



## **EMPLOYMENT AGREEMENT**

MATTHEW SEBOLT  
12612 187<sup>TH</sup> ST. NE APT 2422  
BOTHELL, WA 98011

QUOTEWIZARD  
157 YESLER WAY, SUITE 400  
SEATTLE, WA 98104

This EMPLOYMENT AGREEMENT ('Agreement') is made effective as of December 10th, 2015 by and between QuoteWizard and Matthew Sebolt. This Agreement shall become fully effective and enforceable on the last date that this Agreement is signed by both Parties.

WHEREAS, Employee has substantial skill and experience in services needed by Company; and

WHEREAS, Company desires to enlist Employee's services and Employee desires to provide such services to Company;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and Employee (collectively, the "Parties") agree to the terms and conditions set forth herein.

### **ARTICLE 1. STATEMENT OF WORK.**

Employee shall provide professional services to Company as listed in Addendum A –S or A-H of this Agreement. The schedule for completion shall be performed in the duration specified in Addendum A of this Agreement.

### **ARTICLE 2. COMPENSATION.**

For the performance of services hereunder, Employee will be paid the specified dollar amount listed in Addendum A of this Agreement. Expenses will not be reimbursed unless approved in advance by your Manager. Employee shall not be entitled to further compensation or any benefits, except to the extent expressly set forth herein or as required by law.

### **ARTICLE 3. TERM AND TERMINATION.**

Employment pursuant to this agreement shall be "at will" and may be ended by the Employee or the Company at any time, for any reason, and with or without notice. Employee's employment at-will status may not be modified orally, and no management official is authorized to make any assurance or promise of continued employment.

### **ARTICLE 4. PLACE OF PERFORMANCE.**

Employee shall provide services to Company on site.

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#### ARTICLE 5. CONFIDENTIAL INFORMATION.

During Employee's employment and thereafter, Employee must keep company business matters confidential as outlined in QuoteWizard's Non-Competition/Non-Solicitation and Inventions Agreement. These agreements must be signed by Employee and presented to QuoteWizard as a condition of employment.

To the extent that Employee came in contact with confidential business information and/or trade secrets of his/her previous employer (including, but not limited to, marketing plans, customer related information, pricing information, product development plans, financial information and business strategy), Employee shall refrain from using such information or disclosing any such information to Company.

Should Employee believe, at any time, that he/she is in danger of disclosing confidential business information and/or trade secrets of his/her previous employer because of any assignment or request that you have received, Company requests that Employee notify his/her manager immediately.

#### ARTICLE 6. INTELLECTUAL PROPERTY.

Employee hereby assigns, and shall assign, any and all rights, title and interest, including, but not limited to, copyrights, trade secrets and proprietary rights to the information, materials, products and deliverables developed during the performance of this Agreement to Company and/or its client(s) ("Client(s)"). All work performed under this Agreement and all information, materials, products and deliverables developed pursuant to this Agreement shall be the exclusive property of Company and/or its Client(s) and all title and interest therein shall vest in Company and/or its Client(s). All such information, materials, products and deliverables shall be deemed to be "works made for hire" under the Federal Copyright Laws. Pursuant to its exclusive proprietary rights, Company and/or its Client(s) shall have the sole and exclusive right *inter alia* to use, modify or adapt the information, materials, products and deliverables that Employee has developed during the performance of this Agreement. Employee agrees to give Company and/or its Client(s) all necessary assistance required to perfect such assignment of rights defined in this Article 6.

#### ARTICLE 7. COMPLIANCE WITH APPLICABLE LAW.

It is Company's intention to comply with all federal, state and local laws applicable to its business and this Agreement, including but not limited to labor, employment, equal opportunity, privacy, and sexual harassment laws. Employee shall promptly report to the Employer any violations encountered in the business. Employee shall at all times comply with any and all federal, state, and local laws.

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#### ARTICLE 8. WARRANTIES AND REPRESENTATIONS.

A. Employee warrants and represents that neither the execution nor performance of this Agreement constitutes a breach or violation of any contract or agreement to which he/she is a party or by which he/she is in any manner bound. Employee further warrants and represents that he/she has no interests or obligations, nor during the term hereof will he/she acquire any interests or obligations, which conflict with or hamper his/her ability to perform as required hereby.

B. Employee warrants and represents that he/she will perform any and all services hereunder in a professional and workmanlike manner, and that he/she will at all times faithfully, industriously, and in good faith perform all of the duties required of his/her position.

