

## ***EMPLOYMENT CONTRACT***

This Employment Contract (this "Contract") is made effective as of September 23, 2022, by and between Siwec Consulting LLC of 13708 Winding Oak Cir Apt 102, Centreville, Virginia, 20121 and

\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_.

A. Siwec Consulting LLC is engaged in the business of software, cloud, and data engineering.  
\_\_\_\_\_ will primarily perform the job duties at the following location: Remote,  
\_\_\_\_\_, \_\_\_\_\_.

B. Siwec Consulting LLC desires to have the services of \_\_\_\_\_.

C. \_\_\_\_\_ is an at will employee of Siwec Consulting LLC. Either party is able to terminate the employment agreement at any time.

Therefore, the parties agree as follows:

**1. EMPLOYMENT.** Siwec Consulting LLC shall employ \_\_\_\_\_ as a(n) Engineer.  
\_\_\_\_\_ shall provide to Siwec Consulting LLC duties as needed. \_\_\_\_\_ accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of Siwec Consulting LLC and Siwec Consulting LLC's supervisory personnel.

**2. BEST EFFORTS OF EMPLOYEE.** \_\_\_\_\_ agrees to perform faithfully, industriously, and to the best of \_\_\_\_\_'s ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Contract, to the reasonable satisfaction of Siwec Consulting LLC. Such duties shall be provided at such place(s) as the needs, business, or opportunities of Siwec Consulting LLC may require from time to time.

**3. RECOMMENDATIONS FOR IMPROVING OPERATIONS.** \_\_\_\_\_ shall provide Siwec Consulting LLC with all information, suggestions, and recommendations regarding Siwec Consulting LLC's business, of which \_\_\_\_\_ has knowledge, that will be of benefit to Siwec Consulting LLC.

**4. CONFIDENTIALITY.** \_\_\_\_\_ recognizes that Siwec Consulting LLC has and will have information regarding the following:

- inventions
- products
- product design
- processes
- technical matters
- trade secrets
- copyrights
- customer lists
- prices
- costs
- discounts
- business affairs
- future plans
- All proprietary knowledge obtained after employment is accepted.

and other vital information items (collectively, "Information") which are valuable, special and unique assets of Siwiec Consulting LLC. \_\_\_\_\_ agrees that \_\_\_\_\_ will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party without the prior written consent of Siwiec Consulting LLC. \_\_\_\_\_ will protect the Information and treat it as strictly confidential. A violation by \_\_\_\_\_ of this paragraph shall be a material violation of this Contract and will justify legal and/or equitable relief.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

**5. UNAUTHORIZED DISCLOSURE OF INFORMATION.** If it appears that \_\_\_\_\_ has disclosed (or has threatened to disclose) Information in violation of this Contract, Siwiec Consulting LLC shall be entitled to an injunction to restrain \_\_\_\_\_ from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Siwiec Consulting LLC shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**6. CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT.** The confidentiality provisions of this Contract shall remain in full force and effect for a period of 1 after the voluntary or involuntary termination of \_\_\_\_\_'s employment. During such period, neither party shall make or permit the making of any public announcement or statement of any kind that \_\_\_\_\_ was formerly employed by or connected with Siwiec Consulting LLC.

**7. NON-COMPETE AGREEMENT.** \_\_\_\_\_ recognizes that the various items of Information are special and unique assets of the company and need to be protected from improper disclosure. In consideration of the disclosure of the Information to \_\_\_\_\_, \_\_\_\_\_ agrees and covenants that during his or her employment by Siwiec Consulting LLC and for a period of 1 following the termination of \_\_\_\_\_'s employment, whether such termination is voluntary or involuntary, \_\_\_\_\_ will not directly or indirectly engage in any business competitive with Siwiec Consulting LLC.

Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of Siwiec Consulting LLC for the benefit of a third party that is engaged in such business.

\_\_\_\_\_ agrees that this non-compete provision will not adversely affect \_\_\_\_\_'s livelihood.

**8. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER.** \_\_\_\_\_ shall not have the right to make any contracts or commitments for or on behalf of Siwiec Consulting LLC without first obtaining the express written consent of Siwiec Consulting LLC.

**9. TERM/TERMINATION.** \_\_\_\_\_'s employment under this Contract shall be for an unspecified term on an "at will" basis. This Contract may be terminated by Siwiec Consulting LLC upon 14 days written notice, and by \_\_\_\_\_ upon 14 days written notice. If \_\_\_\_\_ is in violation of this Contract, Siwiec Consulting LLC may terminate employment without notice and with compensation to \_\_\_\_\_ only to the date of such termination. The compensation paid under this Contract shall be \_\_\_\_\_'s exclusive remedy.

**10. COMPLIANCE WITH EMPLOYER'S RULES.** \_\_\_\_\_ agrees to comply with all of the rules and regulations of Siwiec Consulting LLC.

**11. RETURN OF PROPERTY.** Upon termination of this Contract, \_\_\_\_\_ shall deliver to Siwec Consulting LLC all property which is Siwec Consulting LLC's property or related to Siwec Consulting LLC's business (including keys, records, notes, data, memoranda, models, and equipment) that is in \_\_\_\_\_'s possession or under \_\_\_\_\_'s control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by \_\_\_\_\_.

**12. NOTICES.** All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

Employer:

Siwec Consulting LLC  
Adam Siwec  
CEO  
13708 Winding Oak Cir Apt 102  
Centreville, Virginia 20121

Employee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

**13. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

**14. AMENDMENT.** This Contract may be modified or amended, if the amendment is made in writing and is signed by both parties.

**15. SEVERABILITY.** If any provisions of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**16. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**17. APPLICABLE LAW.** This Contract shall be governed by the laws of the Commonwealth of Virginia.

**18. SIGNATORIES.** This Contract shall be signed by Adam Siwec, CEO on behalf of Siwec Consulting LLC and by \_\_\_\_\_ in an individual capacity. This Contract is effective as of the date first above written.

By: \_\_\_\_\_  
Adam Siwec, CEO  
Siwec Consulting LLC

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

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

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