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## Employment Agreement

AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between NuWest Group Holdings LLC. (Employer) with a principal place of business at 325 118<sup>th</sup> Ave SE, Suite 300, Bellevue, WA 98005, and \_\_\_\_\_ (Employee}.

WHEREAS, Employer desires to employ Employee and Employee desires to be employed by Employer in connection with certain aspects of the development or marketing of certain computer systems or other products for Employer and

WHEREAS, in connection with such employment, Employee may be given access to, generate, or otherwise come into contact with certain proprietary and/or confidential information of Employer or clients of Employer; and

WHEREAS, Employee and Employer desire to prevent the dissemination or misuse of such information; NOW, THEREFORE, the parties hereto mutually agree as follows:

### 1. Employment

Employer hereby employs or continues to employ Employee and Employee hereby accepts employment, upon the terms and conditions contained herein and at a compensation as shall be agreed upon from time to time by Employer and Employee. This Agreement shall commence on the date hereof and shall remain in effect for an indefinite time until terminated by either party by giving the other party notice of termination. While employed by Employer, Employee shall devote his or her full working time to Employer's affairs and shall faithfully and diligently serve Employer's interests.

### 2. Confidentiality

Employee recognizes and acknowledges that the systems which Employer owns, plans or develops, whether for its own use or for use by its clients, are confidential and are the property of Employer. Employee further recognizes and acknowledges that in order to enable Employer to perform services for its clients, such clients may furnish to Employer confidential information concerning their business affairs, property, methods of operation or other data; that the goodwill afforded to Employer depends upon, among other things, Employer and its employees keeping such services and information confidential (collectively, including Employer's systems and Employer client information, the "Confidential Information")

### 3. Nondisclosure

Employee agrees that, except as directed by Employer, the Employee will not at any time, whether during or after his/her employment with Employer, disclose to any person or use any Confidential Information, or permit any person to examine and/or make copies of any documents which contain or are derived from Confidential Information, whether prepared by the Employee or otherwise coming into the Employee's possession or control without the prior written permission of Employer.

### 4. Possession

Employee agrees that upon request by Employer, and in any event upon termination of employment, Employee shall turn over to Employer all documents, papers or other material in his possession or under his control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from Employee's services to Employer whether or not such material is at the date hereof in Employee's possession. Employee agrees that the Employee shall have no proprietary interest in any work product developed or used by Employee and arising out of his employment by Employer. Employer shall, from time to time as may be requested by Employer, do all things which may be necessary to establish or document Employer's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments.



#### 5. Non-Competition

Employee agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of, or even the appearance of the use of, the Confidential Information in certain circumstances may cause irreparable damage to Employer and its reputation, or to clients of Employer, Employee shall not, until the expiration of one year after the termination of the employment relationship between Employer and Employee, engage, directly or indirectly, or through any corporations or associates in any business, enterprise or employment which is directly competitive with Client.

#### 6. Saving Provision

Employer and Employee agree and stipulate that the agreements and covenants not to compete contained in the preceding paragraph are fair and reasonable in light of all of the facts and circumstances of the relationship between Employee and Employer; however, Employee and Employer are aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of and not in derogation of the provisions of the preceding paragraph Employer and Employee agree that in the event a court should decline to enforce the provisions of the preceding paragraph, that paragraph shall be deemed to be modified to restrict Employee's competition with Employer to the maximum extent, in both time and geography, which the court shall find enforceable; however, in no event shall the provisions of the preceding paragraph be deemed to be more restrictive to Employee than those contained therein.

#### 7. Injunctive Relief

The Employee acknowledges that disclosure of any Confidential Information or breach of any of the non-competitive covenants or agreements contained herein will give rise to irreparable injury to Employer or clients of Employer, inadequately compensable in damages. Accordingly, Employer or, where appropriate a client of Employer, may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. The Employee further acknowledges and agrees that in the event of the termination of employment with the Employer the Employee's experience and capabilities are such that the Employee can obtain employment in business activities which are of a different or *non*-competing nature with his or her activities as an employee of Employer; and that the enforcement of a remedy hereunder by way of Injunction shall not prevent the Employee from earning a reasonable livelihood. The Employee further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Company's legitimate business interests and are reasonable in scope and content.

#### 8. Employer's Clients

If Employee's employment with Employer terminates for any reason, the Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Employer or its subsidiaries or any person or firm which has contacted or been contacted by Employer as a potential customer or client of Employer; and Employee shall keep in strictest confidence, both during the Employee's employment and subsequent to termination of employment and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for the Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Employer, information as to sources of, and arrangements for, hardware supplied to customers or clients of Employer, submission and proposal procedures of Employer, customer or contact lists or any other Confidential Information.

#### 9. Enforceable

The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of Employee against Employer whether predicated on this Agreement or otherwise.



No individual should imply to an employee that lack of cooperation of a sexual nature would in some way negatively affect a person's employment, assignment, compensation, advancement, career development or any other condition of employment.

