

- This Employment Agreement is made and entered into effective as of July 1, 2020, by and between Dynamic Consulting, LLC, an Illinois Limited Liability Company and Joel Leichty, a resident of Colorado. The Company and employee agree to the following provisions related to Employee's employment with the Company.

I. THE EMPLOYMENT RELATIONSHIP

- A. The Company shall employ Employee as Power Practice Manager, and employee shall have the duties and responsibilities consistent with such position, as well as other tasks that may be assigned. Employee shall perform all duties to the best of employee's ability, experience, and talents, and shall devote Employee's full business time, attention, and effort to the affairs of the Company, and shall use Employee's best efforts to promote the interests of the Company.
- B. Employee's employment with the Company is subject to the Company's Employee Handbook and such other policies as the Company may establish from time to time. Upon notice to Employee, the Company's handbook and policies are subject to revision at any time, except for the employment "at will" policy, which is not subject to change other than through a fully-integrated individual employment contract that specifically provides for employment other than on an "at-will" basis.
1. The Company will employ Employee on an "at will" basis; the Company or Employee may terminate their relationship at any time, with or without cause, on notice to the other Party. If the Company plans to terminate Employee under reasonable circumstances a 2 month notice period will be given to Employee.

II. COMPENSATION

- A. Salary. Employee shall be paid, in accordance with the normal payroll practices, a salary at the annualized rate listed in the employee's offer letter.
- B. Annual Discretionary Bonus. Employee will be eligible to be awarded an annual bonus that the Company may determine in its discretion.
- C. Incentive Bonus. The Company agrees to pay Employee an incentive bonus of \$100 in consideration of the mutual agreements contained herein. Employee

agrees that this payment is being paid to Employee expressly in exchange for signing this Agreement. The Company shall pay Employee this bonus on Employee's first regularly-scheduled payday following the execution of this Agreement.

- D. This Agreement shall not impair the Company's rights to amend or terminate any benefit, bonus, incentive, or other plan, program, or policy.

III. COVENANTS

A. Acknowledgement of Business Interests. The Company and Employee acknowledge and agree that (1) the Company's business is conducted throughout the United States; (2) the covenants contained in this section are essential elements of this Agreement and that, but for such covenants, the Company would not have entered into this Agreement; (3) Employee's work for the Company has given and will give Employee access to trade secrets of and confidential information concerning the Company; (4) the agreements and covenants contained in this Agreement are essential to protect the business, goodwill, trade secrets, confidential and proprietary business information, and the continued success of the Company; and (5) the agreements and covenants contained in this Agreement are necessary to avoid unfair competition. Employee also acknowledges and agrees that the restrictions imposed on Employee are reasonably necessary to protect the Company's relationships with its employees, customers, and licensors without unduly restricting Employee's future employment by others. Accordingly, Employee covenants and agrees as follows:

1. Non-Competition During Employment. During Employee's employment with the Company and until Employee's termination of employment with the Company for any reason, Employee shall not directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity:
 - a. provide services to any person or entity that engages in any business in the United States that is similar to, or competitive with, the Company's business; and/or
 - b. provide any services that are similar to or competitive with services offered by or developed by the Company, to any person, company, or entity that Employee knows, directly or indirectly, was a customer or potential customer of the

Company at any time during Employee's employment with the Company; and/or

- c. own, manage, operate, or participate in the ownership, management, operation, or control of, or be employed by, any entity doing business in the United States that is in competition with the Company.

2. Non-Solicitation.

- a. During Employee's employment with the Company and for a period of two (2) years following Employee's termination of employment with the Company regardless of reason, employee shall not directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity: hire, solicit, attempt to persuade any employee, consultant, or independent contractor of the Company, or any person who was an employee of the Employee's termination of employment with the Company, to leave the employ of the Company, terminate, the contractual relationship with the Company, or otherwise interfere with the performance of their duties for the Company.
- b. During Employee's employment with the Company and for two (2) years following Employee's termination of employment with the Company regardless of reason, Employee shall not directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity: solicit the sale of any services that are similar to or competitive with services offered by or developed by the Company, to any person, company, or entity that Employee knows, directly or indirectly, was a customer or potential customer of the Company at any time during Employee's employment with the Company.

