**EMPLOYMENT AGREEMENT**

This EMPLOYMENT AGREEMENT (“Agreement”) is effective this 1st\_ day of April, 2018, by and between TECH PILLARS, INC., located at Six Concourse Parkway, Suite 2950, Atlanta, Georgia 30328 (the “Company”), and Mr. Ravichand Dhammalapati, residing at 500 North Metro Blvd, Apt # 1134, Chandler, AZ 85226 (“Employee”) (collectively, the “Parties”).

WHEREAS, the Company provides software and consulting services;

WHEREAS, the Employee desires to provide consulting services to the Company; and

WHEREAS, the Company desires to employ the Employee only upon the terms and conditions set forth herein, and the Employee agrees to accept such employment.

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:

**ARTICLE 1**

**Engagement**

The Employee represents that the Employee is not in any way restricted from entering into this Agreement, including by prior or existing agreement with any other person or entity, and hereby agrees to indemnify, defend (including paying the Company reasonable attorney’s fees, and any and all other foreseeable costs) and hold the Company harmless with respect to all claims and suits as a result of any such prior or existing agreement. The Company hereby retains the Employee to provide computer consulting services for clients, vendors or end-clients (collectively referred to as “Clients”). The Employee agrees to the best of the Employee’s ability to perform and render such services including, but not limited to, providing software consulting services for Clients. The Employee shall devote all of the Employee’s working time to such services and duties. The Employee shall discharge the Employee’s responsibilities pursuant to this Agreement competently, carefully and faithfully. In performance of the Employee’s duties, the Employee shall comply with any and all of the Company’s policies, rules, procedures, as well as all applicable local, state and federal laws, rules, regulations, statutes, ordinances and other provisions of law, and shall maintain a standard of professional conduct that is acceptable to the Company. The Employee agrees to participate in telephone conferences with Company representatives and provide status reports, progress reports and timesheets to the Company on a periodic basis as required by the Company.

**ARTICLE 2**

**Term**

2.01 Initial Term. The initial term of this Agreement shall be for twelve (12) months commencing on the date the Employee reports to work for the Company (the “Commencement Date”) and expiring twelve (12) months after the Commencement Date (the “Termination Date”) subject, however, to earlier termination as hereinafter provided. Employee agrees that if an assignment or project extends or is ongoing after the Termination Date or the Employee is scheduled to start an assignment or project after the Termination Date, the term of this Agreement shall be automatically extended until the completion of the assignment or project (the “Term Date”).

2.02 Damages for Breach of Term Provision. The Employee acknowledges the time, efforts and resources the Company has and agrees to expend in employing Employee. Employee understands that the Company is depending on the Employee to work on Company projects with Clients and that the Company will suffer damages if Employee terminates the employment prior to the Term Date or Termination Date. Employee acknowledges the time, effort and resources that the Company expended in recruiting Employee and the time Company will expend in marketing Employee, and the damage that will result to the Company’s business in the event that Employee fails to appear for Employee’s employment, report to a Company designated assignment or project, or complete the term of this Agreement. Accordingly, in the event that Employee fails to appear for employment, report to a Company designated assignment or project, or if Employee terminates Employee’s employment with the Company prior to the Term Date or Termination Date, in addition to any other obligation that Employee may have to the Company under this Agreement, Employee shall be liable to Company for liquidated damages in the amount of three thousand Five hundred dollars **($3,500.00)**, which amount represents a fair and just allocation of lost profits and damages for Employee not completing the term, that cannot be calculated with mathematical certainty, as incurred by the Company.

2.03 Termination. This Agreement may be terminated by the Company at any time with or without cause, and with no advance written notice to the Employee. Upon termination of this Agreement by the Company, the Company shall not be obligated to make payment of any compensation to the Employee other than earned but unpaid salary through the date of termination. Upon payment of such wages, the Company shall have no further obligation to Employee under this Agreement. The Employee may terminate this Agreement after the Termination Date or Term Date, whichever is later, by providing fifteen (15) days advance written notice to the Company.

**ARTICLE 3**

# Compensation

During the term of this Agreement and for the services rendered by Employee pursuant to this Agreement, the Company shall pay the Employee a salary of $78,100.00-$90,000.00 per annum, less deductions required by law. The wages shall be paid monthly or in accordance with the Company’s regular payroll practice as may exist from time to time. Employee shall present to the Company a verified timesheet as required by the Company. Employee shall have all hours worked approved by the Employee’s project manager.