If you are the subject of harassment, or whether you witness it or are told of it, you must report it to your direct supervisor/manager or to any other member of management with whom you feel comfortable. You will not be retaliated against for reporting an incident of harassment. When NuWest Group Holdings LLC becomes aware that harassment might exist, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the company to do so. Any employee who feels they have been discriminated against or harassed on the basis of race, color, sex, religion, national origin, age or disability, or believe that they have been discriminated against because of opposing a prohibited practice may also file a charge with the U.S. Equal Employment Opportunity Commission (EEOC). For more information on filing deadlines and filing a charge contact the EEOC at 1-800-669-4000.

NuWest Group Holdings LLC will promptly investigate all allegations of harassment fairly, objectively and remains open-minded during the investigation while considering all the evidence collected. Evidence usually consists of information obtained from interviews with the complaining employee, the alleged offender, and other employees who may have witnessed the conduct. Confidentiality will be maintained to the fullest extent possible. A discreet investigation of any complaint will be undertaken immediately and NuWest Group Holdings LLC will not retaliate against an employee or applicant for making a complaint. If it found that sexual harassment or any other illegal form of harassment is occurring at the workplace, appropriate action on the part of NuWest Group Holdings LLC may include the transfer of an employee to another employer.

#### RELEASE OF REFERENCE INFORMATION

I hereby authorize you to make such inquiries and investigations into my personal, employment, educational, financial or medical history and/or other related matters, as deemed necessary in arriving at an employment decision. As such, I hereby release employers (past or current), schools and other persons from all liability in responding to inquiries connected with my application and I specifically authorize the release of information by any of the schools, businesses, individuals, services or other entities listed by me in this form. Furthermore, I authorize you to release any reference information you obtain to your clients who request such information for purposes of evaluating my credentials and qualifications. I understand I have the right to request information about the nature and scope of the reference material you obtain.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first above written.

Employee:

NuWest Group Holdings LLC.:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



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## 10. Governing law

The Agreement shall be construed in accordance with the laws of the State of Washington.

## 11. General

This Agreement contains the entire agreement of the parties relating to the subject matter hereof. This Agreement may be modified only by an instrument in writing signed by both parties hereto. Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by certified or registered mail to Employee at his residence address as the same appears on the books and records of Employer or to Employer at its principal office, attention of the President, or otherwise as directed by Employer, from time to time. The provisions of this Agreement relating to confidentiality or non-competition shall survive the termination of employment, however caused.

### EQUAL OPPORTUNITY

It is the policy of NuWest Group Holdings LLC. to provide equal employment opportunity in full compliance with all federal, state and local regulations. This provides equal employment opportunity with regard to race, color, sex, religion, national origin, marital status, sexual orientation, ancestry, matriculation, age, disability, appearance, veterans' status, family responsibilities, political affiliation, place of residence, citizenship status and any other characteristic protected by federal, state or local laws. This policy applies to all terms, conditions and privileges of employment. NuWest Group Holdings LLC. stands by the principle of equal employment opportunity in hiring decisions by measuring all candidates in a fair and equal manner and by applying only valid job requirements. In addition, all NuWest Group Holdings LLC. benefits and human resource programs are administered equally regardless of race, color, sex, religion, national origin, marital status, sexual orientation, ancestry, matriculation, age, disability, appearance, veterans' status, family responsibilities, political affiliation, place of residence, citizenship status and any other characteristic protected by federal, state or local laws. All matters relating to employment are based upon ability to perform the job, as well as dependability, reliability and good team attitude.

### Americans with Disabilities Act

NuWest Group Holdings LLC. is committed to complying with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of disability, and protects qualified applicants and employees with disabilities from discrimination in hiring.

### Harassment in the Work place

It is the policy of NuWest Group Holdings LLC. that all employees should be able to work in an environment free from all forms of discrimination, including sexual harassment. It is both illegal and against company policy for any employee, employer, manager, supervisor, customer, vendor, client or other non-employee:

1. To harass another employee by making unwelcome sexual advances or requests for sexual favors, or other verbal or physical conduct of a sexual nature, as a condition of an employee's continued employment, or
2. To harass another employee based on race, color, religion, national origin, age, disability, protected activity and sexual preference
3. To harass another employee of the same gender;
4. To make submission to or rejection of such conduct the basis for employment decisions affecting the employee, or
5. To create an intimidating, hostile or offensive working environment.

Sexual harassment does not refer to casual conversation or compliments of a socially acceptable nature. It refers to behavior which is not welcome and which is personally offensive, interfering with effectiveness or creating uneasiness on the job. Harassing conduct that is prohibited in the workplace includes, but is not limited to: slurs, jokes or degrading comments concerning gender, disability, age, race, color, national origin, sexual orientation or religion; repeated offensive and unwelcome sexual flirtation, advances, or propositions; continual or repeated abuse of a sexual nature; graphic verbal comments about an individual's body; and the display in the workplace of sexually suggestive or offensive objects or pictures. Such conduct, whether committed by supervisors or non-supervisory personnel specifically prohibited.