

EMPLOYMENT AGREEMENT

This Agreement ("Agreement") is entered into this 28th day of March, 2018 between Doherty Consulting, Inc. dba Dahl Consulting ("Employer" or "DAHL"); and Sara Noto, 1804 Picadilly Place, Tyler, TX 75703 ("Employee"). The parties agree as follows:

- 1. SCOPE OF DUTIES.** Employee shall perform such duties as set forth in the applicable position description and/or such duties as Employee is directed to perform by Employer for Employer's Clients ("Clients") using Employee's own discretion and independent judgment.
- 2. TERM.** Employee's employment will start on March 28, 2018 and will continue until terminated by Employer or Employee. Employee may resign with or without a reason as long as Employer has received at least two weeks advance written notice (by hand delivery, electronic mail (email), or certified mail return receipt requested sent to Employer's address set forth above) of Employee's intention to resign. In the event Employee fails to give at least two weeks advance written notice, Employee shall be liable to Employer for liquidated damages of two hundred and fifty dollars \$250.00 per day for each work day Employee's notice (or failure to give notice) falls short of two weeks.
- 3. COMPENSATION, TIME RECORDS, DEDUCTIONS.** Employer agrees to pay Employee on a weekly basis. For each assignment, Employee shall record the hours worked on each day using Employer's electronic timekeeping system. Employee agrees that Employee is responsible for ensuring that the time recording is current and in accordance with Employer's timekeeping rules and procedures. Employee recognizes that Employer may modify or supplement these procedures, orally or in writing, and Employee agrees to comply with future modifications or additions. Employer will deduct amounts from Employee's compensation as required by applicable law, including deductions for income tax withholding, the Federal Insurance Corporation Act (FICA) tax, and Medicare withholding.
- 4. BENEFITS.** Employer will pay all taxes for Employee's required coverage under federal and state unemployment and worker's compensation insurance laws. Employee is entitled to no other benefits of any kind unless expressly stated in the DAHL benefit plan summary. Employee acknowledges and agrees that he/she is not an employee of any Client and is not entitled to any Client benefits, guarantees or other rights of Client's employees (whether expressly granted or arising by operation of law) including, but not limited to, group insurance, liability insurance, disability insurance, paid vacations, sick leave or other leave, retirement plans, stock options or other ownership or bonus plans, health plans, or premium overtime pay. Employee expressly waives any claim or entitlement to Client benefits.
- 5. HOURS.** Unless otherwise approved by Employer, Employee shall typically work the same hours as Client's employees while performing work at Client's site, unless otherwise directed by Employer.
- 6. PERSONAL SERVICES OF EMPLOYEE.** Employee must personally perform all work as directed by Client or Employer and may not delegate any of Employee's responsibilities. Employee shall not hire, supervise or compensate assistants, except as Employer may specifically direct in writing.
- 7. EXCLUSIVITY.** During the term of this Agreement, Employee will devote their full-time to providing services exclusively as directed by Employer and shall not perform services for others, unless approved in advance with written consent by DAHL.
- 8. NON-PERFORMANCE OF SERVICES AND NON-RECRUITMENT.** During the term of this Agreement and for twelve (12) months after the end of the employment relationship (whether Employer or Employee initiated the termination), Employee agrees that Employee shall not, in any individual or representative capacity (e.g. as a principal, employer, stockholder, partner, agent, consultant, independent contractor, or employee): (a) directly or indirectly provide, solicit or advise another of the opportunity to provide, any services to a Client where Employee previously provided services to the Client on behalf of Employer or was otherwise introduced through Employer; or (b) directly or indirectly, retain or solicit for Employee or for another party, the services of any of the Employer's employees or others introduced through Employer. For purposes of this paragraph, "introduced through Employer" means where a client, employee, contractor, and/or other individual came to the attention of Employee in any manner through Employer. "Client" includes any affiliates, customers or clients of the Client.
- 9. REIMBURSEMENT OF EXPENSES.** Employer shall reimburse Employee for ordinary and necessary expenses incurred in the course of performing work under this Agreement, provided that Employee has obtained Advance Written Approval. Employee will be deemed to have received Advance Written Approval when Employee has submitted a prior written request for reimbursement

of specific expenditures and Employee has received from Employer prior written notification of approval for each of the requested expenditures. In order to receive payment for any expenditures for which Advance Written Approval has been obtained, Employee must submit to the satisfaction of Employer, an itemized accounting of expenditures along with supporting receipts and other documentation and requested information.

10. **DIRECTION, SUPERVISION AND COOPERATION.** In performing the work assigned by Employer, Employee will adhere to all applicable policies, procedures and rules of both Employer and Client. Employee acknowledges Employer has the right to direct Employee as to when, where and how Employee is to perform work. In working on Client's project, Employee will ordinarily work as required by Employer in accordance with the directions of the Client. Employee will provide their immediate supervisor at Employer with progress and status reports of Employee's work efforts as requested. Employee's performance is subject to review by both Employer and Client.

