



14520 Delta lane  
Suite 101  
Huntington beach  
Ca 92647, USA

P. +1 714 655 2936  
[www.rocketlabusa.com](http://www.rocketlabusa.com)

January 28, 2019

Charlie Nitschelm  
30 Coe Drive  
Durham, NH 03824

Dear Charlie,

We are very pleased to be hosting your Matthew Isakowitz Fellowship with us at Rocket Lab USA. Please find the following confirmation of the specifics of your internship:

Start Date: **May 20, 2019 - CN**  
~~May 28, 2019~~

End Date: August 23, 2019

Scheduled Hours: 7:30am – 4pm

Normal hours of work shall occur Monday through Friday. Your shift, including any overtime, will be determined at the sole discretion of the Company. These working hours shall be inclusive of one 30-minute (unpaid) meal and 2 x 15-minute (paid) rest intervals per day.

Salary: You will be paid an hourly wage of **\$22 per hour**, payable on the Company's regular bi-weekly payroll dates. In the event you work any overtime, your hourly rate for overtime shall be **\$33 per hour**.

Stipend: We are offering a one-time only \$2,000 lump sum payment for this position, subject to taxation.

Benefits: Position is benefits ineligible

Reporting Supervisor: Alan Manara, Production Engineer Manager

Internship Responsibilities: Your internship term responsibilities will include, but are not limited to the following:

- Maintenance and improvement of work instructions
  - Follow and document technicians to capture correct cycle times and procedures
- Process development and improvement
- Tooling design
  - CAD design work
- Acceptance test design and implementation
- Directly support hardware assembly and test, as required
- 5S implementation
  - Lean manufacturing implementation
- Process planning and manufacturing data interpretation
  - Data mining and collating
- Revision control, engineering change management
- Support technicians with production tasks when needed
- Completing assigned projects satisfactorily and on time as assigned by manager



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- Frequent 1:1 meetings to help facilitate your success and learning as well as to provide project updates
- End of term project solution presentation on major project, as determined by manager
- Attend daily team production meetings
- Responsible for abiding by all applicable health and safety legislations and Rocket Lab policies and procedures
- Other duties as required

Office Location: You will be working in our headquarters which is located at 14520 Delta Lane, Suite 101, Huntington Beach, CA 92647

**Confidential Information and Proprietary Information Agreement:**

As a condition of employment, you will be required to sign and comply with a Confidentiality and Proprietary Information Agreement, which among other things, prohibits unauthorized use or disclosure of Company proprietary information.

- a. As an Employee you will be required to protect Trade Secrets, Customer Lists and Other Proprietary Information. Employee agrees not to use, disclose or communicate, in any manner, proprietary information about Employer, its operations, clientele, or any other proprietary information, that relate to the business of Employer. This includes, but is not limited to, the names of Employer's customers, its marketing strategies, operations, or any other information of any kind, which would be deemed confidential or proprietary information of Employer.
- b. At all times, both during the term of this agreement and after its termination, Employee shall (other than in the course of fulfilling the Employee's duties as an employee) hold all Confidential Information in confidence and shall not, either directly or indirectly:
  - use or disclose any Confidential Information other than to the extent necessary to carry out this agreement, or as required by law to be disclosed;
  - remove, disclose or copy any Confidential Information without the Employer's express approval;
  - use any Confidential Information, or information gained through employment, for the Employee's own benefit or for the benefit of any third party or organization; or
  - use or attempt to use any Confidential Information in any manner, which may directly or indirectly injure or cause loss (whether directly or indirectly) to the Employer's business.

At all times, the Employee will use his/her best endeavors to prevent any intentional or unintentional disclosures (by any means) of Confidential Information to any other person or organization that is not authorized to receive the Confidential Information.





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#### **Company Policies:**

- a. As a Company employee, you will be expected to abide by the Company's rules and standards.
- b. Specifically, you will be required to sign an acknowledgment that you have read and that you understand the Company's rules of conduct which are included in the Company Handbook.

#### **International Traffic and Arms Regulations:**

The management of Rocket Lab is committed to fully complying with the International Traffic in Arms Regulations (ITAR) as set forth by the Arms Export Control Act (AECA) and as regulated and authorized by the Directorate of Defense Trade Controls (DDTC). Rocket Lab is further committed to complying with all other U.S. export laws and regulations that may be applicable. The management of Rocket Lab will maintain appropriate resources and training to satisfy this policy and assign personnel as needed to ensure company compliance with the ITAR. It is the responsibility of all Rocket Lab employees to follow the company guidelines as set forth in the Company's Technology Control Plan.

#### **I-9 Condition to Employment:**

As a condition of employment, you will be required to sign and return a satisfactory I-9 Immigration form providing sufficient documentation establishing your employment eligibility in the United States, and provide satisfactory proof of your identity as required by United States law.

#### **Background Check and Drug Testing:**

Your employment is further subject to satisfactory completion of a background check. In addition, in compliance with local, state and federal laws, as a condition of employment, you must complete a pre-employment drug test. Specific location will be provided upon acceptance of this offer.

#### **Representation:**

By signing below, you represent that your performance of services to the Company will not violate any duty which you may have to any other person or entity, including obligations concerning providing services to others, confidentiality of proprietary information and assignment of inventions, ideas, patents or copyrights, and you agree that you will not do anything in the performance of services hereunder that would violate any such duty.

#### **Employment Relationship:**

The Matthew Isakowitz Fellow agrees and acknowledges that, just as they have the right to terminate their employment with the Company at any time for any reason, the Company has the same right, and may terminate their employment with the Company at any time for any reason. Either party may terminate said employment with written notice to the other party.

#### **Dispute Resolution:**

In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree that (i) any and all disputes between you and the Company shall be fully and finally resolved by binding arbitration, (ii) you are waiving any and all rights to a jury trial but all court remedies will be available in arbitration, (iii) all disputes shall be resolved by a neutral



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arbitrator who shall issue a written opinion, (iv) the arbitration shall provide for adequate discovery, and (v) the Company shall pay all arbitration fees. Please note that we must receive your signed Agreement before your first day of employment.

**Outside Activities:**

While you render services to the Company, you agree that you will only engage in previously agreed to consulting activities. In addition, while you render services to the company, you will not assist any person or entity in competing with the Company, in preparing to compete with the Company or in hiring any employees or consultants of the Company.

**Withholding Taxes:**

All forms of compensation referred to in this letter are subject to applicable withholding and payroll taxes.

**Entire Agreement:**

If you accept this offer, this letter shall constitute the complete agreement between you and Company with respect to the terms and conditions of your employment. Any prior or contemporaneous representations (whether oral or written) not contained in this letter or contrary to those contained in this letter that may have been made to you are expressly cancelled and superseded by this offer.



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To accept this offer, please sign and date this letter and return it to the Company by **2/4/2019**.

Should you accept this offer for fellowship, you will start with us on ~~2/20/2019~~ <sup>5/20/2019</sup>.

If you have any questions prior to your start date, please feel free to email Sarah Watari at [s.watari@rocketlabusa.com](mailto:s.watari@rocketlabusa.com) (People + Culture Advisor). We look forward to you joining the team!

Very truly yours,

**Rocket Lab USA, Inc.**

By: 

Name: Shane Fleming

Title: VP- US Operations/Mission Management

**ACCEPTED AND AGREED:**

Signature By: 

Name: Charlie Nitschelm

Date: 2/4/18