**Non-CompA#1**

EXECUTIVE NON-COMPETITION AGREEMENT

**Exhibit 10(pp)**

**EXECUTIVE NON-COMPETITION AGREEMENT**

This Agreement is made among Anna Lena Brooks (the “Executive”), ABCD Corporation (the “Corporation”) and ABCD America Bank, N.A. (the “Bank”) (the Corporation and the Bank are collectively designated in this Agreement as the “Company”).

1.      Purpose.    Executive is a senior executive of the Company and has extensive knowledge of the Company’s business and marketing practices, customer and vendor relationships and other matters of a confidential nature which are proprietary and highly valuable to the Company. The Company’s business would be substantially damaged if, following the end of the Executive’s employment by the Company, the Executive were to be employed by a competitor of the Company or to use or disclose to others the Company’s business information. The purpose of this Agreement is to set forth certain agreements between the Executive and the Company relating to the Executive’s activities following the end of the Executive’s employment by the Company.

2.      Non-competition.    Unless otherwise agreed in writing by the Company, the Executive will not, directly or indirectly, in any capacity (including as director, officer, employee, stockholder, partner, owner, consultant or advisor) provide services of any kind, anywhere in the world, until eighteen (18) months following the end of the Executive’s employment by the Company (“Restricted Period”), to any Issuer of MasterCard, VISA, American Express, Discover Card or any other type or credit card or charge card, any bank or other lender which makes consumer loans of any kind, any insurance company or agency which issues or markets personal lines insurance policies, or any affiliate of any such entity. These services include, but are not limited to, services relating to (i) sales, endorsement, co-branding or similar agreements, (ii) product development and marketing, (iii) credit approval and collections, (iv) customer service, (v) funding or other treasury matters, (vi) loan portfolio acquisitions, mergers or other acquisitions, (vii) financial, legal or accounting matters, or (viii) acquisition of or advice or assistance to others to acquire the Corporation or the Bank or beneficial ownership of 10% or more of the Corporation’s Common Stock. In addition, the Executive agrees that during the Restricted Period, the Executive will not provide services to any affinity group or commercial organization, or any affiliate of such entity, relating to an affinity or co-branded credit card, consumer loan or personal lines insurance program with the Company or any other entity. The Executive agrees that these restrictions are reasonable.

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|  | 3. | Confidentiality. |

a.        Following the end of the Executive’s employment by the Company, or sooner upon request of the Company, the Executive will deliver to the Company the originals and all copies of all records and other documents acquired in the Executive’s capacity as an employee of the Company which relate to the Company or its business, customers, vendors or employees and which are in the Executive’s possession or within the Executive’s control, other than records and other documents which (i) are a matter or public record, (ii) relate directly and primarily to the Executive’s compensation and benefits as an employee of the Company, or (iii) the Company gives the Executive permission to retain in the Executive’s possession. The Executive shall not retain or deliver to any other person any copies of any such records or documents.

b.        The Executive will not use for the Executive’s benefit or for the benefit of any person other than the Company, and will not ever disclose to any person who is not a Company employee, or to any Company employee except as necessary in the performance of the Executive’s duties to the Company, any confidential information concerning the Company. The determination of whether information concerning the Company is confidential shall be made by the Company in its sole discretion. The Executive acknowledges that all information concerning the Company, its plans, programs, policies, finances, customers, vendors, employees and business shall be deemed confidential unless a matter of public record or unless publicly known otherwise than through a breach by the Executive of this Agreement.

c.        The Executive will not make any statement in writing, orally or otherwise, to any person, including without limitation any employee, customer or other person known by the Executive to be a business associate of the Company or of its directors, officers or employees, which criticizes, disparages, condemns or impugns the reputation or character of the Company or any director, officer or employee of the Company, whether or not true and whether or not confidential.

d.        The Executive shall not disclose this Agreement or any provision of this Agreement to any person without the Company’s prior written consent except that (i) the Executive may disclose the terms of this Agreement as necessary in connection with obtaining personal tax, financial planning or legal advice; and (ii) the Executive may disclose the terms of Section 2 to any person who proposes to engage the Executive as an employee or consultant. This obligation of the Executive shall continue notwithstanding the filing of a copy of this Agreement with the Securities and Exchange Commission.

e.        Disclosure which otherwise would constitute a breach of this Section 3 shall not be deemed a breach thereof to the extent such disclosure is required by law.

f.        The obligations of the Executive under Section 3.a. and 3.b. shall continue so long as the information remains confidential. The obligations of the Executive under Section 3.d. shall expire eighteen (18) months after the end of the Executive’s employment with the Company.

4.      Consideration to Executive.    As consideration to the Executive for the execution and performance of this Agreement, the Company will issue to the Executive 52,515 shares of the Corporation’s Common Stock subject to the restrictions set forth in Section 5 of this Agreement (“Restricted Shares”) and will make the payments described in Section 6 of this Agreement. Additional consideration to the Executive for the execution and performance of this Agreement includes the continued employment of the Executive by the Company, and the compensation and benefits received and to be received by the Executive in connection with the Executive’s present and future employment by the Company.

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|  | 5. | Restricted Shares. |

a.        Except as provided below in Section 5.b. or as otherwise approved in writing by the Company, the Restricted Shares may not be sold or transferred by the Executive until after the Restricted Period.

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b.        If the Executive’s employment is terminated due to the death or Disability (as defined in the Policies adopted under the Corporation’s 1997 Long Term Incentive Plan (“Policies”)) of the Executive, all restrictions on the Restricted Shares shall lapse.

c.        As described in Section 4, the Restricted Shares have been granted as consideration for the Executive agreeing to the provisions of Sections 2 and 3 of this Agreement. Accordingly, the restrictions on the Restricted Shares shall not lapse upon a Change in Control (as defined in the Policies) or a termination of the Executive’s employment due to Retirement (as defined in the Policies), notwithstanding any provisions in the Policies to the contrary. Furthermore, the Restricted Shares shall not be forfeited as a result of termination of the Executive’s employment, regardless of the reason for termination, notwithstanding any provision in the Policies to the contrary.

d.        If during the Restricted Period the Executive violates any provision of Section 2 of this Agreement, then in addition to any other remedies available at law or in equity or under this Agreement, the Restricted Shares shall be forfeited.

e.        Even if the Executive is no longer obligated to comply with Section 2 of this Agreement in the limited circumstances described in Section 6.a. of this Agreement, the Restricted Shares remain subject to the terms of this Section 5 as these shares have been granted as consideration for the Executive agreeing to the provisions of Sections 2 and 3 of this Agreement. Accordingly, in such case the Restricted Shares may not be sold or transferred during the Restricted Period as provided in Section 5.a. and the Restricted Shares shall be forfeited if during the Restricted Period the Executive violates any provision of Section 2 or 3.

f.        The Corporation agrees to issue the Restricted Shares registered in the name of the Executive upon execution of this Agreement. Thereafter the Executive shall have all of the rights of a stockholder of the Corporation with respect to such shares, including the right to receive dividends and to vote, subject to this Agreement. If any of the shares are forfeited, the Executive authorizes the Corporation to cancel the shares and the certificates for the shares and irrevocably appoints the Corporation as its attorney-in-fact for this purpose. The Corporation will hold certificates representing the shares until the Restricted Period has lapsed or terminated. Upon lapse or termination of the Restricted Period, the Corporation will deliver to the Executive a certificate representing the shares. Certificates delivered to the Executive evidencing such shares may bear a legend to the effect that they may be sold, pledged or otherwise transferred only in accordance with applicable federal and state securities laws. The Executive agrees to sell or transfer such shares only in accordance with applicable laws.

g.        The Executive shall be entitled to receive dividends and distributions paid by the Corporation with respect to the shares subject to the following. Dividends paid by the Corporation in cash with respect to the shares shall be paid to the Executive as and when paid by the Corporation to its stockholders, and the Executive shall be entitled to retain such cash dividends notwithstanding subsequent forfeiture of the shares. Dividends paid by the Corporation in stock or other property or shares issued with respect to Common Stock in connection with a stock split, reclassification of shares or recapitalization of the Corporation, shall be issued in the name of the Executive but retained by the Corporation until expiration of the Restricted Period and, in the event of a forfeiture, shall be retained by the Corporation without payment of any consideration to the Executive.

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|  | 6. | Payments. |

a.        If the Executive’s employment ends (i) as a result of the Executive’s retirement, resignation or otherwise voluntarily by the Executive or (ii) for Cause (as defined below) by the Company, the Company may elect by written notice to the Executive sent within 30 business days following the end of the Executive’s employment, to commence making the payments set forth in Section 6.c. (“Non-Compete Payments”) during the Restricted Period, in which event the Executive shall be required to comply with Section 2 of this Agreement. If the Company does not make such election, the Executive shall not be required to comply with Section 2 of this Agreement. During the 30 business day notice period under this Section 6.a. the Executive shall be required to comply with Section 2 of the Agreement unless the Company sends a written notice to the Executive stating that the Company will not require such compliance.

b.        If the Executive’s employment is terminated by the Company without Cause, the Company shall make the Non-Compete Payments during the Restricted Period and the Executive shall be required to comply with Section 2 of this Agreement.

c.        The Non-Compete Payments will be an amount equal to the Executive’s salary at the time of the Executive’s employment termination payable in bi-weekly installments.

d.        If the Executive fails to comply with Section 2 or 3 of this Agreement, the Company will not be obligated to make the Non-Compete Payments.

e.        The Company will not be obligated to make the Non-Compete Payments if the Executive receives a payment under the Company’s Supplemental Executive Retirement Plan. In such case, the Executive shall still be required to comply with Section 2 of this Agreement.

f.        For purposes of this Agreement, “Cause” shall mean the occurrence of one of the following:

(i)        A conviction of the Executive of (i) a felony or (ii) any lesser crime or offense than a felony involving the property of the Company, provided that such lesser crime or offense causes demonstrable and serious injury to the Company, monetary or otherwise.

(ii)        The willful engaging by the Executive in conduct which has caused demonstrable and serious injury to the Company, monetary or otherwise, as evidenced by a determination in a binding and final judgment, order or decree of a court or administrative agency of competent jurisdiction, in effect after exhaustion or lapse of all rights of appeal, in an action, suit or proceeding, whether civil, criminal, administrative or investigative.

(iii)        Willful gross neglect of the Executive’s duties, willful gross dereliction of duty or other grave misconduct by the Executive and failure to cure such situation within thirty (30) days after receipt of notice thereof from the Chief Executive Officer of the

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Corporation or the Bank. For purposes of this Agreement, no act, or failure to act, by an Executive shall be deemed “willful” unless done, or omitted to be done, not in good faith and without reasonable belief that the Executive’s action or omission was in the best interest of the Company. Notwithstanding the foregoing, an Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters (3/4) of the entire membership of the Board of Directors of the Corporation at a meeting called and held for such purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive’s counsel, to be heard before the Board of Directors, finding that in the good faith opinion of the Board of Directors the Executive is guilty of conduct set forth above in clauses (i), (ii) or (iii) of this subsection and specifying the particulars thereof in detail.

g.        Following termination of the Executive’s employment with the Company, the Executive will be entitled to receive any benefits to which the Executive is entitled under the Company’s pension and profit sharing plans and under its other compensation and benefit plans in accordance with the terms of those plans, including provisions, if applicable, for termination, forfeiture or reduction of benefits upon termination of employment or engaging in competition with the Company. No financial benefits will accrue to the Executive under those plans following the end of the Executive’s employment by the Company.

h.        The Executive will not, as a condition to receipt of the Non-Compete Payments, be required to seek or accept other employment of any kind, nor will any compensation received by the Executive from another employer be deducted or credited against such payments.

i.        The Executive will not be excused from compliance with Section 2 of this Agreement if the Company has failed to make Non-Compete Payments because the Company believes in good faith that the Executive has violated the terms of this Agreement, even if the Company’s belief is incorrect, provided that the Company resumes payments when it determines that its belief is incorrect. In such event, the Executive’s only remedy shall be a suit for damages against the Company.

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|  | 7. | Other Terms. |

a.        In the event of the death or permanent disability of the Executive, this Agreement shall terminate and the Executive shall not be entitled to receive any Non-Compete Payments.

b.        This Agreement represents the entire agreement, and supersedes all prior and contemporaneous agreements and understandings, relative to the same subject matter. Except as set forth below, this Agreement does not affect or amend prior agreements as to the Company’s benefit plans available generally to employees, the Corporation’s Supplemental Executive Retirement Plan if applicable, split dollar insurance agreements if applicable, stock option and restricted stock agreements if applicable, and any Executive Deferred Compensation Plan agreements with the Executive. Notwithstanding the preceding sentence, the Company and the Executive agree that the term “competition” in the Corporation’s Supplemental Executive Retirement Plan and in the Policies adopted under the Corporation’s 1997 Long Term Incentive Plan shall be interpreted to include the activities described in Section 2 of this Agreement.

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b.        This Agreement may not be amended or changed, and neither party shall be deemed to have waived any provision of this Agreement, unless the amendment or change or waiver is set forth in writing signed by a duly authorized officer of the Company and by the Executive. The failure of either party to enforce any term of this Agreement shall not constitute a waiver of any rights or deprive the party of the right to insist thereafter upon strict adherence to that or any other term of this Agreement, nor shall a waiver of any breach of this Agreement constitute a waiver of any preceding or succeeding breach.

c.        The Executive acknowledges that the Executive has read and understands each provision of this Agreement and has had an opportunity for counsel of the Executive’s choice to review this Agreement and that no promises or inducements have been made for the Executive to sign this Agreement except as expressly set forth in this Agreement.

d.        The Executive agrees to pay to the Company any federal, state and local income and other taxes required by law to be withheld with respect to any compensation, benefit or other action taken by or pursuant to this Agreement, including, without limitation, any taxes payable with respect to vesting of restricted stock. Such payment may be made in cash or, with respect to the vesting of the Restricted Shares, by delivering shares of Common Stock, including shares of Common Stock otherwise deliverable in connection with the vesting of the Restricted Shares, as authorized in the Plan and Policies as the same may be amended from time to time. The Company has the right to deduct from any payment of any kind otherwise due the Executive any such taxes, or to retain or sell without notice a sufficient number of Restricted Shares to be issued to the Executive to cover any such taxes. The Executive shall not be entitled to be “grossed up” with respect to any taxes.

e.        This Agreement shall be interpreted under the laws of the State of Delaware, without regard to principles of conflicts of laws.

f.        The Executive agrees that any breach by the Executive of any provision of Section 2 or 3 of this Agreement would cause the Company irreparable damage and that no remedy available at law would be adequate for such violation. Accordingly, in addition to any other remedies available at law or in equity or under any Company benefit or compensation plan or this Agreement, the Company may immediately seek enforcement of this Agreement in a court of appropriate jurisdiction by means of specific performance or injunction, without posting of a bond, or otherwise.

g.        It is the intention of the parties that this Agreement shall be enforceable to the fullest extent allowed by law. In the event that a court holds any provision of Section 2 or Section 3 of this Agreement to be unenforceable, the parties agree that, if allowed by law, that provision shall be reduced to the degree necessary to render it enforceable without affecting the rest of this Agreement, and, if such reduction is not allowed by law, the parties shall promptly agree in writing to a provision to be substituted therefor which will have an effect as close as possible to the invalid provision that is consistent with applicable law. The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity and enforceability of the other provisions hereof.

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h.        This Agreement shall inure to the benefit of and be binding upon and enforceable by the Company’s successors and assigns, including any successor through merger or purchase of substantially all the assets of the Company.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 9th day of August, 1999.

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| WITNESS ATTEST: |  |  |  | EXECUTIVE | | |  |  |
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| /s/ Selma Banks |  |  |  | /s/ Anna Lena Brooks | | |  |  |
|  |  |  |  | Anna Lena Brooks | | |  |  |
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|  |  |  |  | ABCD CORPORATION | | |  |  |
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| /s/ Rodrigo Gonzalez |  |  |  | By: |  | /s/ Selma Banks |  |  |
| Rodrigo Gonzalez |  |  |  |  |  | Selma Banks |  |  |
| Assistant Secretary |  |  |  |  |  | Executive Vice President |  |  |
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|  |  |  |  | ABCD AMERICA BANK, N.A. | | |  |  |
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| /s/ Rodrigo Gonzalez |  |  |  | By: |  | /s/ Selma Banks |  |  |
| Rodrigo Gonzalez |  |  |  |  |  | Selma Banks |  |  |
| Assistant Secretary |  |  |  |  |  | Vice Chairman |  |  |

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**Non-CompA#2**

CONSULTING AND NON-COMPETITION AGREEMENT

**Exhibit 10**

**CONSULTING AND NON-COMPETITION AGREEMENT**

        This Consulting and Non-Competition Agreement is made on July 8th, 2004, by The Dovers Company, L.L.C., a Delaware limited liability corporation, ("Company") and Garry Funkel ("Employee").

        In consideration of the representations in this Agreement, Employee’s retirement, and Employee’s non-competition obligation, Company and Employee agree as follows:

    1.        Retirement.

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|  | (a)               Effective December 31, 2004, Employee will retire from his position as Senior Vice President — Development. |

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|  | (b)               At the time specified in the Annual Bonus Plan, Company will pay Employee an amount reflective of Employee’s performance during 2004, based on Employee’s annual target bonus calculated on the Annual Bonus Plan’s Company metrics and Employee’s personal performance in 2004. |

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|  | (c)               If Employee remains employed and has not violated paragraph 7, Non-Competition, as of December 31, 2004, the amount scheduled for payment on January 1, 2005 under paragraph 11(a) will be paid on January 1, 2005, and the amount scheduled for payment on January 15, 2005 under paragraph 11(c) will become vested, and Company will pay that amount on January 15, 2005. |

    2.        Engagement. Effective January 1, 2005, Company will engage Employee as a consultant, and Employee agrees to hold himself available to personally render, at the request of Company, consulting services for Company, to the best of his ability, upon the terms and conditions set forth in this Agreement.

    3.        Term.

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|  | (a)               This Agreement will start on January 1, 2005 and will end on December 31, 2006, unless it is terminated before that date as permitted by this Agreement. |

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|  | (b)               (i) Employee’s obligations under paragraphs 6(c), 7, 8, 9, and 10 of this Agreement will survive the termination of this Agreement at any time before December 31, 2006 or the expiration of this Agreement on December 31, 2006, except that Employee’s obligations under paragraphs 6(c), 7, 8, 9, and 10 of this Agreement will terminate immediately if Company experiences a “change in control” event, and Company will pay Employee the unpaid remainder of the paragraph 11(a) and 11(c) amounts in a lump sum payment, minus applicable withholdings. This Agreement incorporates by reference and adopts the definition of a “change in control” contained in the Dovers Centers, Inc. and Dovers Realty Group Limited Partnership 2003 “Change of Control Employment Agreement.” |

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|  | (ii) Company’s obligations under paragraphs 11(b) and 11(c) of this Agreement will survive the expiration of this Agreement on December 31, 2006 or the termination of this Agreement before December 31, 2006. |

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|  | (c)               Employee may terminate this Agreement at any time during the term of this Agreement upon thirty days written notice to Company. |

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|  | (d)               Company may terminate this Agreement for “cause” (as defined in this Agreement) at any time during the term of this Agreement. “Cause” is defined as follows: an act of fraud, embezzlement, theft, or other similar dishonest conduct in connection with Employee’s performance of consulting services; intentional action by Employee that is injurious, monetarily (minimum $100,000.00), to Company; criminal conduct; other similar misconduct; Employee’s illness, incapacity, or other inability to perform under this Agreement for a period of six consecutive months; or Employee’s death. Before terminating this Agreement for “cause,” Company will notify Employee of the “cause” and provide Employee a two-week period to cure, if possible, the “cause.” |

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|  | (e)               If Employee voluntarily terminates the consulting services under this Agreement or if Company terminates this Agreement for “cause” (as defined in this Agreement) before December 31, 2006, this Agreement and all of Company’s obligations to Employee under this Agreement, except its obligations under paragraphs 11(b) and 11(c), will end upon the date of the termination of this Agreement. |

    4.        Time Requirement.

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|  | (a)               Employee will reserve twenty-six hours per month to perform consulting services for Company under this Agreement. Company has the right to request that Employee increase this time requirement, based on its business needs, and Employee may, at Employee’s option, perform consulting services in excess of twenty-six hours per month upon mutual agreement. |

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|  | (b)               Employee will maintain a running total of the number of consulting hours pre-approved by Company’s Executive Vice President Chuck T. Dovers and worked by Employee during the twenty-four month period from January 1, 2005 through December 31, 2006 and will submit, on a semi-annual basis, invoices and reconciliations to Company’s Executive Vice President Chuck T. Dovers for approval. |

    5.        Independent Contractor.

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|  | (a)               The consulting relationship between Company and Employee will be an independent contractor relationship, not an employment, agency, partnership, or joint venture relationship. |

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|  | (b)               Employee will have no authority to enter into contracts or agreements on behalf of Company without the advance permission of Company. |

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|  | (c)               Company will determine the consulting services to be done by Employee, but Employee will determine the legal means by which the specified consulting services will be performed. Company seeks the benefits of Employee’s efforts, but the conduct and control of those efforts are solely within Employee’s discretion. Employee will use reasonable efforts to perform the contracted-for consulting services under this Agreement in a diligent and professional manner in accordance with Company’s business requirements. |

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|  | (d)               Employee will be solely responsible for compliance with all tax and regulatory reporting requirements relating to the contracted-for consulting services performed under this Agreement. |

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|  | (e)               To the extent required by law, Employee will comply with the workers’ compensation law concerning his business. Company will have no responsibility to obtain and will not obtain workers’ compensation insurance on behalf of Employee. Employee will indemnify and hold Company harmless from any claims made against Company by Employee for workers’ compensation benefits. |

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|  | (f)               Employee will comply with any applicable laws, rules, regulations, and ethical standards applicable to the performance of the contracted-for consulting services under this Agreement. Employee will indemnify and hold Company harmless from and against any fines and costs, excluding Company legal fees, resulting from any failure by Employee to comply with any applicable laws, rules, regulations, and ethical standards. |

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|  | (g)               Company will indemnify and hold harmless Employee from any claim or cause of action arising out of or in connection with the performance of Employee’s consulting services under this Agreement, to the full extent provided by Company’s Articles of Incorporation and Bylaws. |

    6.        Non-Exclusive Relationship**.**

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|  | (a)               Employee will be held out to the general community as being available for work and will be free to do so, as long as Employee’s activities do not interfere with Employee’s obligations under this Agreement, including the non-competition obligation. This Agreement does not grant Company the exclusive right to Employee’s services. Between July 1, 2004 and December 31, 2004, Employee will be free to engage in discussions and consultations with and to work with potential future clients, partners, associates, or joint venturers if: |

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|  | (i) the discussions do not interfere with Employee’s ability to perform Employee’s normal job duties as Senior Vice President – Development; and |

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|  | (ii) the discussions do not violate the non-competition obligations contained in paragraph 7, Non-Competition, which will also be effective during the July 1 – December 31, 2004 period. |

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|  | (b)               Employee may provide to other persons or business entities services that are either similar or dissimilar to the consulting services that Employee will render to Company under this Agreement as long as those services for other persons or business entities do not interfere with Employee’s obligations under this Agreement, including the non-competition obligation. |

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|  | (c)               (i) If, during the entire period from the date when Employee signs this Agreement through January 15, 2008, Employee wishes to offer to any of the entities named in paragraph 7 or their successors in interest any shopping center development project that is beyond the non-competition zone, as defined in paragraph 7(b), and that has an anchor store of at least 75,000 square feet, excluding a discount store, such as, for example, Wal-Mart, |

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|  | Costco, or Target, Employee, in writing, will notify Company of that project and will furnish Company with “sufficient information” about the project to permit Company to evaluate the project. “Sufficient Information,” for the purpose of this paragraph 6(c), will mean a pro forma income and cost budget, a site plan, and a summary of the zoning requirements. Company will then have a reasonable period of time to evaluate the project and will have the right of first refusal to participate, as an investor, owner, partner, joint venturer, or otherwise, in that project. If Company exercises this right of first refusal, it must do so by responding, in writing, to Employee within thirty days after receiving the “sufficient information.” If Company declines to exercise this right of first refusal on a timely basis, Employee may offer the project to any of the entities named in paragraph 7 or their successors in interest. |

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|  | (ii) Except to the extent provided for in paragraph 6(c)(i), Employee has the right to offer any shopping center development project that is beyond the non-competition zone, as defined in paragraph 7(b), to any other potential investors, owners, partners, joint venturers, or other participants without any restrictions or limitations and without any Company right of first refusal. |

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|  | (iii) Paragraph 7, not paragraph 6(c), will be controlling with regard to any shopping center development project within the non-competition zone, as defined in paragraph 7(b); paragraph 6(c) does not authorize Employee to engage, within the non-competition zone, as defined in paragraph 7(b), in any shopping center development project that has an anchor store of at least 75,000 square feet, excluding a discount store, such as, for example, Wal-Mart, Costco, or Target, unless Company’s President/CEO approves, in advance and in writing, the competing work. |

    7.        Non-Competition. For the entire period from the date when Employee signs this Agreement through January 15, 2008, Employee is prohibited from engaging in any work, as an employee, independent contractor, consultant, owner, or otherwise, either (a) for Funkel Property Group, Garfield, or any of their successors in interest, or (b) for or at any existing or to be developed shopping center (in excess of 200,000 square feet) that is located within ten miles of any shopping center that Dovers Realty Group Limited Partnership owns unless Company’s President/CEO approves, in advance and in writing, the competing work. If a court of competent jurisdiction determines that the scope of the prohibition against competing work or the time or geographical limitations imposed on Employee are unreasonable, excessively broad, or both, the court may instead enforce the scope, time, and geographical limitations as the court deems reasonable and proper. This non-competition provision supersedes and replaces any other non-competition provisions in any other agreements between Company and Employee, specifically including any employment agreement between Company and Employee.

