

## EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement") has been made and entered into as of the Signature Date of this Agreement, by and between Meta-Systems Documentation, Inc. (the "Corporation") and the Employee named on the Signature Page (the "Employee"):

WHEREAS, the Corporation desires to ensure that it can employ the services of Employee;

WHEREAS, the Employee has expertise that is of unique value to the Corporation and its clients;  
and

WHEREAS, the Corporation has offered assignment(s) to the Employee subject to the terms and conditions in this Agreement and the Employee has indicated the Employee's willingness to accept such assignment.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set out below, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. CONTRACT ACCEPTANCE. The Corporation agrees to retain the Employee and the Employee agrees to accept the assignment with the Corporation in accordance with the terms and conditions of this Agreement.

2. TERM. The Employee agrees to render services under this Agreement during the period (the "Assignment Period") starting on the Starting Date on the Signature Page and ending on the earlier of the "date of notice of termination" given by the Corporation to the Employee, or the "date of resignation" given by the Employee to the Corporation. For purposes of this Agreement the "date of resignation" will be four (4) weeks after Employee notifies the Corporation of his or her intention to resign. The "date of notice of termination" shall be whatever date is stated in the Corporation's notice.

3. COMPENSATION. For all services rendered by the Employee under this Agreement during the Assignment Period, and subject to the performance of those duties fully in accordance with this Agreement, the Corporation shall pay the Employee, and the Employee agrees to accept, the hourly amount on the Signature page, payable on a semi-monthly basis and only after receipt by the Corporation of time cards or similar documentation bearing the approval from both the Employee and the client (which includes any customers, subcontractors, or clients of the client for whom the Employee renders any services, directly or indirectly). The Employee agrees that the Corporation shall not be required to reimburse the Employee for any out-of-pocket costs, including but not limited to travel and living costs, unless the Corporation has agreed to such reimbursement specifically in writing before such costs are incurred.

4. DUTIES.

a. The Employee is engaged to perform services for and on behalf of the Corporation, including the performance of such duties as are delegated or assigned to the Employee by the Corporation. The Employee shall exert the Employee's best efforts and devote his or her exclusive business time and attention to providing the assignment services to be rendered under this Agreement. The Employee recognizes that the nature of the services to be performed under this Agreement may require that these services be rendered successively, in one or more places of work other than the Corporation's address as set out on the Signature Page, and under the immediate supervision, successively, of one or more clients of the Corporation. The Corporation may, on reasonable notice to the Employee, from time to time during the Assignment Period, direct the Employee to report for duties at any place of work under the supervision of a

representative of the Corporation or of any client of the Corporation.

b. The Employee represents that all the information provided by the Employee to the Corporation in connection with the entering into of this Agreement, including but not limited to information provided in any resume, interview, conversation or correspondence, is true, correct, complete and not misleading.

c. The Employee agrees that while the Employee is performing services hereunder, under the immediate supervision of a client of the Corporation or otherwise, the Employee shall conduct himself or herself in accordance with the highest standards and shall provide competent professional and technical services in the required disciplines.

d. The Employee agrees to be bound by all provisions of the contract between the Corporation and the Corporation's client(s) as if the terms of the contract are set forth herein and the Corporation is the Government. The Employee warrants that it has read all the terms of the contract between the Corporation and the Corporation's clients under which the Employee is being assigned under this Agreement.

5. TERMINATION. Notwithstanding any other provisions of this Agreement, either party to the Agreement may terminate said Agreement upon thirty days written notice without any penalty.

Corporation shall have the right to terminate this Agreement immediately without severance pay or penalty upon giving written notice to Employee, or employees personal or legal representative, if any of the following events shall occur during Employee's employment hereunder:

- a. The death of Employee;
- b. The inability of Employee, by reason of physical or mental disability, to continue the proper performance of his duties.
- c. The failure by Employee to maintain any security clearances or other enabling criteria which are required for eligibility for the assigned responsibilities.
- d. Revocation or suspension of Employees professional license to practice engineering in the State of Maryland.
- e. A decrease in Corporation's workload.
- f. Employee is dismissed for Just Cause. Just Cause shall be defined as the following: (1) dishonesty in the course of employment, (2) failure of Employee to observe or properly perform his duties or obligations under this Agreement, (3) Employee is found guilty of a criminal offense, or (4) any other act or occurrence of Employee which can reasonably endanger Corporation or its standing within the business community.