3. Proprietary Information

- a. Employee acknowledges that, during the time Employee is employed with the Company, Employee has had or will have access to and has learned or will learn Proprietary Information regarding the Company and its business, including, without limitation, all of the following materials and information which (a) have actual or potential independent economic value from not being generally known to the public or to other persons who could obtain economic value from their disclosure or use and (b) are the subject of reasonable efforts by the Company to be kept confidential and proprietary (regardless whether such materials and information are reduced to writing and whether, patentable, or protected by copyright): trade secrets, inventions, processes, formulas, programs, technical data, financial information (including pricing and price quotation techniques, practices and margins), identities, specifications or lists of customers, prospects, suppliers, product sources, or vendors, key employees, personnel and compensation data, marketing plans, strategies and techniques, specific information regarding habits and needs of clients and potential clients, and any other such confidential or proprietary information relating to the Company or its business (collectively "Proprietary Information").
- b. Employee acknowledges, represents, warrants, and agrees that, other than in the direct performance of Employee's duties on behalf of the Company and for the exclusive benefit

of the Company, Employee will not use or disclose, directly or indirectly, any Proprietary Information for Employee's own benefit or that of any other person or entity, and that any such use or disclosure constitutes misappropriation of such Proprietary Information.

Employee acknowledges, represents, warrants, and agrees that all such Proprietary Information is the exclusive property of the Company. Employee acknowledges, represents, warrants, and agrees that the obligations in this Paragraph 3 continue throughout Employee's employment with the Company and also after Employee's employment or relationship with the Company ends, for any reason.

4. Property of the Company; Inventions Assignment.

a. All memoranda, notes, lists, records, emails, computer tapes, programs, software, source code and programming narratives and other documentation and documents or papers (and all copies thereof) relating to the Company, the Company's business, and the Company's customers, including any such items recorded or stored by any electronic means, or by any other method, made or compiled by or on behalf of Employee during the course of Employee's employment by the Company, or made available to Employee during the course of Employee's employment by the Company, and relating to the Company or its customers (excepting only personal compensation records of Employee), shall be and remain the property of the Company, and shall be delivered to the Company without further demand or request upon the termination of Employee's employment with the Company, or at any other time upon request.

b. Employee also acknowledges and agrees that the Company shall own, and Employee hereby assigns to the Company, all of Employee's right, title and interest in, any and all ideas, processes, techniques, and inventions by Employee ("Company Inventions") that are developed or created by Employee during the course of, or in connection with, Employee's employment by the Company. Excluded from the definition of Company Inventions are those inventions that Employee developed entirely on Employee's own time

without using the Company's equipment, supplies, facilities or trade secret information, unless such inventions either (1) relate, at the time of conception or reduction to practice of the invention, to the Company's business or to actual or demonstrably anticipated research or development of the Company, or (2) result from any work performed by the Employee for the Company, in either of which cases such inventions shall constitute Company Inventions.

B. Rights and Remedies Upon Breach. If Employee breaches or threatens to commit a breach of any of the provisions contained in this Section III (Covenants), the Company shall have the following rights and remedies, each of which shall be independent of the others and severally enforceable, and each of

which is in addition to, and not in lieu of, any other rights and remedies available to the Company under law or in equity:

