

# EMPLOYMENT CONTRACT

**THIS AGREEMENT** is made and entered into on 9/10/2024 by and between Invictus Security INC (hereafter referred to as the "Employer") and **Aaron Quin Snyder** (hereafter referred to as the "Employee").

**WHEREAS**, the Employer desires to obtain the benefit of the services of the Employee, and the Employee desires to render such services on the terms and conditions set forth herein; and

**WHEREAS**, the parties wish to enter into this Agreement and memorialize within this instrument the terms and conditions of employment contemplated by the parties;

**THEREFORE**, in consideration of the mutual promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

## EMPLOYMENT

Invictus Security INC, operating at 5261 Pine Island RD NW unit 101, Bokeelia, Florida 33922, does hereby employ **Aaron Quin Snyder** in the position of Engineering.

The employee hereby agrees to serve in such capacity, beginning on 9/30/2024 and ending at such date and time as the Employee's contract may be terminated in accordance with the Termination of Agreement clause set forth below.

## PERFORMANCE OF DUTIES

Aaron Quin Snyder, the Employee, hereby agrees to dedicate their full attention and working hours to the diligent performance of duties and the business affairs of the Employer, following the direction of the Immediate Supervisor. The Employee commits to compliance with all Employer policies, procedures, rules, and regulations, whether written or oral. While the Employer does not intend to assign duties beyond the typical scope associated with the position, they reserve the right to modify the Employee's role and responsibilities through reorganization or promotion. Any associated changes in the Employee's pay scale due to increased responsibilities or promotion are solely at the discretion of the Employer.

## COMPENSATION AND BENEFITS

In accordance with the terms and conditions of this Agreement, and throughout the Employee's period of employment, compensation for his/her services will be as follows:

Employee shall receive a payment amount of \$125,000/yr base, to be paid in equal annual pay-periods, with annual evaluations and/or rate increases and potential bonuses as deemed appropriate; said amount to be determined in the sole discretion of the Employer.

**\*See below for added addendum**

Paychecks will be issued weekly on every Monday.

The Employee shall be entitled to 15 days of pto annum., with adequate written notice.

Employee will be entitled to other similar benefits of employees of similar rank and positions.

### **PROBATION PERIOD**

It is understood and agreed that the first 90 days of employment shall constitute a probationary period during which period the Employer may, in its absolute discretion, terminate the Employee's employment, for any reason without notice or cause.

### **DISABILITY**

Subject to the provisions stipulated within "AMENDMENT AND/OR CANCELLATION OF AGREEMENT," should the Employee's employment be terminated by reason of his/her disability (as expressed below), the Employee will continue to receive his/her regular annual salary and benefits set forth above in "COMPENSATION & BENEFITS" to the end of the 2 full calendar months in connection with said disability, and which is not to exceed beyond the Employment Period. For intended purpose of this Agreement, "disability" is defined as a physical or mental impairment which would render the Employee incapable of performing his/her duties and responsibilities as determined by an independent physician provided and paid for by the Employer.

### **CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE**

During the course of his/her employment, the Employee will encounter Confidential Information belonging to the Employer and therefore it is of critical importance for the Employee to understand that said Confidential Information should not be disclosed to third parties under any circumstances except as allowed by the terms of this Agreement. Thus, in order to protect the privacy of the Employer, and to protect the Employer from the negligent or malicious actions of the Employee during the course of employment and thereafter, the Employee hereby agrees not to divulge, release, or remove for his/her use (or that of any other individual or company) any documentation, information, or knowledge pertaining to the operation or business of the Employer or any of its subsidiaries or affiliates. For a period of minimum of 2 years after termination and/or departure from the company.

Furthermore, the Employer and Employee agree as follows:

- Confidential Information includes, but not limited to: Copyrighted material, Trade secrets, Products, Products designs, Processes, Prices, Costs,

- Confidential Information excludes that which is public knowledge.
- Employee shall not copy or modify any Confidential Information without prior written consent of the Employer.
- Employee shall, upon termination of employment (whether voluntary or involuntary), immediately return to the Employer any and all written documents and/or materials of a confidential nature.

#### ***Unauthorized Disclosure***

Should the Employee, during or after termination of employment, disclose or threaten to disclose any information of a confidential nature, the Employee shall be deemed in violation of this Agreement, and the Employer shall be entitled to obtain an injunction to restrain the Employee from disclosing or further disclosing, in whole or in part, any Confidential Information. The Employer shall also be entitled to pursue other legal remedies, as may be deemed appropriate, for any loss and/or damages incurred as a result of any unauthorized disclosure made by the Employee during or after termination of employment.

### **REMEDIES**

Should the Employee, at any time, violate any of the covenants or agreements set forth in "CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE," the Employer has the right to immediately terminate the Employee's employment and cease all further payments under this Agreement. The Employee acknowledges the potential for permanent and irreversible damage to the Employer due to such violation, and, therefore, agrees that the Employer is entitled to pursue any legal remedy or injunction deemed appropriate by the Employer or a court of competent jurisdiction in response to an actual or threatened breach of this Agreement.