    8.        Non-Solicitation of Employees. For the entire period from the date when Employee signs this Agreement through January 15, 2008, Employee will not, directly or indirectly, either on his own behalf or in the service of or on behalf of any other person or business entity, solicit, hire, or attempt to solicit or hire any person then employed by Company.

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    9.        Non-Disclosure of Confidential Information.

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|  | (a)               Employee will not use or disclose to any third party, except as Employee’s performance of consulting services for Company may require, any of Company’s “Confidential Information” (as defined in this Agreement), whether or not conceived, originated, discovered, or developed by Employee, which Employee may obtain from Company during the term of this Agreement or may have obtained during Employee’s previous employment with Company, unless Company consents, in advance and in writing, to the use or disclosure. This obligation will remain in effect both during the term of this Agreement and for a period of twenty-four months after the termination or expiration of this Agreement. |

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|  | (b)               “Confidential Information” means any and all technical data, sales data, data pertaining to merchants, clients, methods, processes, rents, profits, operating procedures, and any other internal business information that is given to Employee by Company, that is not available to the public, and that pertains to Company, the facilities that it owns or manages, its affiliates or related entities, its officers, its directors, or its shareholders. “Confidential Information” excludes any general or specific information about the industry, retailers, rents, methods, and processes that Employee obtained during the course of his career. |

    10.        Return of Materials. Upon the termination of this Agreement or, at Company’s discretion, at any time before the termination of this Agreement, Employee will promptly deliver to Company all documents and materials of any nature given to Employee by Company pertaining to Employee’s performance of consulting services for Company and will not remove from the premises any documents, materials, or copies. If Employee discovers after the termination of this Agreement that Employee inadvertently retained any documents, materials, or copies, then Employee will not be in violation of this paragraph by delivering to Company, as soon as practicable after the discovery, any documents, materials, or copies. The parties will interpret this paragraph in good faith and reasonably.

    11.        Compensation. In exchange for Employee’s availability to provide consulting services, his performance of consulting services, and the promises in this Agreement, Company will compensate Employee as follows:

|  |  |
| --- | --- |
|  | (a)               For up to 624 hours of consulting services during the twenty-four month period from January 1, 2005 through December 31, 2006, Company will pay Employee, on an automatic basis, the gross amount of $560,000.00, which will be payable in twenty-four, equal, monthly, gross installments of $23,333.00 each, commencing January 1, 2005. For any consulting services requested by Company in excess of 312 hours during either calendar year, Company, in addition, will pay Employee at the rate of $400.00 per hour for each hour of requested consulting services performed in excess of 312 hours during that calendar year, after Company receives from Employee an itemized invoice identifying the date, the amount of time, the project and the services rendered for those requested consulting services. Employee neither will be eligible for nor will receive any employee benefits from Company, except as set forth in this Agreement and the Termination Agreement. |

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|  | (b)               (i) For the eighteen month period starting on January 1, 2005 and ending on June 30, 2006, Company will reimburse Employee for the premiums then in effect for COBRA continuation coverage or, in the event of a family status change, the adjusted premiums for COBRA continuation coverage, if Employee timely elects COBRA continuation coverage. |

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| --- | --- |
|  | If Employee elects to discontinue the COBRA continuation coverage before June 30, 2006 and enrolls in private health insurance coverage before June 30, 2006, Company will reimburse Employee, up to the amount of the COBRA continuation coverage premiums then in effect, through June 30, 2006 for the private health insurance coverage obtained by Employee for Employee and his eligible dependents. |

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|  | (ii) For the six month period starting on July 1, 2006 and ending on December 31, 2006, Company will reimburse Employee up to the amount of the COBRA continuation coverage premiums then in effect, for private health insurance coverage obtained by Employee for Employee and his eligible dependents. |

|  |  |
| --- | --- |
|  | (iii) To receive the reimbursement, Employee must submit proof of payment, such as a cancelled check or a receipt from the insurer verifying payment, to Company’s designated Human Resources Administrator. The eighteen month period during which Company reimburses Employee for the premiums for the COBRA continuation coverage will count as the eighteen month period during which Employee is entitled to exercise COBRA rights. |

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|  | (c)               Company hereby exercises its discretion under Section 2.33 of The Dovers Company Long-Term Performance Compensation Plan (the “LTPCP”) to designate Employee’s termination of employment as a Retirement for purposes of the LTPCP thereby accelerating the vesting of awards granted under the LTPCP. The Company will make the following payments to Employee in the amounts and on the dates listed below: |

|  |  |
| --- | --- |
|  | (i) |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Grant Date of Award | Payment Date | Amount |
| January 1, 2002 | January 15, 2005 | $267,500.00 |
| January 1, 2003 | January 15, 2006 | $287,500.00 |
| January 1, 2004 | January 15, 2007 | $362,500.00 |
| January 1, 2005 | January 15, 2008 | Amount to be determined in January 2005 based on Employee's 2004 job performance |

|  |  |
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|  | (ii) In addition to the amounts listed above, Company will also pay any premium that is payable under the terms then in effect under the Long-Term Performance Compensation Plan at the time the premium is paid to entire company (see attached). |

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|  | (iii) If Employee passes away between the date on which this Agreement is signed and January 15, 2008, Company will pay the amounts identified in paragraph 11(c)(i) and 11(c)(ii) to Employee’s estate beneficiaries on the payment dates specified in paragraph 11(c)(i). |

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|  | (d)               (i) Company will pay the premiums for Employee’s Executive Long Term Disability policy at the current levels, subject to the terms and conditions of that policy, through December 31, 2006. |

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| --- | --- |
|  | (ii) If Employee converts the Basic Group Term Life and Optional Life policy to an individual policy within thirty days after his retirement on December 31, 2004 and satisfies the insurer’s evidence of insurability procedure, Company will pay the premiums for that converted policy, subject to the terms and conditions of that policy, through December 31, 2006. |

    12.        Company’s Remedies Upon Violation.

|  |  |
| --- | --- |
|  | (a)               If Employee, in the reasonable judgment of Company, violates paragraph 7, Non-Competition, paragraph 8, Non-Solicitation of Employees, or paragraph 9, Non-Disclosure of Confidential Information, Employee will forfeit all rights to any further payments under paragraph 11, Compensation, sections (a) and (c), after the date of the violation. Employee’s forfeiture of all rights to any further payments under paragraph 11, Compensation, sections (a) and (c), will be Company’s sole remedy for Employee’s violation of paragraph 7, Non-Competition, paragraph 8, Non-Solicitation of Employees, or paragraph 9, Non-Disclosure of Confidential Information. |

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|  | (b)               A dispute about whether Company exercised “reasonable judgment” in concluding that Employee violated paragraph 7, 8, or 9 will be subject to arbitration under paragraph 15. In the event of a final adjudication in which either party is found to be the prevailing party, the other party will be obligated to pay any costs and attorney fees incurred by the prevailing party. |

    13.        Expense Reimbursement. Company will reimburse Employee for reasonable, necessary, authorized, and pre-approved business expenses (at the service level of a Senior Vice President of the Company, which is currently first class air travel, but is subject to change) incurred in the course of Employee’s consulting services for Company. Employee will report these expenses and will submit supporting documentation in accordance with Company’s procedures. Company will pay approved expenses within thirty days of submission of the expense report and supporting documentation.

    14.        Governing Law. This Agreement is made under and will be construed in accordance with the laws of the State of Michigan, excluding its choice of law rules.

    15.        Arbitration. Any dispute arising out of or relating to the performance or breach of this Agreement, the termination of this Agreement, or the meaning of or obligations imposed by this Agreement will be decided by arbitration under and in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association then in effect and conducted in Oakland County, Michigan. An arbitration award may be entered as a judgment in any court of competent jurisdiction.

    16.        Severability. If any provision of this Agreement is ruled to be illegal or unenforceable, the rest of this Agreement will remain enforceable.

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    17.        Waivers. The waiver by either party of a violation by the other party of any provision of this Agreement will not operate or be construed as a waiver of any subsequent violation. Any waiver of an obligation under this Agreement will only be valid if it is in writing and signed by an authorized representative of the waiving party.

    18.        Notices. Any notice required by the Agreement to be given or made to a party must be in writing and delivered in person or sent by certified, first class mail, return receipt requested, or equivalent, to the address of each party appearing below its signature. The address may be changed by notifying the other party, in writing, of the new address.

    19.        Statutes of Limitations. Any claim by Employee must be brought within thirty-six months after the termination or expiration of this Agreement. Employee waives any statutes of limitation to the contrary.

    20.        Assignment. This Agreement contemplates personal services by Employee, and Employee cannot transfer or assign Employee’s rights or obligations under this Agreement, except to a business entity formed and controlled by Employee. If Employee transfers any rights to Employee’s business entity, both Employee and the business entity will remain subject to the Employee’s obligations under paragraphs 7, 8, and 9 of this Agreement. Company cannot transfer or assign its rights or obligations under this Agreement.

    21.        Conflicting Agreements. Employee has no other contracts or agreements with or obligations to any other person or entity that might conflict with Employee’s obligations under this Agreement.

    22.        Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them about the subject matter of this Agreement. There are no other representations or agreements, oral or written, modifying the terms of this Agreement.

    23.        Amendment. No amendment of this Agreement will be effective unless it is made in writing and signed by each party.

    24.        Multiple Copies. This Agreement is made in multiple copies, each of which will constitute an original, and all of which together will constitute one instrument.

    25.        Captions. The captions in this Agreement are for the convenience of the parties only and have no effect on the meaning or the interpretation of this Agreement.

    26.        Full and Final Release of All Claims.

|  |  |
| --- | --- |
|  | (a)               In exchange for Company’s obligations under this Agreement, Employee will sign, at the time of his retirement on December 31, 2004, the attached Full and Final Release of All Claims. |

|  |  |
| --- | --- |
|  | (b)               In exchange for Employee’s obligations under this Agreement, Company will sign, at the time of Employee’s retirement on December 31, 2004, a Full and Final Release of All Claims. |

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| **THE DOVERS COMPANY, L.L.C** | **GARRY FUNKEL** |
|  |  |
|  |  |
| By: /s/ Chuck T. Dovers | By: /s/ Garry Funkel |
|  |  |
| Its: Executive Vice President | Dated: 7-8-04 |
|  |  |
| Dated: 7-8-04 |  |
|  |  |
| Address: |
|  |
| Butt, MI 48303 | Millroy, MI 48080 |

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**Non-CompA#3**

NON-COMPETITION AND NON-DISCLOSURE AGREEMENT

Exhibit 10.3

**NON-COMPETITION AND NON-DISCLOSURE AGREEMENT**

THIS NON-COMPETITION AND NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2005, by and between LITHIUM HOLDINGS, INC., (hereinafter referred to as “LITHIUM” and as defined in Paragraph 11) and L ROB CLOVER (hereinafter referred to as “MR. CLOVER”).

WHEREAS, MR. CLOVER is an employee of LITHIUM in a key leadership and strategic position;

WHEREAS, LITHIUM and MR. CLOVER acknowledge that, in MR. CLOVER’s capacity as an employee of LITHIUM, MR. CLOVER did contribute to and/or receive Confidential Information, and MR. CLOVER acknowledges that LITHIUM will suffer irreparable harm if MR. CLOVER, after having developed and/or created and/or becoming familiar with any such Confidential Information, makes any unauthorized disclosure or communication of such Confidential Information to any third party or makes any use of such Confidential Information wrongfully or in competition with LITHIUM;

WHEREAS, MR. CLOVER has indicated his interest in retiring; and

WHEREAS, LITHIUM desires to receive from MR. CLOVER a covenant not to engage (either directly or indirectly) in competition with, or to solicit any client or account of, LITHIUM; and

WHEREAS, LITHIUM desires to receive from MR. CLOVER a covenant not to disclose certain information relating to LITHIUM’s business; and

WHEREAS, LITHIUM and MR. CLOVER desire to confirm the terms and conditions of their agreements and understandings.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the parties hereto agree as follows:

1.  Covenants Not to Compete or Disclose. MR. CLOVER acknowledges that the services rendered to LITHIUM in the aforesaid capacity are of a special character which have a unique value to LITHIUM, the loss of which cannot be adequately compensated by damages in an action of law. MR. CLOVER agrees that by virtue of his employment, he has gained a special and unique understanding of LITHIUM’s business in the formulation, processing, manufacturing, sale, and marketing of LITHIUM’s battery and battery related products and LITHIUM’s wet-shave products, as well as other products formulated, processed, manufactured, sold, or marketed by LITHIUM during the tenure of MR. CLOVER’s employment. MR. CLOVER at all times recognizes and respects the advantageous business relationship which exists between LITHIUM and present and potential customers who have been made aware of the products and services of LITHIUM. MR. CLOVER makes the covenants contained in this Agreement in view of (i) the unique value of the services of MR. CLOVER for which LITHIUM has employed MR. CLOVER; (ii) the Confidential Information obtained by or disclosed to MR. CLOVER as an employee of LITHIUM; and (iii) LITHIUM’s agreement to provide MR. CLOVER with consideration as provided herein.

2.    Non-Competition.

a.    MR. CLOVER agrees that for a period of five (5) years after termination of MR. CLOVER’s employment -- *i.e.,* from January 25, 2005 through January 25, 2010 -- (“the Non-Compete Period”), MR. CLOVER will not compete against LITHIUM in LITHIUM business.

b.    For purposes of this Agreement, “LITHIUM business” shall mean any of the following business activities: all aspects of manufacturing, marketing, distributing, consulting with regard to, and/or operating a facility for the manufacturing, processing, marketing, or distribution of batteries, lighting products, rechargeable batteries, related battery and lighting products, and wet-shave products. “LITHIUM business” includes products and/or methods that presently are used, were used, or are under development or consideration, whether or not completed, for use by LITHIUM as of the date MR. CLOVER’s employment terminates.

c.    For purposes of this Agreement, to “compete” means to accept or begin employment with, advise, finance, own (partially or in whole), consult with, or accept an assignment through an employer with any third party world wide in a position involving or relating to LITHIUM business.

d.    This Agreement does not preclude MR. CLOVER from buying or selling shares of stock in any company that is publicly listed and traded in any stock exchange or over-the-counter market. Provided, however, that MR. CLOVER may not use Confidential Information to engage in, or induce others to engage in, insider trading as prohibited by federal and state securities laws.

MR. CLOVER acknowledges and agrees that the foregoing restrictions are reasonable and necessary for the protection of the goodwill and business of LITHIUM and are enforceable in view of, among other things; (i) the narrow range of activities prohibited, (ii) the national and international markets in which LITHIUM operates, (iii) the Confidential Information to which MR. CLOVER had access during his employment, and (iv) MR. CLOVER’s background and qualifications are such that the restrictions will not impose an undue hardship on MR. CLOVER nor unreasonably interfere with MR. CLOVER’s ability to earn a livelihood. The parties hereby acknowledge that the nature of the business conducted by LITHIUM and the position of LITHIUM in the battery and wet-shave industry mandate the foregoing non-competition restriction for a substantial duration in order to protect and preserve the competitive advantage and goodwill of LITHIUM.

3.    Non-Solicitation.    For the duration of the Non-Compete Period, MR. CLOVER shall not (i) induce or attempt to induce any employee of LITHIUM to leave the employ of LITHIUM or in any way interfere with the relationship between LITHIUM and its employees or (ii) induce or attempt to induce any customer, supplier, distributor, broker, or other business relation of LITHIUM to cease doing business with LITHIUM, or in any way interfere with the relationship between any customer, supplier, distributor, broker or other business relation and LITHIUM.

4.    Confidentiality of Information.

 MR. CLOVER acknowledges that the information, observations and data relating to the formulation, processing, manufacturing, sale and marketing of LITHIUM's batteries, battery related products, and wet-shave products obtained by MR. CLOVER during the course of MR. CLOVER’s employment with LITHIUM (the "Confidential Information") are confidential and the exclusive property of LITHIUM. MR. CLOVER agrees that he will not disclose to any unauthorized persons or use for MR. CLOVER’s own account or for the benefit of any third party (other than LITHIUM) any of such Confidential Information without LITHIUM’s prior written consent, unless and to the extent that such Confidential Information becomes generally known to, and available for use by, the public other than as a result of MR. CLOVER’s acts or failure to act.

 For purposes of this Agreement, “Confidential Information” means all information with respect to the conduct or details of the business and operations of LITHIUM, including but not limited to current and planned information systems; the names, addresses or particular desires or needs of its customers; the bounds of its markets; the prices charged for its services or products; its market share; marketing strategies and promotional efforts in any market; product development, manufacturing processes, and research and development projects; formulas, inventions and compilations of information, records or specifications; future product or market developments, financial information, information regarding suppliers, and costs of raw materials and other supplies; financing programs, overhead distribution and other expenses; conversion costs; contemplated, pending, or completed acquisitions; or personnel. MR. CLOVER understands and agrees that such “Confidential Information” is important, material and confidential, and that disclosure would gravely affect the successful conduct of LITHIUM’s businesses. The obligation to protect Confidential Information is on-going and does not expire upon the termination of the parties’ contractual relationship.

5.    Specific Performance. MR. CLOVER acknowledges that irreparable injury will be caused to LITHIUM by any breach or threatened breach of any of the provisions of paragraphs 2 through 4 and MR. CLOVER therefore agrees that, in the event of any breach or threatened breach, LITHIUM, in addition to all of the rights and remedies at law or in equity as may exist in its favor, shall have the right, in a court of law or equity having jurisdiction, to enforce the specific performance of the foregoing provisions. In the event of an action in a court of law or equity to enforce any provision of this Agreement, MR. CLOVER shall be responsible for all expenses incurred by LITHIUM in connection therewith, including, but not limited to, LITHIUM’s reasonable attorney’s fees and costs.

6.    Reasonableness of Restrictions. MR. CLOVER has carefully read and considered the provisions of paragraphs 2, 3, and 4 hereof, and having done so, agrees that the restrictions set forth in such paragraphs (including, but not limited to, the time period of the restriction set forth in paragraph 2 hereof) are fair and reasonable and required for the protection of the interests of LITHIUM, its officers, directors, and other employees.

7.    Waiver. The failure by LITHIUM to enforce at any time any of the provisions hereof or to require at any time performance by MR. CLOVER of any provisions hereof, shall in no way be construed to be a release of MR. CLOVER or waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of LITHIUM thereafter to enforce every such provision in accordance with the terms of this Agreement.

8.    Savings and Severability Clause.

(a)  Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law or to be contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future statute, law, government regulation or ordinance contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement affected shall be curtailed and restricted only to the extent necessary to bring them within legal requirements.

(b)    If any provision of the covenants and agreements hereof above shall be held invalid or unenforceable because of the scope of the territory or the actions thereby restricted, or the period of time within which such covenant or agreement is operative, or for any other reason, it is the intent of the parties hereto that such provision shall be construed by limiting and reducing it, or, if necessary eliminating it so that the provisions hereof shall be valid and enforceable to the extent compatible with applicable law as determined by a court of competent jurisdiction.

9.    Burden and Benefit. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their legal representatives, successors, and permitted assigns.

10.    Governing Law. All questions pertaining to the validity, construction, execution, and performance of this Agreement shall be construed in accordance with, and be governed by, the laws of the State of Missouri, without giving effect to the choice of law principles thereof.

11.    LITHIUM Defined. For purposes of this Agreement, the term “LITHIUM” as used herein shall include LITHIUM Holdings, Inc., Eveready Battery Company, Inc., Schick Manufacturing, Inc., all subsidiary and affiliated companies, predecessors, and successors of the aforementioned, and all officers, directors, agents, and employees of any of the aforementioned.

12.    Restricted Stock Equivalent Award

(a) Grant. In exchange for signing this Agreement, MR. CLOVER will receive a grant of 10,000 restricted common stock equivalents (“Equivalents”) effective as of his termination date. This grant shall be pursuant to, and subject to the terms of, the LITHIUM Holdings, Inc. 2000 Incentive Stock Plan (“the Plan”).

(b) Vesting and Payment. All restricted stock granted pursuant to this Agreement will vest January 25, 2010. At such time, each vested Equivalent will convert into one share of LITHIUM’s $.01 par value Common Stock, which will be issued to MR. CLOVER.

(c) Dividends. At the time of payment of shares of Common Stock to MR. CLOVER, as described in (b) above, MR. CLOVER will also receive an additional cash payment equal to the amount of dividends, if any, which would have been paid on the shares of Common Stock issued to him if MR. CLOVER had actually acquired those shares on the date of crediting of his Equivalents. No interest shall be included in the calculation of such additional cash payment.

(d) Forfeiture. All unvested unrestricted stock equivalents credited to MR. CLOVER will be forfeited upon a determination by the Board of Directors of LITHIUM Holdings, Inc. that MR. CLOVER has violated any provision of paragraph 2, 3, or 4 hereof.

(e) Acceleration. Notwithstanding anything in (b) above, all Equivalents credited to MR. CLOVER will immediately vest, convert to shares of Common Stock, and be paid to MR. CLOVER, his designated beneficiary, or his legal representative, in accordance with the terms of the Plan, in the event of:

 (i)    MR. CLOVER’s death;

 (ii)    a declaration of MR. CLOVER’s total and permanent disability; or

 (iii)    a Change of Control of LITHIUM, which for purposes of this Agreement shall be deemed to occur when *(a)* a person, as defined under the U.S. securities laws, acquires beneficial ownership of more than fifty percent (50%) of the outstanding voting securities of LITHIUM; or *(b)* the directors of LITHIUM immediately before a business combination between LITHIUM and another entity, or a proxy contest for the election of directors, shall, as a result thereof, cease to constitute a majority of the Board of Directors of LITHIUM Holdings, Inc. or any successor corporation. Notwithstanding the foregoing, however, a Change of Control which is approved in advance by a majority of the Board of Directors of LITHIUM Holdings, Inc. shall not trigger acceleration as described in this paragraph 12(e)(iii).

13.    Notices. Any notices necessary or required to be given under this Agreement shall be sufficiently given if in writing, and personally delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, to the last known addresses of the parties hereto, or to such other address or addresses as any of the parties shall have specified in writing to the other party hereto.

14.    Consent to Advise Third Parties. MR. CLOVER agrees LITHIUM may advise any third party that LITHIUM deems necessary of the existence of this Agreement and of its terms. MR. CLOVER agrees that LITHIUM shall have no liability for so notifying any third party and hereby irrevocably waives any right to assert any such liability in the future.

15.    Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the matters contained herein, and no modification, amendment, or waiver of any of the provision of this Agreement shall be effective unless in writing and signed by all parties hereto. This Agreement constitutes the only agreement between the parties hereto with respect to the matters herein contained.

16.    Modifications. No change or modification of this Agreement shall be valid unless the same is in writing and signed by all the parties hereto. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

17.    Effect of MR. CLOVER’s Signature. By the signing of this Agreement, MR. CLOVER signifies that MR. CLOVER has fully read, completely understands, and voluntarily agrees with this Agreement consisting of six (6) pages and seventeen (17) paragraphs and knowingly and voluntarily accepts all of its terms and conditions.

IN WITNESS WHEREOF, LITHIUM and MR. CLOVER have duly executed this Agreement as of the date first above written.

LITHIUM HOLDINGS, INC.                       L ROB CLOVER

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

Rachael Sour

Vice President

Human Resources

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_             Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

     Witness:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

     Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Non-CompA#4**

EX-10.3

**Exhibit 10.3**

**NONCOMPETITION AGREEMENT**

In recognition of your critical role as a senior executive with WMS Corporation (“WMS”) and in recognition of your access to WMS Confidential Information and/or WMS customer goodwill by virtue of your position, and/or your membership on the Growth & Transformation Team, and/or your appointment as an WMS Fellow, and/or as consideration for your promotion or hiring as a senior executive, along with your eligibility for awards to be granted to you under an WMS Long-Term Performance Plan, and/or for other good and valuable consideration, you (“Employee” or “you”) agree to the terms and conditions herein of this Noncompetition Agreement (the “Agreement”).  Capitalized terms not otherwise defined shall have the meaning ascribed to them in Paragraph 2.

**1.**             **Covenants.**

You acknowledge and agree that:

a)            the compensation that you will receive in connection with this Agreement, including any equity awards, cash and other compensation, your position as a senior executive, and/or your appointment to or continued membership on the Growth & Transformation Team or any successor team or group (“NBT”), if applicable, and/or your appointment as an WMS Fellow, if applicable, is consideration both for your work at WMS and for your compliance with the post-employment restrictive covenants included in this Agreement.

b)            (i) the business in which WMS and its affiliates (collectively, the “Company”) are engaged is intensely competitive and your employment by WMS and/or your membership on the NBT, if applicable, and/or your role as an WMS Fellow, if applicable, requires that you have access to, and knowledge of, WMS Confidential Information, including WMS Confidential Information that pertains not only to your business or unit, but also to the Company’s global operations; (ii) you are given access to, and develop relationships with, customers of the Company at the time and expense of the Company; and (iii) by your training, experience and expertise, your services to the Company are, and will continue to be, extraordinary, special and unique.

c)             (i) the disclosure of WMS Confidential Information would place the Company at a serious competitive disadvantage and would do serious damage, financial and

otherwise, to the business of the Company; and (ii) you will keep in strict confidence, and will not, directly or indirectly, at any time during or after your employment with WMS, disclose, furnish, disseminate, make available or use, except in the course of performing your duties of employment with WMS, any WMS Confidential Information or any other trade secrets or confidential business and technical information of the Company’s customers or vendors, without limitation as to when or how you may have acquired such information.

d)            WMS Confidential Information, whether reduced to writing, maintained on any form of electronic media, or maintained in your mind or memory and whether compiled by the Company and/or you, is owned by the Company, and (i) WMS Confidential Information includes, but is not limited to, information that derives independent economic value from not being generally known to or readily ascertainable through proper means by others who can obtain economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain the secrecy of such information; (ii) WMS Confidential Information includes, but is not limited to, information that constitutes a trade secret of the Company; and (iii) the retention and/or use of such WMS Confidential Information by you during or after your employment with WMS (except in the course of performing your duties and obligations to the Company) shall constitute a misappropriation of the Company’s trade secrets.

e)             during your employment with WMS and for twelve (12) months following the termination of your employment either by you or by WMS: (i) you will not directly or indirectly, within the Restricted Area, Engage in or Associate with (a) any Business Enterprise or (b) any competitor of the Company, if performing the duties and responsibilities of such engagement or association could result in you (1) intentionally or unintentionally using, disclosing, or relying upon WMS Confidential Information to which you had access by virtue of your job duties or other responsibilities with WMS or (2) exploiting customer goodwill cultivated in the course of your employment with WMS; however, in the event that your employment with WMS is terminated by WMS as a direct result of a resource action or similar restructuring action and not for Cause, the post-employment restriction in this clause will not apply; and (ii) you will not directly or indirectly solicit, for competitive business purposes, any actual or prospective customer of the Company with which you were directly or indirectly involved as part of your job responsibilities during the last twelve (12) months of your employment with WMS.