C. In carrying out his/her duties and responsibilities hereunder, Employee shall comply with all Company policies, procedures, rules and regulations, both written and oral, and his/her assignment, duties, and responsibilities may be changed by Company in its sole discretion without causing termination of this Agreement.

D. Employee warrants and represents that he/she has the right to and shall transfer ownership to Company and/or its Client(s) of the work product performed under this Agreement.

E. This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof. Any and all prior discussions, negotiations, commitments, and understandings related to this Agreement and the employment relationship between Employee and Company are hereby replaced by the terms contained herein.

F. Employee shall complete a W-4, Authorization of Direct Deposit and Form I-9 (Employment Eligibility Verification) within the first three days of employment. The Employee shall review the "List of Acceptable Documents" contained on the enclosed I-9 form and bring the form plus original documents that satisfy this federal requirement on the first day of employment. The Employee is required to sign and date Section 1 of the form in the presence of his/her immediate supervisor, or a Company designee, and present the required original documentation to that person in order to establish his/her identity and employment authorization under federal law.

G. The Employee's title, duties, responsibilities and reporting relationships may evolve or change from time to time as Company deems necessary and appropriate to its business circumstances and Employee's relationship to them.

#### ARTICLE 9. RESTRICTIVE COVENANT.

Employee will not, without the prior written consent of Company, during the term of this Agreement and for a period of six (6) months after the termination hereof, directly or indirectly solicit or engage in business with any Client(s) of Company to whom Employee has been directly introduced by Company.

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#### ARTICLE 10. TRADEMARK AND TRADE NAME

This Agreement does not give either party any ownership rights or interest in the other party's trade name or trademarks.

#### ARTICLE 11. GENERAL PROVISIONS.

A. Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, sent via fax or Electronic Copy such as Email.

If to Company:

QuoteWizard  
157 Yesler Way, Ste. 400  
Seattle, WA 98104

If to Employee:

Matthew Sebolt  
12612 187<sup>th</sup> St. NE Apt 2422  
Bothell, WA 98011

Either party may change such address from time to time by providing notice to the other in the manner set forth above.

B. Entire Agreement: This Agreement represents the entire and sole agreement between the parties with respect to the subject matter herein and supersedes any and all prior negotiations, understandings, representations or contracting agreements whether written or oral. This Agreement cannot be modified, changed or amended, except for in writing signed by both parties.

C. Waiver: The failure of either party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

D. Relationship: Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between Employee and Company and/or its Client(s), and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

E. Assignment and Delegation: Neither party shall assign or delegate this Agreement or any rights, duties or obligations hereunder without the express written consent of the other. Subject to the

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foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives and assignees of the Parties hereto.

F. Severability: If any provisions of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

G. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflict of laws.

H. Disputes: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be subject to final binding arbitration conducted in Seattle, Washington. The arbitration shall be filed with and administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In the event that any legal action or arbitration is filed in relation to this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

I. Acknowledgements. The Parties acknowledge that (i) they have had an adequate opportunity to review this Agreement and all of its terms; (ii) they have carefully read and fully understand all of the terms of this Agreement including the releases contained herein, and (iii) that they enter into this Agreement knowingly and voluntarily.

J. Execution. The Parties agree that the undersigned are fully authorized to execute this Agreement.

**IN WITNESS WHEREOF**, and intending to be legally bound, the Parties have executed the foregoing Agreement as of the date set forth below.

**QUOTEWIZARD**

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

Name: Grant Wojahn

Title: Director Recruiting and Human Resources

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

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**EMPLOYEE**

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

Name: Matthew Sebolt

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

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Position:	Finance Developer
Reports to:	Pat Leahy
Annual Starting Base Salary:	\$92,750.00
Health Insurance Plan:	Full Health Insurance package effective the 1 <sup>st</sup> of the month following 30 days full time employment.
QW Stock Plan (QW EIP)	Will be outlined after full time employment begins.
Paid Holidays:	As outlined in Employee Handbook
Paid Time Off (PTO):	As outlined in Employee Handbook
Company 401k Plan:	Effective the 1 <sup>st</sup> of the month following 30 days full time employment.
Parking/Transportation	Option 1: Universal ORCA card (public transit) provided by company Option 2: \$50/month parking stipend
Start Date:	January 4th, 2015

#### QUOTEWIZARD

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

Name: Grant Wojahn

Title: Director Recruiting and Human Resources

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

#### EMPLOYEE

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

Name: Matthew Sebolt

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

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