**ARTICLE 4**

# Duties, Responsibilities and Outside Activities

The Employee agrees that, during the term of this Agreement, Employee shall not, directly or indirectly, own, operate, be employed by, be a director of, act as a consultant for, be associated with, be a partner of, or have a proprietary interest in, any enterprise, partnership, association, corporation, joint venture or other entity, which is competitive with the business of the Company, is in the business of computer consulting services, or is determined by the Company to be detrimental to the Company. Employee shall render such services as are assigned by the Company to or on behalf of the Company’s Clients. The Company shall have the right to determine the hours during which the Employee shall perform the Employee’s duties. The Employee acknowledges and agrees to work anywhere in the United States as assigned by the Company and agrees to reasonably cooperate in executing all documents and instructions with regard to obtaining such assignments. The Employee may not use the Company’s (or its Client’s) name, facilities, resources or equipment for purposes other than in connection with Employee’s obligations pursuant to this Agreement.

**ARTICLE 5**

# Non-Competition and Non-Solicitation

5.01 Non-Competition. The Employee agrees that during the term of this Agreement and for a period of six (6) months thereafter, the Employee shall not directly or indirectly, on behalf of any individual or entity, be employed or engaged by any Company Client, vendor, end-client, any entity introduced to the Employee by the Company, any entity involved in securing the Employee’s consulting position with the Client, or any entity to which the Employee provided services in accordance with Employee’s obligations under this Agreement without the prior written consent of the Company.

5.02 Non-Solicitation. The Employee agrees that during the term of this Agreement, except to provide services on behalf of the Company, and for a period of 6 months thereafter, the Employee shall not, directly or indirectly, solicit, accept, engage, divert or otherwise take away from the Company any business and/or consulting contracts, or contact any Company client, customer, vendor, end-client, supplier, employee, consultant, candidate or prospect for employment or engagement. Employee further agrees that during the Term of this Agreement and for a period of 6 months thereafter, Employee shall not, directly or indirectly, induce or attempt to influence any Company client, customer, vendor, end-client, supplier, employee, consultant, contractor, candidate or prospect of the Company to terminate his or her employment, contract or business relationship with the Company, or, directly or indirectly, solicit or divert from the Company any such individual.

5.03 Remedies and Damages. Employee agrees that the restrictions contained in Article 5 are necessary for the protection of the interests and goodwill of the Company, and are considered by the Employee to be reasonable for such purpose. Employee acknowledges and agrees that the enforcement of the covenants in this section will not prevent Employee from earning a livelihood or impose an undue hardship on the Employee. In the event of a breach of Articles 5.01 and/or 5.02, the Employee agrees that the Company will be irreparably harmed, entitling the Company to injunctive relief in addition to any monetary damages as allowed by law. Employee consents to the entry of an injunction in the event of a breach of this provision, prohibiting a continued breach.

**ARTICLE 6**

# Confidentiality

6.01 Information Concerning this Agreement. The Employee agrees that the Employee shall not disclose any of the terms or provisions of this Agreement to third parties without the prior written consent of the Company. In this regard, Employee shall not discuss with the Company Client the Employee’s compensation, benefits or any other terms and conditions of Employee’s employment with the Company.

6.02 Confidential and Proprietary Information. The Employee acknowledges that, in the course of the Employee’s service to the Company, the Employee has and/or will have access to and contact with Confidential Information. As used in this Agreement, the term “Confidential Information” means and includes any and all confidential and proprietary information concerning the business and affairs of the Company and its Clients including, but not limited to, computer software, computer programs and database technologies, systems, structures and architectures (and related processes, formulae, composition, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information), trade secrets, product specifications, design specifications, intellectual property, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions, ideas, techniques, concepts, research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, vendors, suppliers, market studies, business plans, projects, financial records, financial statements, financial projections and budgets, projected sales, capital spending budgets and plans, quality assurance, data and information concerning personnel, personnel training techniques and materials, and any operational information that may provide the Company and/or its Clients a competitive advantage, however documented, that has been or may hereafter be provided or shown to the Employee, or is otherwise obtained from review of documents or discussions, irrespective of the form of the communication, and also includes all notes, analyses, compilations, studies, summaries and other material prepared by the Employee containing or based, in whole or in part, on any information included in the foregoing. Employee understands that all such Confidential Information is owned by and belongs to the Company and/or its Clients. The Employee will not, directly or indirectly, disclose any Confidential Information to others or use such Confidential Information for any purpose unrelated to the business of the Company either during or after the termination of this Agreement. Employee understands that the failure to adhere to this Agreement may subject Employee to disciplinary action, up to an including, immediate termination of employment, as well as civil sanctions and/or criminal penalties. Employee shall return within twenty-four (24) hours of the Employee’s termination any and all Confidential Information in the Employee’s possession, custody or control.