1. Specific Performance. The right and remedy to have the covenants herein specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the covenants would cause irreparable injury to the Company and that money damages would not provide an adequate remedy to the Company.
 2. Accounting & Payment. The right and remedy to require Employee to account for and pay over to the Company all compensation, profits, monies, accruals, increments, or other benefits derived or received by Employee as the result of any action constituting a breach of the covenants herein.
 3. Tolling. If Employee engages in any violation of the covenants set forth in this Agreement, the running of any periods of limitation pertinent to this Section III (Covenants) shall be tolled until such violation shall cease, and shall begin to run again only when Employee is in compliance with the provisions of such covenant, whether voluntarily or pursuant to an order of a court.
- C. Severability of Covenants. Employee acknowledges and agrees that the covenants herein are reasonable and valid in duration and in all other respects. If any court determines that any of the covenants, or any part thereof, is invalid or unenforceable, the remainder of the covenants shall not thereby be affected and shall be given full effect without regard to the invalid portions. If any court determines that any of the covenants, or any part thereof, is unenforceable because of the duration or other scope of such provision, the Parties agree to ask such court to reduce the duration or scope of such provision, as the case may be. The Parties agree that, in its reduced form, such provision shall then be enforceable, and the Parties agree to abide by the provision in its reduced form.
- D. Enforceability; Election of Forum and Venue. The Company and Employee intend to and hereby confer jurisdiction to enforce the covenants and obligations of this Agreement on the Illinois state court located in Cook County, Illinois, or a federal court in Cook County, Illinois, with appropriate subject matter jurisdiction, when any breach or threatened breach of any of the covenants or obligations of this Agreement is alleged to have occurred. Each Party irrevocably waives any objection it, he or she may have now or any time in the future to this choice of venue and further waives any claim that

any suit, legal action, or proceeding brought in any such court has been brought in an inappropriate forum. Employee shall stipulate in any proceeding that this Agreement is to be considered for all purposes to have been executed by and delivered to the Company within the geographic boundaries of the State of Illinois.

IV. COOPERATION AND NOTICE

Employee agrees that Employee will cooperate, including without limitation providing truthful and accurate information, at the request of the Company in the defense or prosecution of any lawsuits or claims in which the Company may be or become involved.

Employee agrees to notify the Company promptly if contacted by any individual or entity regarding any actual or potential legal matters involving the Company. If subject to being compelled by a court of competent jurisdiction to disclose Proprietary Information, Employee agrees to give the Company as much notice as is reasonably practicable before making any such disclosure so that the Company may intervene if it wishes to protect its rights under this Agreement.

Employee agrees to cooperate to the best of their ability in the event of termination of employment in the goal to make any customer or business transition required as seamless and least damaging to the Company as possible. This includes notifying the Company of any potential legal matter involving the company or potential breach of contract between Company and their Clients or other Employees. Employee is aware that the Company's clients are under contract not to solicit current or past employees of the Company.

V. MISCELLANEOUS

- A. Assignment and Successors. This Agreement is personal to Employee, and Employee may not assign duties or obligations under it.
- B. Amendment and Waiver. This Agreement shall not be amended or modified except by a written instrument executed by both Company and Employee, with specific reference to a mutual intention to amend or modify this Agreement. A waiver of any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of any other term, covenant, or condition, and any waiver of any default in any such term, covenant, or condition shall not be deemed a waiver of any later default thereof or of any other term, covenant, or condition.
- C. Severability. If all or any part of this Agreement is declared to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate any portion of this Agreement not declared to be unlawful or invalid. Any provision so declared

to be unlawful or invalid shall, if possible, be construed in a manner that will give effect to the terms of such provision to the fullest extent possible while remaining lawful and valid.

- D. Counterparts. Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.
- E. Captions. The captions of this Agreement are for convenience only. They are not a part of the provisions hereof and shall have no force or effect.
- F. Entire Agreement. This Agreement forms the entire agreement between the parties hereto with respect to the subject matter contained in the Agreement and shall supersede all prior oral or written agreements, promises, and representations regarding the matters herein.
- G. Understanding and Interpretation. Employee warrants that Employee has read this Agreement, understands its contents, and signs it voluntarily, without coercion or duress, with full understanding of its significance and binding effect. Employee agrees that Employee has had the opportunity to negotiate this agreement and agrees that there shall be no presumption of interpretation against any Party on the basis of a particular party having drafted any provision.
- H. Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois, without regard to its choice of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Agreement Date above.

DYNAMIC CONSULTING, LLC

Signed: _____

Name: _____

Title: _____

Employee

Signed: _____

Name: _____

Date: _____