

KEYHOLE SOFTWARE EMPLOYMENT AGREEMENT

This Exclusive Employment Agreement ("Agreement") is entered into and effective **September 30, 2021**, by and between **Keyhole Software**, a Kansas company, having its principal place of business located at **11205 W. 79th Street, Lenexa, Kansas 66214** (hereinafter sometimes referred to as "Employer") and **Christopher D. Wade** an individual, having his principal place of residence located at **2179 Auld Spanish Ct., Baldwin, MO 63011** (hereinafter sometimes referred to as "Employee").

RECITALS:

A. Christopher D. Wade is desirous of entering into an exclusive employment agreement with Keyhole Software upon the terms and subject to the conditions hereinafter set forth.

IN CONSIDERATION of the mutual covenants and agreements contained herein, and for such other good and valuable consideration, the receipt and adequacy of which are hereby admitted and acknowledged, the parties hereto agree as follows:

1. Definitions

For the purposes of this Agreement, the following definitions shall apply:

- 1.1. "Work Product"** shall mean all documentation, software, creative works, know-how, and information created, in whole or in part, by Employee during hours worked by Employee for Employer, which relate, directly or indirectly, to the past, present, or future business of the Employer, whether or not copyrightable or otherwise protectable.
- 1.2. "Trade Secrets"** shall mean all documentation, software, know-how, and information relating to the past, present, or future business of the Employer or any plans, therefore, or relating to the past, present, or future business of a third party or plans therefore that are disclosed to the Employer, which the Employer does not disclose to third parties without restrictions on use or further disclosure.
- 1.3. "Product"** shall mean software produced by the Employer for sale to customers of the Employer.
- 1.4. "Net Profit"** shall mean said sum calculated based on generally accepted accounting.
- 1.5. "Cause"** shall mean as a reason for immediate termination without notice.

2. Employment

Employer hereby employs Employee and Employee hereby accepts employment, upon the terms and conditions of this Agreement.

3. Capacities and Duties

- 3.1.** The Employee is employed to perform services on a **full-time** basis as a **Software Development Consultant** on behalf of Employer. In addition, subject to the provisions of this Agreement, Employee agrees to perform such other services as Employer may reasonably require.
- 3.2.** Employee's position with the Employer shall include but not be limited to the following job responsibilities:

- (a) Serve as consultant to Employer's clients
- (b) Develop software for Employer to sell
- (c) Provide technical support for developed software
- (d) Develop education modules for Employer
- (e) Teach education modules for Employer
- (f) Provide internal technical support to Employer in areas of expertise
- (g) Develop custom software for Employer

3.3. Employee agrees to devote his time to rendering services to Employer. The Employee is specifically restricted from being employed by any other employer of a similar, related, or competitive industry while under the employ of the Employer herein.

3.4. In the event Employee engages in any other work activities in breach of the provisions of this Agreement, such shall be grounds for immediate termination of this Agreement.

4. Term of Employment

4.1. The term of this Agreement shall commence as of the effective date of this Agreement and continue from time to time thereafter, subject to a right by either Employer or Employee to terminate this Agreement upon thirty (30) days written notice, without cause.

4.2. This Agreement may be, unilaterally by the Employer, terminated immediately for cause upon written notification to the Employee outlining the reasons for cause.

4.3. The first 90 days of employment with Keyhole Software will be considered a probationary period. In that time, the Employer may opt to do a background check.

5. Compensation

For the services of Employee, the Employer agrees to pay Employee compensation as follows:

5.1. The Employer shall agree to pay to Employee **Sixty-Two Dollars and Fifty Cents (\$62.50) per hour worked**. Total compensation is based on Hourly Wage (W-2).

5.2. The Employer will offer Employee the option to elect group health insurance in addition to other benefits that Employer provides to full-time employees.

5.3. In the event Employee would terminate his employment with the Employer for any reason, the parties hereto acknowledge that the Employee and/or Employer shall pay to the other party said deficiency, if any, which may be owed at the time of Employee's termination of employment with the Employer.

5.4. The Employer further agrees to reimburse Employee for any reasonable business expenses incurred by the Employee in the ordinary course of business. These expenses shall be substantiated by invoices and receipts. The Employer shall have the right to approve all expenditures prior to their expense.

