
EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into as of March 1, 2026 (the "Effective Date"), by and between:

NOVATECH SOLUTIONS INC., a Virginia corporation ("Employer" or the "Company"), with its principal place of business at 8000 Towers Crescent Drive, Suite 1300, Tysons Corner, VA 22182; and

MARCUS J. WHITFIELD, an individual residing at 3412 Foxhall Crescent NW, Washington, DC 20007 ("Employee").

WHEREAS, the Company desires to employ Employee as Vice President of Engineering, and Employee desires to accept such employment, upon the terms and conditions set forth herein.

ARTICLE 1. EMPLOYMENT AND DUTIES

1.1 Position. The Company hereby employs Employee as Vice President of Engineering, reporting directly to the Chief Technology Officer.

1.2 Duties. Employee shall perform such duties and responsibilities as are customary for the position, including: (a) leading all software engineering teams across three (3) product lines; (b) overseeing the technical architecture and development roadmap; (c) managing a direct team of approximately forty-five (45) engineers; (d) collaborating with product management and executive leadership on strategic initiatives; and (e) such other duties as may be reasonably assigned.

1.3 Full-Time Employment. Employee shall devote substantially all of his business time, attention, and energies to the performance of his duties hereunder. Employee shall not, without the prior written consent of the Company, engage in any other business activity that conflicts with his duties or obligations under this Agreement.

1.4 Place of Performance. Employee's primary place of work shall be the Company's offices in Tysons Corner, Virginia, with the flexibility to work remotely up to two (2) days per week. Employee acknowledges that travel of up to twenty percent (20%) may be required.

ARTICLE 2. PAYMENT TERMS AND COMPENSATION

2.1 Base Salary. The Company shall pay Employee an annual base salary of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00), payable in accordance with the Company's standard payroll practices (currently bi-weekly).

2.2 Annual Bonus. Employee shall be eligible for an annual performance bonus of up to forty percent (40%) of Base Salary (target: \$130,000.00), based on the achievement of individual and company performance objectives as determined by the Board of Directors.

2.3 Equity Grant. Subject to Board approval, Employee shall receive: (a) an initial grant of 50,000 shares of restricted stock units ("RSUs") vesting over four (4) years with a one-year cliff (25% vesting at the first anniversary, then 6.25% quarterly thereafter); and (b) eligibility for annual refresh equity grants based on performance.

2.4 Signing Bonus. The Company shall pay Employee a one-time signing bonus of Seventy-Five Thousand Dollars (\$75,000.00), payable within thirty (30) days of the Effective Date. If Employee voluntarily resigns or is terminated for Cause within the first twelve (12) months of employment, Employee shall repay the full signing bonus. If such event occurs between twelve (12) and twenty-four

(24) months, Employee shall repay fifty percent (50%) of the signing bonus.

2.5 Benefits. Employee shall be entitled to participate in all benefit plans generally available to similarly situated employees, including health insurance (medical, dental, vision), 401(k) with 6% Company match, life insurance, disability insurance, and twenty-five (25) days of paid time off per year.

ARTICLE 3. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

3.1 Confidential Information. Employee acknowledges that during the course of employment, Employee will have access to and become acquainted with Confidential Information. "Confidential Information" includes all non-public information relating to the Company's business, including trade secrets, algorithms, source code, product designs, customer lists, financial data, business strategies, and any other information designated as confidential.

3.2 Non-Disclosure. Employee agrees that during the term of employment and for a period of five (5) years following termination, Employee shall not, directly or indirectly, disclose, publish, or use any Confidential Information for any purpose other than in furtherance of Employee's duties.

3.3 Work Product. All inventions, discoveries, designs, developments, improvements, works of authorship, and other work product created by Employee during the course of employment, or using Company resources, shall be the sole and exclusive property of the Company. Employee hereby assigns to the Company all right, title, and interest in and to such work product.

3.4 Prior Inventions. Employee has disclosed on Exhibit A attached hereto all inventions, if any, owned by Employee as of the Effective Date that relate to the Company's business. These are excluded from the assignment in Section 3.3.

