



EMPLOYMENT CONTRACT

This Employment Contract (this "Contract") is made effective as of September 19, 2024, by and between **Aramark** of 2400 Market St, Philadelphia, PA 19103, and **Todd Friezer** of

- A. **ARAMARK** is a global provider of food, facilities, and uniform services. **Todd Friezer** will primarily perform the job duties at the following location:
- B. **ARAMARK** seeks to engage the services of **Todd Friezer**.
- C. **Todd Friezer** is an at-will employee of **ARAMARK**, and as such, either party retains the prerogative to terminate the employment agreement at any time.

Therefore, the parties agree as follows:

1. **EMPLOYMENT.** This agreement constitutes the employment contract between **ARAMARK** and **Todd Friezer** for the position of **Maintenance Coordinator**. **Todd Friezer** acknowledges their acceptance of this employment and agrees to perform duties as required by **ARAMARK**, subject to the supervision, advice, and direction of **ARAMARK** and its supervisory personnel.
2. **BEST EFFORTS OF EMPLOYEE.** **Todd Friezer** undertakes to diligently and conscientiously fulfill all obligations outlined in this Contract, utilizing their skills, expertise, and capabilities to the fullest extent. The duties shall be carried out to the reasonable contentment of **ARAMARK**, at locations determined by the exigencies, business operations, or prospects of **ARAMARK**, as may be necessary from time to time.
3. **OWNERSHIP OF SOCIAL MEDIA CONTACTS.** The acquisition of any social media contacts, encompassing individuals identified as "followers" or "friends," derived through accounts established or utilized on behalf of **ARAMARK**, such as email addresses, blogs, Twitter, Facebook, YouTube, or other social media platforms, shall constitute the exclusive property of **ARAMARK**.
4. **COMPENSATION OF EMPLOYEE.** In consideration of the services rendered by **Todd Friezer** pursuant to this Contract, **ARAMARK** shall remunerate **Todd Friezer** with an annual salary of \$76,493.00, payable monthly in accordance with **ARAMARK's** regular payroll practices and subject to applicable federal, state, and local tax withholdings. Upon termination of this Contract, disbursements under this provision shall cease; provided, however, that **Todd Friezer** shall be entitled to remittances for periods or partial periods preceding the termination date, for which remuneration has not yet been disbursed, and for any commission earned in accordance with **ARAMARK's** customary procedures, if applicable. Accrued vacation pay shall be disbursed in accordance with state law and **ARAMARK's** established procedures. This clause within the Contract is included solely for

accounting and payroll purposes and shall not be construed as stipulating a minimum or definite term of employment.

5. **EXPENSE REIMBURSEMENT.** **ARAMARK** shall indemnify **Todd Friezer** for any "outof-pocket" expenses reasonably incurred by **Todd Friezer** in line with the prevailing policies of **ARAMARK** at any given time.
6. **RECOMMENDATIONS FOR IMPROVING OPERATIONS.** **Todd Friezer** shall furnish **ARAMARK** with all information, suggestions, and recommendations concerning the business affairs of **ARAMARK**, to the extent that **Todd Friezer** possesses such knowledge that would confer advantages upon **ARAMARK**.
7. **CONFIDENTIALITY.** **Todd Friezer** acknowledges the existence and anticipated presence of confidential Information held by **ARAMARK**, encompassing inventions, products, product design, processes, technical matters, trade secrets, copyrights, customer lists, costs, business affairs, future plans, and other critical informational assets (collectively referred to as "Information"), deemed valuable, unique, and proprietary to **ARAMARK**. **Todd Friezer** agrees not to disclose, communicate, or divulge, either directly or indirectly, any Information to any third party without the prior written consent of **ARAMARK**. **Todd Friezer** shall maintain strict confidentiality and safeguard the Information accordingly. A breach of this provision by **Todd Friezer** shall constitute a material breach of this Contract and may warrant legal and/or equitable remedies.

This Agreement is compliant with the Defend Trade Secrets Act, affording civil or criminal immunity to any individual disclosing trade secrets: (i) in confidence to a federal, state, or local government official, or to an attorney when disclosed to report suspected legal violations; or (ii) in a lawsuit complaint or other sealed document.