5.5. In the event Employee develops any new Product solely on his own and such is utilized by the Employer and sold to its customers or clientele, then the Employer shall agree to pay the Employee a percentage of all Net Profits received from the sale of said Product ("Producer's Portion") as outlined in Schedule B. In the event of the death of the Employee, the Employer shall agree to pay to the

Employee's estate said percentage of Net Profits (outlined in Schedule B) received for the period of one (1) year following the date of the Employee's death. In the event the Employee would terminate with the Employer for any reason other than death, said participation in the Net Profit of said Product shall be terminated.

5.6. This compensation and fringe benefit program may be amended from time to time, as mutually agreed to by the parties in writing.

6. Employee's Obligations Concerning Work Product

6.1. Employee hereby assigns to the Employer, without additional consideration to the Employee, the entire right, title, and interest in and to the Work Product and to all proprietary rights therein or based thereon. The Employee agrees that the Work Product shall be deemed to be a "work made for hire." The Employee shall execute all such assignments, oaths, declarations, and other documents as may be prepared by the Employer to effect the foregoing.

6.2. Employee shall provide the Employer with all information, documentation, and assistance the Employer may request to perfect, enforce, or defend the proprietary rights in or based on the Work Product or Trade Secret. The Employer, in its full discretion, shall determine the extent of the proprietary marks, if any, to be protected in or based on the Work Product. All such information, documentation, and assistance shall be provided at no additional expense to the Employer, except for out-of-pocket expenses that the Employee incurred at the Employer's request.

Protection Against Disclosure of Confidential Information

6.3. "Confidential Information" shall mean information disclosed to the Employee or known by the Employee as a consequence of, or through the performance of, the Employee's service under this Employment Agreement.

6.4. Except as required by the Employee's duties to the Employer, the Employee shall never, either during the performance of his services under this Agreement or subsequent to the termination of this Agreement, directly or indirectly, use, disseminate, or otherwise disclose in any manner, either orally or in writing, any of the "Confidential Information" relating to any aspect of the Employer.

6.5. All records, forms, supplies, or reproduced copies, provided and furnished by the Employer to the Employee, or obtained by the Employee during the performance of his services under this Agreement, shall remain the property of the Employer and shall be accounted for and returned by the Employee upon demand of Employer. Such records, forms, and supplies shall include, but not be limited to, such things as documents; interoffice memos; records; any correspondence, regardless of the author; notebooks; client lists; or any such other supplies provided by the Employer. It is expressly understood that the Employee's license to the possession of said records, forms, or supplies, or any copies thereof, are to fulfill his obligations to the Employer under this Agreement, and he has no other right or proprietary interest in those documents.

7. Liquidated Damages

7.1. In the event Employee shall violate any of the provisions of this Agreement and engage in unfair competitive practices herein restricted. The parties to this Agreement agree that such breach will result in damages to Employer, which, although real, will be difficult if not impossible to calculate.

7.2. In the event of such breach, the Employer shall be entitled, if it elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to the specific performance thereof by Employee or to enjoin Employee from engaging in unfair competitive practices as defined herein, for his benefit, or for the benefit of any third party or entity during the period restricted herein.

8. Covenant Not To Compete

8.1. During the period of twelve (12) months after any suspension or termination of Employee's employment with the Employer, Employee shall not contact, directly or indirectly, not perform services for any client/customer or employees or contractors of the Employer with whom Employee had received information regarding or contact during Employee's employment with Employer.

8.2. In the event of the Employee's actual or threatened breach of this section, the Employer shall be entitled to a preliminary restraining order and injunction restraining the Employee from violating its provisions. Nothing in this Agreement shall be construed to prohibit the Employer from pursuing any other available remedies for such breach or threatened breach, including the recovery of damages from the Employee.

8.3. Employee acknowledges and agrees that this covenant not to compete is reasonable and not injurious to the public interest. It is expressly understood and agreed by Employer and Employee that if the terms of this Section are found by a court of competent jurisdiction to be unenforceable because they are too broad in scope, whether as to the protected business or time, the restrictions herein shall nevertheless remain in effect, but shall be deemed amended as to such business and/or time as may be considered to be reasonable by such court and, as so amended, shall be enforced.

