

TECHPILLARS, INC

ADDENDUM TO EMPLOYMENT AGREEMENT

This Addendum to Employment Agreement (“Agreement”) is made and entered into this _____ day of _____ (“Effective Date”) between TECHPILLARS, located at 6, Concourse Parkway, #2950, Atlanta, Georgia 30328 (the “Company”), and _____, residing at _____, (“Employee”), collectively, the “parties”.

RECITALS

WHEREAS, the Company and Employee are parties to an employment agreement, a copy which is annexed hereto as Exhibit A (the “Employment Agreement”);

WHEREAS, the Company agrees to sponsor Employee’s Green Card on the condition that Employee will work for the Company based upon the terms and conditions set forth herein;

WHEREAS, Employee agrees to work for the Company based upon the terms and conditions set forth herein and shall not accept any other employment without the written consent of the Company for a period of twelve (12) months after Employee’s I-140 is approved by the U.S. Citizenship and Immigration Services (“USCIS”); and

WHEREAS, Employee agrees that Employee shall report as directed by Company to any and all assignments in the USA promptly as per the Foreign Labor Certification and shall be liable for damages as contained herein if Employee fails to do so.

NOW, THEREFORE, in consideration of the mutual premises and agreements contained in this Agreement, and intending to be legally bound thereby, the Company and Employee hereby agree as follows:

1. Recitals. The Recitals are incorporated into, and made a part of, this Agreement as if set forth fully herein.

2. Term. Employee shall be employed by and provide services to the Company from the Effective Date of this Agreement through the twelve (12) month period following the Employee’s I-140 approval by the USCIS (the “Term”).

3. Remedies. In the event that Employee terminates Employee’s employment with the Company prior to the end of the Term, the Employee shall be liable to the Company for liquidated damages in the amount of _____ which represents a fair and just allocation of lost profits that cannot be calculated with mathematical certainty, and which amount shall be paid to the Company within seven (7) days of such termination of this Agreement. The foregoing is in addition to other relief which may be available to the Company in the event of any breaches related to non-competition, non-solicitation, confidentiality and other Employee obligations contained in the Employment Agreement.

4. Attorneys' Fees and Costs. Employee agrees that if Employee is held by any court of competent jurisdiction to be in violation, breach or non-performance of any of the terms of this Agreement, then Employee shall pay all costs of such action or suit, including reasonable attorneys' fees, of the Company.

5. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force.

6. Waiver of Breach. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege.

7. Governing Law and Jurisdiction. This Agreement will be governed, construed and enforced by the laws of the State of Florida, without regard to its conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against either of the Parties in the courts of the State of Florida, Hillsborough County, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Florida in Tampa, and each of the Parties consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

8. Ambiguities. This Agreement was the subject of review by both parties, with full opportunity to consult counsel. Accordingly, unless otherwise stated herein, any ambiguities herein shall not be interpreted against the interest of the party that drafted the Agreement or the alleged ambiguous provision.

9. Entire Agreement. This Agreement contains the entire understanding between the Employee and Company, and supersedes, replaces and takes precedence over any prior understanding or oral or written agreement between the Employee and Company respecting the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between the Employee and Company hereto relating to the subject matter of this Agreement which are not fully expressed herein. No modification, amendment or waiver shall be binding without the prior written consent of the Employee and Company. Each party represents that it has full power and authority to enter into this Agreement and perform its obligations hereunder.

10. Confidentiality. Employee agrees to keep the terms of this Agreement confidential and not disclose the same to any third parties other than Employee's accountants, attorneys and family members, except as required by law or as necessary to bring or defend against a claim for enforcement of the terms hereof. The provisions of this section shall survive termination of this Agreement.

11. Headings. All headings set forth in this Agreement are intended for convenience only and shall not control or affect the meaning, construction or effect of this Agreement.

IN WITNESS HEREOF, the parties hereto have set their hands and seals the day and year
aforementioned.

TECHPILLARS, INC

Employee Signature

Employee Name

Social Security Number

Dated: _____

By: _____

Jennifer Candiano
Human Resources Manager

Dated: _____