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f)             during your employment with WMS and for two (2) years following the termination of your employment either by you or by WMS for any reason, you will not directly or indirectly, within the Restricted Area, hire, solicit or make an offer to, or attempt to or participate or assist in any effort to hire, solicit, or make an offer to, any Employee of the Company to be employed or to perform services outside of the Company.

**2.**             **Definitions.**

The following terms have the meanings provided below.

a)            “Business Enterprise” means any entity that engages in, or owns or controls an interest in any entity that engages in, competition with any business unit or division of the Company in which you worked at any time during the three (3) year period prior to the termination of your employment.

b)            “Cause” means, as reasonably determined by WMS, the occurrence of any of the following: (i) embezzlement, misappropriation of corporate funds or other material acts of dishonesty; (ii) commission or conviction of any felony or of any misdemeanor involving moral turpitude, or entry of a plea of guilty or nolo contendere to any felony or misdemeanor (other than a minor traffic violation or other minor infraction); (iii) engagement in any activity that you know or should know could harm the business or reputation of the Company; (iv) failure to adhere to the Company’s corporate codes, policies or procedures; (v) a breach of any covenant in any employment agreement or any intellectual property agreement, or a breach of any other provision of your employment agreement, in either case if the breach is not cured to the Company’s satisfaction within a reasonable period after you are provided with notice of the breach (no notice and cure period is required if the breach cannot be cured), provided, however, that the mere failure to achieve performance objectives shall not constitute Cause; (vi) failure by you to perform your duties or follow management direction, which failure is not cured to the Company’s satisfaction within a reasonable period of time after a written demand for substantial performance is delivered to you (no notice or cure period is required if the failure to perform cannot be cured); (vii) violation of any statutory, contractual or common law duty or obligation to the Company, including, without limitation, the duty of loyalty; (viii) rendering of services for any organization or engaging directly or indirectly in any business which is or becomes competitive with the Company, or which organization or business, or the rendering of services to

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such organization or business, is or becomes otherwise prejudicial to or in conflict with the interests of the Company; or (ix) acceptance of an offer to Engage in or Associate with any business which is or becomes competitive with the Company.

c)             “Employee of the Company” means any employee of the Company who worked within the Restricted Area at any time in the twelve (12) month period immediately preceding any actual or attempted hiring, solicitation or making of an offer.

d)            “Engage in or Associate with” includes, without limitation, engagement or association as a sole proprietor, owner, employer, director, partner, principal, joint venturer, associate, employee, member, consultant, or contractor.  The phrase also includes engagement or association as a shareholder or investor during the course of your employment with WMS, and includes beneficial ownership of five percent (5%) or more of any class of outstanding stock of a Business Enterprise or competitor of the Company following the termination of your employment with WMS.

e)             “WMS Confidential Information” is any information of a confidential or secret nature that is disclosed to you, or created or learned by you that relates to the business of the Company, including trade secrets.  Examples of WMS Confidential Information include, but are not limited to:  the Company’s formulae, patterns, compilations, programs, devices, methods, techniques, software, tools, systems, and processes, the Company’s selling, manufacturing, and servicing methods and business techniques, implementation strategies, and information about any of the foregoing, the Company’s training, service, and business manuals, promotional materials, training courses, and other training and instructional materials, vendor and product information, customer and prospective customer lists, other customer and prospective customer information, client data, global strategic plans, marketing plans, information about the Company’s management techniques and management strategies, information regarding long-term business opportunities, information regarding the development status of specific Company products, assessments of the global competitive landscape of the industries in which the Company competes, plans for acquisition or disposition of products or companies or business units, expansion plans, financial status and plans, compensation information, and personnel information.

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f)             “Restricted Area” means any geographic area in the world in which you worked or for which you had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of your employment with WMS.  You acknowledge that WMS is a global company and that the responsibilities of certain WMS employees, including, without limitation, NBT members, are global in scope.

**3.**             **Acknowledgements.**

You acknowledge that a mere agreement not to disclose, use, or rely on WMS Confidential Information after your employment by WMS ends would be inadequate, standing alone, to protect WMS’s legitimate business interests.  You acknowledge that disclosure of, use of, or reliance on WMS Confidential Information, whether or not intentional, is often difficult or impossible for the Company to detect until it is too late to obtain any effective remedy.  You acknowledge that the Company will suffer irreparable harm if you fail to comply with Paragraph 1 or otherwise improperly disclose, use, or rely on WMS Confidential Information.  You acknowledge that the restrictions set forth in Paragraph 1 are reasonable as to geography, scope and duration.

**4.**             **Injunctive Relief.**

You agree that the Company would suffer irreparable harm if you were to breach, or threaten to breach, any provision of this Agreement and that the Company would by reason of such breach, or threatened breach, be entitled to injunctive relief in a court of appropriate jurisdiction, without the need to post any bond, and you further consent and stipulate to the entry of such injunctive relief in such a court prohibiting you from breaching, or further breaching, this Agreement.  This Paragraph shall not, however, diminish the right of the Company to claim and recover damages in addition to injunctive relief.

**5.**             **Severability.**

In the event that any one or more of the provisions of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.  Moreover, if any one or more of the provisions contained in this Agreement shall be held to be excessively broad as to duration, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable

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to the maximum extent allowed by applicable law.  Furthermore, a determination in any jurisdiction that this Agreement, in whole or in part, is invalid or unenforceable shall not in any way affect or impair the validity or enforceability of this Agreement in any other jurisdiction.

**6.**             **Headings.**

The headings in this Agreement are inserted for convenience and reference only and shall in no way affect, define, limit, or describe the scope, intent or construction of any provision hereof.

**7.**             **Waiver.**

The failure of WMS to enforce any terms, provisions or covenants of this Agreement shall not be construed as a waiver of the same or of the right of WMS to enforce the same.  Waiver by WMS of any breach or default by you (or by any other employee or former employee of WMS) of any term or provision of this Agreement (or any similar agreement between WMS and you or any other employee or former employee of WMS) shall not operate as a waiver of any other breach or default.

**8.**             **Successors and Assigns.**

This Agreement shall inure to the benefit of and be binding upon WMS, any successor organization which shall succeed to WMS by acquisition, merger, consolidation or operation of law, or by acquisition of assets of WMS and any assigns.  You may not assign your obligations under this Agreement.

**9.**             **Disclosure of Existence of Covenants.**

You agree that while employed by WMS and for two (2) years thereafter, you will communicate the contents of this Agreement to any person, firm, association, partnership, corporation or other entity which you intend to be employed by, associated with or represent, prior to or at the time of accepting such employment, association or representation.

**10.**          **Notice to WMS of Prospective Position.**

You agree that if, at any time during your employment or within twelve (12) months following the termination of your employment with WMS, you are offered and intend to accept a position with any person, firm, association, partnership, corporation or other entity other

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than the Company, you will provide the Senior Vice President of Human Resources for WMS Corporation with two (2) week written notice prior to accepting any such position.  This two (2) week written notice is separate from any other notice obligations you may have under agreements with WMS.  If for any reason you cannot, despite using your best efforts, provide the two (2) week written notice prior to accepting any such position, you agree that you will provide two (2) week written notice prior to commencing that new position.  You acknowledge and agree that a two (2) week written notice period is appropriate and necessary to permit WMS to determine whether, in its view, your proposed new position could lead to a violation of this Agreement, and you agree that you will provide WMS with such information as WMS may request to allow WMS to complete its assessment (except that you need not provide any information that would constitute confidential or trade secret information of any entity other than the Company).  During the notice period required by this Paragraph, WMS may choose, in its sole discretion, to limit your duties in your position with WMS and to restrict your access to WMS’s premises, systems, products, information, and employees.  WMS is committed to protect its trade secrets and other confidential and proprietary information, and will take all necessary and appropriate steps to do so.  Upon giving notice, you agree to cooperate with WMS in good faith to ensure that its trade secrets and other confidential and proprietary information are not disclosed, either intentionally or inadvertently.

**11.**          **No Oral Modification.**

This Agreement may not be changed orally, but may be changed only in a writing signed by the Employee and a duly authorized representative of WMS.

**12.**          **Entire Agreement.**

Although this Agreement sets forth the entire understanding between the Employee and WMS concerning the restrictive covenants herein, this Agreement does not impair, diminish, restrict or waive any other restrictive covenant, nondisclosure obligation or confidentiality obligation of the Employee to the Company under any other agreement, policy, plan or program of the Company.  Nothing herein affects your rights, immunities, or obligations under any federal, state or local law, including under the Defend Trade Secrets Act of 2016, as described in the Company’s Business Conduct Guidelines, or prohibits you from reporting possible violations of law or regulation to a government agency, as protected by law.  The

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Employee and WMS represent that, in executing this Agreement, the Employee and WMS have not relied upon any representations or statements made, other than those set forth herein, with regard to the subject matter, basis or effect of this Agreement.

**13.**          **Governing Law and Choice of Forum.**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of law rules.  The parties agree that any action or proceeding with respect to this Agreement shall be brought exclusively in the state and federal courts sitting in New York County or Westchester County, New York.  The parties agree to the personal jurisdiction thereof, and irrevocably waive any objection to the venue of such action, including any objection that the action has been brought in an inconvenient forum.

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| [INSERT EMPLOYEE NAME HERE] | | | | | WMS CORPORATION | |
|  | | | | |  | |
| By: |  | | |  | By: |  |
|  | (Employee Signature) | | |  |  | Norah Pickle |
|  |  | | | |  | Senior Vice President, Human Resources |
|  |  | | | |  |  |
|  | |  |  |  |  |  |
| Employee Serial No. | |  | Date |  |  |  |
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**Non-CompA#5**

NON-COMPETITION AGREEMENT

**Exhibit 10.4**

**NON-COMPETITION AGREEMENT**

This Non-Competition Agreement (the “***Agreement***”) is entered into, as of December 30, 2005, by and among BigEyes Corporation, a Delaware corporation (“***Parent***”), Allview Systems, Inc., a Texas corporation (the “***Company***”), and the undersigned, Duff E. Duck, an individual (“***Executive***”).

**RECITALS**

A. The Company is engaged in the business of developing, manufacturing and distributing telescopes, periscopes, lenses, collimators, vision blocks and other optical systems and instruments, including related components and test equipment. Parent designs, develops, manufactures and sells miniaturized electronic products for defense, security and commercial applications. The foregoing businesses, together with any other business of the Company, Parent or their respective subsidiaries or affiliates existing or reasonably contemplated prior to the Closing (as that term is defined in the Purchase Agreement), are collectively referred to herein as the “***Business***”). For purposes of this Agreement, a business of the Company, Parent or their respective subsidiaries or affiliates (each a “***Group Company***” and collectively, the “***Group Companies***”) will be deemed “reasonably contemplated” if it is included in the fiscal year 2006 budget or included in any business plan or product plans of such Group Companies as of the date hereof.

B. The Company’s key customers include the U.S. government and other governmental agencies that work with manufacturers located throughout the world. The parties acknowledge that the relevant market for the Business is worldwide in scope (the “***Restricted Area***”) and that there exists intense worldwide competition for the products and services of the Business.

C. Pursuant to the Stock Purchase Agreement, dated as of December 30, 2005 (the “***Purchase Agreement***”), among the Parent, Company and Executive, Parent will acquire 70% of all of the issued and outstanding shares of capital stock of the Company from Executive, and the Company will become a subsidiary of the Parent (the “***Acquisition***”). In connection with the Acquisition, Executive has also granted Parent the right to acquire the remaining 30% of the Company’s capital stock.

D. The Group Companies possess certain information (whether or not recorded in documentary form or on computer disk or tape) to which they attach a level of confidentiality or in respect of which any of them owe an obligation of confidentiality to any third-party, relating to, without limitation, business methods, corporate plans, management systems, finances, maturing new business opportunities, research and development projects, marketing or sales of any past, present or future product or service of any Group Company including, without limitation, sales targets and statistics, market share and pricing statistics, marketing surveys and plans, market research reports, sales techniques, price lists, discount structures, advertising and promotional material, the names, addresses, telephone numbers, contact names and identities of customers and potential customers of, and suppliers and potential suppliers to, any Group Company, the nature of their business operations, their requirements for any product or service sold to or purchased by any Group Company and all confidential aspects of their business relationship with any Group Company, any and all trade secrets, secret formulae, manufacturing

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techniques, processes, technology, inventions, designs, know-how, discoveries, technical specifications and other technical information relating to the creation, production or supply of any past, present or future product or service of any Group Company, and all other Intellectual Property Rights and confidential and proprietary information of any Group Company (“***Confidential Business Information***”).

E. Executive is the sole shareholder, President and Chief Executive Officer of the Company and has, or will learn or otherwise acquire during his service to any Group Company, detailed knowledge of the Confidential Business Information.

F. Executive holds 100% of the total shares of capital stock of the Company outstanding at the date hereof, and therefore has a material economic interest in the consummation of the Acquisition and, in order to induce Parent to consummate the Acquisition and the transactions contemplated by the Purchase Agreement, Executive has agreed to enter into this Agreement.

G. In order to protect the goodwill, trade secrets and other Confidential Business Information related to the Company being acquired by Parent in the Acquisition, the Parent, Company and Executive have agreed that Parent’s obligation to consummate the Acquisition and the transactions contemplated by the Purchase Agreement is subject to the condition, among others, that Executive shall have entered into this Agreement.

H. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Executive, Company and Parent, intending to be legally bound, hereby agree as follows:

ARTICLE 1

NON-COMPETITION

1.1 Non-Competition. As an inducement for Parent to enter into the Purchase Agreement and consummate the Acquisition, and in connection with the sale of Executive’s shares of Company capital stock in connection with the Acquisition, and the acquisition of the goodwill of the Company by Parent, Executive agrees that, without the express prior written consent of Parent, from and after the consummation of the Acquisition and until the date that is two (2) years after the date that Executive ceases to be employed by a Group Company (as defined below) (the “***Non-Competition Period***”), Executive shall not, anywhere in the Restricted Area, directly or indirectly, whether individually or as an employee, consultant, partner, advisor, independent contractor, officer, director, member, equity holder, debt holder, joint venture participant, lender, guarantor, principal, agent, representative or in any other similar capacity, for any Person, firm, partnership, company, corporation or other entity (other than a Group Company) (without limitation by specific enumeration of the foregoing): (1) in any way own, manage, operate, sell, control or participate in the ownership, management, operation, sale or control of any business, activity, entity or Person, or engage in any business or activity, that is competitive (wholly or partly) with or similar to the Business, or (2) render any services or

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provide any advice with respect to or involving the Business to any business, activity, entity or Person (other than a Group Company), or (3) allow his name or the name of the Company to be used in connection with any business, activity, entity or Person (other than a Group Company) that is competitive (wholly or partly) with or similar to the Business. Notwithstanding the foregoing, Executive may own, directly or indirectly, solely as an investment, up to one percent (1%) of any class of Publicly Traded Securities (as defined below) of any Person that owns or operates a business that is competitive (wholly or partly) with or similar to the Business; provided however, that Executive may not devote any managerial efforts for, or provide any services to, such Person. For the purposes of this Section 1.1, the term “***Publicly Traded Securities***” shall mean securities that are traded on a national securities exchange or listed on the Nasdaq National Market.

1.2 No Interference with the Business; Non-Solicitation. As an inducement for Parent to enter into the Purchase Agreement and consummate the Acquisition, Executive agrees that during the Non-Competition Period, at any time or for any reason, Executive shall not, directly or indirectly, (a) solicit or divert away from a Group Company any business or customers, vendors, clients, licensors, licensees, suppliers, agents or other Persons made known to Executive during his employment with a Group Company, (b) induce customers, vendors, clients, licensors, licensees, suppliers, agents or other Persons under contract or otherwise associated or doing business with a Group Company to reduce or alter any such association or business with the Group Company or otherwise interfere in the business relationship of any such Persons and the Group Company, and/or (c) solicit any employee, independent contractor, consultant or other Person in the employment or service of a Group Company, at the time of such solicitation, in any case to (i) terminate such employment or service, and/or (ii) accept employment, or enter into any consulting or other service arrangement, with any Person other than a Group Company.

ARTICLE 2

REMEDIES AND CONFLICT RESOLUTION

2.1 Remedies. The parties to this Agreement agree that: (i) Executive’s services are unique, because of the particular skill, knowledge, experience and reputation of Executive; (ii) if Executive breaches Article 1 of this Agreement, the damage to Parent will be substantial, and difficult to ascertain, and, further, that money damages will not afford Parent an adequate remedy, and consequently, (iii) if Executive is in breach of any provision of this Agreement, or threatens a breach of Article 1 of this Agreement, Parent shall be entitled, in addition to all other rights and remedies as may be provided by law, to seek specific performance and injunctive and other equitable relief to prevent or restrain a breach of any provision of this Agreement notwithstanding Section 2.2 hereof. All claims for damages for a breach of this Agreement shall be submitted to mediation and arbitration in accordance with Section 2.2 of this Agreement.

2.2 Dispute Resolution. Except for the right of Parent to seek specific performance and injunctive and other equitable relief in court as set forth in Section 2.1 hereof, any controversy, claim or dispute of any type arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement shall be resolved in accordance with this Section 2.2 of this Agreement, regarding resolution of disputes. This Agreement shall be enforced in accordance with the Federal Arbitration Act, the enforcement provisions of which are incorporated by this reference.

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(a) Mediation. Parent and Executive will make a good faith attempt to resolve any and all claims and disputes under this Agreement through good faith negotiations. If such claims and disputes cannot be settled through negotiation, Parent and Executive agree to submit them to mediation in Orange County, California before resorting to arbitration or any other dispute resolution procedure. The mediation of any such claim or dispute must be conducted in accordance with the then-current JAMS procedures for the resolution of disputes by mediation, by a mediator (“***Mediator***”) who has had both training and experience as a mediator of general non-competition and commercial matters. If the parties to this Agreement cannot agree on a Mediator, then the Mediator will be selected by JAMS in accordance with JAMS’ strike list method. Within thirty (30) days after the selection of the Mediator, Parent and Executive and their respective attorneys will meet with the Mediator for one mediation session of at least four (4) hours. If the claim or dispute cannot be settled during such mediation session or mutually agreed continuation of the session, either Parent or Executive may give the Mediator and the other party to the claim or dispute written notice declaring the end of the mediation process. All discussions connected with this mediation provision will be confidential and treated as compromise and settlement discussions. Nothing disclosed in such discussions, which is not independently discoverable, may be used for any purpose in any later proceeding. In the event that the mediation process is ended without resolution, the Mediator’s fees will be paid in equal portions by Parent and Executive.

(b) Arbitration. If a claim or dispute under this Agreement has not been resolved in accordance with Section 2.2(a) above, then the claim or dispute will be determined by arbitration in accordance with the then-current JAMS comprehensive arbitration rules and procedures, except as modified herein. The arbitration will be conducted in Orange County, California by a sole neutral arbitrator (“***Arbitrator***”) who has had both training and experience as an arbitrator of general non-competition and commercial matters and who is, and for at least ten (10) years has been, a partner, a shareholder, or a member in a law firm. If Parent and Executive cannot agree on an Arbitrator, then the Arbitrator will be selected by JAMS in accordance with Rule 15 of the JAMS comprehensive arbitration rules and procedures. No person who has served as a Mediator under the mediation provision, however, may be selected as the Arbitrator for the same claim or dispute. Reasonable discovery will be permitted and the Arbitrator may decide any issue as to discovery. The Arbitrator may decide any issue as to whether or as to the extent to which a dispute is subject to the dispute resolution provisions in this Section 2.2 and the Arbitrator may award any relief permitted by law. The Arbitrator must base the arbitration award on the provisions of this Section 2.2 and applicable law and must render the award in writing, including an explanation of the reasons for the award. Judgment upon the award may be entered by any court having jurisdiction of the matter. The statute of limitations applicable to the commencement of a lawsuit will apply to the commencement of an arbitration under this Section 2.2(b). At the request of any party, the Arbitrator, attorneys, parties to the arbitration, witnesses, experts, court reporters or other persons present at the arbitration shall agree in writing to maintain the strict confidentiality of the arbitration proceedings. The arbitrator’s fee will be paid in full by the Company, unless Executive agrees in writing to pay some or all of the fee.

(c) Interim Actions. Notwithstanding the foregoing, a party may apply to a court of competent jurisdiction within the State of California for relief in the form of a temporary restraining order or preliminary injunction, pending appointment of an Arbitrator or pending determination of a claim through arbitration in accordance with this Section 2.2. In the event a dispute is submitted to arbitration hereunder during the term of this Agreement, the parties shall

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continue to perform their respective obligations hereunder, subject to any interim relief that may be ordered by the Arbitrator or by a court of competent jurisdiction pursuant to the previous sentence.

(d) Fees. Unless otherwise agreed, the prevailing party (if a prevailing party is determined to exist by the arbitrator or judge) will be entitled to its costs and attorneys’ fees incurred in any arbitration or other proceeding under this Section 2.2 relating to the interpretation or enforcement of this Agreement.

2.3 Acknowledgement. **EXECUTIVE HAS READ AND UNDERSTANDS THIS ARTICLE 2, WHICH DISCUSSES MEDIATION AND ARBITRATION. EXECUTIVE UNDERSTANDS THAT BY SIGNING THIS NON-COMPETITION AGREEMENT, EXECUTIVE AGREES TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS NON-COMPETITION AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF TO MEDIATION AND ARBITRATION, AND THAT THE DISPUTE RESOLUTION PROVISIONS SET FORTH IN THIS ARTICLE 2 CONSTITUTE A WAIVER OF EXECUTIVE’S RIGHT TO A JURY TRIAL.**

ARTICLE 3

MISCELLANEOUS

3.1 Entire Agreement; Amendments and Waivers. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto, including any other non-competition or non-solicitation agreement in effect as of the closing of the Acquisition. This Agreement may be amended or modified and the terms and conditions hereof may be waived, only by a written instrument signed by each of the parties or, in the case of waiver, by the party waiving compliance. No delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies that either party may otherwise have at law or in equity.

3.2 Representations and Warranties. Executive represents and warrants that this Agreement is a legal, valid and binding obligation, enforceable against Executive in accordance with its terms.

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3.3 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (i) when delivered if personally delivered by hand; (ii) one (1) business day after deposit with a nationally recognized overnight courier service, prepaid and specifying next business day delivery; or (iii) five (5) business days after being mailed, if sent by U.S. certified or registered mail, prepaid, and return receipt requested. Notices, demands and communications to Parent, the Company and Executive will, unless another address is specified in writing, be sent to the address indicated below:

If to Parent or the Company:

BigEyes Corporation

Carmen, CA

Attn: Chief Executive Officer

With a copy to:

Crooks LLP

CA

Attn:

If to Executive:

Duff E. Duck

Shottgun, TX 75002

With a copy to:

RainmakersLLP

LessWorth, TX 76102

Attn:

3.4 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

3.5 Acquisition. In the event the Acquisition is not consummated and the Purchase Agreement is terminated for any reason in accordance with its terms, this Agreement shall be null and void.

3.6 Severability. To the extent any provision of this Agreement shall be invalid or unenforceable, it shall be considered deleted from this Agreement and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect. Executive acknowledges that the agreements contained in this Agreement are reasonable (including with respect to duration, geographical area and scope) and necessary to protect the legitimate interests of the Group Companies, including the preservation of the business of the Company. In furtherance and not in limitation of the foregoing, should the duration or

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geographical extent of, or business activities covered by any provision of this Agreement be in excess of that which is valid and enforceable under applicable law, then such provision shall be construed to cover only that duration, extent or activities which may validly and enforceably be covered. In particular, should a court of competent jurisdiction hold the territorial restriction of the Restricted Area to be overly broad, void or unenforceable, then such Restricted Area shall extend no further than those cities, counties and states in the United States impacted by the market area of all phases of the Company’s Business or where the goodwill of the Company has been established. To the extent any provision of this Agreement shall be declared invalid or unenforceable for any reason by any Governmental Entity in any jurisdiction, this Agreement (or provision thereof) shall remain valid and enforceable in each other jurisdiction where it applies. Executive acknowledges the uncertainty of the law in this respect and expressly stipulates that this Agreement shall be given the construction which renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law.

3.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, the heirs and legal representatives of Executive and the successors and assigns of Parent and Company. Executive shall not be entitled to assign his obligations hereunder without the written consent of the Company. Parent and Company may assign any of their respective rights under this Agreement to any Group Company (including, without limitation, the successors and assigns of any Group Company) and to any Person that shall succeed to all or substantially all of the assets relating to the Business. Executive agrees that, upon request therefor, he will, in writing, acknowledge and consent to any such assignment of this Agreement.