### **AMENDMENT OF AGREEMENT**

Any Amendment to this Agreement must be mutually agreed upon in writing by both parties (the Employer and Employee), and executed with the same degree of formality as this Agreement. Any amendment must also contain a start date for the amendment to the original Employment Contract.

### **TERMINATION OF AGREEMENT**

The Employment Period may be terminated at the time when any of the following conditions occur:

- Date at "at-will" termination by either Employee or Employer;
- Upon the Employee's death;

- For Cause, which shall include, but not limited to, Employee's gross misconduct, material damage to the Employer, or Employee's willful breach of this Agreement;

## **NOTICES**

Any notice required or allowable, made in accordance with this Agreement, must be made in writing and sent by registered mail to the Employee at his/her home address or to the Employer at its principal headquarters, whichever the case may be.

## **APPROVED EXPENSE REIMBURSEMENT**

Employer shall reimburse the Employee, in accordance with Employer's policy, for any reasonable out of pockets expenses, including professional dues, travel, meals, postage, authorized by the Employer.

## **RETURN OF EMPLOYER PROPERTY**

At the end of the Employee's contract or upon termination of employment, whether voluntary or involuntary, the Employee shall immediately return to the Employer any and all company property including, but not limited to the following:

- Key or Key Card (s) granting access to the building and/or offices or areas located within the building/office;
- Computer; Test Equipment: Any and all devices purchased by ISI for the employee use`
- Business Cards;
- Company Credit Cards;
- Employer related documents and/or materials;

## **NON-ASSIGNMENT**

Any interest pertaining to the Employee under the Agreement are not subject to any claims of his/her creditors and may not be voluntarily or involuntarily assigned, alienated or encumbered.

## **OWNERSHIP OF SOCIAL MEDIA CONTACTS**

The Employer has sole ownership over any social media contacts, acquired before and/or throughout the Employee's term of employment, including, but not limited to "followers" or "friends" which may be or have been acquired through such accounts as email addresses, blogs, Twitter, Facebook, YouTube or any other social media network that has been used or created on behalf of the Employer.

## **OWNERSHIP OF INTELLECTUAL PROPERTY**

Throughout the Employee's term of employment with the Employer, whether engaged in normal duties or specifically assigned tasks, the Employee shall promptly notify the Employer if they create intellectual property, including copyrighted works. The Employee acknowledges that all such intellectual property, copyrights, and related rights are the exclusive ownership of the Employer. The Employee hereby waives, unconditionally and irrevocably any moral or similar rights worldwide regarding copyrighted works created during employment, extending to acts of the Employer, its successors, assigns, licensees, and authorized third parties.

## **SUCCESSORS**

The contents of this Agreement shall be legally binding upon the Employer, and its successors or assigns by any individual or company acquiring, whether by sale or merger or otherwise, all or substantially all of the Employer's assets and business.

## **INDEPENDENT LEGAL ADVICE**

The Employee acknowledges that the Employer has provided the Employee with a reasonable opportunity to obtain independent legal advice with respect to this Agreement, and that either:

- (a) The Employee has had such independent legal advice prior to executing this Agreement, or;
- (b) The Employee has willingly chosen not to obtain such advice and to executed this Agreement without having obtained such advice.

## **ENTIRE AGREEMENT**

This Agreement contains the complete and entire agreement between the parties, and there are no other promises or conditions, oral or written, outside of what is contained in this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

## **SEVERABILITY**

Should any provision contained in this Agreement be deemed invalid or unenforceable, in part or in whole, such invalidity or unenforceability will attach only to that particular provision or part of this Agreement while the remaining aspects of said provision and all other provisions of this Agreement shall remain in full force and effect.

## **APPLICABLE LAW**

The provisions of the Agreement shall be interpreted in accordance with the current laws of the state of Florida.

## **COPY OF AGREEMENT**

The Employee acknowledges receipt of a copy of this Agreement signed by both the Employee and the Employer.

***IN WITNESS WHEREOF***, the Employer has caused this Agreement to be executed by its duly authorized officers and the Employee has set his hand as of 9/10/2024.

**Added Addendum:**

\$125k per year base compensation

Increase to \$135k salary at prototype release (1 base and camera working min) target is 6 months

Increase to \$145k when product goes into full production (target 1 yr)

90-day probation period

W2 employee

Health insurance, dental and vision covered (PPO)

IRA offered company match 3%

Company phone (android or apple as requested for company use and testing)

Company rugged tablet (android based for testing can be used for personal use)

All hardware, software required will be paid for by ISI. Will remain property of ISI

Any required travel will be covered by ISI in full

15 days pto plus all federal holidays paid

Signed\_\_\_\_\_

Signed\_\_\_\_\_

Aaron Quinn Snyder

Employee

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

Sean White

President

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