6.03 Remedies. In the event of a breach of Articles 6.01 and/or 6.02, Employee agrees that the Company will be irreparably harmed entitling the Company to injunctive relief, in addition to any monetary damages, and Employee consents to the entry of an injunction prohibiting a continued breach.

**ARTICLE 7**

# Ownership of Intellectual Property

7.01 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to the Company and any entity Employee provides services for, directly or indirectly, under this Agreement (collectively referred in this Article as “Company”) and hold in trust for the sole right and benefit of the Company, and hereby assigns to the Company, or its designee, all of Employee’s right, title and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which Employee may solely or jointly conceive, develop or reduce to practice, or cause to be conceived, developed or reduced to practice during the employment by the Company that (A) relate at the time of conception or development to the actual or demonstrably proposed business or research and development activities of the Company, (B) result from or relate to any work performed for the Company, whether or not during business hours, or (C) are developed through the use of Confidential Information, hereinafter referred to as “Inventions.” Employee further acknowledges that all Inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets which are made by Employee, solely or jointly with others, within the scope of and during the period of employment by the Company are “works made for hire” (to the greatest extent permitted by applicable law) and are compensated according to the Agreement, unless regulated otherwise by law.

7.02 Patent and Copyright Rights. Employee agrees to assist in every way the Company, or its designee, at the Company’s expense, to secure the Company’s rights in the Inventions and any copyrights thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which the Company shall deem necessary in order to apply for, obtain, maintain and transfer such rights and, in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights, or other intellectual property rights relating thereto. Employee further agrees that Employee’s obligation to execute or cause to be executed, when it is in Employee’s power to do so, any such instrument or papers shall continue after the termination of this Agreement until the expiration of the last such intellectual property right to expire in any country of the world. If the Company is unable because of Employee’s mental or physical incapacity, or unavailability for any reason, to secure Employee’s signature which is needed to apply for or to pursue any application for any United States or foreign patents or copyright registrations governing Inventions or original works of authorship assigned to the Company, Employee then hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Company’s agent and attorney in fact, to act for and on Employee’s behalf to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent or copyright registrations thereon with the same legal force and effect as if originally executed by Employee. Employee hereby waives and irrevocably quit claims to the Company any and all claims of any nature whatsoever, which Employee now or hereafter has, for infringement of any and all proprietary rights assigned to the Company.

**ARTICLE 8**

# Miscellaneous

8.01 Governing Law / Personal 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.

8.02 Non-Assignability of Agreement. This Agreement is personal to Employee, and the Employee shall not have the right to assign any of the Employee’s rights or delegate any of the Employee’s duties in this Agreement without the express written consent of the Company. Any non-consented to assignment or delegation, whether express or implied or by operation of law, shall be void and shall constitute a breach and a default by the Employee.

8.03 Non-Disparagement. Employee will not at any time, make or publish, or cause any other person to make or publish, any written or oral statement that is disparaging or reflects negatively upon the Company or its directors, officers, agents or employees, or that is or reasonably expected to be damaging to the reputation or business of the Company or any of its directors, officers, agents or employees.

8.04 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.

8.05 Attorneys’ Fees & Costs. The Employee agrees that if the 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 the Employee shall pay all costs of such action or suit, including reasonable attorneys’ fees, of the Company.

8.06 Waiver of Jury Trial. EACH PARTY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY ISSUE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE EMPLOYMENT RELATIONSHIP BETWEEN THE PARTIES INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR EMPLOYMENT DISCRIMINATION AND ANY FEDERAL ANTI-DISCRIMINATION LAWS.

8.07 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.

8.08 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 and effect. If any of the provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the Parties contemplate that the court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.

8.09 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.

8.10 Remedies. In the event of a breach of this Agreement, Employee understands and agrees that the Company will be irreparably harmed. In addition to other relief which may be available, the Company shall be entitled to injunctive and other extraordinary relief in order to enforce the Employee’s obligations under this Agreement. Employee agrees not to commence any lawsuit against the Company in connection with this Agreement without first notifying the Company in writing, specifying the nature and basis of the claim(s), and providing the Company with thirty (30) days from such notice to cure any such deficiencies.

8.11 Posting. Employee agrees to post Employee’s Labor Condition Application (“LCA”) at Employee’s work site in at least two (2) conspicuous locations at the work site for a period of ten (10) consecutive work days and as required by law.

8.12 H-1B Compliance. Employee acknowledges Employee is working with the Company under an H-1B visa. Employee agrees to abide by all H-1B laws and regulations.

8.13 Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes, replaces, and takes precedence over any prior understanding, or oral or written agreement, between the Parties respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties 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 Parties. Each party hereto represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.

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

TECH PILLARS, INC.

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

Employee Signature Jennifer Candiano, HR Manager

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated:

Employee Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security Number

Dated: