

SLALOM, LLC

Employment Agreement

In consideration of employment with Slalom, LLC, which does business as Slalom Consulting (“the Company”), I, Rajat Subhra Ghosh, agree to the following Employment Agreement (“Agreement”) terms and conditions as of my first day of employment.

Confidential Information

Company Confidential Information. During and after my employment with the Company, I will protect all Confidential Information of the Company. “Confidential Information” means any information that is confidential, proprietary, or trade secret information of the Company or any of its clients, employees, consultants, contractors, candidates, business partners, vendors, suppliers, key contacts or special relationships at the Company’s accounts. “Confidential Information” includes, without limitation, Inventions (as defined in the attached Addendum on Inventions and Work Product), business plans; finances; projections; the method and manner developed to provide solutions to client needs, as well as the actual solutions; sales data; the criteria and formulae used in pricing products and services; specific pricing information; data, profiles, directories, and lists compiled and agreements concerning clients, employees, consultants, contractors, candidates, business partners, vendors, suppliers, key contacts or special relationships at the Company’s accounts; proprietary software; proprietary uses for commonly available software; proprietary applications; patents; algorithms; data related to equipment and operations; personnel information; training and training programs; advertising, merchandising, placement, recruiting, and marketing programs and techniques; developmental or experimental work; existing or future products and services; unpublished works of original authorship; concepts; processes; designs; devices; circuits; computer programs; and, to the extent not previously listed, any “trade secrets” as defined in the Uniform Trade Secrets Act. Confidential Information may or may not be marked “confidential.”

Ownership and Use of Confidential Information. All Confidential Information made available to me or that I conceive, create, develop, reduce to practice, or compile, either alone or with others, during the term of my employment shall be the exclusive property of the Company. I shall preserve in confidence and shall not disclose, use, copy, publish, summarize or remove, either during or after the term of my employment, any Confidential Information, except as required in my work for the Company or as authorized in writing by the Company in each instance. Upon termination of my employment with the Company, or upon request, I shall deliver to the Company all forms of materials in my possession that contain or embody any Confidential Information or Inventions (as defined in the attached addendum on Inventions and Work Product), and certify that I have done so in writing. I will not retain any written, electronic, or other tangible material containing any information concerning or disclosing any of the Confidential Information or Inventions of the Company. For avoidance of doubt, any information regarding Company clients, candidates, recruiters, employees, suppliers, vendors or other business contacts that I have stored on any storage device, including computers, external drives, smart phones, and CD/DVD is presumed to be Company Confidential Information.

Third Party Information. During and after my employment with the Company, I will not (a) use any confidential and/or proprietary information of the Company’s clients, vendors, consultants and other parties with whom the Company does business (“Third Party Information”), or (b) disclose any Third Party Information to anyone other than the Company personnel who need to know the same in connection with their work for the Company, without the prior written authorization of the Board or its designee. I will not, in connection with my employment, use or bring onto the Company’s premises, or disclose to the Company any unpublished documents or any other property, written or unwritten, of any former employer without the prior written consent of such former employer. For avoidance of doubt, any information regarding a former employer’s clients, candidates, recruiters, employees, suppliers, vendors or other business contacts that I have stored on any storage device, including computers, external drives, smart phones, and CD/DVD is presumed to be the property of that former employer and is not to be used by me, or loaded into any Company database unless I obtain written permission from the Company’s CEO or President.

Restrictions on Interfering with Employee, Client and other Relationships

I agree that during my employment and for a period of twelve (12) months following the actual date of my termination, I shall not directly or indirectly (1) solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company or (2) attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company either for myself or for any other person or entity. Further, I agree that during my employment and thereafter, I shall not use any confidential or proprietary information of the Company to attempt to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct his or its purchase of products and/or services to any person, firm, corporation, institution or entity in competition with the business of the Company.

Remedies

If either party violates this Agreement the other may seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without prejudice to any other rights and remedies the party may have for breach of this Agreement. The Company in its sole discretion shall be entitled to inform third parties of the existence of this Agreement and of my obligations hereunder.

Arbitration

Any controversy or claim arising out of, or relating to, this Agreement or the breach of this Agreement (other than the Confidentiality and Restrictions on Interfering provisions, as to which either party may seek interim injunctive relief to maintain the status quo until the arbitrator is selected and rules) shall be resolved exclusively by arbitration in accordance with the applicable procedural Rules for the Resolution of Employment Disputes of the American Arbitration Association, with the arbitrator to be selected by mutual agreement of the parties or by Judicial Arbitration and Mediation Services (JAMS) if the parties are unable to agree. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* The arbitrator shall be an attorney or retired Judge experienced in arbitrating employment disputes. The arbitrator shall restrict discovery to the extent reasonably possible to vindicate claims and without depriving a party of an opportunity for a fair hearing, shall hear the case within one hundred and twenty (120) days of being appointed, and shall render a written award within thirty (30) days thereafter.

To the extent statutory claims are asserted, the parties will have the same statutory remedies in arbitration as to those statutory claims as they would otherwise have had if such a claim had been filed in a court of law, including, where authorized by statute, compensatory and punitive damages, injunctive relief and attorneys' fees. To the extent statutory claims are asserted by me, I will not have to pay any administrative costs beyond what I would otherwise be required to pay were my claims litigated in a court of law. The award shall be final and binding and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator will have the right to assess, against a party or among the parties, as the arbitrator deems reasonable, the arbitrator's fees and expenses. Arbitration hearings will be held in the city with a JAMS office nearest to where I am or was last employed or such other location as may be mutually agreed to by the parties.

Other Provisions

- I represent and warrant to the Company that the execution and performance of this Agreement will not conflict with or result in the violation of any term or provision of any order, judgment, injunction, contract, or other agreement to which I am a party or by which I am bound. I acknowledge that the Company has advised me that I am not to retain, use, or disclose any confidential or proprietary information or trade secrets belonging to my former employers, or take any other action in breach of any agreement with a former employer. I represent and warrant that I have not done so and will not do so during my employment with the Company. I acknowledge that the Company is relying on my representation and warranty in entering into this Agreement, and I agree to indemnify the Company from and against all claims, demands, causes of action, damages, costs or expenses (including attorneys' fees) arising from any breach thereof. I understand that if I breach my representation and warranty the Company may terminate my employment.
- I understand that all business revenue and fees produced or transacted through my efforts belong to the Company. I agree not to handle or transport monies, operate any client vehicle, or sign any document on behalf of the Company without the Company's express written consent. I understand that Company clients may require me to undergo drug screening and background checks as a condition of placement or continued placement and agree to give my consent.
- I agree that all Company property is and shall remain the property of the Company. I will preserve and use Company property only for the benefit of the Company and the Company's business, and I will return all Company property to the Company upon request or upon termination of my employment. I authorize the Company, at its sole discretion, to sell to me and deduct from my compensation the fair value of any Company property that is not returned within five (5) days of my last day of employment. I further authorize the Company to deduct from my final compensation any sums I owe the Company, to the full extent permitted by law.
- The confidentiality and nonsolicitation sections of this Agreement and my obligations described in any addendum hereto shall survive the termination of this Agreement and my termination until all obligations thereunder are satisfied.
- The validity, construction and performance of this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Washington.
- The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- Should any court or arbitrator of competent jurisdiction find that any restrictive covenant in this Agreement is unreasonable, it shall be interpreted and enforced to the maximum extent that the court or arbitrator deems reasonable.
- The rights and obligations of the Company under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Company and any subsequent assignee. I may not assign my obligations under this Agreement.
- This Agreement may be amended, modified or supplemented only by a written document executed by each of the parties. No waiver by either party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach.

- I understand and affirm that my employment with the Company is at will and can be terminated by the Company or me at any time without advance notice. Nothing in this Agreement is intended to suggest otherwise.

By my signature below, I acknowledge that I have read this Agreement, understand it, and agree to its terms and conditions.

EMPLOYEE:

Rajat Subhra Ghosh

Date

THE COMPANY:

By:  _____

Name: Tiago Dias

Date

Title: General Manager

Addendum
Inventions and Work Product

Assignment. All ownership and other rights in all works, developments, inventions, ideas, designs, discoveries, and other works of authorship developed, conceived or reduced to practice by me, whether alone or with others, during the term of employment hereunder, that are related to or useful in the business of the Company, or which result from tasks assigned to me by the Company, or from my use of the Company's premises, shall be the exclusive property of the Company (jointly, "Inventions") and may not be assigned by me to any other individual, entity, or organization without the approval of the Board. To the extent permitted by law, such Inventions shall be "works for hire," whether or not developed or conceived during regular working hours or at the Company's facilities. I hereby irrevocably agree to and do hereby sell, assign and transfer to the Company or its designee my entire right, title and interest in and to the Inventions developed, conceived or reduced to practice by me during the term of my employment, and any improvements thereon. I will assist the Company as reasonably requested, at the Company's expense, but without additional compensation to me, during and after my employment term to obtain, perfect, sustain and enforce the Company's rights in and ownership of the Inventions, including without limitation the execution of additional instruments of conveyance and assisting the Company with applications for patents or copyright or other registrations. If the Company, after reasonable efforts, is unable to obtain my signature to any such instruments (without regard to whether or not I am at that time employed by the Company), I hereby irrevocably designate and appoint the Company as my agent and attorney-in-fact, which appointment includes an interest, for and on my behalf to execute, verify and file any such instruments and perform such other lawfully permitted acts.

Information on Inventions. During my employment by the Company and for six months after it ends, I will promptly disclose in writing to the Company all Inventions developed, conceived or reduced to practice by me, whether alone or jointly. To the extent disclosure of such Inventions violates any obligations of confidentiality to a third party, I will promptly disclose a brief description of such Inventions, a list of the parties to whom the Inventions belong and the reason full disclosure is prohibited.

Notice Required by California Labor Code section 2870. Any assignment of Inventions required by this Agreement does not apply to an Invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on my own time, unless (a) the Invention relates (i) directly to the business of the Company or (ii) to the Company's actual or demonstrably anticipated research or development or (b) the Invention results from any work performed by me for the Company.

Prior Inventions. Any Inventions that I alone or jointly developed, conceived or reduced to practice or caused to be developed, conceived or reduced to practice prior to employment by the Company that I wish to exclude from the scope of this Agreement are listed on a separate sheet attached hereto ("Prior Inventions"). To the extent that no Prior Inventions are set forth on an attached sheet, I represent that no such Prior Inventions exist. Notwithstanding the foregoing, if I incorporate, in the course of employment hereunder, any Prior Inventions or other invention not covered by the assignment provisions of this Addendum into a product, process, service or machine of the Company, I hereby grant the Company a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license (with right to sublicense) to make, have made, use, sell, copy, distribute, modify, and otherwise to practice and exploit such Prior Inventions or other invention.

EMPLOYEE:

Rajat Subhra Ghosh

Date

THE COMPANY:

By: _____

Name: Tiago Dias

Title: General Manager

Date