ARTICLE 4. RESTRICTIVE COVENANTS

4.1 Non-Competition. During the term of employment and for a period of twelve (12) months following the date of termination (the "Restricted Period"), Employee shall not, directly or indirectly, engage in, own, manage, operate, control, or participate in any business that competes with the Company's business within the United States.

4.2 Non-Solicitation of Employees. During the Restricted Period, Employee shall not, directly or indirectly, solicit, recruit, or hire, or attempt to solicit, recruit, or hire, any employee of the Company or any person who was an employee of the Company within the six (6) months preceding the solicitation.

4.3 Non-Solicitation of Customers. During the Restricted Period, Employee shall not, directly or indirectly, solicit or attempt to solicit the business of any customer or prospective customer of the Company with whom Employee had material contact during the last twelve (12) months of employment.

4.4 Reasonableness. Employee acknowledges that the restrictions contained in this Article 4 are reasonable and necessary to protect the legitimate business interests of the Company.

ARTICLE 5. TERMINATION

5.1 At-Will Employment. Notwithstanding anything to the contrary, Employee's employment is at-will and may be terminated by either party at any time, with or without cause, upon thirty (30) days' written notice.

5.2 Termination for Cause. The Company may terminate Employee's employment immediately for

"Cause," which includes: (a) material breach of this Agreement; (b) conviction of a felony or crime of moral turpitude; (c) willful misconduct or gross negligence in the performance of duties; (d) fraud, embezzlement, or dishonesty; (e) material violation of Company policies; or (f) continued failure to perform duties after written notice and a thirty (30) day cure period.

5.3 Termination Without Cause. If the Company terminates Employee's employment without Cause, Employee shall be entitled to: (a) twelve (12) months of continued Base Salary; (b) a pro-rata portion of the annual bonus for the year of termination; (c) acceleration of RSUs that would have vested within the next twelve (12) months; and (d) twelve (12) months of continued health insurance coverage at the Company's expense (the "Severance Package"), subject to Employee executing a general release of claims.

5.4 Resignation for Good Reason. Employee may resign for "Good Reason" upon thirty (30) days' written notice if: (a) there is a material reduction in Employee's Base Salary, title, or duties; (b) the Company relocates Employee's primary workplace by more than fifty (50) miles; or (c) the Company materially breaches this Agreement. Resignation for Good Reason shall entitle Employee to the Severance Package.

5.5 Death or Disability. In the event of Employee's death or Total Disability (inability to perform essential functions for ninety (90) consecutive days), this Agreement shall terminate, and the Company shall pay accrued but unpaid compensation and a pro-rata bonus.

ARTICLE 6. INDEMNIFICATION

The Company shall indemnify and hold harmless Employee from and against any and all losses, claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to Employee's good-faith performance of duties on behalf of the Company, to the fullest extent permitted by Virginia law and the Company's Certificate of Incorporation and Bylaws. The Company shall maintain directors' and officers' liability insurance coverage with limits of not less than Five Million Dollars (\$5,000,000.00) during Employee's employment and for a period of six (6) years thereafter.

ARTICLE 7. GOVERNING LAW AND JURISDICTION

7.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions.

7.2 Jurisdiction. Any action arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Fairfax County, Virginia.

7.3 Arbitration. Any dispute arising under this Agreement (other than disputes regarding the enforcement of the restrictive covenants in Article 4) shall be submitted to binding arbitration in Fairfax County, Virginia, administered by JAMS under its Employment Arbitration Rules.

ARTICLE 8. GENERAL PROVISIONS

8.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements.

8.2 Amendments. This Agreement may not be modified except by a written instrument signed by both parties.

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

8.4 Notices. All notices shall be in writing and delivered personally, by certified mail, or by overnight courier to the addresses set forth herein.

8.5 Section 409A Compliance. This Agreement is intended to comply with Section 409A of the Internal Revenue Code and shall be interpreted accordingly. Any payments subject to Section 409A that are payable upon termination of employment shall be paid only upon a "separation from service" as defined under Section 409A.

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

NOVATECH SOLUTIONS INC.

By: _____
Name: Dr. Anita Krishnamurthy
Title: Chief Technology Officer
Date: _____

EMPLOYEE

By: _____
Name: Marcus J. Whitfield
Title: Individual
Date: _____