trade secrecy laws or any other analogous laws protective of intellectual property rights); and
- 2.2.2. any applications or rights to apply, with respect to the items listed in the foregoing clause 2.2.1, for patent, copyright, trademark or similar registrations, or any other analogous protective filings that may be recognized under the laws of any governmental authority.
- 2.3. Employee acknowledges and agrees that all work performed by Employee in the course of Employee's employment with the Company shall be deemed "work for hire" as defined by the laws of the United States regarding copyrights and other intellectual property protections, and all of Employee's Inventions are "works made for hire" as defined by these laws.

- 2.4. If at any time or times during his or her employment with the Company (whether or not during normal working hours or on the premises of the Company), Employee shall (either alone or with others) make, conceive, discover, reduce to practice or become possessed of any Inventions that:
- 2.4.1. concern the business of the Company or any of the products or services being developed, manufactured, marketed, sold or otherwise provided, planned or investigated by the Company; or
 - 2.4.2. result from duties or tasks assigned to Employee by the Company or that are otherwise performed by Employee in the ordinary course of his or her employment with the Company; or
 - 2.4.3. result from the use of premises, equipment, supplies, facilities or any other personal property (whether tangible or intangible) owned, leased or contracted for by the Company; or
 - 2.4.4. result from, incorporate, or are derived in any manner from any Confidential Information (or portions thereof) of the Company,
- then as between Employee and the Company, Employee agrees that such Inventions, and all the benefits thereof, shall immediately and automatically become the sole and exclusive property of the Company and its successors and designated assigns (all such Inventions collectively, the "Company Inventions"). Employee agrees to promptly disclose to the Company (or any persons designated by it) each such Company Invention, and shall promptly communicate all available information relating thereto (with all necessary work product, designs, plans, models, data and related information) to the Company.
- 2.5. During and after Employee's employment with the Company, Employee will, at the request of the Company, sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized agents may reasonably require to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world relating to such Company Invention, and when so obtained or vested to renew and restore the same.
- 2.6. Employee has identified on Exhibit A attached hereto a complete list of all inventions or improvements which have been made or conceived or first reduced to practice by the Employee alone or jointly with others prior to his or her employment by the Company and which the Employee desires to exclude from the operation of this Agreement. If there is no such list on Exhibit A, Employee represents that the Employee has made no such inventions or improvements at the time of signing this Agreement.

3. Non-Solicitation.

- 3.1. Non-Solicitation of Proposals and Projects. For a period of two (2) years from the date of the Employee's termination of employment, the Employee shall not, directly or indirectly, whether as an employee, agent, partner, member, consultant or in any other capacity, solicit, participate in, assist with, or otherwise be involved in any respect in any proposal or project which the Company is or was involved in during the one (1) year period prior to the date of termination of the Employee's employment with the Company, without the express written consent of the Company.
- 3.2. Non-Solicitation of Customers and Clients. For a period of three (3) years from the date of the Employee's termination of employment, the Employee shall not, directly or indirectly, whether as an employee, agent, partner, member, consultant or in any other capacity, solicit, sell, or propose to sell any services similar to those services performed by the Employee for the Company to any person, company, firm, corporation or governmental agency who is a customer or client of the Company (as such clients or customers are named in the Company's written proposals, contracts and task orders) for whom the Employee personally provided services within the six (6) month period prior to the Employee's termination of employment, without the express written consent of the Company.
- 3.3. Non-Solicitation of Employees and Contractors. During Employee's employment with Webworld, and for a period of three (3) years from the date of the Employee's termination of employment, the Employee shall not hire, solicit or encourage, or cause others to hire or solicit or encourage, any employee of the Company to terminate his or her employment with the Company or hire, solicit or encourage, or cause others to hire or solicit or encourage, any contractor of the Company to terminate his or her contractual relationship with the Company, without the express written consent of the Company. Notwithstanding anything to the contrary above, this section shall not prohibit the Employee from hiring or attempting to hire, directly or indirectly, any former employee or contractor of the Company who has terminated his or her relationship with the Company at least six (6) months prior to such efforts by the Employee.
- 3.4. Reasonableness of Non-Solicitation Provisions. Employee acknowledges and agrees that the non-solicitation provisions of this Agreement are no greater than necessary in terms of time, scope and geographical limitations to protect Webworld's business from unfair competition and other disruptions, and that terms of this Agreement (including the non-solicitation provisions) are fair and reasonably required for the protection of the interests of Webworld, its employees and stockholders, and will not

place an undue burden on Employee's ability to earn a livelihood should the employment relationship between Webworld and Employee cease.