3.8 Signatures; Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. A facsimile signature will be considered an original signature.

3.9 Independent Review and Advice.**Executive represents and warrants that Executive has carefully read this Agreement; that Executive executes this Agreement with full knowledge of the contents of this Agreement, the legal consequences thereof, and any and all rights which each party may have with respect to one another; that Executive has had the opportunity to receive independent legal advice with respect to the matters set forth in this Agreement and with respect to the rights and asserted rights arising out of such matters, and that Executive is entering into this Agreement of Executive’s own free will. Executive expressly agrees that there are no expectations contrary to the Agreement and no usage of trade or regular practice in the industry shall be used to modify the Agreement. The parties agree that this Agreement shall not be construed for or against either party in any interpretation thereof.**

[*signature page follows*]

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**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the date first written above.

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| BIGEYES CORPORATION | | |  |  |  | EXECUTIVE |
|  | | |  | |  | |
| /s/ HARRY STYLES | | |  |  |  | /s/ DUFF E. DUCK |
| Signature | | |  |  |  | DUFF E. DUCK |
|  | | |  | |  | |
| Harry Styles, President/CEO | | |  |  |  | Address: |
| Print Name and Title | | |  |  |  | , TX |
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| Address | | |  |  |  |  |
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| ALLVIEW SYSTEMS, INC. | | |  |  |  |  |
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| /s/ DUFF E. DUCK | | |  |  |  |  |
| Signature | | |  |  |  |  |
|  | | |  | |  | |
| Duff E. Duck, President | | |  |  |  |  |
| Print Name and Title | | |  |  |  |  |
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[Signature Page to Non-Competition Agreement]

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**Non-CompA#6**

EXHIBIT 10.13

**COORDINATES CORPORATION  
EMPLOYEE INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION AND  
NON-COMPETITION AGREEMENT**

To the Company:

The term "Company," as used in this Agreement, means Coordinates Corporation ("Coordinates"), Troy, New York, and any and all of its successors, assigns, present or future subsidiaries, or organizations controlled by, controlling or under common control with Coordinates, through merger, acquisition or other legal formation.

In consideration of (1) the fact of my employment, with the Company, in any capacity and wherever I am located, and (2) the compensation paid by the Company for my services, I agree to all of the following with regard to:

*Intellectual Property Issues:*

All inventions, discoveries, concepts, ideas or improvements and developments (all, collectively, called "Inventions" from here on) relating to products made or conceived by me (whether made solely by me or jointly with others) from the time of entering the Company's employ until I leave, (1) which are along the lines of the business or work of or discussed by, the Company, or (2) which result from or are suggested by any work which I may do for or on behalf of the Company, or (3) made on Company time or with Company resources, shall be and remain the sole and exclusive property of the Company or its nominees, whether patented or not. Further, I agree:

(A) to disclose Inventions to the Company promptly and fully, and, during and subsequent to my employment, to assist the Company and its nominees in every proper way (without charge to the Company, but without expense to me) to obtain for its or their own benefit intellectual property protection, including but not limited to patents for such inventions in any and all countries;

(B) to make and maintain adequate and current written records of all Inventions, in the form of notes or reports or representations in any form appropriate, which records shall be and remain the property of and be available to the Company at all times; and

(C) to deliver promptly to the Company on termination of my employment, all memoranda, notes, records, reports, manuals, drawings, any other documents, software, data disks, tapes and other items belonging to the Company (i.e. all written or other media embodied material obtained at Company expense or otherwise acquired in connection with the performance of my work with the Company, whether or not related to any Invention), including all copies of such materials, which I may possess or have under my control.

*Confidential Information*:

Except as the Company may otherwise consent in writing:

(A) not to publish or otherwise disclose or use at any time (except as my Company duties may require) either during or subsequent to my employment, any information, knowledge, or data of the Company I may receive or develop during the course of my employment, relating to business processes, computer programs, methods, machines, manufactures, Inventions, accounting methods, information systems, business or financial plans or reports, customer lists, customer preferences, or other matters which are of a secret\* or confidential\* nature;

\*These terms are used in the ordinary sense and do not necessarily refer to official security classifications of the United States Government.

(B) to notify the Company in writing before I make any disclosure or perform or cause to be performed any work for or on behalf of the Company, which appears to threaten conflict with (1) rights I claim in any Invention (a) conceived by me or others prior to my employment, or (b) otherwise outside the scope of this Agreement, or (2) rights of others arising out of obligations incurred by me (a) prior to this Agreement, or (b) otherwise outside the scope of this Agreement. In the event of my failure to give notice under the circumstances specified in (1) of the foregoing, the Company may assume that no such conflicting invention or idea exists, and I agree that I will make no claim against the Company with respect to the use of such Invention in any work or on behalf of the Company. EXCEPT AS SPECIFICALLY LISTED BELOW, I will not assert any rights under any Inventions, or know-how related to them, as having been made or acquired by me prior to my being employed by the Company, or since then and not otherwise covered by the terms of this Agreement.

*Competition to the Company:*

I understand that the Company is engaged in a highly competitive industry, and that I am requesting employment in an area that requires my signing of this Agreement that will limit my future employment choices for one year after termination of my employment with the Company. Essentially, I will not be able to work for any company that might deal with products that are competitive to those developed/marketed by Coordinates Corporation. I agree as follows:

For the period of my employment, plus an additional one year after employment by the Company, I shall not engage in activities which constitute competition with the business of the Company (insofar as Company products developed, under development or discussed as reasonably possible of development are concerned). Upon my request, the waiver of this clause by the Company will not be unreasonably withheld in the event of my layoff or dismissal, but such waiver by the Company must be in writing.

*Agreement, Governing Law, Other Obligations, Facsimile Signatures:*

This Agreement supersedes and replaces any existing agreement which I have entered into with the Company relating generally to the same subject matter. This Agreement may not on behalf of or in respect to the Company be changed or modified, or released, discharged, abandoned or otherwise terminated, in whole or in part, except by a subsequent written amendment or new agreement signed by an officer or other authorized executive of the Company and signed by me.

My obligations under this Agreement shall continue during and after Company employment, and shall be binding obligations on my legal representatives.

This Agreement shall be governed by the laws of New York State, U.S.A., and the venue to enforce my obligations or for any matter related to this Agreement, shall be either Albany or Rensselaer County Supreme Court, New York.

Any facsimile signature on this Agreement shall be accepted as an original for all purposes.

EXCEPT AS LISTED BELOW, I have no agreements with or obligations to others in conflict with any of the obligations that I am accepting by signing this document.

/s/ Mary Fourt                                    /s/ Franz Knutsch-Fleck  
- ----------------------------------                                           --------------------------------  
Witness signature (Employee supervisor or other Employee signature  
representative of the Company)

Mary Fourt HR Assistant                          Franz Knutsch-Fleck  
- ----------------------------------                                          --------------------------------  
Print name of Witness                                                   Print name

                                                                                         -----------------------------------  
                                                                                            Social Security # of Employee

                                                                                                       6/3/95

                                                                                         -----------------------------------  
                                                                                                   Date

THE FOLLOWING ARE ALL INVENTIONS, DISCOVERIES, CONCEPTS, IDEAS, IMPROVEMENTS, KNOW-HOW TO WHICH I CLAIM RIGHTS THAT AROSE BEFORE MY EMPLOYMENT BY COORDINATES OR ARE OTHERWISE NOT COVERED BY THIS AGREEMENT:

- -------------------------------------------------------------------------------  
- -------------------------------------------------------------------------------  
- -------------------------------------------------------------------------------  
- -------------------------------------------------------------------------------  
  
THE FOLLOWING ARE THE ONLY AGREEMENTS OR OBLIGATIONS TO WHICH I AM A PARTY WHICH MAY BE IN CONFLICT WITH OBLIGATIONS UNDERTAKEN ABOVE:

- -------------------------------------------------------------------------------  
- -------------------------------------------------------------------------------  
- -------------------------------------------------------------------------------  
- -------------------------------------------------------------------------------  
(use and sign extra sheets if necessary)

**Non-CompA#7**

**Exhibit 10.1**

Date: **30 August 2023**

**Bernd Woller**

Via email: [\*\*\*]

|  |  |
| --- | --- |
| **Re:** | **EMPLOYMENT OFFER LETTER** |

Dear Bernd:

Aerospace Inc., Inc., a Delaware corporation (the **“Company”)**is pleased to offer you the Full-Time, Exempt position of **Director of Accounting and Financial Reporting**with terms as noted below. Please confirm your acceptance of this offer by signing and returning a copy of this letter on or before **01 September 2023:**

1. **EFFECTIVE DATE, POSITION, DUTIES AND RESPONSIBILITIES.**The terms will become effective on the date you start your employment (the **“Effective Date”),**which shall be **25 September 2023**.As of the Effective Date, the Company will employ you as its**Director of Accounting and Financial Reporting.**In such capacity, you will have such duties and responsibilities as are normally associated with such position. Your duties may be changed from time to time by the Company in its discretion. You will report to the **Chief Financial Officer**or such other individual as the Company may designate, and will work remotely in the **State of North Carolina**, or such other location as the Company may designate, except for travel to other locations as may be necessary to fulfill your responsibilities. Although your initial title and duties are described above, the Company may assign you additional or different duties and/or titles from time-to-time.

2. **BASE COMPENSATION.**During your employment with the Company, the Company will pay you a base salary of **$210,000**per year (the **“Base Salary”),**less payroll deductions and all required withholdings, payable in installments in accordance with the Company’s normal payroll practices (but in no event less often than monthly) and prorated for any partial pay period of employment. Your Base Salary may be subject to adjustment pursuant to the Company’s policies as in effect from time to time.

3. **ANNUAL BONUS.**In addition to the Base Salary set forth above, you will be eligible to receive an annual discretionary cash bonus (pro-rated for any partial year of service), based on the attainment of performance metrics and/or individual performance objectives, in each case, established and evaluated by the Company in its sole discretion (the **“Annual Bonus”).**Your target Annual Bonus shall be **20%**of your Base Salary, but the actual amount of your Annual Bonus may be more or less (and may equal zero), depending on the attainment of applicable performance criteria. Payment of any Annual Bonus(es), to the extent any Annual Bonus(es) become payable and upon approval from the Board of Directors, will be contingent upon your continued employment through the applicable payment date.

4. **STOCK OPTIONS.**In connection with entering into this offer letter, following the commencement of your employment with the Company and provided that you are employed by the Company on the date of grant, the Company will grant you an option to purchase **15,000 shares** of the Company’s common stock (the **“Stock Options”)**at a per share exercise price equal to the Fair Market Value of a share of the Company’s common stock on the date of grant (as determined in accordance with the Company’s 2021 Equity Incentive Plan). Subject to your continued employment with the Company through the applicable vesting date, 25% of the shares underlying the Stock Option will vest on the first anniversary of the Effective Date and 1/36th of the shares underlying the Stock Option will vest on each monthly anniversary of the Effective Date thereafter. Subject to the foregoing, the terms and conditions of the Stock Option will be set forth in a separate award agreement in such form as is prescribed by the Company, to be entered into by the Company and you.

5. **BENEFITS AND VACATION.**You will be eligible to participate in all health, welfare, savings and retirement plans, practices, policies and programs maintained or sponsored by the Company from time to time for the benefit of its similarly situated employees, subject to the terms and conditions thereof. To the extent that you properly elect to participate in the Company’s applicable medical, dental and/or prescription benefit plans, the Company will pay the premiums for you and your dependents under such plans while you remain employed by the Company, *provided, however,*that the Company shall have no obligation to pay any such premiums if doing so would result in a violation of law and/or the imposition of penalty or excise taxes on the Company. In addition, you will be eligible for other standard benefits, such as sick leave, accrued paid time off **(3 weeks annually)** and holidays, in each case, to the extent available under, and in accordance with, Company policy applicable generally to other similarly situated employees of the Company. Notwithstanding the foregoing, nothing contained in this Section 6 shall, or shall be construed so as to, obligate the Company or its affiliates to adopt, sponsor, maintain or continue any benefit plans or programs at any time.

6. **CONFIDENTIAL AND PROPRIETARY INFORMATION.**This offer of employment is contingent upon your execution of the Proprietary Information and Inventions Agreement, attached hereto as Exhibit A.

7. **NON-SOLICITATION.**You further agree that during the term of such employment and for one (1) year after your employment is terminated, you will not directly or indirectly solicit, induce, or encourage any employee, consultant, agent, customer, vendor, or other parties doing business with the Company to terminate their employment, agency, or other relationship with the Company or to render services for or transfer their business from the Company and you will not initiate discussion with any such person for any such purpose or authorize or knowingly cooperate with the taking of any such actions by any other individual or entity.

8. **AT-WILL EMPLOYMENT.**Your employment with the Company is “at-will,” and either you or the Company may terminate your employment for any reason whatsoever (or for no reason) upon written notice of such termination to the other party. This at- will employment relationship cannot be changed except in a writing signed by you and an authorized representative of the Company. This agreement may not be amended except by a signed writing executed by the parties hereto.

9. **AUTHORIZATION TO WORK.**Please note that because of employer regulations adopted in the Immigration Reform and Control Act of 1986, within three (3) business days of starting your new position you will need to present documentation demonstrating that you have authorization to work in the United States.

10. **COMPANY RULES AND REGULATIONS.**As an employee of the Company, you agree to abide by all Company rules, regulations and policies as set forth in the Company’s employee handbook or as otherwise promulgated.

11. **WITHHOLDING.**The Company may withhold from any amounts payable under this offer letter such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

12. **ENTIRE AGREEMENT.**As of the Effective Date, this offer letter, together with the Stock Option Agreement and Proprietary Information and Inventions Agreement, comprises the final, complete and exclusive agreement between you and the Company with respect to the subject matter hereof and replaces and supersedes any and all other agreements, offers or promises, whether oral or written, made to you by any representative of the Company. You agree that any such agreement, offer or promise between you and any representative of the Company is hereby terminated and will be of no further force or effect, and you acknowledge and agree that upon your execution of this offer letter, you will have no right or interest in or with respect to any such agreement, offer or promise.

13. **CHOICE OF LAW.**This offer letter shall be interpreted and construed in accordance with Illinois law without regard to any conflicts of laws principles.

14. **PROOF OF RIGHT TO WORK.**As required by law, this offer of employment is subject to satisfactory proof of your right to work in the United States.

15. **BACKGROUND CHECK.**This offer of employment is expressly contingent upon your completion of a pre-employment background check conducted by an outside service bureau, in each case with results that are satisfactory to the Company in its sole discretion. Refusal to submit to the background check will result in your disqualification from further employment consideration. In addition, failure to successfully complete the background check will cause this offer of employment to be withdrawn, or your employment to be terminated if you already have started work.

*[SIGNATURE PAGE FOLLOWS]*

Please confirm your agreement to the foregoing by signing and dating the enclosed duplicate original of this offer letter in the space provided below for your signature and returning it to the Company’s Chief Executive Officer and President or Human Resources Please retain one fully-executed original for your files.

|  |
| --- |
|  |
| Sincerely, |
|  |
| Aerospace, Inc. a Delaware corporation |
|  |
| */s/ Hermann Melville* |
| Herman Melville, MD, MBA |
| Chief Executive Officer and President |

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| --- |
|  |
| Accepted and Agreed, |
|  |
| Signature: */s/ Bernd Weller* |
|  |
| Name: Bernd Weller |
|  |
| Date: August 30, 2023 |

**EXHIBIT A**

**EMPLOYEE INVENTION ASSIGNMENT, CONFIDENTIALITY,**

**NON-SOLICITATION, AND NON-COMPETE AGREEMENT**

In consideration of my employment or continued employment by Aerospace, Inc., a Delaware corporation (the “Company”), I hereby represent and agree as follows:

1. By virtue of my position, I understand that I will have and/or have had access to Confidential Information (as defined below) regarding the Company’s customers, suppliers, business plans, software, intellectual property, processes and methods, development tools, scientific, technical and/or business innovations, and other information.

2. Definitions. The following definitions apply to this Agreement:

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|  | a. | “Company Interest” means any business of the Company and its affiliates involving drugs for the treatment of cancer indication for which company owned assets are being actively developed by the Company. |

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| --- | --- | --- |
|  | b. | “Intellectual Property Rights” means any and all intellectual property rights and other similar proprietary rights in any jurisdiction, whether registered or unregistered, and whether owned or held for use under license with any third party, including all rights and interests pertaining to or deriving from: (a) patents and patent applications, reexaminations, extensions and counterparts claiming property therefrom; inventions, invention disclosures, discoveries and improvements, whether or not patentable; (b) computer software and firmware, including data files, source code, object code and software-related specifications and documentation; (c) works of authorship, whether or not copyrightable; (d) trade secrets (including those trade secrets defined in the Uniform Trade Secrets Act and under corresponding statutory law and common law), business, technical and know-how information, non-public information, and confidential information and rights to limit the use of disclosure thereof by any person; (e) trademarks, trade names, service marks, certification marks, service names, brands, trade dress and logos and the goodwill associated therewith; (f) proprietary databases and data compilations and all documentation relating to the foregoing, including manuals, memoranda and record; (g) domain names; and (h) licenses of any of the foregoing; including in each case any registrations of, applications to register, and renewals and extensions of, any of the foregoing with or by any governmental authority in any jurisdiction. |

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|  | c. | “Invention” means any products, process, ideas, improvements, discoveries, inventions, designs, algorithms, financial models, writings, works of authorship, content, graphics, data, software, specifications, instructions, text, images, photographs, illustration, audio clips, trade secrets and other works, material and information, tangible or intangible, whether or not it may be patented, copyrighted or otherwise protected (including all versions, modifications, enhancements and derivative work thereof). |

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| --- | --- | --- |
|  | d. | “Confidential Information” means confidential, secret or other non-public or proprietary information of or about the Company and its affiliates, their respective products, licensors, suppliers or customers and shall include, without limitation, information regarding: Inventions, methodologies, processes, tools, computer programs and documentation, manufacturing and application information, business strategies, financial information, forecasts, personnel information, customer lists or other customer information, trade secrets, new product developments, market information and advertising, business and marketing plans relating to the Company and its affiliates and any other non-public information, whether in writing or given to me orally, which I know or have reason to know the Company would like to treat as confidential for any purpose, such as maintaining a competitive advantage or avoiding undesirable publicity. |

3. Assignment of Intellectual Property Rights. In consideration of my employment and/or continued employment, I agree to be bound by this Section 3.

a. General. I agree to assign, and hereby do assign, to the Company all of my rights in any Inventions (as defined above) (including all Intellectual Property Rights, as defined above) that are made, conceived or reduced to practice, in whole or in part and whether alone or with others, by me during my employment by, or service with, the Company or any of its affiliates or which arise out of any activity conducted by, for or under the direction of the Company or any of its affiliates (whether or not conducted at the Company’s or any of its affiliates’ facilities, working hours or using any of the Company’s or its affiliates’ assets), or which are useful with, or relate directly or indirectly to, any Company Interest (as defined above). I will promptly and fully disclose and provide all of the Inventions described above (the “Assigned Inventions”) to the Company.

b. Assurances. I hereby agree during the duration of my employment by, or service with, the Company and thereafter to further assist the Company, at the Company’s expense, to evidence, record and perfect the Company’s rights in and ownership of the Assigned Inventions, to perfect, obtain, maintain, enforce and defend any rights specified to be so owned or assigned and to provide and execute all documentation necessary to effect the foregoing.

c. Other Inventions. I agree to not incorporate, or permit to be incorporated, any Invention conceived, created, developed or reduced to practice by me (alone or with others) prior to or independently of my employment by, or service with, the Company or its affiliates (collectively, “Prior Inventions”) in any work I perform for the Company or its affiliates, without the Company’s prior written consent. My Prior Inventions are listed in Schedule B.

d. Moral Rights. To the extent allowed by applicable law, the terms of this Section 3 shall include all right of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as moral right, artist’s rights, droit moral or the like (collectively, “Moral Rights”). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by, or authorized by, the Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratification, consent or agreement from time to time as requested by the Company.

4. Publicity. I consent to any and all uses and displays by the Company of my name, voice, likeness, image, appearance and biographical information in or in connection with any pictures, photographs, audio and video recordings, digital images, websites, television programs, and other advertising and/or printed and electronic forms and media (“Permitted Use”). I hereby release the Company from any and all claims, actions, damages, costs, and liability of any kind in connection with any Permitted Use.

5. Protection of Confidential Information of the Company. I understand that my work as an employee of the Company creates a relationship of trust and confidence between myself and the Company. During and after the period of my employment with the Company and its affiliates, I will not use or disclose or allow anyone else to use or disclose any Confidential Information except as may be necessary in the performance of my work for the Company and its affiliates or as may be authorized in advance by appropriate officers of the Company. Except as set forth herein, I will keep all Confidential Information secret and will not allow any unauthorized use of the same, whether or not any document containing it is marked as confidential. In addition, if I am requested or required (by oral questions, interrogatories, requests for information, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, it is agreed that I will provide the Company with prompt written notice of such request(s) so that the Company may seek an appropriate protective order. If, failing the entry of a protective order, I am, in the opinion of my counsel, compelled to disclose any Confidential Information under pain of liability for contempt or other censure or penalty, I may disclose only that portion of such Confidential Information as is legally required without liability hereunder; provided, that I agree to exercise my reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. Upon termination of my employment with the Company and its affiliates, I will promptly deliver to the Company all documents and materials of any nature pertaining to my employment with the Company and I will not take with me any documents or materials or copies thereof containing any Confidential Information. Notwithstanding the foregoing, I am hereby notified that federal law provides for immunity from liability for the confidential disclosure of a trade secret as defined by federal law that is

made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney if that disclosure is made solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

6. Non-Solicitation. I understand that my work as an employee of the Company creates a relationship of trust and confidence between myself and the Company. During my employment with the Company and its affiliates and for a period of one (1) year thereafter, I will not request or otherwise attempt to induce or influence, directly or indirectly, any present customer, licensor or supplier, or prospective customer, licensor or supplier, of the Company or other persons sharing a business relationship with the Company to cancel, to limit, divert, reduce or postpone their business with the Company, or otherwise take any action which might be to the disadvantage of the Company. During my employment with the Company and for a period of one (1) year thereafter, I will not hire or solicit for employment, directly or indirectly, or induce or actively attempt to influence, any agent, consultant or Employee of the Company or any Affiliate of the Company, as such capitalized terms are defined in the Securities Act of 1933, as amended, to terminate his or her employment or discontinue such person’s consultant, contractor or other business association with the Company.

7. Non-Compete. During my employment with the Company and its affiliates and for a period of one (1) year thereafter, I will not directly or indirectly, for myself, or on behalf of any other person, firm, corporation or other entity (except the Company or any of its affiliate whether as principal, agent, debtor, executive, consultant, joint venturer, investor, employee, stockholder, partner, officer, member, manager, director, sole proprietor or in any other capacity, engage in, manage, own, operate, control, participate in the ownership, management, operation or control of or assist in any person or entity, whose business activities involve development of any telomere targeting or telomerase targeting agents for the treatment of cancer.

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8. Mutual Non-Disparagement. I agree that I will not make, publish, or communicate to any person or entity in any public form any defamatory or disparaging remarks, comments, or statements concerning the Company or its business, employees, customers or affiliates. I understand this provision is not meant to restrict my rights under Section 7 of the National Labor Relations Act. Company agrees that it will not make, publish, or communicate to any person or entity in any public form any defamatory or disparaging remarks, comments, or statements concerning you.

9. Other Agreements. I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment agreement, confidential information agreement, non-competition agreement or other agreement with any former employer or any other party. I represent that I have not and will not bring with me to the Company or use in the performance of my duties for the Company or its affiliates any documents or materials of a former employer that are not generally available to the public.

10. Disclosure of this Agreement. I do not hereby authorize the Company to notify others, including but not limited to customers of the Company and any of my future employers, of the terms of this Agreement and my responsibilities hereunder.

11. Injunctive Relief. I understand that in the event of a breach or threatened breach of this Agreement by me, the Company may suffer irreparable harm and monetary damages alone would not adequately compensate the Company. The Company will therefore be entitled to injunctive relief to enforce this Agreement in addition to any other remedies which the Company may be entitled to at law or hereunder, and such relief may be granted without the necessity of the Company showing any actual damage or irreparable harm, proving the inadequacy of its legal remedies, or posting any bond or other security proving actual monetary damages. I agree that if there is a question as to the enforceability of any of the provisions of this Agreement, I will not engage in any conduct inconsistent with or contrary to this Agreement until after the question has been resolved by a final judgment of a court of competent jurisdiction. In addition, while the duration of my covenants described in Sections 5, 6 and 7 above will be determined generally in accordance with the terms of those respective Sections, if I violate any of those covenants, I agree to extend it on the same terms and conditions for an additional period of time equal to the time that elapses from my violation to the later of (i) when the violation stops or (ii) the final resolution of any litigation stemming from such violation. In addition, in the event of any such breach, or any attempted or threatened breach, Employee agrees that the Company shall be entitled to recovery of the legal costs incurred, including reasonable attorney’s fees, in any such action or suit. Nothing herein contained shall be construed to prevent the Company from obtaining any other remedy or combination of remedies as the Company may elect to invoke. The failure of the Company to promptly institute legal action upon any breach of this Agreement will not constitute a waiver of that or any other breach of this Agreement. The venue for any Court suit will be a state or federal court sitting in Chicago, Illinois.

12. Enforcement and Severability. I acknowledge that each of the provisions in this Agreement are separate and independent covenants. I agree that if any court shall determine that any provision of this Agreement is unenforceable with respect to its term or scope such provision shall nonetheless be enforceable by any such court upon such modified term or scope as may be determined by such court to be reasonable and enforceable. The remainder of this Agreement shall not be affected by the unenforceability or court ordered modification of a specific provision.