11. **EMPLOYMENT AT-WILL.** The parties acknowledge and agree that the employment relationship created by this Agreement is at-will. Nothing in this Agreement shall be deemed to restrict Employer's right to terminate Employee at any time, with or without cause and with or without prior notice.

12. **CONFIDENTIALITY AND NON-DISCLOSURE.** Employee agrees not to disclose to any third party, confidential information or materials of Employer, the Client, or anyone with a business or employment relationship with Employer or Client. Employee further agrees that Employee will not use, remove, transfer, transmit, reproduce or otherwise deal with confidential information or other tangible or intangible property of another party, except for the sole purpose of performing services as an employee of Employer on Client's project. As used in this Agreement, the phrase "confidential information or materials" includes, but is not limited to, all information belonging to Employer or Clients related to their respective services and products, customers, business methods, strategies, and practices, internal operations, pricing and billing, financial data, costs, personnel information (including names, educational background, prior experience and availability), customer and supplier contacts and needs, sales lists, technology, software, computer programs, other documentation, computer systems, inventions, developments, trade secrets of every kind and character and all other information that might reasonably be deemed confidential.

13. **RETURN OF PROPERTY.** Employee agrees that upon termination of an assignment with any Client or employment with Employer, employee will return all keys, pass cards, identification cards, listings, policy and procedure manuals, inventions, records, data, plans, programs, magnetic tapes, card decks, letters, memos or other documents, materials or other property of any nature that are in Employee's possession or control to the Client or Employer, respectively.

14. **OWNERSHIP OF INTELLECTUAL PROPERTY.** Employee will immediately disclose to Employer and Client all discoveries, inventions, enhancements, improvements and similar creations (collectively, "Creations") made, in whole or in part, by Employee in the course of or related to providing services to the Client. Employee further agrees that all documents, deliverables, software, systems designs, disks, tapes and any other materials (collectively, "Materials") created in whole or in part by Employee, in the course of or related to providing services to the Client shall be the property of the Client. All ownership of any Creations or Materials shall vest exclusively with the Client, including, but not limited to, any copyright rights, patent rights or any other intellectual property rights. Employee hereby assigns to Client all right, title and interest that Employee may have in such Materials and Creations without entitlement to any additional compensation and free of all liens and encumbrances of any type. Employee agrees upon request (whether during or after term of this Agreement) to execute any documents and assist Client in any way deemed necessary (which may include assisting Client's attorneys in filing papers or prosecuting litigation) to register or perfect Client's intellectual property rights. Any rights conferred upon Client under this paragraph may only be waived or assigned in writing signed by an authorized representative of Client. Where Employee is performing work for Employer and there is no identifiable Client, the term "Client" in this paragraph shall mean "Employer".

15. **REPRESENTATIONS.** Employee warrants to the best of their knowledge, information, and belief: (a) all information provided to Employer and Client related to Employee's qualifications is accurate; (b) Employee has no conflict-of-interest in working for Employer or performing services for a Client; and (c) Employee is not subject to any contractual limitations on the ability to perform services under this Agreement. Employee shall immediately notify Employer should any of the facts relating to these representations change at any time.

16. **BREACH.** In the event of Employee's breach of paragraphs 7, 8, 12, 13, or 14, Employee acknowledges and agrees that Employer will suffer irreparable harm and money damages would be an inadequate remedy, entitling Employer to seek injunctive relief. Employer's right to seek injunctive relief is without waiver or limitation to any other remedies Employer has at law or in equity.

17. **OTHER PROVISIONS.** This Agreement and any attached exhibits, if any, represent the entire agreement of the parties and supersedes and terminates all prior agreements. Any modification of this Agreement must be in writing and signed by both parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the waiving party; a waiver on any one occasion shall not be effective as a waiver on future occasions. This Agreement shall inure to the benefit of and shall be

binding on the parties, the successors and assigns of Employer and the heirs and personal representatives of Employee. Employee may not assign his rights or obligations under this Agreement. Paragraphs 8, 12, and 14 shall survive termination. If any provision of this Agreement is determined to be unenforceable in whole or in part, all remaining provisions shall be given full effect to the extent possible without the unenforceable provision. This Agreement shall be governed by the laws of the State of Minnesota, without regard to choice of law principles, and any litigation shall be brought in the state or federal courts of the State of Minnesota. Employee agrees to the exercise of personal jurisdiction over Employee by such courts to the fullest extent permitted by law.

18. **DEFEND TRADE SECRETS ACT**. Pursuant to the Defend Trade Secrets Act of 2016, Employee understands that an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an employee who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

Employee represents that they have read, understood and agree to the terms of this Agreement, has had an opportunity to ask any questions and to seek the assistance of an attorney regarding their legal effect, and is not relying upon any advice from Employer.



Valerie Doherty, CEO
Dahl Consulting

Employee:  _____
S.S.N. 128-64-0421