9. Prohibition Against Assignment

9.1. Employee agrees, on behalf of himself and his executors, administrators, heirs, legatees, distributees, and any other person or persons claiming any benefit under him by virtue of this Agreement, that all rights, interests, and benefits hereunder shall not be assigned, transferred, pledged or hypothecated in any way by Employee, or any executor, administrator, heir, legatee, distributee, or other person claiming under Employee by virtue of this Agreement, subject to execution, attachment, or similar process. Any attempt to assign, transfer, pledge, hypothecate or other disposition of this Agreement, or of such rights, interests, and benefits, contrary to the foregoing provisions, or the levy of any attachment or similar process thereupon, shall be null and void and without effect, and shall relieve the Employer of any and all liability hereunder.

9.2. The Employer's rights and obligations under this Agreement shall inure to the benefit of and shall be binding upon the Employer's successors and assigns.

10. Employer/Employee Relationship

This Agreement shall include, but not be limited to, an Employer/Employee relationship. The employer shall be responsible for withholding the appropriate taxes and paying the appropriate taxes and other assessments on the Employee, pursuant to the regulations promulgated by the related governmental agencies.

11. Waiver

The failure of Employer and Employee at any time to demand strict performance by the other of any terms, covenants or conditions set forth herein shall not be constructed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other of said terms, covenants or conditions.

12. Governing Law/Venue

It is the intent of the parties hereto that all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the provisions of the laws of the state of Kansas, in such case made and provided. The Venue, for the purposes of this Agreement, shall be considered the county of Johnson and the state of Kansas.

13. Attorneys' Fees

In the event of any action brought by either party against the other arising out of this Agreement, or for the purposes of enforcing the Agreement or collection of any damages alleged to have resulted to one of the parties by reason of the breach or such failure of performance of the other, the party prevailing in any such actions shall be entitled to recover reasonable attorneys' fees and cost of the suit as may be determined by the court.

14. Paragraph Headings

The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

15. Severability

In the event that any of the terms of this Agreement are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify or impair in any manner whatsoever, any of the other terms, or the remaining portion of any term held to be partially invalid or unenforceable.

16. Gender

Whenever required by the context, the singular number shall include the plural number, the plural number shall include the singular number, the masculine gender shall include the neuter and feminine genders, and vice versa.

17. Notice

All notices required to be given hereunder shall be in writing and shall be deemed to be delivered if personally delivered or dispatched by Certified or Registered mail, Return Receipt Request, postage paid, addressed to the parties as follows.

Employer:

**Keyhole Software
11205 W. 79th Street
Lenexa, Kansas 66214**

Employee:

**Christopher D. Wade
179 Auld Spanish Ct.
Baldwin, MO 63011
USA**

Notice shall be deemed given on the date that it is deposited in the mail in accordance with the foregoing. Any party may change the address to which to send notices by notifying the other party of such change of address in writing in accordance with the foregoing.

18. Entire Agreement

18.1. This Agreement constitutes the entire agreement between the parties and contains all of the agreements between the parties with respect to the subject matter hereof; this Agreement supersedes any and all other agreements, either oral or in writing, among the parties hereto with respect to the subject matter hereof.

18.2. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the Employer and Employee. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

19. Invalid Provision

The invalidity or unenforceability of any other particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

20. Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and year first above written.

Keyhole Software
a Kansas company

By: _____ Date: _____

Lauren F. Bogner

Its: Director of Operations

"Employer"

By: _____ Date: _____

Christopher D. Wade

"Employee"

SCHEDULE "B"
Software Product Compensation

Producer	25% ¹
Distributor (Keyhole Software)	25%
Reseller	50% ²

¹ For products developed jointly between the Employee and the Employer and/or other employees of the Employer, the Producer's Portion shall be divided between all involved parties. The split of revenue shall be required to be approved by the Employer. Additionally, for any products sold jointly, said split of compensation between salespersons shall also be split and such split shall be required to be approved by the Employer.

² If the Producer is involved in the sale of the product, 8% of Reseller's Portion shall be given to the Producer.