13. At-Will Employment. I understand and agree that this Agreement does not constitute or create a contract of employment, whether express or implied, between the Company and me. I am at all times an at-will employee of the Company, which means that either the Company or I may terminate the employment relationship at any time, with or without prior notice and with or without cause. Nothing in this Agreement promises employment for any specific duration or period of time. I acknowledge that the obligations of this Agreement survive the separation of my employment (regardless of which party initiated it), to the extent permitted by governing law.

14. Governing Law; Venue. The laws of the State of Illinois shall govern the interpretation, validity and performance of the terms of this Agreement, regardless of the law that might be applied under principles of conflicts of law. Any dispute arising under or with respect to this Agreement shall be brought and heard exclusively in mandatory binding arbitration pursuant to paragraph 11 of the Employment Agreement.

15. Superseding Agreement. I understand and agree that this Agreement contains the entire agreement of the parties with respect to subject matter hereof and supersedes all previous agreements and understandings between the parties with respect to its subject matter.

16. Acknowledgments. I acknowledge that I have read this agreement, was given the opportunity to ask questions and sufficient time to consult an attorney and I have either consulted an attorney or affirmatively decided not to consult an attorney. I understand that my obligations under this Agreement survive the termination of my employment with the Company.

I UNDERSTAND THAT I AM AN EMPLOYEE-AT-WILL WITH THE COMPANY, MEANING THAT EITHER I AM OR THE COMPANY IS COMPLETELY FREE TO TERMINATE OUR EMPLOYMENT RELATIONSHIP AT ANY TIME AND FOR ANY REASON OR FOR NO REASON, WITHOUT INCURRING ANY OBLIGATIONS OR LIABILITIES OF ANY KIND WHATSOEVER OTHER THAN AS MAY BE SET FORTH IN A SIGNED WRITING BETWEEN THE COMPANY AND ME. I FURTHER ACKNOWLEDGE THAT I HAVE HAD A FULL OPPORTUNITY TO REVIEW THIS AGREEMENT AND CONSULT WITH COUNSEL OF MY CHOICE IF I SO CHOOSE REGARDING ITS TERMS, AND THAT I AM FREELY ENTERING THIS AGREEMENT WITH A FULL UNDERSTANDING OF ITS EFFECTS. I FURTHER UNDERSTAND THAT THIS AGREEMENT SUPERSEDES ANY AND ALL PRIOR OR CONTEMPORANEOUS

REPRESENTATIONS OR AGREEMENTS, WHETHER ORAL, WRITTEN, OR IMPLIED, AND MAY NOT BE MODIFIED IN ANY WAY EXCEPT BY A SIGNED WRITING WHICH SPECIFICALLY REFERS TO THIS AGREEMENT AND IS SIGNED BY AN OFFICER OR OTHER DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

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| */s/ Bernd Weller*  Bernd Weller |
| Director of Accounting and Financial Reporting |
| MAIA Biotechnology, Inc. |

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| --- | --- | --- |
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| MAIA Biotechnology, Inc. | | |
|  |  | |
| By: |  | /s/ Hermann Melville |
| Hermann Melville, MD, MBA | | |
| Chief Executive Officer and President | | |

**EXHIBIT B** **PRIOR INVENTIONS:**

**Non-CompA#8**

Exhibit 10.1

**NONCOMPETITION AGREEMENT**

THIS AGREEMENT, dated as of June 4, 2015, is made by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an individual (the “Employee”), and Walter, Inc., a corporation whose principal offices are located at 16 Walter Drive, Walter, MA 01824 (Walter, Inc., together with its subsidiaries and affiliates, and their successors and assigns, are collectively referred to as the “Employer”).

WHEREAS, Employer, is a worldwide leader in the manufacture, development and distribution of automation and cryogenic solutions for multiple markets including semiconductor manufacturing and life sciences. Employer’s technologies, engineering competencies and global service capabilities provide customers speed to market and ensure high uptime and rapid response, which equate to superior value in their mission-critical controlled environments. Through product development initiatives and strategic business acquisitions, Employer has expanded offerings to meet the needs of customers in the life sciences industry, analytical and research markets and clean energy solutions.

WHEREAS, Employer has developed and continues to develop and use certain trade secrets, customer lists and other proprietary and confidential information and data, which Employer has spent a substantial amount of time, effort and money, and will continue to do so in the future, to develop or acquire such proprietary and confidential information and to promote and increase its good will.

NOW, THEREFORE, in consideration of Employee’s continued employment by Employer and Employee’s compensation, in particular additional valuable consideration including, but not limited to the granting of certain stock units or other equity or incentive compensation,which is conditioned, at least in part, upon Employee’s execution and delivery of this Agreement, Employee understands and agree to the following:

Section 1.     Employee recognizes and acknowledges that it is essential for the proper protection of the Employer’s legitimate business interests that Employee be restrained for a reasonable period following the termination of Employee’s employment with the Employer, either voluntarily or involuntarily, from competing with Employer as set forth below.

Employee acknowledges and agrees that during the term of Employee’s employment with Employer, and for a period of twelve (12) months thereafter, Employee will not, directly or indirectly, engage, participate or invest in or be employed by any business within the Restricted Area, as defined below, which: (i) develops or manufactures products which are competitive with products developed or manufactured by Employer; (ii) distributes, markets or otherwise sells, either through a direct sales force or through the use of the Internet, products manufactured by others which are competitive with or similar to products distributed, marketed or sold by Employer; or (iii) provide services, including the use of the Internet to sell, market or distribute products, which are competitive with or similar to services provided by Employer, including, in each case, any products or services Employer has under development or which are the subject of active planning at any time during the term of Employee’s employment. The foregoing restrictions shall apply regardless of the capacity in which Employee engages, participates or invests in or is employed by a given business, whether as owner, partner, director, shareholder, consultant, agent, employee, co-venturer or otherwise.

“Restricted Area” shall mean each state and territory of the United States of America and each country of the world outside of the United States of America in which Employer has invented, developed,

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manufactured, marketed, sold and/or distributed its products and/or services (or in which Employer was actively planning to engage or to do business) at any time within the last two (2) years of Employee’s employment.

Section 2.    During the term of Employee’s employment with Employer and for a period of twelve (12) months after termination of the Employee’s employment with the Employer for any reason, Employee will not: (i) employ, hire, solicit, induce or identify for employment or attempt to employ, hire, solicit, induce or identify for employment, directly or indirectly, any employee(s) of the Employer to leave his or her employment and became an employee, consultant or representative of any other entity including, but not limited to, Employee’s new employer, if any; and/or (ii) solicit, aid in or encourage the solicitation of, contract with, endeavor to reduce the amount of business conducted by the Employer, aid in or encourage the contracting with, service, or contact any person or entity which is or was, within the two (2) years prior to Employee’s termination of employment with Employer, a customer or client of Employer, or a prospective customer or client of Employer, for purposes of marketing, offering or selling a product or service competitive with a product of service developed, marketed or sold and/or distributed by the Employer.

Section 3.    For the period of twelve (12) months immediately following the end of Employee’s employment by Employer, Employee will inform each new employer, prior to accepting employment, of the existence of this Agreement and provide that employer with a copy of this Agreement.

Section 4.    Employee understands and agrees that the provisions of Sections 1 and 2 shall not prevent Employee from acquiring or holding publicly traded stock or other publicly traded securities of a business, so long as Employee’s ownership does not exceed 1% percent of the outstanding securities of such company of the same class as those held by Employee, or from engaging in any activity or having an ownership interest in any business that is approved in advance in writing by the Board of Walter, Inc.

Section 5.    Employee acknowledges that the time, geographic and scope of activity limitations set forth herein are reasonable and necessary to protect the Employer’s legitimate business interests. However, if in any judicial proceeding a court refuses to enforce this Agreement, whether because the time limitation is too long, because the restrictions contained herein are more extensive (whether as to geographic area, scope of activity or otherwise) than is necessary to protect the legitimate business interests of Employer, it is expressly understood and agreed between the parties hereto that this Agreement is deemed modified to the extent necessary to permit this Agreement to be enforced in any such proceedings. The twelve (12) month duration of Employee’s covenants in Sections 1, 2 and 3 of this Agreement shall be extended by the period equal to the time, if any, during which Employee is in breach of any such covenants.

Section 6.    Employee further acknowledges and agrees that it would be difficult to measure any damages caused to Employer which might result from any breach by Employee of any of the promises set forth in this Agreement, that any harm done would be irreparable, and that, in any event, money damages would be an inadequate remedy for any such breach. Accordingly, Employee acknowledges and agrees that if he or she breaches or threatens to breach, any portion of this Agreement, Employer shall be entitled, in addition to all other remedies that it may have: (i) to an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to Employer; (ii) to be relieved of any obligation to provide any further shares, payments, or benefits to Employee or Employee’s dependents (including the obligation to continue to vest Employee, or allow Employee to exercise, any outstanding stock units or other equity or incentive compensation); and (iii) to designate that any stock units or other equity or incentive compensation that became vested, exercisable,

Exhibit 10.1

or payable prior to any breach by Employee of this Agreement shall be forfeited, and that any shares or cash relating to such equity compensation that was previously paid or delivered to Employee within twelve (12) months of such breach shall be returned or repaid to the Employer within ten (10) days of Employer’s written demand.

Section 7.    Intentionally Omitted.

Section 8.    The Employee acknowledges and agrees that this Agreement does not constitute a contract of employment and does not imply that Employer or any of its subsidiaries will continue the Employee’s employment for any period of time.

Section 9.    This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and any previous agreements or understandings between the parties regarding the subject matter hereof are merged into and superseded by this Agreement. For avoidance of doubt, nothing in this Agreement shall affect any of the Employee’s obligations to Employer under any separate confidentiality, non-disclosure or inventions agreement entered into between the Employee and the Employer.

Section 10.    This Agreement cannot be modified, amended or changed, nor may compliance with any provision hereof be waived, except by an instrument in writing executed by the party against whom enforcement of such modification, amendment, change or waiver is sought. Any waiver by the Employer of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of the Employer to insist upon strict compliance with any provision of this Agreement at any time shall not deprive the Employer of the right to insist upon strict compliance with such provision at any other time or of the right to insist upon strict compliance with any other provision hereof at any time.

Section 11.    All notices, requests, demands, consents and other communications which are required or permitted hereunder shall be in writing, and shall be deemed given when actually received or if earlier, two days after deposit with the U.S. postal authorities, certified or registered mail, return receipt requested, postage prepaid or two days after deposit with an internationally recognized air courier or express mail, charges prepaid, addressed as follows:

If to Employer:

Walter, Inc.

Walter Drive

Wlter Massachusetts

Attention: Senior Vice President, HR

If to the Employee, at the address set forth in the Employer’s records, or to such other address as any party hereto may designate in writing to the other party, specifying a change of address for the purpose of this Agreement.

Section 12.     This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 13.    This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to agreements executed and to be performed solely within such state, without regard for its choice of law principles.

Exhibit 10.1

Section 14.

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| (a) | Employee understands and agrees that Employer shall suffer irreparable harm in the event that Employee breaches any of Employee’s obligations under Sections 1 and 2 of this Agreement and that monetary damages shall be inadequate to compensate Employer for such breach. Accordingly, Employee agrees that, in the event of a breach or threatened breach by Employee of any of the provisions of Section 1 or 2 of this Agreement, Employer shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or restrain any such breach by Employee. The Employer shall be entitled to seek all other monetary damages to which it is entitled under the law in connection with any transactions constituting a breach of any of the provisions of Sections 1 or 2 of this Agreement only in accordance with Section (b) herein. |

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| (b) | Except as set forth in Section (a) herein, the Parties shall submit any disputes arising under this Agreement to an arbitration panel conducting a binding arbitration in Boston, Massachusetts or at such other location as may be agreeable to the Parties, in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association in effect on the date of such arbitration (the “Rules”), and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The award of the arbitrator shall be final and shall be the sole and exclusive remedy between the Parties regarding any claims, counterclaims, issues or accountings presented to the arbitrator. |

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| (c) | Except as set forth in Section (a) herein, if either Party pursues any claim, dispute or controversy against the other in a proceeding other than the arbitration provided for herein, the responding Party shall be entitled to dismissal or injunctive relief regarding such action and recovery of all costs, losses and attorney’s fees related to such action. |

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| (d) | The Employee acknowledges and expressly agrees that this arbitration provision constitutes a voluntary waiver of trial by jury in any action or proceeding to which the Employee or the Company may be parties arising out of or pertaining to this Agreement. |

Any judicial proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of the Commonwealth of Massachusetts, and, by execution and delivery of this Agreement, each of the parties to this Agreement accepts the exclusive jurisdiction of such courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. This provision may be filed with any court as written evidence of the knowing and voluntary irrevocable agreement between the parties to waive any objections to jurisdiction, to venue or to convenience of forum. Each party acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues, and therefore each party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect of any litigation arising directly or indirectly out of this Agreement.

Section 15.    This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors and administrators, successors and assigns. Employee acknowledges and agrees that this Agreement may be assigned by Employer without further consent by the Employee (including but not limited to any successor to the Employer following a sale, merger or other similar transaction), but that Employee’s rights and obligations hereunder are personal and may not be assigned by Employee. For all purposes of this Agreement, references to the “Employer” shall be deemed to

Exhibit 10.1

include all predecessor and successor entities.

Section 16.    This Agreement shall be interpreted so as to be effective and valid under applicable law, but if any provision is prohibited or invalid under such law, such provision shall be ineffective only to the extent it is prohibited or invalid, without invalidating or nullifying the remainder of such provision or any other provision of this Agreement.

Section 17.    THE EMPLOYEE ACKNOWLEDGES THAT THE EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT AND HAS HAD ADEQUATE TIME AND OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF THE EMPLOYEE’S OWN CHOOSING REGARDING THE MEANING OF THE TERMS AND CONDITIONS CONTAINED HEREIN, AND THE EMPLOYEE FURTHER ACKNOWLEDGES THAT THE EMPLOYEE FULLY UNDERSTANDS THE CONTENT AND EFFECT OF THIS AGREEMENT AND AGREES TO ALL OF THE PROVISIONS CONTAINED HEREIN.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Non-CompA#9**

**EXHIBIT** **10(j)**

**Non-Disclosure** **And** **Non-Competition** **Agreement**

THIS AGREEMENT is entered into between Dock Industries, Inc. (the "Company") and the undersigned Employee. In consideration of Employee's employment with the Company and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Employee covenants and agrees as follows:

1. **Non-Disclosure** - Employee covenants and agrees so long as this Agreement is in effect, and after the termination of this Agreement, that:
   1. Without the prior written consent of Company, Employee shall not at any time, directly or indirectly, use for Employee's own benefit or purposes or for the benefit or purposes of any other person, firm, partnership, association, corporation or business organization, or disclose to any person, firm, partnership, association, corporation or business organization, any trade secrets, information, data,

know-how or knowledge (including, but not limited to, trade secrets, information, data, know-how or knowledge relating to customers, clients, products, technical services, business methods and techniques, print outs, reports, market development programs, revenues, costs, pricing structures, management practices, manuals, contracts, documents, designs, computer programs, computer operating systems, computer applications, software designs, inventions, processes, plans or employees) belonging to, or relating to the affairs of the Company except where required in good faith to transact the business of the Company.

* 1. Employee shall return to the Company, at its request, and in any event within three (3) days after termination of Employee's services, in good condition, reasonable wear and tear excepted, all documentation and records which are the property of Company and any and all copies thereof, including, but not limited to, all manuals, promotional and instructional materials, and similar aids and equipment, all correspondence, customer lists, files, plans, contracts, cost and pricing structures, accounting records, memoranda and reports as well as all of Company's equipment and other property in Employee's hands or under Employee's control at the time of the termination of Employee's employment.
  2. Employee shall keep in strict confidence all trade information, product data, technical services, management practices, business and pricing methods and techniques, customer and prospect lists, trade secrets and other confidential information concerning Company's business and its methods of doing business.

1. **Non-Competition**

Employee acknowledges that Employee will be dealing with confidential information, trade secrets and business methods which are the Company's property. Employee further acknowledges that the training, materials, customer lists and other confidential information and trade secrets, all provided to Employee by Company, are of value to the Company and that it is reasonable and necessary for the protection of Company that the Employee not compete with Company within the area and for the duration hereinafter set forth.

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Accordingly, Employee covenants and agrees that Employee shall not, for the term hereof and for a period of three (3) years following the termination of Employee's employment with Company (the "Restricted Period"), for any reason directly or indirectly (which means acting alone, as a sole proprietor, as a partner, employee or agent of a partnership; as an officer, director, employee or shareholder or agent of any other corporation; or as a trustee, fiduciary, consultant, independent contractor, agent or other representative) engage in any or all of the following activities within the Restricted Area (as defined below):

1. Become employed or affiliated in any capacity with, perform services of any type on behalf of, or enter into or engage in any business or other pursuit that competes with and/or is similar to the Company's business in any way; or
2. Promote the business of any person, firm, association, or corporation engaged in a business which competes with and/or is similar in any way with the business of the Company; or
3. Solicit, divert or take away or attempt to solicit, divert, or take away, any of the Company's customers, clients, accounts, sales and/or service representatives, independent contractors or subcontractors, agents, suppliers or patronage; or
4. Attempt to seek or cause any of Company's customers, clients, accounts, sales and/or service representatives, independent contractors or suppliers to refrain from patronizing Company; or
5. Knowingly employ or engage, or attempt to employ or engage, in any capacity, any person employed by the Company, or any sales and/or service representative, or any independent contractor or agent of the Company, who was an employee, representative, contractor, or agent of the Company during the period of three (3) years prior to Employee's termination.
6. For purposes of this Agreement, the "Restricted Area" shall be defined in relation to the geographic scope of activities carried on by Employee on the Company's behalf during the term of Employee's employment. For example, if Employee's duties are those of upper management and he or she directs, controls, or influences activities on behalf of the Company which are nationwide in scope, the Restricted Area shall be the United States of America and the territories thereof. If, however, Employee is in middle management and his or her activities relate to a specific geographic area such as a state of the United States or other region of the country, then the Restricted Area shall be that state or region. For inside or outside sales employees, the Restricted Area shall be every state which includes any part of the sales territory or region for which that salesperson has been responsible or partially responsible while in the Company's employ. These examples are by no means all inclusive. They are set forth as the most common examples of the Restricted Area intended to be covered by this Agreement.
7. Employee agrees that each of the above covenants are separate and distinct covenants, independent of each other, and that the illegality or invalidity of any one or more of them or any part of one or more of them shall not render the others illegal or invalid, and that if the invalidity or unenforceability is due to the unreasonableness of the time or geographic area covered by said covenants, said covenants shall nevertheless be enforced to the maximum extent permitted by law and effective for such period of time and for such area as may be determined to be reasonable by a court of competent jurisdiction.

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1. **Miscellaneous**
   1. The existence of any claim or cause of action of the Employee against Company, shall not constitute a defense to the enforcement by Company of the above covenants or obligations. Employee agrees that if Employee breaches any of the covenants or obligations set forth above, the Restricted Period shall be suspended until such time as said violation shall cease. Employee further agrees that if Employee breaches any of Employee's covenants or obligations set forth above, the Company shall have the right, in addition to other rights provided herein or any other rights that it may have in law or equity, to seek and obtain from any Court of competent jurisdiction relief by way of injunction. Employee acknowledges and agrees that should Employee breach any of Employee's covenants and obligations above, the Company would suffer irreparable damages and the Company would have no adequate remedy at law.
   2. If any portion of this Agreement shall be determined to be invalid or unenforceable, then such determination shall not affect any other portion of this Agreement and such other portions shall remain in full force and effect.
   3. Employee covenants and acknowledges that Employee executed this Agreement prior to the commencement of employment with Company and that this Agreement is supported by good, valuable and sufficient consideration.
   4. This Agreement may not be modified or amended except by a written instrument signed by both Company and Employee. This Agreement shall inure to the benefit of the successors and assigns of the Company and shall be binding upon Employee's heirs, executors, administrators and successors.
   5. This Agreement and any dispute arising from or in relation to it shall be governed by and construed in accordance with the laws of the State of Ohio. Venue of any action or dispute of any kind arising from or relating to Employee's employment with Company is limited exclusively to the Courts of the State of Ohio. Employee acknowledges and agrees that this Agreement may be assigned by the Company without Employee's consent.

**Employee:** **For** **Dock** **Industries,** **Inc.**

Name: Percy Stewart Signature: /s/ Mica Forman

Signature: /s/ John C. Orr Title: Director of Personnel

Date: 7/15/00 Date: 7/18/00

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**Non-CompA#10**

**Non-Competition, Non-Solicitation & Severance Benefit Agreement**

This Non-Competition, Non-Solicitation & Severance Benefit Agreement (“Agreement”) is entered into this 5 thday of May 2011 between Arc Hotels International, Inc. (“Arc”), a Delaware corporation with principal offices at XXXX, Maryland, and Norm Keebler (“Employee”).

Recitals

A. Employee is a management-level employee of Arc or a subsidiary of Arc (collectively, “Arc”);

B. Arc devotes significant time, resources and effort to the training and advancement of its management employees, and its management team constitutes a significant asset and important competitive edge;

C. Arc has determined that it is in the best interest of the company and its shareholders to enter into an agreement with Employee whereby Employee agrees to certain non-competition, non-solicitation and confidentiality restrictions in consideration of, among other things, certain severance benefits.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree to the following terms:

1. **Definitions**. As used in this Agreement, the following terms shall have the ascribed meaning:

(a) “Board” means the Board of Directors of Arc.

(b) “Cause” means any one or more of the following, whether occurring before or after the date hereof: (i) Employee’s deliberate and continued refusal to carry out duties and instructions of the Board and CEO consistent with the position following notice by Arc and a five business days cure period; (ii) Employee’s commission of an act materially detrimental to the financial condition, operations and/or goodwill of Arc; (iii) Employee’s gross negligence or willful misconduct in the performance of duties to Arc; (iv) Employee’s commission of any act of theft, fraud, dishonesty, breach of trust or breach of fiduciary duty involving Arc; (v) Employee’s conviction of, or plea of guilty or nolo contendere to, a felony or any crime involving moral turpitude, fraud or embezzlement; (vi) any breach by Employee of the covenants contained in this Agreement, or (vii) the material violation by Employee of any Arc policy or any statutory or common law duty to Arc.

(c) “Change in Control” means the happening of the earliest of the following to occur:

(i) Any “person” as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (other than (i) Arc, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of Arc, (iii) any corporations owned, directly or indirectly, by the stockholders of Arc in substantially the same proportions as their ownership of stock, or (iv) Stewart Bainum, his wife, their lineal descendants and their spouses (so long as they remain spouses) and the estate of any of the foregoing persons, and any partnership, trust, corporation or other entity to the extent shares of common stock (or their equivalent) are considered to be beneficially owned by any of the persons or estates referred to in the foregoing provisions of this subsection 1(c) or any transferee thereof) becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of Arc representing 33% or more of the combined voting power of Arc’s then outstanding voting securities.

(ii) Individuals constituting the Board on the date of this Agreement and the successors of such individuals (“Continuing Directors”) cease to constitute a

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majority of the Board. For this purpose, a director shall be a successor if and only if he or she was nominated by a Board (or a Nominating Committee thereof) on which individuals constituting the Board on the date of this Agreement and their successors (determined by prior application of this sentence) constituted a majority.

(iii) The stockholders of Arc approve a plan of merger or consolidation (“Combination”) with any other corporation or legal person, other than a Combination which would result in stockholders of Arc immediately prior to the Combination owning, immediately thereafter, more than sixty-five percent (65%) of the combined voting power of either the surviving entity or the entity owning directly or indirectly all of the common stock, or its equivalent, of the surviving entity; provided, however, that if stockholder approval is not required for such Combination, the Change in Control shall occur upon the consummation of such Combination.

(iv) The stockholders of Arc approve a plan of complete liquidation of Arc or an agreement for the sale or disposition by Arc of all or substantially all of Arc’s stock and/or assets, or accept a tender offer for substantially all of Arc’s stock (or any transaction having a similar effect); provided, however, that if stockholder approval is not required for such transaction, the Change in Control shall occur upon consummation of such transaction.

(d) “Change in Control Termination” means and includes the termination of Employee’s employment with Arc at any time during the twelve (12) month period after a Change in Control if such termination is (i) by Arc for any reason other than Cause, (ii) by Employee for Good Reason.

(e) “Competing Business” means any business or enterprise that: (i) is engaged in the mid-market or economy hotel franchising business, (ii) competes in the same upscale, select service segment as Cambria Suites or any successor or substantially similar Arc brand, or (iii) competes in any other line of business in which Arc is materially engaged at the time of the Termination Date.

(f) “Confidential Information” means any non-public information, in any format, relating to the business of Arc, including, but not limited to, present or prospective operating, marketing and development plans, training manuals, training policies and procedures, financial and technical information, passwords, source codes, personnel information, franchisee information, business systems, trade secrets, pricing and cost information, contact lists, strategic plans or strategies, operating data or Arc policies.

(g) “Disability” means if Employee is unable to perform the essential functions of Employee’s position, after any legally required reasonable accommodation, for more than 180 days (whether or not consecutive) in any period of 365 consecutive days.

(h) “Good Reason” means a voluntary termination by Employee following a material, substantial change in either Employee’s compensation or position and responsibilities, provided such termination occurs within forty-five days of the change in compensation or position. Employee must provide Arc with at least thirty (30) days’ prior written notice of electing a Good Reason termination.

(i) “Release Agreement” means the release of claims attached as Exhibit A.

(j) “Severance Benefits” means the benefits specified in Section 5.

(k) “Severance Benefit Period” means the seventy (70) week period following the Termination Date.

(l) “Termination Date” means the date the Employee’s employment with Arc ends.

