



### **Employment Services Agreement**

This Employment Services Agreement ("Agreement") is made and effective on 08-May- 2023, by and between Northrop Grumman Corporation (Company) and Susan Krieger

In consideration of the mutual promises contained herein, the parties agree as follows:

- **Definitions.** As used here in the following terms shall have the meanings set forth below:

A. "Services" shall mean the Remote Software Engineer at Northrop Grumman Corporation.

- **Appointment.** Company hereby appoints Employee as its Remote Software engineer position. Expectations of Employee are listed below:
  - Represent Northrop Grumman Corporation professionally at all times.
  - Keep a clean and professional appearance at all times.
  - Maintain a good rapport with ordering providers and remote staffs.
  - Arrive punctually and depart at assigned time from work.
  - Maintain an accurate time log to be turned in at specified intervals.
  - Provide contact at Northrop Grumman Corporation with ample notice when time off is needed.
  - Notify Northrop Grumman Corporation contact as soon as possible when unable to report to work due to illness, death in family or other emergency.

- **General Duties.**

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Daily Responsibilities:

- \* Produce clean, efficient code based on specifications.
- \* Integrate software components and third-party programs
- \* Recommend and execute improvements
- \* Verify and deploy programs and systems
- \* Entering and updating information into relevant databases.
- \* Ensuring data is backed up.
- \* Troubleshoot, debug and upgrade existing software.
- \* Gather and evaluate user feedback.
- \* Handling additional duties from time to time



**4 .Conflict of Interest.** Employee attests to Company that it does not currently represent or promote any lines or services that compete with the Services. During the term of this Agreement, Employee shall not represent, promote or otherwise try to sell or compete with the Services covered by this Agreement. Employee agrees to only perform those duties specified and will not practice outside their scope of duties when working for Company during hours logged on time record.

- **Indemnification by Employee.** Employee shall indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasance acts of Employee, its employees or its agents.
- **Indemnification by Company.** Company shall indemnify and hold Employee free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of defects in the Services caused by Company or failure of Company to provide any services to a customer that has properly ordered through Employee.
- **Compensation and Benefits.** As sole compensation for Employee's services to Company, Employee shall be paid at a base rate of \$125.00 per hour bi-weekly intervals and \$135,000 annually.
- **Term and Termination.**

Term. The term of this Agreement shall commence on the Effective Date and shall end when either Party terminates Employee's employment (the "Term"). Employee is being employed at will and for no guaranteed period of time, and either Employee or Northrop Grumman Corporation may terminate Employee's employment at any time with or without cause or notice. This Agreement shall be deemed terminated upon the voluntary or involuntary termination of Employee's employment with Northrop Grumman Corporation, upon the death of the Employee or upon Employee's inability to perform the essential functions of his position.

Return of Materials. All of Company's trademarks, trade names, patents, copyrights, designs, drawings, formulas or other data, photographs, demonstrators, literature, and sales aids of every kind shall remain the property of Company. Within 10 days after the termination of this Agreement, Employee shall return all such items to company at Employee's expense. Employee shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of this Agreement, Employee shall cease to use all trademarks, marks and trade name of Company



- **Limitation of Liability.** Upon termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of the termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of Company or Employee. Company's sole liability under the terms of this Agreement shall be for any unpaid compensation.
- **Confidentiality.** Employee acknowledges that by reason of its relationship to Company hereunder it will have access to certain information and materials concerning Company's business plans, customers, technology, and services that is confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. Employee agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by

Company. Employee shall not publish any technical description of the Services beyond the description published by Company. In the event of termination of this Agreement, there shall be no use or disclosure by Employee of any confidential information of Company, and Employee shall not manufacture or have manufactured any devices, components or assemblies utilizing Company's patents, inventions, copyrights, know-how or trade secrets.

- **Notices.** Any notices required or permitted by this Agreement shall be deemed given if sent by certified mail, postage prepaid, return receipt requested or by recognized overnight delivery service such as FedEx:

**If to Company:**

Northrop Grumman Corporation

2980 Fairview Park Drive Falls Church, VA 22042 USA

**If to Employee:**

**Susan Krieger .**



- **No Waiver.** The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.
- **Entirety of Agreement.** The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

- **Governing Law.** This Agreement shall be construed and enforced according to the laws of the United States and any dispute under this Agreement must be brought in this venue and no other.
- **Headings in this Agreement.** The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.
- **Severability.** If any term of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**Previous Agreements.** This agreement supersedes any previous agreements between the parties and it is understood that this agreement will not be renegotiated.



**IN WITNESS WHERE OF** the Parties have executed this Agreement on the date first written above.

**COMPANY:**

Northrop Grumman corporation

**EMPLOYEE:**

Susan Krieger

**Name (Please Print)**

Wayne Mitchell

**Job Title**

Software Engineer

Employee signature :

Wayne Mitchell

**Name (please print)**

Susan Krieger

Date : 5/6/2023

HR Manager Signature :

A handwritten signature in blue ink, appearing to read "Susan", with a long horizontal flourish extending to the right.