8. **UNAUTHORIZED DISCLOSURE OF INFORMATION.** Should it come to **ARAMARK's** attention that **Todd Friezer** has disclosed, or is contemplating the disclosure of, Information in contravention of this Contract, **ARAMARK** reserves the entitlement to seek injunctive relief. This relief may encompass restraining **Todd Friezer** from divulging, either wholly or partially, said Information, or from rendering any services to any entity to which said Information has been or may be disclosed. This provision shall not preclude **ARAMARK** from pursuing alternative remedies, including claims for losses and damages.
9. **EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER.** **Todd Friezer** shall not possess the authority to execute any agreements or obligations on behalf of **ARAMARK** without obtaining prior express written consent from **ARAMARK**.
10. **BUSINESS WORKING HOURS.** **Todd Friezer's** contractual work commitment shall encompass a weekly duration of 40 hours, to be conducted from Monday through Friday, with the workday commencing at 8:00 am and concluding at 4:00 pm Eastern Standard Time (EST). The core operational hours shall be from 10:00 am to 12:00 pm EST. The designated work location shall be remote.
11. **BENEFITS.** **Todd Friezer** shall be entitled to receive employment benefits as outlined in the policies established by **ARAMARK** during the period of employment. These benefits shall include vacation entitlement, health insurance coverage, life insurance benefits, participation

in the pension plan, enrollment in the 401k retirement savings plan, 401k matching contributions, and provision for vision care.

12. **Vacation.** The Employee shall be entitled to three weeks of paid vacation annually throughout the duration of this Agreement, or as mandated by law, whichever is greater. • The scheduling of vacation time shall be determined through mutual agreement between the Employer and the Employee.
 - In the event of employment termination, the Employer shall provide compensation to the Employee for any accrued and unused vacation days.

13. **TERM/TERMINATION.** Todd Friezer's engagement under this Contract shall be of an indefinite term and subject to the principles of "at-will" employment. **ARAMARK** retains the authority to terminate this Contract upon providing **Todd Friezer** with written notice of 2 weeks, and conversely, **Todd Friezer** possesses the right to terminate this Contract upon furnishing **ARAMARK** with written notice of 2 weeks. In the event of termination initiated by **ARAMARK**, **Todd Friezer** shall be entitled to compensation for a period extending 4 weeks beyond the termination date, unless **Todd Friezer** is found to be in breach of this Contract. Should such a breach occur, **ARAMARK** reserves the prerogative to terminate employment without notice, with compensation provided to **Todd Friezer** only until the date of termination. The compensation disbursed under this Contract shall serve as the exclusive remedy available to **Todd Friezer**.

14. **COMPLIANCE WITH EMPLOYER'S RULES.** **Todd Friezer** hereby undertakes to adhere to all rules and regulations stipulated by **ARAMARK**.

15. **NOTICES.** All notices required or permitted under this Contract shall be in writing and considered duly delivered upon personal delivery or on the third day following deposit in the United States mail, postage paid. Notices shall be addressed as follows:
 - Employer: ARAMARK**
 - Naida Shepherd**
 - Human Resources Manager
 - 2400 Market St,
 - Philadelphia, PA 19103
 - Employee:**
 - Todd Friezer**

- Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

16. **ENTIRE AGREEMENT.** This Contract embodies the entirety of the agreement between the parties, and no other promises or conditions, whether oral or written, in any other agreement, shall prevail. This Contract supersedes any prior written or oral agreements between the parties.

17. **AMENDMENT.** This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

18. **SEVERABILITY.** If any provision of this Contract is deemed invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. Should a court find that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
19. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
20. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Pennsylvania.
21. **SIGNATORIES.** This Contract shall be signed by Naida Shepherd, in her capacity as the Human Resources Manager representing **ARAMARK**, and by **Todd Friezer** in their individual capacity. This Contract shall take effect as of the date first written above.

By: **Naida Shepherd**
Human Resources Manager
ARAMARK

Date: 9/19/2024

By:

Date: _____

Todd Friezer