4. Duty of Loyalty.

- 4.1. As an employee Webworld, Employee owes a duty of loyalty to the Company. It is therefore understood and agreed that any business opportunity relating to or similar to the Company's current or anticipated business opportunities coming to the attention of the Employee during the Employee's employment with Webworld is an opportunity belonging to the Company. Employee will therefore advise the Company of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Company.
- 4.2. While employed by Webworld, Employee shall not, without the written consent of the Company:
 - 4.2.1. directly or indirectly, individually or with others, undertake or join any planning for or organization of any business activity competitive with the current or anticipated business activities of the Company; or
 - 4.2.2. directly or indirectly engage or participate in any other business activities which the Company, in its reasonable discretion, determines to be in conflict with the best interests of Webworld.

5. Arbitration and Injunctive Relief.

- 5.1. Mediation and Arbitration. Any controversy, claim or dispute arising out of, or relating to, the validity, construction, application, enforcement or breach of this Agreement, or otherwise arising out of or relating to Employee's recruitment by, Employee's employment with, or the ending of Employee's employment with, Webworld, including, but not limited to, any state, federal or local statutory and common law claims (including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination Act, the Americans with Disabilities Act, as amended, and the Uniformed Services Employment and Reemployment Act), which cannot be resolved through informal discussions with the Company's management, will be resolved as follows with costs to be equally borne by both Parties:
 - 5.1.1. The parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its then-current Employment Arbitration Rules and Mediation Procedures;

5.1.2. In the event mediation fails to resolve the matter within forty-five (45) days after submission to the AAA, the dispute shall be settled, at either party's request, by binding arbitration administered by the AAA under its then-current Employment Arbitration Rules and Mediation Procedures. The arbitrator, and only the arbitrator, will decide any and all disputes regarding whether a claim is arbitrable. Judgment upon the award rendered by the arbitrator will be binding upon both parties and may be entered and enforced in any court of competent jurisdiction.

5.2. Injunctive Relief. Webworld and Employee acknowledge that the parties to this Agreement may suffer irreparable harm if either party breaches, or threatens to breach, this Agreement, and the remedies at law available to the parties for any breach or threat of breach of this Agreement will be inadequate. Either party shall therefore be entitled to seek an injunction to prevent a breach or ongoing breach of this Agreement and to enforce specifically the terms and provisions thereof, in addition to any other remedy to which the parties may be entitled at law or equity, without first resorting to mediation or arbitration. Any action seeking injunctive relief relating to or arising from this Agreement will be brought in a state court of competent jurisdiction in Fairfax County, Virginia or in the United States District Court for the Eastern District of Virginia, each venue being where the Company maintains a place of business. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the Commonwealth of Virginia shall have personal jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement in accordance with this paragraph.

5.3. In any action or arbitration brought pursuant to this Section 5 of this Agreement for alleged violations of Sections 1 through 4 of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

6. Opportunity to Review. Employee acknowledges that he or she has been given an opportunity to review the terms of this Agreement with an attorney of his or her own choosing prior to signing it, and Employee acknowledges that he or she has had ample opportunity to do so.

7. At-Will Employment. Employee acknowledges and understands that employment with Webworld is "at-will" and will continue only so long as it is mutually agreeable to Webworld and Employee. Either party may terminate the employment relationship at any time, for any reason, with or without cause, or for no reason at all. This "at-will" relationship is not subject to change or modification of any kind except by a written document signed by the CEO of Webworld and Employee.

8. Severability. If any provision of this Agreement is held to be overly broad or invalid, thereby making the provision unenforceable, all other provisions will remain in full force and effect. The unenforceable provision will to the extent permissible be applied so as to render the remaining provisions enforceable.

9. Waivers. The failure of either party, at any time, to insist upon strict compliance by the other with any term of this Agreement will not constitute a waiver of the right to demand strict compliance at any other time. In order to be effective, any waiver of any term of this Agreement must be in a written document signed by the Employee and the President/CEO of Webworld or his or her designee.

10. Assignment. The Company shall have the right to assign any and all rights or obligations under this Agreement without prior approval.

11. Miscellaneous. The terms of this Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to conflict of laws rules. The headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

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

Employee: _____

Date: _____

Print Name: _____

Sergey A. Surikov

Webworld Technologies, Inc.

Signed: _____

Date: _____

Print Name/Title: _____

President

EXHIBIT A

The following is a complete list of all Inventions relevant to the subject matter of my employment with the Company that have been made, discovered, conceived, first reduced to practice or developed by me or jointly with others prior to my employment by the Company that I desire to remove from the operation of the Confidentiality, Intellectual Property, Non-Solicitation, and Arbitration Agreement:

✓ No Inventions.

w/a See below: Any and all Inventions regarding:

w/a Additional sheets attached.

07/29/2013
Date


Employee Signature

Sergey A. Surikov
Employee Name (Please Print)