

# PERSONAL EMPLOYMENT AGREEMENT

This Personal Employment Agreement (the "Agreement") is made effective as of \_\_\_ / \_\_\_ / \_\_\_\_ (Month/Day/Year), by and between **Data Systems Limited** (the "Company")

**Data Systems Limited**  
(Company **05261116**)  
St Crispin House, St Crispin Way,  
Haslindgen,  
Rossendale,  
Lancashire,  
BB4 5PW,  
United Kingdom

And the **Contractor** (collectively referred to as the "Parties").

<b>Contractor's Full Name:</b>	
<b>Contractor's Address</b>	
<b>City, State and Zip of Residence:</b>	
<b>Home &amp; Mobile Phones:</b>	Home: Mobile:
<b>E-mail Address:</b>	

The Parties agree as follows:

## 1. TERM & CONDITIONS

The Company shall hire the Contractor in the position of an Account Manager. The Contractor shall provide services to the Company pursuant to this Agreement for a term of 1 (one) year beginning from the day of signing this Agreement. The Agreement may only be extended thereafter by a mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement. Either of the Parties may terminate the Agreement upon a written notice provided in 10 business days before the planned termination date.

The Contractor's duties shall include:

- establishing contacts with customers, providing them with guidance support;
- supplying customers with information on the project development process;
- assisting in organizing billing processes for customers, collecting payments for services;
- distributing payroll among outsourcing developer teams;
- addressing and reporting existing customer needs, gathering customer feedback.

## **2. CONTRACTOR COMPENSATION/BENEFITS**

The Company ensures a base monthly salary of **\$3,500 USD**, paid twice a month after the first month of work, by paychecks or direct deposits to the Contractor's bank account, in accordance with the Company's payroll procedures. Bonuses in the amount of 5% of the total price of each supported project are paid immediately, along with the payments for the project themselves.

## **3. TAXATION**

The Contractor shall perform position duties for the Company in the status of an independent contractor, which binds him/her to the 1099 taxation form. As one of the Contractor's duties implies receiving payments from the Company's customers in the USA for the services that the Company will be performing for them, the Contractor shall pay taxes only from his/her personal income, not from the customer payments made to him/her on behalf of the Company. The Company is obliged to provide the Contractor with copies of the documentation verifying the fact that customer payments are made for the Company, not as the Contractor's personal income.

## **4. EXPENSES**

The Company will reimburse the Contractor for reasonable out-of-pocket expenses incurred by the Contractor in the performance of his/her duties during the term of this Agreement. Such expenses may include, but are not limited by bank fees, Western Union/Moneygram commissions, cell phone bills, etc. Reimbursement will be handled in accordance with Company's normal practices and policies.

## **5. CONFLICTING EMPLOYMENT**

The Contractor agrees that during the time of his/her employment with the Company, he/she will not accept nor will he/she engage in employment, consulting or other business activity directly related to the business of the Company.

## **6. CONFIDENTIALITY**

The Contractor acknowledges that he/she may have access to the Company's confidential and proprietary information. Such confidential information may include, without limitations: i) business and financial information, ii) business methods and practices, iii) technologies and technological strategies, iv) marketing strategies and other such information as the Company may designate as confidential ("Confidential Information"). The Contractor agrees not to disclose to any other person (unless required by the law) or use for personal gain any Confidential Information at any time during or after the termination of employment, unless the Company grants express, written consent of such a disclosure. In addition, the Contractor will use his/her best efforts to prevent any such disclosure. Confidential information will not include information that is in the public domain, unless such information falls into public domain through the Contractor's unauthorized actions.

## **7. NON-COMPETE AGREEMENT**

Following the termination of employment, the Contractor agrees not to engage in any business similar to or in competition with the business of the Company in his/her geographical area for a period of 1 (one) month. For the purposes of this agreement, engaging in "any business similar to, or in competition with the business of the Company" shall include, without limitations: (i) engaging in such a business as an owner, partner or agent; (ii) taking employment with a third party engaged in such business either as contractor, employee or consultant; or (iii) soliciting customers for the benefit of a third party engaged in such business.

## **8. NON-SOLICITATION OF CONTRACTORS**

The Contractor agrees that for a period of 6 (six) months following the termination of his/her employment, he/she will not induce, recruit or solicit any of the Company's contractors to terminate their employment or enter into another employment arrangement with a third party.

## **9. ASSIGNMENT/ASSISTANCE**

The Contractor hereby assigns all right, title, and interest to the Inventions to the Company, its successors and assigns. Furthermore, with respect to the Inventions, during the course of his/her employment and after its termination, the Contractor agrees to: (i) assist the Company in obtaining copyrights, patents, or any other intellectual rights; (ii) provide all pertinent information and data to the Company, (iii) execute all applications, assignments and other instruments as required by the Company; and (iv) at the Company's request and expense, assist in the defense and prosecution of its intellectual rights in the Inventions.

## **10. OTHER RULES AND POLICIES**

The Contractor agrees to abide by any other rules, policies or procedures as communicated by the Company that are generally applicable to contractors of the Company.

## **11. RETURN OF PROPERTY**

Upon termination of employment, the Contractor will return to the Company all drawings, documents, and other tangible manifestations of Confidential Information (and all copies and reproductions thereof). In addition, the Contractor will return any other property belonging to the Company including without limitation: money, software, documentation, and other data obtained from the Company.

## **12. CONTINUING OBLIGATIONS**

Notwithstanding the termination of this Agreement by the Contractor for any reason, the provisions of paragraph 5, 6, 7 and 8 of this Agreement will continue in full force and effect following such termination.

## **13. BINDING EFFECT**

The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

## **14. WAIVER**

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

## **15. SEVERABILITY**

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any statute, ordinance or court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

## **16. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the Contractor and the Company.

**17. GOVERNING LAWS**

This agreement shall be governed by and construed in accordance with the US laws.

**18. ATTORNEY'S FEES AND COSTS**

If any legal action is necessary or brought in any court or arbitration proceeding, to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary expenses, in addition to any other relief to which such party may be entitled. This provision shall be construed as applicable to the entire contract.

<b>CONTRACTOR</b>	<b>COMPANY</b>
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\_\_\_\_\_  
(Contractor's signature)

\_\_\_\_\_  
(Contractor's full name)

\_\_\_\_\_  
Date (MM/DD/YYYY)



A handwritten signature in blue ink, appearing to be "S. Hussain", written in a cursive style.

**President of Data Systems Limited**

## Exhibit A

### BANK ACCOUNT INFORMATION\*

<b>Account Type:</b>	Personal __	Business __
<b>Bank Name:</b>		
<b>Bank Address:</b>		
<b>Account Number:</b>		
<b>Routing Number (for direct deposits):</b>		
<b>Routing Number (for wire transfers):</b>		

\*The information specified in this Exhibit is strictly confidential;  
it will be available only for Data Systems Limited financial department and customers.