(m) “Works” means any ideas, concepts, methods of operation, processes, programs or other materials (including training manuals, policies and procedures) that Employee conceived, created, developed or wrote while employed by Arc that relate in any manner to the business of Arc.

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2. **Confidentiality**. Employee acknowledges that Confidential Information and Works are valuable and unique assets belonging to Arc. During employment and after the Termination Date, Employee shall not, except as required by law or by Employee’s duties for Arc and for the benefit of Arc, directly or indirectly, or cause others to, make use of or disclose to others any Confidential Information or Works. Notwithstanding the foregoing, Confidential Information does not include information which was or becomes generally available to the public other than as a result of a disclosure by Employee. Works constitute works made for hire and in all circumstances shall be and remain the sole and exclusive property of Arc, whether or not protectable under any laws, including patent, trademark, copyright or trade secret laws.

3. **Non-Solicitation.**During employment and for a period of seventy (70) weeks following the Termination Date, Employee agrees, except as required by Employee’s duties for Arc and for the benefit of Arc or with the prior written consent of Arc, not to solicit or attempt to solicit, directly or indirectly, on Employee’s behalf or on behalf of any other person or entity, any person or entity who then is or who was as of the Termination Date, an employee, business partner or franchisee of Arc, or was actively solicited to have such a relationship with Arc within six (6) months prior to the Termination Date, to cease, curtail or refrain from entering into such a relationship with Arc. Nothing in the foregoing shall be construed as preventing Employee from otherwise lawfully soliciting business from any then current or prospective business partner or franchisee that is for a line of business other than any Competing Business.

4. **Non-Competition.**During employment and for a period of seventy (70) weeks after the Termination Date, Employee will not, except as required by Employee’s duties for Arc and for the benefit of Arc, or with the prior written consent of the Board, directly or indirectly, own, manage, operate, join, control, finance or participate in the ownership, management, operation, control or financing of, or be connected as an officer, director, employee, partner, principal, agent, representative, consultant or in any other capacity, or use or permit Employee’s name to be used in connection with, any business or enterprise that is engaged in a Competing Business in the U.S. or Canada; provided, however, that the foregoing shall not be construed as preventing Employee from otherwise lawfully (i) investing Employee’s assets in (A) the securities of any Competing Business that is a public company, or (B) the securities of any Competing Business that is a privately-held corporation, limited partnership, limited liability company or other business entity, if such holdings are passive investments of one percent (1%) or less of such entity’s outstanding securities or (ii) becoming an employee, agent or representative of, consultant to, or otherwise connected with, any business entity that has multiple lines of business, some of which are not a Competing Business, if Employee’s services for such entity are restricted so that Employee will provide no services or other assistance in support of, and will not otherwise be involved with, any such Competing Business conducted by such entity.

5. **Severance Benefits.**If Employee terminates for Good Reason or is terminated by Arc for any reason other than Cause, Change in Control Termination, Disability or death and Employee executes the Release Agreement within twenty-one (21) days of the Termination Date (or forty-five (45) days if such longer review period is required by the ADEA) and has not revoked the Release Agreement as permitted therein, Arc shall provide to Employee, in consideration of Employee’s promises and covenants contained in this Agreement and the Release Agreement, a Severance Benefit equal to:

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|  | (a) | During the Severance Benefit Period, a bi-weekly payment equal to Employee’s bi-weekly base salary rate on the Termination Date, less standard deductions, payable in installments in accordance with Arc’s normal payroll practices (“Discretionary Pay”) ; |

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|  | (b) | If the Termination Date occurs after June 30 in a given year, then Employee shall be eligible for full payout of the bonus for that fiscal year based on the actual attainment level for the company objectives and at 100% deemed attainment of the individual Management Bonus Objectives. The bonus will be paid out, if at all, at such time as the other corporate officers receive their bonus. |

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|  | (c) | Stock option and stock awards granted under Arc’s Long-Term Incentive Plan after the date of this Agreement shall continue to vest and be exercisable during the Severance Benefit Period. At the end of the Severance Benefit Period, vesting shall cease and Employee shall have 90 days thereafter to exercise all stock options that are vested at the end of the Severance Benefit Period. |

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|  | (d) | During the Severance Benefit Period, Arc will provide Employee at its expense with its standard outplacement services for executive level employees. Upon obtaining other employment, Employee will be ineligible to continue receiving these outplacement services at Arc’s expense. |

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|  | (e) | During the Severance Benefit Period, (i) Employee may continue deductions for medical, dental, and pre-tax spending accounts while receiving Discretionary Pay, and Employee consents to the customary deductions for such benefits from Discretionary Pay, and (ii) Arc will continue to pay employer contributions to Employee’s medical and dental insurance, and pre-tax spending accounts while Employee is receiving Discretionary Pay. Arc will stop optional deductions for items such as retirement plans and life insurance with Employee’s last paycheck for regular hours worked through the Termination Date. Employee will be eligible to continue group health and dental benefits at Employee’s own expense in accordance with and to the extent required by the federal COBRA law. |

6. **Re-employment**. After the Termination Date, Employee shall not be required to mitigate damages as a condition to receiving Severance Benefits, but nevertheless shall be entitled to pursue other employment as permitted by this Agreement. If Employee chooses to pursue and accept other employment or consulting during the Severance Benefit Period, Arc shall be entitled to receive as an offset, and thereby reduce its payment under Sections 5(a) and (b), the amounts received by Employee from any other active employment. Employee agrees to notify Arc within seven (7) days of accepting such employment by sending such notice to Arc Hotels International, XXX, Maryland00001, Attention: Vice President — Human Resources. As a condition to Employee receiving the Severance Benefits from Arc, Employee agrees to permit verification of Employee’s employment records and Federal income tax returns by an independent attorney or accountant, selected by Arc but reasonably acceptable to Employee, who agrees to preserve the confidentiality of the information disclosed by Employee except to the extent required to permit Arc to verify the amounts received by Employee from other active employment. Arc shall receive credit for unemployment insurance benefits, social security insurance or like amounts actually received by Employee.

7. **Change in Control.**

(a) If, within twelve (12) months after a Change in Control, there occurs a Change in Control Termination, Employee shall receive as severance compensation a lump sum payment in an amount equal to 200% of Employee’s base salary at the rate in effect as of the Termination Date, plus 200% of the amount of any full year bonus awarded to Employee for the year immediately preceding the Change in Control (or the target bonus if no such bonus was awarded in the prior year). Additionally, all unvested restricted stock, performance vested restricted stock units and stock option awards granted after the date of this Agreement and then held by Employee shall automatically become fully vested as of the date of the Change of Control Termination.

(b) Employee’s right to receive the benefits described in Section 7(a) shall be conditioned upon Employee executing the Release Agreement.

8. **Excise Tax.**

(a) Anything in this Agreement to the contrary notwithstanding, if it shall be determined that any payment or distribution to the Employee or for the Employee’s benefit (whether paid or payable or distributed or distributable) pursuant to the terms of this Agreement or otherwise (the “Payment”) would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code (the “Excise Tax”), then the Employee shall be entitled to receive from Arc an additional payment (the “Gross-Up Payment”) in an amount such that the net amount of the Payment and the Gross-Up Payment retained by the Employee after the calculation and deduction of all Excise Taxes (including any interest or penalties imposed with respect to such taxes) on the Payment and all federal, state and local income tax, employment tax and Excise Tax (including any interest or penalties imposed with respect to such taxes) on the Gross-Up Payment provided for in this Section, and taking into account any lost or reduced tax deductions on account of the Gross-Up Payment, shall be equal to the Payment;

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(b) All determinations required to be made under this Section, including whether and when the Gross-Up Payment is required and the amount of such Gross-Up Payment, and the assumptions to be utilized in arriving at such determinations shall be made by Accountants which Arc shall request provide the Employee and Arc with detailed supporting calculations with respect to such Gross-Up Payment at the time the Employee is entitled to receive the Payment. For the purposes of this Section, the “Accountants” shall mean Arc’s independent certified public accountants. All fees and expenses of the Accountants shall be borne solely by Arc. For the purposes of determining whether any of the Payments will be subject to the Excise Tax and the amount of such Excise Tax, such Payments will be treated as “parachute payments” within the meaning of Section 280G of the Code, and all “parachute payments” in excess of the “base amount” (as defined under Section 280G(b)(3) of the Code) shall be treated as subject to the Excise Tax, unless and except to the extent that in the opinion of the Accountants such Payments (in whole or in part) either do not constitute “parachute payments” or represent reasonable compensation for services actually rendered (within the meaning of Section 280G(b)(4) of the Code) in excess of the “base amount,” or such “parachute payments” are otherwise not subject to such Excise Tax; for purposes of determining the amount of the Gross-Up Payment the Employee shall be deemed to pay Federal income taxes at the highest applicable marginal rate of Federal income taxation for the calendar year in which the Gross-Up Payment is to be made and to pay any applicable state and local income taxes at the highest applicable marginal rate of taxation for the calendar year in which the Gross-Up Payment is to be made, net of the maximum reduction in Federal income taxes which could be obtained from the deduction of such state or local taxes if paid in such year (determined without regard to limitations on deductions based upon the amount of the Employee’s adjusted gross income); and to have otherwise allowable deductions for Federal, state and local income tax purposes at least equal to those disallowed because of the inclusion of the Gross-Up Payment in the Employee’s adjusted gross income. Any Gross-Up Payment with respect to any Payment shall be paid by Arc at the time the Employee is entitled to receive the Payment. Any determination by the Accountants shall be binding upon Arc and the Employee. As a result of uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accountants hereunder, it is possible that the Gross-Up Payment made will have been an amount less than Arc should have paid pursuant to this Section (the “Underpayment’). In the event that Arc exhausts its remedies and the Employee is required to make a payment of any Excise Tax, the Underpayment shall be promptly paid by Arc to or for the Employee’s benefit.

9. **Acknowledgments.**Employee and Arc acknowledge and agree as follows:

(a) The restrictions contained in Sections 2, 3 and 4 are reasonable and necessary to protect and preserve the legitimate interests, properties, goodwill and business of Arc, that Arc would not have entered into this Agreement in the absence of such restrictions and that irreparable injury will be suffered by Arc should the Employee breach any of those provisions. Employee represents and acknowledges that (i) the Employee has been advised by Arc to consult Employee’s own legal counsel at Employee’s expense prior to executing this Agreement, and (ii) that the Employee has had full opportunity, prior to execution of this Agreement, to review thoroughly this Agreement with the Employee’s counsel.

(b) A breach of any of the restrictions in this Agreement cannot be adequately compensated by monetary damages and Arc shall be entitled to seek preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as any other appropriate equitable relief, which rights shall be cumulative and in addition to any other rights or remedies to which Arc may be entitled.

(c) In the event that any of the provisions of this Agreement should ever be adjudicated to exceed the time, geographic, service, or other limitations permitted by applicable law in any jurisdiction, it is the intention of the parties that the provision shall be amended to the extent of the maximum time, geographic, service, or other limitations permitted by applicable law, that such amendment shall apply only within the jurisdiction of the court that made such adjudication and that the provision otherwise be enforced to the maximum extent permitted by law. The invalidity of any provision of this Agreement shall not effect the validity of the remaining provisions of this Agreement.

(d) This Agreement supersedes and extinguishes any rights Employee may have under Arc’s standard Severance Benefit Plan.

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(e) This Agreement shall not be construed as giving the Employee the right to be retained in the service of Arc for any definite period or otherwise to change Employee’s status as an at-will employee.

(f) If required under Section 409A of the Internal Revenue Code, any Severance Benefit or Change of Control payment will made six (6) months following the Termination Date.

(g) Employee agrees that Employee is not entitled to any unemployment benefits, and, to the extent permitted by law, that Employee does not intend to seek any unemployment benefits, during the Severance Benefit Period. Arc will not contest Employee’s claim for unemployment benefits after the Severance Benefit Period.

9. **Miscellaneous.**

(a) This Agreement contains the entire agreement of the parties, and supersedes all other agreements, discussions or understandings concerning the subject matter. It may be changed only by an agreement in writing signed by both parties.

(b) This Agreement shall be governed by the laws of the State of Maryland, and any disputes arising out of or relating to this Agreement shall be brought and heard in any court of competent jurisdiction in the State of Maryland. Each party submits to the venue and jurisdiction of said courts.

(c) No failure by either party hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

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| ARC HOTELS INTERNATIONAL, INC. | | |
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| By: |  | /s/ Walt Blackman |
|  |  | Walt Blackman, Senior Vice President |
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| Employee: | | |
|  | | |
| /s/ Norm Keebler | | |
| Norm Keebler | | |

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**EXHIBIT A**

**RELEASE AGREEMENT**

This Release Agreement (“Release Agreement”) is made as of                  , 20      by                      (“Employee”) in favor of Arc Hotels International, Inc. and its subsidiaries (collectively “Arc”).

WHEREAS, Employee and Arc have previously entered into a Non-Competition, Non-Solicitation and Severance Benefit Agreement dated November      , 2007 (“Agreement”); and

WHEREAS, in consideration for certain covenants and benefits under the Agreement, Employee is obligated to execute this Release Agreement upon termination of employment;

NOW, THEREFORE, in consideration of the promises contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree to the following terms:

1. **Last Day Worked**. Employee’s employment terminated, or will terminate, on                  , 20      (“Termination Date”). Employee will return to Arc, no later than the close of business on the Termination Date, any Arc property, including original and copied computer hardware or software, credit cards, long distance telephone cards, and keys or passcards to Arc buildings, and all other property in Employee’s possession, custody or control.

2. **Release**. Employee agrees, in exchange for the benefits set forth in the Agreement, to irrevocably and unconditionally release Arc and its parents, subsidiaries and affiliated entities, and each of their respective officers, directors, shareholders, employees, agents, representatives, insurers, attorneys, employee welfare benefit plans and pension or deferred compensation plans under Section 401 of the Internal Revenue Code of 1954, as amended, and their trustees, administrators and other fiduciaries; and all persons acting by, through, under or in concert with them, and each of their predecessors, successors and assigns or any of them (collectively “Arc Releasees”), of and from any and all manner of action or actions, cause or causes of action, in law or equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, grievances, damages, loss, cost or expense, of any nature, known or unknown, fixed or contingent, which Employee now has or may later have against the Arc Releasees, or any one of them, by reason of any matter, cause, or thing from the beginning of time to the Effective Date of this Agreement, including without limitation those arising out of, based on, or relating to the hire, employment, termination, remuneration (including any severance, salary, bonus, incentive or other compensation; vacation sick leave or medical insurance benefits; or any benefits from any employee stock ownership, profit-sharing and/or any deferred compensation plan under Section 401 of the Internal Revenue Code of 1954 (“Claims”). The Claims that Employee is releasing include, but are not limited to, a release of any rights or claims Employee may have under:

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|  | • |  | the Age Discrimination in Employment Act, which prohibits age discrimination in employment; |

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|  | • |  | Title VII of the Civil Rights Act of 1964, which prohibits discrimination in employment based on race, color, national origin, religion or sex; |

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|  | • |  | the Civil Rights Act of 1991; |

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|  | • |  | the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; |

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|  | • |  | the Americans with Disabilities Act; |

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|  | • |  | the Family and Medical Leave Act; |

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|  | • |  | and any other federal, state or local laws or regulations prohibiting employment discrimination, harassment or retaliation. |

Employee also releases any Claims for wrongful discharge or breach of contract, Claims for any personal injury or tort, Claims for any compensation, benefits, expenses, bonuses, or any other employee rights or benefits, Claims for employment or reinstatement, Claims for attorneys’ fees and costs, and all other Claims under any applicable statute, contract or other cause of action. This Agreement covers both Claims Employee knows about and those Employee may not know about. Employee assumes the risk of any and all unknown Claims which may exist at the time Employee signs this Agreement, and Employee agrees that this Agreement shall apply to any and all known and unknown Claims.

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3. **No Release of Rights Under Agreement**. By signing this Release Agreement, Employee does not waive or release Employee’s right to enforce the Agreement. Employee does not release claims for or rights to earned compensation, vested benefits or indemnification under Arc’s bylaws.

4. **Lawsuits**. To the fullest extent permitted by law, Employee promises never to file a lawsuit, claim, complaint, charge, demand, administrative proceeding, agency action or any other legal proceeding (collectively “Lawsuit”) asserting any Claims that are released in this Agreement. Employee agrees to withdraw with prejudice all Lawsuits, if any, Employee has filed against any Arc Releasee asserting any Claims with any agency or court. Employee also waives the right to seek or receive any monetary benefits with respect to Lawsuits asserted by administrative agencies or other third parties on Employee’s behalf. Employee further agrees not to assist any other person in bringing any Lawsuit against any Arc Releasee, unless compelled to do so pursuant to a valid court order or subpoena. Employee agrees not to make any derogatory remarks or provide and disparaging information about any Arc Releasee. Employee agrees to reasonably assist Arc in any Lawsuit arising from circumstances that took place during Employee’s employment, to the extent reasonably necessary to protect Arc’s interests. Arc will reimburse Employee for all reasonable and necessary expenses Employee incurs in complying with the foregoing sentence, provided they are approved by Arc in writing prior to being incurred.

5. **No Admission**. Employee agrees that this Release Agreement is not an admission of guilt or wrongdoing by the Arc Releasees, and Employee acknowledges that the Arc Releasees do not believe or admit that they have done anything wrong. Employee acknowledges that Employee has not suffered any wrongful treatment by any Arc Releasee.

6. **Breach**. If Employee breaches this Release Agreement and files a Lawsuit against any Arc Releasee on Claims that Employee released in this Release Agreement, Employee agrees to pay for all costs incurred by the Arc Releasee, including reasonable attorneys’ fees, in defending against Employee’s Lawsuit. Employee further agrees not to assist any other person in bringing any Lawsuit against any Arc Releasee, unless compelled to do so pursuant to a valid subpoena or court order. If Employee breaches the promises in this Release Agreement, Arc may terminate all Severance Benefits under the Agreement that are still owed to Employee.

7. **Governing Law**. This Agreement is governed by Maryland law, without regard to the principles of conflicts of laws. If a dispute arises under this Agreement, any Lawsuit must be brought exclusively in the courts for Montgomery County, Maryland. Employee and Arc voluntarily submit to the jurisdiction and venue of said court.

8. **Binding**. Employee agrees and acknowledges this Release Agreement binds Employee’s heirs, administrators, representatives, executors, successors, and assigns, and will inure to the benefit of all Arc Releasees and their respective heirs, administrators, representatives, executors, successors, and assigns.

9. **Severability**. Any invalidity, in whole or in part, of any provision of this Release Agreement shall not affect the validity of any other of its provisions.

10. **Period for Review and Consideration**. Employee has 21 days from the date Employee receives this Release Agreement to review and consider this document before signing it. Employee may use as much of this 21 day period as Employee wishes before signing this Release Agreement. Arc advises Employee to consult with an attorney at Employee’s own expense before signing this Release Agreement; whether to do so is Employee’s decision. If Employee wishes to sign this Release Agreement and thereafter be eligible to receive the Severance Benefits under the Agreement, Employee must deliver one fully executed original of this Release Agreement, to Arc Hotels International, XXXXX, Maryland 000, Senior Vice President— Human Resources, no later than the close of business on the 21st day after Employee receives this Release Agreement. Employee’s failure to deliver timely the executed Release Agreement will nullify the Agreement, and Employee will not be entitled to receive the Severance Benefits.

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11. **Revocation of Release Agreement**. Employee may revoke this Release Agreement within 7 days after signing it (the “Revocation Period”). If Employee wishes to revoke this Release Agreement after signing it, Employee must deliver a written notice of revocation to Arc Hotels International, Marylandoooo, Attention: Senior Vice President, Human Resources. Arc must receive this revocation no later than the close of business on the 7th day after Employee signs this Release Agreement. If Employee revokes this Release Agreement, it shall not be effective or enforceable and Employee will not receive the Severance Benefits under the Agreement.] This Agreement will not become effective or enforceable until such date that is is signed by both parties and the Revocation Period expires without Employee exercising Employee’s right of revocation (the “Effective Date”).

**EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS HAD AN OPPORTUNITY TO REVIEW AND CONSIDER THIS RELEASE AGREEMENT WITH AN ATTORNEY, AND THAT EMPLOYEE HAS HAD SUFFICIENT TIME TO CONSIDER IT. AFTER SUCH CAREFUL CONSIDERATION, EMPLOYEE KNOWINGLY AND VOLUNTARILY ENTERS INTO THIS RELEASE AGREEMENT WITH FULL UNDERSTANDING OF ITS MEANING AND EFFECT.**

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| **Employee:** |
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**Non-CompA#11**

 CFO NON-COMPETE

**EMPLOYEE CONFIDENTIAL**

**INFORMATION AND**

**NONCOMPETITION**

**AGREEMENT**

This Employee Confidential Information and Noncompetition Agreement is made and entered into on this 28th day of March, 2014, by and between Greg Matasitti, hereinafter "Employee," and Pecuniaries, Inc., a Delaware corporation (collectively with any and all current and future subsidiary and/or affiliate companies, the "Company").

**WHEREAS**, Employee is a highly qualified individual who was recruited by the Company for employment for this critical position; and

**WHEREAS**, Employee has established an employment relationship with the Company and has received, and may continue to receive, certain benefits including stock grants and options; and

**WHEREAS**, by reason of employment by the Company, Employee has received, and will continue to receive, the value and advantage of confidential information and special training and skills, and the expert knowledge and experience of the contacts with other Company employees; and

**NOW THEREFORE**, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, it is agreed as follows:

**Section 1.**    **Scope of Agreement.**

(a)    This contract is not a contract of employment for any particular term. Employee's employment by the Company is at will, unless otherwise agreed by the Company and Employee in writing.

(b)     Severance policies and procedures are as set forth in the Employee Policy Manual of the Company; provided that in the event of a conflict between this Agreement and the Employee Policy Manual, this Agreement shall govern.

**Section 2.**    **Severance and Bonuses.**

(a)     In consideration of the covenants by Employee contained below, in the event of (i) a termination of Employee's employment by action of the Company other than for Cause or Disability or (ii) Employee's resignation for Good Reason, the Employee will receive (A) severance pay, in an amount equal to the base salary (without regard to any reduction in base salary) that would have been paid to Employee over the twelve (12) month period following the effective date of Employee's termination of employment had Employee remained employed by the Company during such period, which amount shall be paid during such twelve (12) month period in accordance with the Company's regular payroll practices, plus (B) Company-paid premiums for medical benefit coverage for such period, plus (C) full and immediate vesting of the RSU award granted to the Employee pursuant to the Offer Letter (as defined below). Medical benefit continuation during such severance period shall be counted against the benefit continuation period required under COBRA. The payments and benefits described in Subsections (A), (B) and (C) are subject to the timely execution, delivery and non­ revocation of a valid release and waiver in a form reasonably acceptable to the Company within thirty (30) days of the date of Employee's termination of employment with the Company, which release and waiver shall be provided to Employee promptly following the date of Employee's termination of

employment. If Employee fails to execute a waiver and release or revokes such waiver and release within this thirty (30) days period, Employee shall not be entitled to receive any of the payments or benefits described in Subsections (A), (B) or (C). For the avoidance of doubt, the payments and benefits described in Subsections (A), (B) and (C) shall not commence until the waiver and release becomes effective and the period of revocation has passed without revocation by Employee. In the event this thirty (30) days period overlaps two (2) calendar years, any amounts payable pursuant to Subsections (B) and (C) will be paid in the later calendar year. The first payment of continued base salary as described in Subsection (A) shall be made on the first payroll date on or following the thirtieth (30th) day following Employee's termination of employment and shall include any amounts attributable to the period of time between the date of Employee's termination of employment with the Company and such first payment.

(b)     In the event of (i) a termination of Employee's employment by action of the Company other than for Cause (ii) in the event of termination of Employee's employment by death of Employee, or (iii) Employee's resignation for Good Reason, Employee shall also be entitled to receive a pro rata portion (based on the number of days of Employee's employment during the fiscal quarter in which the Employee's employment is terminated) of any bonus payment that would have been payable to him for that fiscal quarter if the Employee had been in the employ of the Company for the full fiscal quarter. If the Employee's compensation arrangement did not contemplate a bonus payable on a quarterly basis, but instead contemplated a bonus paid on some longer fiscal period (such as a half-year or full year), then the pro rata bonus shall be computed based on the number of days of Employee's employment during such longer fiscal period in which the Employee's employment is terminated and the amount of the bonus payment that would have been payable to him for such longer fiscal period. No bonus will be payable to the Employee with respect to any bonus period commencing after the bonus period in which the Employee's employment terminated. Notwithstanding anything to the contrary in this paragraph (b) or anything to the contrary in Employee's offer letter dated March 4, 2014 (the "Offer Letter"), in the event Employee is entitled to a payment under this paragraph (b) during calendar year 2014 or calendar year 2015, Employee will be entitled to receive any unpaid portion of the "guaranteed bonus" (as described in the Offer Letter) otherwise payable to Employee for the year in which Employee's termination occurs, and any payment made pursuant to this paragraph (b) shall each be subject to the timely execution, delivery and non-revocation of a valid release and waiver in a form reasonably acceptable to the Company within thirty (30) days of the date of Employee's termination of employment with the Company. If Employee fails to execute a waiver and release or revokes such waiver and release within this thirty (30) day period, Employee shall not be entitled to receive any unpaid portion of the "guaranteed bonus" (as described in the Offer Letter) or any payment described in this paragraph (b). For the avoidance of doubt, payment of the unpaid portion of the "guaranteed bonus" (as described in the Offer Letter) and any payment described in this paragraph (b) shall not be made until the waiver and release becomes effective and the period of revocation has passed without revocation by Employee. In the event this thirty (30)day period overlaps two (2) calendar years, any amounts payable will be paid in the later calendar year.