6. NONCOMPETITION. Employee agrees that during the Assignment Period and for (1) year following the Assignment Period, Employee will not, within a 75-mile radius of the address of the Corporation on the Signature Page, for his or her own account or for any person or organization, directly or indirectly, (a) render or attempt to render services or provide products to any clients of the Corporation to which Employee has been introduced, or about which Employee has received information through the Corporation, or (b) provide information to another person which, by itself or with other information, assists or could assist such other person in providing services or providing products to such clients, without the prior written consent of the Corporation. For the purposes of this paragraph, the term "client" includes any customers, subcontractors, or clients of the client for whom the Employee renders any services, directly or indirectly.

7. CONFIDENTIALITY. The Employee shall not, during the Assignment Period or thereafter, communicate or divulge to or use for the benefit of any person or firm any of the trade secrets, client lists, confidential business information or data of the Corporation, any company or entity controlled by or under

common control of the Corporation, or any client of the Corporation, communicated to or acquired by the Employee while in the assignment of the Corporation. The Employee agrees that any and all files, working papers, tapes, documents, memoranda or other materials used or prepared by the Employee or to which the Employee has access in the course of his or her assignment will remain the sole property of the Corporation. Upon termination of the Assignment Period the Employee shall not, without the written consent of the Corporation, remove or retain any originals or copies of such files, working papers, tapes, documents, memoranda or other materials; and he or she shall turn over to the Corporation all such materials which are in his or her possession, custody or control.

8. ARBITRATION OF DISPUTES. All disputes, claims or questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration and to the final decision of the arbitrators. Either party may make a demand for arbitration by filing such demand in writing with the other party. Arbitration will be conducted in the State of Maryland by three professional arbitrators acting under the rules of commercial arbitration of the American Arbitration Association.

9. NO CHANGES; STRICT PERFORMANCE; CONFORMITY TO LAW. No change or modification of the Agreement shall be valid unless it is in writing and signed by both parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person against whom it is sought to be enforced. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement, or understanding at any future time. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof. If any provision of this Agreement is held to be invalid, such provision shall not be severed from this Agreement; instead, the scope of the rights and duties created thereby shall be reduced by the smallest extent necessary to conform such provision to applicable law, preserving to the greatest lawful extent the intent of the parties to create such rights and duties as set out in this Agreement.

10. GOVERNING LAW. This Agreement shall be subject to and governed by the laws of Maryland.

11. BENEFIT AND BURDEN. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, heirs, and personal representatives. This Agreement shall not be assignable by the Employee.

12. NOTICE. Notice under this Agreement shall be deemed to be given upon notification in writing personally delivered to the Employee or the President of the Corporation, or upon the mailing by certified mail, postage paid, of notification to Employee to his or her then current address as shown in the payroll records of the Corporation, or to Corporation to the address on the Signature Page, Attention: President.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. No statement, promise or inducement made by any party hereto, or agent of either party hereto, which is not contained in this written Agreement, shall be valid or binding. This Agreement supersedes all previous agreements between the parties.

EMPLOYEE AGREEMENT

Name of Employee \_\_\_\_\_

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Starting Date of Assignment \_\_\_\_\_ Initial Client \_\_\_\_\_

Assignment Period \_\_\_\_\_ Indefinite \_\_\_\_\_ Temporary

Hourly rate \_\_\_\_\_

Expected hours to be worked per week \_\_\_\_\_

Expected (Non-Guaranteed) Length of Assignment with This Client \_\_\_\_\_

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The undersigned have carefully read, and understand, the Agreement of which this Signature Page is a part and fully agree to its terms and conditions. Employee acknowledges receiving a signed copy of this Agreement, which consists of 4 pages including this Signature Page.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be signed by its authorized officer, and the Employee has signed this Agreement, on the Signature Date below.

EMPLOYEE

META-SYSTEMS DOCUMENTATION, INC.

\_\_\_\_\_  
Name - Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name - Print

Address and Telephone:

\_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_

By: \_\_\_\_\_

Print Name: David W. Jordan

Title: President

Address: P.O. Box 771  
Mount Airy, MD 21771

\_\_\_\_\_  
Date