

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into as of January 15, 2026, by and between TechSolutions Consulting, Inc., a Delaware corporation with its principal place of business at 123 Innovation Drive, San Francisco, CA 94102 ("Company"), and Sarah Mitchell ("Employee").

1. POSITION AND DUTIES

The Company hereby employs Employee as Senior Software Engineer. Employee shall report to the Chief Technology Officer and shall perform such duties as are customarily associated with such position, including but not limited to:

- Design and develop software applications
- Code review and mentorship of junior developers
- Participate in architectural decisions
- Collaborate with product management and design teams

2. TERM

This Agreement shall commence on February 1, 2026, and shall continue until terminated by either party in accordance with Section 6 below.

3. COMPENSATION

3.1 Base Salary: Employee shall receive an annual base salary of \$165,000, payable in accordance with the Company's standard payroll practices.

3.2 Benefits: Employee shall be eligible to participate in all employee benefit plans maintained by the Company, subject to the terms and conditions of such plans.

3.3 Stock Options: Employee shall be granted options to purchase 10,000 shares of Company common stock, subject to the Company's standard vesting schedule (25% after one year, then monthly vesting over 36 months).

4. CONFIDENTIALITY

Employee acknowledges that during employment, Employee will have access to Confidential Information of the Company. Employee agrees to maintain the confidentiality of all such information both during and after employment.

5. INTELLECTUAL PROPERTY

All inventions, discoveries, designs, developments, improvements, copyrightable materials, and trade secrets ("Intellectual Property") conceived, developed, or reduced to practice by Employee during employment shall be the sole property of the Company.

6. TERMINATION

6.1 At-Will Employment: Employment is at-will and may be terminated by either party at any time, with or without cause, upon two weeks' written notice.

6.2 Severance: In the event of termination without cause by the Company, Employee shall be entitled to severance pay equal to three months of base salary.

7. NON-COMPETE

During employment and for a period of twelve (12) months following termination, Employee shall not engage in any business that directly competes with the Company within a 50-mile radius of any Company office.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles.

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

TECHSOLUTIONS CONSULTING, INC.

By: _____

Robert Chen, CEO

Date: January 15, 2026

EMPLOYEE

Sarah Mitchell

Date: January 15, 2026