(c)     *Cause.*"Cause" means:

(i)    The Employee has breached the provisions of Section 4, Section 5, Section 6, or Section 7 of this Agreement in any material respect;

(ii)The Employee has been convicted of, or plead guilty or no contest to, (A) fraud, misappropriation or embezzlement in connection with the Company's business, or (B) a felony, and has failed to submit a resignation in accordance with Section 2(e) below; or

(iii)The Employee has breached his or her duties hereunder in any material respect or willfully failed to perform his or her duties as an officer or employee of the Company in any material respect, if such breach or failure has not been cured within thirty (30) days after receipt of written notice from the Company of such breach or failure. For purposes of this subsection 2(c)(iii), the determination of

"material respect" and "willfully failed to perform" shall be made by the Company's Board of Directors in their reasonable discretion.

Notwithstanding the foregoing, the Employee shall not be deemed to have been terminated for Cause pursuant to clause (i) above unless and until there shall have been delivered to the Employee (A) a notice of termination and (B) a copy of a resolution duly adopted by the Board of Directors of the Company finding that, after reasonable notice to the Employee and an opportunity to be heard, in the good faith opinion of the Board of Directors of the Company, the Employee has engaged in conduct constituting Cause for termination hereunder.

(d)     *Disability.*"Disability" means any mental or physical condition that renders the Employee unable to perform the essential functions of his position, with or without reasonable accommodation, for a period in excess of six (6) months.

(e)     *Good Reason*. "Good Reason" means the occurrence of one of the following events: (i) material reduction in Employee's duties, title, authority or responsibilities; or (ii) a material reduction in Employee's base salary or the target annual bonus opportunity.

Notwithstanding the foregoing, Employee will not be deemed to have terminated for Good Reason unless (A) Employee provides written notice to the Company of the existence of one of the conditions described above within ninety (90) days after Employee has knowledge of the initial existence of the condition, (B) the Company fails to remedy the condition so identified within sixty (60) days after receipt of such notice (if capable of correction.!.

(f)     If the Employee is ever convicted of, or pleads guilty or no contest to, any felony offense, then the Employee shall immediately tender a resignation from each and every position the Employee then holds with the Company (whether as officer, director, employee, consultant or otherwise).

**Section 3.**    **Employees' Acknowledgments.**

(a)     The Employee understands and acknowledges that because of the confidential and sensitive nature of the information to which the Employee will have access during the course of his employment with the Company, any unauthorized use, disclosure or misappropriation of such information will cause irreparable damage to the Company.

(b)     The Employee acknowledges that the Company has expended considerable resources to develop the confidential information and the relationships that the Company enjoys with its customers, suppliers, employees, officers and other agents, and these assets of the Company are critical to the business of the Company. The Employee agrees that the restrictions set forth below are necessary to prevent even the inadvertent disclosure of this confidential information or the interference with these relationships and to protect the legitimate business interests of the Company and are reasonable in scope and content.

**Section 4.**    **Protection of Information.**

(a)     The Employee hereby covenants with Company that, throughout the term of his employment by the Company, Employee will serve Company's best interests loyally and diligently. Throughout the course of employment by Company and thereafter, Employee will not disclose to any person, firm, corporation or entity (except when expressly authorized in writing by Company) any information relating to Company's business, including, without limitation, merchant application processing and credit underwriting software, merchant information systems, sales compensation and sales force automation software and systems, electronic payment transaction processing software, fraud and risk analysis systems, human resources and time and attendance information systems and software, payroll services information systems and payroll application processing software, sales policy documents, marketing communications materials, information relating to trade secrets, business methods, products, processes, procedures, development or experimental projects, suppliers,

customer lists or the needs of customers or prospective customers, clients, etc., and will not use such information for his own purpose or for the purpose of any person, firm, corporation or entity except the Company. Notwithstanding the foregoing, the restrictions in this paragraph (a) shall not apply to any information that has been published in a form generally available to the public or is publicly available or has become public knowledge prior to the date Employee proposes to disclose or use such information, provided however, that Employee was not responsible for any public disclosure, public availability, or public knowledge of the information.

(b)     Upon termination of his employment with the Company, the Employee shall deliver promptly to the Company all records, manuals, books, blank forms, documents, letters, memoranda, notes, notebooks, reports, data, tables, calculations or copies thereof that relate in any way to the business, products, practices or techniques of the Company, and all other property trade secrets and confidential information of the Company, including, but not limited to, all documents that in whole or in part contain any trade secrets or confidential information of the Company, which in any of these cases are in his possession or under his control.

**Section 5.**    **Covenant Not to Compete**

(a)     During the Restricted Period (as defined below), Employee will not (i) directly or indirectly engage in any business or activity which markets, sells or is developing products or services which compete with the products or services marketed, sold or being developed by the Company at the time of such termination (such business or activity being hereinafter sometimes called a "Competing Business"), in any country, state, territory, region or other geographic area, whether in the United States or otherwise, in which, at the time the Employee becomes no longer employed by the Company, the Company transacts business or sells or markets its products or services, whether such engagement by the Employee shall be as an officer, principal, agent, director, owner, employee, partner, affiliate, consultant or other participant in any Competing Business, or (ii) assist others in engaging in any Competing Business in any manner described in the foregoing clause (i).

(b)     The Employee understands that the foregoing restrictions may limit his ability to earn a livelihood in a business competitive to the business of the Company, but he nevertheless believes that he has received and will receive sufficient consideration and other benefits in connection with the Company's issuance of certain stock and stock options to the Employee as well as other benefits to clearly justify such restrictions which, in any event (given his education, skills and ability), the Employee does not believe would prevent him from earning a living.

(c)     "Restricted Period" shall mean the period commencing on the date hereof and ending on the last day of the twelfth (12th) full calendar month following the Employee's termination for any reason whatsoever including but not limited to involuntary termination (with or without Cause) and/or voluntary termination; provided that the Restricted Period shall be extended by any amount of time that the Employee has failed to comply with his promises contained in this Section 5 of this Agreement.

**Section 6.**    **Non Solicitation.**

(a)     During the period commencing on the date hereof and ending on the last day of the twelfth (12th) full calendar month following the Employee's termination for any reason whatsoever including but not limited to involuntary termination (with or without Cause) and/or voluntary termination, Employee hereby covenants that he will not, directly or indirectly, solicit, entice or induce any Customer or Supplier (as defined below) of the Company to (i) become a Customer or Supplier of any other person or entity engaged in any business activity that competes with any

business conducted by the Company at any time during the period of Employee's employment with the Company, or any business planned by the Company at any time during the period of Employee's employment with the Company or (ii) cease doing business with the Company, and Employee agrees that he will not assist any person or entity in taking any action described in the foregoing clauses (i) and (ii). For purposes of this Section 6, (A) a "Customer" of the Company means any person, corporation, partnership, trust, division, business unit, department or agency which, at the time of termination or within one year prior thereto, shall be or shall have been a customer, distributor or agent of the Company or shall be or shall have been contacted by the Company for the purpose of soliciting it to become a customer, distributor or agent of the Company; and (B) a "Supplier" of the Company means any person, corporation, partnership, trust, division, business unit, department or agency which, at the time of termination or within one year prior thereto, shall be or shall have been a supplier, vendor, manufacturer or developer for any product or service or significant component used in any product or service of the Company.

(b)     During the period commencing on the date hereof and ending on the last day of the twenty-fourth (24th) full calendar month following the Employee's termination for any reason whatsoever, including but not limited to involuntary termination (with or without Cause) and/or voluntary termination, the Employee will not, directly or indirectly, induce other employees of the Company to terminate their employment with the Company or engage in any Competing Business.

**Section 7.**    **Company Right to Inventions.**

The Employee shall promptly disclose, grant and assign ownership to the Company for its sole use and benefit any and all inventions, improvements, technical information and suggestions relating in any way to the business of the Company (whether patentable or not), which he may develop, acquire, conceive or reduce to practice while employed by the Company (whether or not during usual working hours), together with all patent applications, letters patent, copyrights and reissues thereof that may at any time be granted for or upon any such invention, improvement or technical information. In connection therewith:

(a)     The Employee shall without charge, but at the expense of the Company, promptly at all times hereafter execute and deliver such applications, assignments, descriptions and other instruments as may be necessary or proper in the opinion of the Company to vest title to any such inventions, improvements, technical information, patent applications, patents, copyrights or reissues thereof in the corporation and to enable it to obtain and maintain the entire right and title thereto throughout the world; and

(b)     The Employee shall render to the Company at its expense (including a reasonable payment for the time involved in case he is not then in its employ) all such assistance as it may require in the prosecution of applications for said patents, copyrights or reissues thereof, in the prosecution or defense of interferences which may be declared involving any said applications, patents or copyrights and in any litigation in which the Company may be involved relating to any such patents, inventions, improvements or technical information.

**Section 8.**    **Remedies; Survival.**

(a)     The Employee acknowledges and understands that the provisions of this Agreement are of a special and unique nature, the loss of which cannot be accurately compensated for in damages by an action at law, and that the breach or threatened breach of the provisions of this Agreement would cause the Company irreparable harm. In the event of a breach or threatened breach by the Employee of the provisions in Section 4, Section 5, Section 6, or Section 7 hereof, the Company shall be entitled to but

not limited to injunctive relief restraining him from such breach without posting any bond. Nothing herein contained shall be construed as prohibiting the Company from pursuing any other additional or alternative remedies available for any breach or threatened breach of this Agreement, including but not limited to monetary damages.

(b)     Notwithstanding anything contained in the Agreement to the contrary, the provisions of Section 4, Section 5, Section 6, Section 7 and this Section 8, shall survive the expiration or other termination of this Agreement or employment of the Employee by the Company until by their terms, such provisions are no longer operative.

**Section 9.**    **Other Agreements: Prohibition Against Use of Trade Secrets of Others.**

(a)     Employee represents and warrants to the Company that except for agreements set forth in Exhibit A attached hereto, if any, he is not a party to any agreement or other arrangement with any other corporation, partnership or entity relating to noncompetition with such entity or to non-disclosure of confidential and proprietary information of such entity or to other matters similar to the matters set forth in this Agreement.

(b)     Employee represents, warrants and agrees that he can and will perform his duties for the Company without the unauthorized use of any confidential and/or proprietary information of others.

**Section 10.**    **General Provisions.**

(a)     To the extent applicable, it is intended that this Agreement will be exempt from or in compliance with the provisions of Section 409A of the Internal Revenue Code ("Section 409A"). This Agreement will be interpreted in a manner consistent with this intent. Notwithstanding any provision to the contrary in this Agreement, to the extent required under 409A, if Employee is deemed on his termination date to be a "specified employee" within the meaning of that term under Section, then any payments and benefits under this Agreement that are subject to Section 409A of the Code and paid by reason of a termination of employment shall be made or provided on the later of (a) the payment date set forth in this Agreement or (b) the date that is the earliest of (i) the expiration of the six-month period measured from the date of Employee's termination of employment or (ii) the date of Employees death (the "Delay Period"). Payments and benefits subject to the Delay Period shall be paid or provided to Employee without interest for such delay. For payments and benefits that are to be paid or provided in connection with a termination of employment, such terminations of employment shall refer to a "separation from service" within the meaning of Section 409A. To the extent required to comply with Section 409A, references to a "resignation," "termination," "termination of employment'' or like terms throughout this Agreement shall be interpreted consistent with the meaning of "separation from service" as defined in Section 409A. Each installment payment provided hereunder shall be considered a separate payment for purposes of Section 409A. This Agreement may be amended (including retroactively) by the Company with the intent to preserve exemption or compliance with Section 409A.

(b)     This Agreement and any or all terms hereof may not be changed, waived, discharged, or terminated orally, but only by way of an instrument in writing executed by the Company and the Employee.

(c)     This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to legal principles pertaining to conflict of laws.

(d)     It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each

jurisdiction in which enforcement is sought. Accordingly, to the extent that a restriction contained in this Agreement is more restrictive than permitted by the laws of any jurisdiction where this Agreement may be subject to review and interpretation, the terms of such restriction, for the purpose only of the operation of such restriction in such jurisdiction, shall be the maximum restriction allowed by the laws of such jurisdiction and such restriction shall be deemed to have been revised accordingly herein.

(e)    Any suit, action or proceeding arising out of or relating to this Agreement shall be brought only in the Superior Court in the County of Mercer, New Jersey or the United States District Court for the District of New Jersey, and Employee hereby agrees and consents to the personal and exclusive jurisdiction of said courts over him or her as to all suits, actions and proceedings arising out of or relating to this Agreement, and Employee further waives any claim that such suit, action or proceeding is brought in an improper or inconvenient forum.

(f)     If any portion of this Agreement shall be found to be invalid or contrary to public policy, the same may be modified or stricken by a Court of competent jurisdiction, to the extent necessary to allow the Court to enforce such provision in a manner which is as consistent with the original intent of the provision as possible. The striking or modification by the Court of any provision shall not have the effect of invalidating the Agreement as a whole.

(g)     This Agreement constitutes the entire and exclusive agreement between Employee and Company pertaining to the subject matter thereof, and supersedes and replaces any and all earlier confidential information, invention and noncompetition agreements between Company and Employee and representations and understandings of the parties with respect thereto, without extinguishing whatsoever rights heretofore acquired by Company under any previous agreements.

(h)     The Company may assign any of its rights under this Agreement to any successor entity to the Company, including, but not limited to, any entity formed by the Company to carry on the business of the Company.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Agreement has been executed as aforesaid.

**COMPANY:**

**PECUNIARIES, INC.**

By: /S/ Rita Morgenstern

Name: Rita Morgenstern

Title: General Counsel and Chief Legal Officer

**EMPLOYEE:**

By: /S/ Greg Matasitti

Name: Greg Matasitti

**EXHIBIT A**

OTHER AGREEMENTS:

NONE

**Non-CompA#12**

**Exhibit 10.1**

**EXECUTIVE EMPLOYMENT, NON-COMPETE**

**AND CONFIDENTIALITY AGREEMENT**

THIS EXECUTIVE EMPLOYMENT, NON-COMPETE AND CONFIDENTIALITY AGREEMENT (“Agreement”), is entered into as of the date set forth on the signature page by and between Jack Welch (the “Executive”) and FERNER, Inc., a Virginia corporation with its principal place of business in Reston, Virginia (the “Corporation”) with reference to the following:

WHEREAS, the parties believe the Executive possesses the experience and capabilities to provide valuable service on behalf of the Corporation; and

WHEREAS, the Corporation desires to employ the Executive as its Chief Executive Officer; and

WHEREAS, the Executive desires to be employed by the Corporation at the salary, benefits and other terms and conditions specified herein.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1.                                       Employment.

1.1                                 Duties. The Corporation hereby employs the Executive, and the Executive hereby accepts such employment, to serve as the Chief Executive Officer. The Executive hereby represents and warrants that he is in good health and capable of performing the services required hereunder. The Executive shall perform such services and duties as are appropriate to such office or delegated to the Executive by the Corporation’s Board of Directors (“Board”). During the term of this Agreement, the Executive shall be a full-time employee of the Corporation and shall devote such time and attention to the discharge of his duties as may be necessary and appropriate to accomplish and complete such duties.

The Executive shall be nominated by the Board for election as a director and shall serve, without additional compensation, as a member of the Board, subject to his being so elected by the Corporation’s stockholders. The Executive agrees to obtain the consent of the Board, which consent may be withheld in the Board’s sole discretion, before serving on the board of any other entity or organization.

1.2                                 Compensation.

(a)                                  Base Salary. As compensation for performance of his obligations hereunder, the Corporation shall pay the Executive an annual salary of $600,000 (“Base Salary”), such Base Salary to be reviewed annually beginning on or about October 1, 2006.

(b)                                 Year-End Bonus. The Executive will participate in the Corporation’s annual bonus program, with any awards dependent on the performance of the Executive and the Corporation. The target cash bonus for the Executive will be seventy percent

(70%) of annual Base Salary for accomplishing his annual goals; except the Corporation shall pay the Executive a bonus for fiscal year 2006 equal to $600,000. Commencing on the first day of employment, the Executive shall be permitted to draw against his 2006 bonus in the amount of $25,000 per month; provided, however, that the Executive shall repay the Corporation any and all such amounts should the Executive terminate his employment with the Corporation before the earliest of (i) September 30, 2006, (ii) a “Change in Control” (as defined in the Income Continuity Plan), or (iii) his death or disability.

(c)                                  Signing Bonus. The Corporation shall pay the Executive a lump sum cash bonus of $300,000 upon his execution of this Agreement; provided that, the Executive shall repay this bonus amount in full if he terminates employment with the Corporation before the earliest of (i) the one-year anniversary of the Effective Date, (ii) a “Change in Control” (as defined in the Income Continuity Plan), or (iii) his death or disability.

(d)                                 Equity Awards. On the Effective Date, the Corporation shall award the Executive 112,500 Restricted Stock Units, under and subject to the terms of the FERNER, Inc. 1997 Equity Incentive Plan (the “Equity Plan”), vesting at one-third on March 31, 2007, March 31, 2008 and March 31, 2009. Such award shall (i) provide for accelerated vesting in the event of a Change in Control and (ii) have such other terms and conditions as are included in the standard FERNER Restricted Stock Unit Agreement that will be subsequently executed by the parties. In addition, the Executive shall be entitled to future awards under the Equity Plan in the discretion of the Corporation’s Board of Directors, and shall also be entitled to participate in stock option and similar plans as currently exist or may be established by the Corporation from time to time. The Corporation agrees to proportionately adjust the Executive’s vested and unvested equity awards in the event the Corporation declares an extraordinary dividend during the term hereof. For these purposes, an “extraordinary dividend” would be any distribution per share having a value in excess of ten percent (10%) of the average trading price of the Corporation’s common stock during the three-month period preceding such distribution.

(e)                                  Income Continuity Program. On the Effective Date, the Executive shall become a Participant in the FERNER, Inc. Income Continuity Program (the “Income Continuity Plan”).

(f)                                    Vacation, Insurance, Expenses, Etc. The Executive shall be entitled to 20 days accrual paid vacation per year, and such benefits, health, disability and life insurance and other benefits and expense reimbursements in a manner consistent with the Corporation’s past practices and as are provided to executives at a similar level.

(g)                                 Insurance. The Corporation shall maintain the Executive as an insured party on all directors’ and officers’ insurance maintained by the Corporation for the benefit of its directors and officers on at least the same basis as all other covered individuals and provide the Executive with at least the same corporate indemnification as its officers.

(h)                                 Indemnification. The Corporation shall reimburse the Executive for reasonable attorneys’ fees incurred in connection with the review and negotiation of this

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Agreement as well as the termination of his employment with his immediate predecessor employer. The Corporation shall indemnify the Executive for any losses or costs (including reasonable attorneys’ fees) arising from a claim by his immediate predecessor employer that the Executive breached his employment agreement with them or otherwise wrongfully terminated his employment with them. The amount of such indemnification shall not exceed $500,000. This provision shall survive the termination of Executive’s employment, except in the case of a Termination for Cause (as defined in the Income Continuity Plan).

1.3                                 Term; Termination. The term of the employment agreement set forth in this Section 1 shall be for a period commencing at the Effective Date and continuing for four (4) years thereafter (the “Scheduled Term”) provided that this Agreement shall terminate:

(a)                                  by mutual written consent of the parties;

(b)                                 upon Executive’s death or inability, by reason of physical or mental impairment, to perform substantially all of Executive’s duties as contemplated herein for a continuous period of 120 days or more; or

(c)                                  by the Corporation for Cause (as defined in the Income Continuity Plan).

Upon any termination of employment under this Section 1.3, neither party shall have any obligation to the other pursuant to this Section 1, but such termination shall have no effect on the obligations of the parties under other provisions of this Agreement.

“Effective Date” shall mean the date Executive commences work for the Corporation, which shall not be later than May 1, 2006.

1.4                                 Severance. The parties agree that in the event the Corporation terminates the Executive’s employment without Cause or the Executive terminates the employment for “Good Reason” (as defined in the Income Continuity Plan) prior to the expiration of the Scheduled Term, the Executive shall be entitled to receive the greater of (i) Base Salary and benefits (including the benefits specified in Section 1.2 above and the vesting of stock options and Restricted Stock Units) for the remainder of the Scheduled Term or (ii) the severance benefits specified in the severance guidelines adopted by the Compensation Committee of the Corporation’s Board of Directors on March 21, 2006. If the Executive’s employment termination occurs in connection with a Change in Control, the Executive shall be entitled to receive such payments and benefits as provided under the Income Continuity Plan, and this Section 1.4 shall not apply.

1.5                                 Continuation of Employment and Benefits. The Corporation shall treat the Executive as remaining in employment with the Corporation continuously during the period beginning March 18, 2002 through the Effective Date, to the maximum extent permitted by law and the terms of the applicable plan documents. If any law or the terms of any plan document (or related agreement) prevents the Corporation from treating the Executive as remaining in employment with the Corporation continuously during this period, the Corporation shall pay or provide to the Executive an amount equal to the difference between (a) and (b), where (a) and (b) are determined as follows:

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(a)                                  The payments or benefits the Executive would have received or been entitled to if the Executive had remained in employment with the Corporation continuously during the period beginning March 18, 2002 through the Effective Date; and

(b)                                 The payments or benefits the Executive actually received or is entitled to under applicable law and the terms of the applicable plan documents;

2.                                       Non-Competition.

2.1                                 Prohibited Activities.

(a)                                  The Executive agrees that, during his employment with the Corporation and for a period of one (1) year after the termination of such employment, the Executive will not engage in any Unethical Behavior which may adversely affect the Corporation. For the purpose of this Section 2.1, “Unethical Behavior” is defined as:

(i)                                     any attempt, successful or unsuccessful, by the Executive to divert any existing or pending contracts or subcontracts from the Corporation to any other firm, whether or not affiliated with the Executive;

(ii)                                  any attempt, successful or unsuccessful, by the Executive, to influence clients of the Corporation or organizations with which the Corporation has an existing or pending contract or proposal to refrain from doing business with the Corporation or to terminate existing business with the Corporation;

(iii)                               any attempt, successful or unsuccessful, by the Executive to offer his services, or to influence any other employee of the Corporation to offer their services, to any firm to compete against the Corporation; or

(iv)                              any attempt, successful or unsuccessful, by the Executive to employ or offer employment to, or cause any other person to employ or offer employment to any individual who was an employee of the Corporation at any time during the Executive’s last six months of employment with the Corporation.

(b)                                 The Executive shall notify any new employer, partner, association or any other firm or corporation in competition with the Corporation with whom the Executive shall become associated in any capacity whatsoever of the provisions of this Section 2 and the Executive agrees that the Corporation may give such notice to such firm, corporation or other person.

2.2                                 Business Opportunities; Conflicts of Interest; Other Employment and Activities of the Executive.

(a)                                  The Executive agrees promptly to advise the Corporation of, and provide the Corporation with an opportunity to pursue, all business opportunities that reasonably relate to the present business conducted by the Corporation.

(b)                                 The Executive, in his capacity as an employee of the Corporation, shall not engage in any business with any member of the Executive’s immediate family or with

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any person or business entity in which the Executive or any member of the Executive’s immediate family has any ownership interest or financial interest, unless and until the Executive has first fully disclosed such interest to and received written consent from the Board of Directors. As used herein, the term “immediate family” means the Executive’s spouse, natural or adopted children, parents or siblings and the term “financial interest” means any relationship with such person or business entity that may monetarily benefit the Executive or member of the Executive’s immediate family, including any lending relationship or the guarantying of any obligations of such person or business entity by the Executive or member of his immediate family.

(c)                                  The parties hereto agree that the Executive may, consistent with this Section 2.2, receive and retain speaking fees, referral fees from business opportunities not accepted by the Corporation, and fees from outside business activities and opportunities of the Executive consented to by the Board of Directors.

3.                                       Confidentiality. The Executive agrees that the Corporation’s books, records, files and all other non-public information relating to the Corporation, its business, clients and employees are proprietary in nature and contain trade secrets and shall be held in strict confidence by the Executive, and shall not, either during the term of this Agreement or after the termination hereof, be used by Executive or disclosed, directly or indirectly, to any third party, except to the extent such use or disclosure is in furtherance of the Corporation’s business or required by any law, rule, regulation or other legal process. The trade secrets or other proprietary or confidential information referred to in the prior sentence includes, without limitation, all proposals to clients or potential clients, contracts, client or potential client lists, fee policies, financial information, administration or marketing practices or procedures and all other information regarding the business of the Corporation and its clients not generally known to the public.

4.                                       Miscellaneous.

4.1                                 Notices. All notices, requests, demands or other communications provided for in this Agreement shall be in writing and shall be delivered by hand, sent prepaid by overnight delivery service or sent by the United States mail, certified, postage prepaid, return receipt request, to the following:

If to the Corporation:

FERNER, Inc.

Reston, Virginia 20190

Attention:  General Counsel

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If to the Executive:

Jack Welch

Fairfax, Virginia

Any notice, request, demand or other communication delivered or sent in the foregoing manner shall be deemed given or made (as the case may be) upon the earliest of (i) the date it is actually received, (ii) the business-day after the day on which it is delivered by hand, (iii) the business day after the day on which it is properly delivered to Federal Express (or a comparable overnight delivery service), or (iv) the third business day after the date on which it is deposited in the United States mail. Either party may change its address by notifying the other party of the new address in any manner permitted by this paragraph.

4.2                                 Remedies. The parties agree and acknowledge that any violation by the Executive of the terms hereof may result in irreparable injury and damage to the Corporation or its clients, which may not adequately be compensable in monetary damages, that the Corporation will have no adequate remedy at law therefor, and that the Corporation may obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect it against, or on account of, any breach of the provisions contained in this Agreement.

4.3                                 No Obligation of Continued Employment. The Executive understands that this Agreement does not create an obligation on the part of the Corporation to continue the Executive’s employment with the Corporation after the expiration or termination of this Agreement.

4.4                                 Benefit; Assignment. This Agreement shall bind and inure to the benefit of the parties and their respective personal representatives, heirs, successors and assigns, provided this Agreement may not be assigned by either party without the consent of the other, except that the Corporation may assign this Agreement in connection with the merger, consolidation or sale of all or substantially all of its business or assets.

4.5                                 Entire Agreement. This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement.

4.6                                 Severability. In the event that any one or more of the provisions contained herein shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any of the provisions of this Agreement is held to be excessively broad, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.

4.7                                 Waivers. No delay or omission by the Corporation in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Corporation on any occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

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4.8                                 Captions. The captions of the various sections and paragraphs of this Agreement have been inserted only for the purpose of convenience; such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement.

4.9                                 Governing Law and Jurisdiction. This Agreement shall in all events and for all purposes be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. Any action or proceeding against the parties relating in any way to this Agreement must be brought and enforced in the courts of Fairfax County, Virginia or the Northern District of Virginia, and the parties irrevocably submit to the jurisdiction of such courts in respect of any such action or proceeding.

4.10                           Amendments. No changes to this Agreement shall be binding unless in writing and signed by both the parties.

4.11                           Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one instrument.

**THE EXECUTIVE HAS READ ALL OF THE PROVISIONS OF THIS AGREEMENT AND THE EXECUTIVE UNDERSTANDS, AND AGREES TO, EACH OF SUCH PROVISIONS. THE EXECUTIVE UNDERSTANDS THAT THIS AGREEMENT MAY AFFECT THE EXECUTIVE’S RIGHT TO ACCEPT EMPLOYMENT WITH OTHER COMPANIES SUBSEQUENT TO THE EXECUTIVE’S EMPLOYMENT WITH THE CORPORATION.**

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first above written.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **EXECUTIVE** | |  |  | **FERNER, Inc.** | | |  |
|  | |  |  |  | | |  |
|  | |  |  |  | | |  |
|  | |  |  | By |  | |  |
| Jack Welch | |  |  |  |  | |  |
|  | |  |  |  | | |  |
|  | |  |  |  | | |  |
| Date |  |  |  | Title | |  |  |
|  |  |  |  |  |  |  |  |

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**Non-CompA#13**

1 EX-10.1

**Exhibit 10.1**

**NON-COMPETITION AGREEMENT**

This Non-Competition Agreement (this “**Agreement**”) is being executed and delivered as of September 2, 2021, by Iman Khan (“**Executive**”) in favor and for the benefit of Gloss, Inc., a Delaware corporation, and its direct and indirect affiliates and subsidiaries (collectively the “**Company**”) (together, the “**Parties**”).

**INTRODUCTION**

Executive was employed by the Company as its Chief Strategy Officer and signed an Employee Confidential Information and Invention Assignment Agreement with the Company dated April 23, 2009 (the “**Confidentiality Agreement**”), which Agreement is and shall continue to remain in full force and effect notwithstanding Executive’s resignation. During the course of Executive’s employment with the Company, and in connection with the performance of his duties with the Company, Executive had access to and received substantial amounts of confidential, proprietary, and trade secret information. Executive acknowledges that the Company has a substantial and reasonable interest in protecting the confidential, proprietary, and trade secret status of said information.

Executive will separate from employment with the Company effective September 14, 2021 (the “**Separation Date**”) and the Company wishes to ensure that, following the Separation Date, Executive continues to protect the confidential, proprietary, and trade secret status of the Company’s information.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises made herein the Parties agree as follows:

1.    Effective Date. This Agreement shall be effective as of the Separation Date.

2.    Consideration. If Executive complies with his obligations through the Non-Competition Period (as defined below), on August 20, 2022 Executive will vest in 13,995 shares subject to the restricted stock unit award granted to Executive effective as of the date Executive signs this Agreement (the “**Consideration RSU**”). For avoidance of doubt, Executive acknowledges and agrees that all other unvested equity awards held by him on the Separation Date will be forfeited on the Separation Date without consideration and that if he breaches his obligations under this Agreement or the Confidentiality Agreement he will forfeit the Consideration RSU.

3.    Non-Competition. During the Non-Competition Period, Executive shall not, without the prior written consent of Company, directly or indirectly: (a) establish, engage in, conduct, or operate, anywhere in the Restricted Territory (as defined below), any Competing Business (as defined below); (b) be or become an officer, director, member, employee, consultant or advisor, or equity or debt holder of any Competing Business in the Restricted Territory; or (c) solicit or encourage any Business Relation to become any employee or consultant of a Competing Business (whether or not such Executive has had personal contact with such Business Relation); provided, that nothing in this Agreement shall prevent or restrict Executive from any of the following: (i) owning as a passive investment of less than 2.0% of the outstanding shares of capital stock or indebtedness of a corporation (whether public or private) that is a Competing Business, provided that Executive does not have the ability to, and does not seek to exercise any, control or otherwise influence the management or operations of such corporation; (ii) performing speaking engagements and receiving honoraria in connection with such engagements; (iii) being employed by any government agency, college, university or other non-profit research organization; or (iv) any activity consented to in advance in writing by the Company. If during the Non-Competition Period Executive accepts any employment, consulting engagement or other association with a Competing Business, Executive shall advise the Company in writing, including the name of the Competing Business, within 10 days.

For purposes of this Agreement:

“**Business Relation**” means anyone who is currently, or has in the twelve months prior to the Separation Date been, an employee, consultant, partner, or reseller of the Company.

“**Competing Business**” means any business or enterprise that develops, sells, operates, distributes, or otherwise provides products or services related to unified communications as-a-service (“**UCaaS**”), contact center as-a-service (“**CCaaS**”) or communications platform as-a-service (“**CPaaS**”), including messaging, video and phone communications. Executive acknowledges that the activities of the following companies and their subsidiaries and other affiliated companies constitute a Competing Business for purposes of this Agreement: 8x8, Amazon, Avaya, Cisco, Dialpad, Fuze, Genesys, TalkDesk, Five9, Google, LogMeIn, Microsoft, Mitel, Nextiva, Salesforce, Twilio, Vonage, and Zoom Video Communications.

“**Non-Competition Period**” means the period commencing on the Separation Date and ending on August 20, 2022.

“**Restricted Territory**” means each and every country, province, state, city, or other political subdivision of the world in which the Company or any of its subsidiaries or affiliates is currently engaged, or currently plans to engage in a Competing Business, or otherwise distributes, licenses or sells its products in connection with the Competing Business as of the Separation Date.

4.    Severability of Covenants. If any provision of Section 3 is deemed to exceed the time, geographic or scope limitations permitted by applicable law, the Company and Executive agree that such provisions shall be reformed to the maximum time, geographic or scope limitations, as the case may be, permitted by applicable law.

5.    Non-Disparagement. Executive shall not, at any time during or after Non-Competition Period, directly or indirectly, disparage the Company, including making any disparaging statements about the Company (including its board of directors, executives, and employees), as well as the Company’s business, products, intellectual property, financial standing, or future business prospects. The Company and its board of directors and executive officers shall not, at any time during or after Non-Competition Period, directly or indirectly, disparage Executive, including making any disparaging statements about Executive. Notwithstanding the foregoing, nothing in this Section 5 shall preclude either party from making truthful and accurate statements or disclosures that are required by applicable laws or legal process.

6.    Independence of Obligations. The covenants and obligations of Executive set forth in this Agreement shall be construed as independent of any other agreement or arrangement between Executive, on the one hand, and the Company, on the other.

7.    Executive Acknowledgements. Executive acknowledges that Executive’s agreement as set forth herein is necessary to preserve and protect the Company’s confidential, proprietary, and trade secret information, as well as to preserve and protect the value and goodwill of the Company following the Separation Date. Executive also acknowledges that the limitations of time, geography and scope of activity agreed to in this Agreement are reasonable because, among other things: (A) the Company is engaged in a highly competitive industry; (B) Executive has had unique access to the Company’s confidential, proprietary, and trade secret information, including but not limited Company know-how, as well as the plans and strategy (and, in particular, the competitive strategy) of the Company; (C) Executive believes he would be able to obtain suitable and satisfactory employment without violation of this Agreement; and (D) Executive believes that this Agreement provides no more protection than is reasonably necessary to protect the Company legitimate interest in the protection of its goodwill, confidential, proprietary, and trade secret information.

8.    Severability. Subject to Section 4, if any provision of this Agreement or any part of any such provision is held under any circumstances to be invalid or unenforceable in any jurisdiction, then (a) such provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, (b) the invalidity or unenforceability of such provision or part thereof under such circumstances and in such jurisdiction shall not affect the validity or enforceability of (i) such provision or part thereof under any other circumstances or in any other jurisdiction or (ii) the remainder of such provision or the validity or enforceability of any other provision of this Agreement.

9.    Governing Law and Enforcement.

(a)    *Choice of Law*. This Agreement, and all claims, causes of action (whether in contract, tort or statute) or other matter that may result from, arise out of, be in connection with or relating to this Agreement, or the negotiation, administration, performance, or enforcement of this Agreement (the “**Relevant Matters**”), shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, including its statutes of limitations.

(b)    *Choice of Venue*. Each of Executive and the Company irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware. Each Party agrees not to commence any legal proceedings with respect to a Relevant Matter except in such courts. The Parties irrevocably consent to the service of process out of any of the aforementioned courts in any such action or proceeding by the delivery of copies thereof by overnight courier to the headquarters of the Company and to the address most recently provided in writing by Executive to the Company. Any such service of process shall be effective upon delivery.

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(c)    *Labor Code Section 925 Confirmation*. Executive represents and confirms that the Company has advised him as to the existence of California Labor Code Section 925 and its protections as to the law applicable to, and location for the resolution of, any claim or controversy between Executive and the Company arising in California. Executive acknowledges and confirms the Company has instructed him to consult counsel regarding the terms of this Agreement, and Executive states under penalty of perjury that he has in fact consulted counsel (i) as to the negotiation of the terms of this Agreement, (ii) its designation of Delaware law as the law applying to any dispute that may result from, arise out of, be in connection with or relating to this Agreement and Executive’s obligations thereunder, Executive’s employment with or separation from the Company (including claims or controversies arising in California), as well as (iii) this Agreement’s designation of Delaware courts as the exclusive venue or forum where any such disputes will be resolved. Executive agrees to provide the Company any further written confirmation requested to confirm the consultation referred to in this section.

(d)    *Waiver of Jury Trial*. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT, OR ANY OTHER RELEVANT MATTER.

10.    Entire Agreement/Amendment. This Agreement and the documents and instruments and other agreements referenced herein constitute the entire agreement among the Parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings both written and oral, among the Parties with respect to the subject matter of this Agreement, except that the terms of the Confidentiality Agreement shall remain in full force and effect and shall be deemed to supplement and not diminish Executive’s obligations to protect said Company information. This Agreement may be amended by the Parties at any time by execution of an instrument in writing signed on behalf of the Party against whom enforcement is sought. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. Neither the failure nor any delay by any party in exercising any right, power, privilege or remedy under this Agreement, and no delay on the part of any party in exercising any right, power, privilege or remedy under this Agreement, shall operate as a waiver of such right, power, privilege or remedy.

11.    Binding Nature/Assignment. This Agreement and all obligations hereunder are personal to Executive and may not be assigned, delegated or otherwise transferred by Executive at any time. This Agreement will be binding upon Executive and Executive’s representatives, executors, administrators, estate, heirs, successors and assigns, and will inure to the benefit of the Company and its direct and indirect affiliates and subsidiaries, each of whom (other than the Company) is an express third-party beneficiary of this Agreement with the ability to enforce this Agreement as if it were the Company hereunder. The Company may assign this Agreement and all other rights acquired hereunder in their entirety or in part at any time to any affiliate of or successor to the Company.

12.    Construction. Each Party has been represented by counsel during the negotiation and execution of this Agreement and hereby waives the application of any law, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

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| **IMAN KHAN** |  |  |  | **GLOSS, INC.** | | |
|  |  | |  | | | |
| /s/ Iman Khan |  |  |  | /s/ Fern Winnipeg | | |
| Signature |  |  |  | By: |  | Fern Winnipeg |
|  |  |  |  | Title: |  | SVP Corporate Development & General Counsel |

**Non-CompA#13**

1 EX-10.1

**Exhibit 10.1**

**NON-COMPETITION AGREEMENT**

This Non-Competition Agreement (this “**Agreement**”) is being executed and delivered as of September 2, 2021, by Iman Khan (“**Executive**”) in favor and for the benefit of Gloss, Inc., a Delaware corporation, and its direct and indirect affiliates and subsidiaries (collectively the “**Company**”) (together, the “**Parties**”).

**INTRODUCTION**

Executive was employed by the Company as its Chief Strategy Officer and signed an Employee Confidential Information and Invention Assignment Agreement with the Company dated April 23, 2009 (the “**Confidentiality Agreement**”), which Agreement is and shall continue to remain in full force and effect notwithstanding Executive’s resignation. During the course of Executive’s employment with the Company, and in connection with the performance of his duties with the Company, Executive had access to and received substantial amounts of confidential, proprietary, and trade secret information. Executive acknowledges that the Company has a substantial and reasonable interest in protecting the confidential, proprietary, and trade secret status of said information.

Executive will separate from employment with the Company effective September 14, 2021 (the “**Separation Date**”) and the Company wishes to ensure that, following the Separation Date, Executive continues to protect the confidential, proprietary, and trade secret status of the Company’s information.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises made herein the Parties agree as follows:

1.    Effective Date. This Agreement shall be effective as of the Separation Date.

2.    Consideration. If Executive complies with his obligations through the Non-Competition Period (as defined below), on August 20, 2022 Executive will vest in 13,995 shares subject to the restricted stock unit award granted to Executive effective as of the date Executive signs this Agreement (the “**Consideration RSU**”). For avoidance of doubt, Executive acknowledges and agrees that all other unvested equity awards held by him on the Separation Date will be forfeited on the Separation Date without consideration and that if he breaches his obligations under this Agreement or the Confidentiality Agreement he will forfeit the Consideration RSU.

3.    Non-Competition. During the Non-Competition Period, Executive shall not, without the prior written consent of Company, directly or indirectly: (a) establish, engage in, conduct, or operate, anywhere in the Restricted Territory (as defined below), any Competing Business (as defined below); (b) be or become an officer, director, member, employee, consultant or advisor, or equity or debt holder of any Competing Business in the Restricted Territory; or (c) solicit or encourage any Business Relation to become any employee or consultant of a Competing Business (whether or not such Executive has had personal contact with such Business Relation); provided, that nothing in this Agreement shall prevent or restrict Executive from any of the following: (i) owning as a passive investment of less than 2.0% of the outstanding shares of capital stock or indebtedness of a corporation (whether public or private) that is a Competing Business, provided that Executive does not have the ability to, and does not seek to exercise any, control or otherwise influence the management or operations of such corporation; (ii) performing speaking engagements and receiving honoraria in connection with such engagements; (iii) being employed by any government agency, college, university or other non-profit research organization; or (iv) any activity consented to in advance in writing by the Company. If during the Non-Competition Period Executive accepts any employment, consulting engagement or other association with a Competing Business, Executive shall advise the Company in writing, including the name of the Competing Business, within 10 days.

For purposes of this Agreement:

“**Business Relation**” means anyone who is currently, or has in the twelve months prior to the Separation Date been, an employee, consultant, partner, or reseller of the Company.

“**Competing Business**” means any business or enterprise that develops, sells, operates, distributes, or otherwise provides products or services related to unified communications as-a-service (“**UCaaS**”), contact center as-a-service (“**CCaaS**”) or communications platform as-a-service (“**CPaaS**”), including messaging, video and phone communications. Executive acknowledges that the activities of the following companies and their subsidiaries and other affiliated companies constitute a Competing Business for purposes of this Agreement: 8x8, Amazon, Avaya, Cisco, Dialpad, Fuze, Genesys, TalkDesk, Five9, Google, LogMeIn, Microsoft, Mitel, Nextiva, Salesforce, Twilio, Vonage, and Zoom Video Communications.

“**Non-Competition Period**” means the period commencing on the Separation Date and ending on August 20, 2022.

“**Restricted Territory**” means each and every country, province, state, city, or other political subdivision of the world in which the Company or any of its subsidiaries or affiliates is currently engaged, or currently plans to engage in a Competing Business, or otherwise distributes, licenses or sells its products in connection with the Competing Business as of the Separation Date.

4.    Severability of Covenants. If any provision of Section 3 is deemed to exceed the time, geographic or scope limitations permitted by applicable law, the Company and Executive agree that such provisions shall be reformed to the maximum time, geographic or scope limitations, as the case may be, permitted by applicable law.

5.    Non-Disparagement. Executive shall not, at any time during or after Non-Competition Period, directly or indirectly, disparage the Company, including making any disparaging statements about the Company (including its board of directors, executives, and employees), as well as the Company’s business, products, intellectual property, financial standing, or future business prospects. The Company and its board of directors and executive officers shall not, at any time during or after Non-Competition Period, directly or indirectly, disparage Executive, including making any disparaging statements about Executive. Notwithstanding the foregoing, nothing in this Section 5 shall preclude either party from making truthful and accurate statements or disclosures that are required by applicable laws or legal process.

6.    Independence of Obligations. The covenants and obligations of Executive set forth in this Agreement shall be construed as independent of any other agreement or arrangement between Executive, on the one hand, and the Company, on the other.

7.    Executive Acknowledgements. Executive acknowledges that Executive’s agreement as set forth herein is necessary to preserve and protect the Company’s confidential, proprietary, and trade secret information, as well as to preserve and protect the value and goodwill of the Company following the Separation Date. Executive also acknowledges that the limitations of time, geography and scope of activity agreed to in this Agreement are reasonable because, among other things: (A) the Company is engaged in a highly competitive industry; (B) Executive has had unique access to the Company’s confidential, proprietary, and trade secret information, including but not limited Company know-how, as well as the plans and strategy (and, in particular, the competitive strategy) of the Company; (C) Executive believes he would be able to obtain suitable and satisfactory employment without violation of this Agreement; and (D) Executive believes that this Agreement provides no more protection than is reasonably necessary to protect the Company legitimate interest in the protection of its goodwill, confidential, proprietary, and trade secret information.

8.    Severability. Subject to Section 4, if any provision of this Agreement or any part of any such provision is held under any circumstances to be invalid or unenforceable in any jurisdiction, then (a) such provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, (b) the invalidity or unenforceability of such provision or part thereof under such circumstances and in such jurisdiction shall not affect the validity or enforceability of (i) such provision or part thereof under any other circumstances or in any other jurisdiction or (ii) the remainder of such provision or the validity or enforceability of any other provision of this Agreement.

9.    Governing Law and Enforcement.

(a)    *Choice of Law*. This Agreement, and all claims, causes of action (whether in contract, tort or statute) or other matter that may result from, arise out of, be in connection with or relating to this Agreement, or the negotiation, administration, performance, or enforcement of this Agreement (the “**Relevant Matters**”), shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, including its statutes of limitations.

(b)    *Choice of Venue*. Each of Executive and the Company irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware. Each Party agrees not to commence any legal proceedings with respect to a Relevant Matter except in such courts. The Parties irrevocably consent to the service of process out of any of the aforementioned courts in any such action or proceeding by the delivery of copies thereof by overnight courier to the headquarters of the Company and to the address most recently provided in writing by Executive to the Company. Any such service of process shall be effective upon delivery.

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(c)    *Labor Code Section 925 Confirmation*. Executive represents and confirms that the Company has advised him as to the existence of California Labor Code Section 925 and its protections as to the law applicable to, and location for the resolution of, any claim or controversy between Executive and the Company arising in California. Executive acknowledges and confirms the Company has instructed him to consult counsel regarding the terms of this Agreement, and Executive states under penalty of perjury that he has in fact consulted counsel (i) as to the negotiation of the terms of this Agreement, (ii) its designation of Delaware law as the law applying to any dispute that may result from, arise out of, be in connection with or relating to this Agreement and Executive’s obligations thereunder, Executive’s employment with or separation from the Company (including claims or controversies arising in California), as well as (iii) this Agreement’s designation of Delaware courts as the exclusive venue or forum where any such disputes will be resolved. Executive agrees to provide the Company any further written confirmation requested to confirm the consultation referred to in this section.

(d)    *Waiver of Jury Trial*. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT, OR ANY OTHER RELEVANT MATTER.

10.    Entire Agreement/Amendment. This Agreement and the documents and instruments and other agreements referenced herein constitute the entire agreement among the Parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings both written and oral, among the Parties with respect to the subject matter of this Agreement, except that the terms of the Confidentiality Agreement shall remain in full force and effect and shall be deemed to supplement and not diminish Executive’s obligations to protect said Company information. This Agreement may be amended by the Parties at any time by execution of an instrument in writing signed on behalf of the Party against whom enforcement is sought. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. Neither the failure nor any delay by any party in exercising any right, power, privilege or remedy under this Agreement, and no delay on the part of any party in exercising any right, power, privilege or remedy under this Agreement, shall operate as a waiver of such right, power, privilege or remedy.

11.    Binding Nature/Assignment. This Agreement and all obligations hereunder are personal to Executive and may not be assigned, delegated or otherwise transferred by Executive at any time. This Agreement will be binding upon Executive and Executive’s representatives, executors, administrators, estate, heirs, successors and assigns, and will inure to the benefit of the Company and its direct and indirect affiliates and subsidiaries, each of whom (other than the Company) is an express third-party beneficiary of this Agreement with the ability to enforce this Agreement as if it were the Company hereunder. The Company may assign this Agreement and all other rights acquired hereunder in their entirety or in part at any time to any affiliate of or successor to the Company.

12.    Construction. Each Party has been represented by counsel during the negotiation and execution of this Agreement and hereby waives the application of any law, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

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| **IMAN KHAN** |  |  |  | **GLOSS, INC.** | | |
|  |  | |  | | | |
| /s/ Iman Khan |  |  |  | /s/ Fern Winnipeg | | |
| Signature |  |  |  | By: |  | John Marlow |
|  |  |  |  | Title: |  | SVP Corporate Development & General Counsel |

**Non-CompA#15**

EX-10.7

**Exhibit 10.7**

**EXECUTION COPY**

**EMPLOYMENT AND NON-COMPETITION AGREEMENT**

**MABEL GROUP**

**HENDA MOOSH**

Dated July l, 2010

**EMPLOYMENT AND NON-COMPETITION AGREEMENT**

This Amended and Restated Employment and Non-Competition Agreement (this "Agreement"), dated as of July 1, 2010 (the "**Effective Date**") is entered into between Mabel Group., consisting of (Mabel Federal Inc., Mabel Govt. Systems, Inc., & Mabel Consulting Inc.) a Delaware and California a Delaware corporation ("**Employer**"), and Henda Moosh ("Employee") as an amendment and restatement in the entirety of that certain Employment and Non-Competition Agreement, dated as of August 1, 2002, between Employer and Employee (the "Prior Agreement");

W I T N E S S E T H:

WHEREAS, Employer desires to continue to employ Employee upon the terms and conditions set forth herein; and

WHEREAS, Employee is willing to continue to provide services to Employer upon the terms and conditions set forth herein;

A G R E E M E N T S:

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Employer and Employee hereby agree as follows:

1.             **EMPLOYMENT**

Employer will employ Employee and Employee will accept employment by Employer as a President reporting to the Chairman & CEO of Employer. Employee will have the authority, subject to Employer's Certificate of Incorporation and Bylaws, as may be granted from time to time by the President or the Board of Directors of Employer. Employee will perform such duties as may be assigned from time to time by the Board of Directors or President of Employer, which relate to the business of Employer, its subsidiaries or its parent corporation.

2.             **ATTENTION AND EFFORT**

Employee will devote all of his entire productive time, ability, attention and effort to Employer's business and will skillfully serve its interests during the term of this Agreement. Notwithstanding anything to the contrary in the preceding sentence, Employee may devote reasonable periods of time outside of normal business hours to participation in charitable, civic, community, writing, publishing and/or private investment activities; provided, however, that such activities are permissible only if: (x) any such activity would not otherwise be prohibited by Section 9 hereof, (y) any such activity does not interfere with Employee's duties under this Agreement, and (z) Employee continues to perform his duties (and no outside activities) at Employer's facilities for an average of 40 hours each week during normal business hours.

3.             **TERM**

Employee is an at will employee whose employment can be terminated by either party at any time for any reason with or without advance notice.

4.             **COMPENSATION**

During the term of this Agreement, Employer agrees to pay or cause to be paid to Employee, and Employee agrees to accept in exchange for the services rendered hereunder by him, the following compensation which shall consist of an annual salary of Two Hundred Forty Thousand dollars ($240,000) before all customary payroll deductions. Such annual salary shall be paid in substantially equal installments and at the same interVals as other officers of Employer are paid (but in no event less frequently than once per month). Employee will also be entitled to customary benefits, housing allowance, stock options and management bonus provided the company meets its financial goals, sales and profit targets as provided in quarterly projections.

5.             **BENEFITS**

During the term of this Agreement, Employee will be entitled to participate, subject to and in accordance with applicable eligibility requirements and other terms and conditions thereof, in the fringe benefit programs as per Company HR policies.

6.             **STOCK OPTION**

Nothing in this Agreement shall affect or modify in any way the terms and conditions of that certain Notice of Option Grant, dated as of August I, 2002 by and between Mabel Consulting, Inc. and Employee.

7.             **TERMINATION**

Employment of Employee pursuant to this Agreement may be terminated as follows, but in any case, the provisions of Section 8 hereof shall survive the termination of this Agreement and the termination of Employee's employment hereunder:

7.1     **By Employer**

With or without Cause (as defined below in Section 8.6), Employer may terminate the employment of Employee at any time during the term of employment upon giving Notice of Termination (as defined below).

7.2     **By Employee**

For any reason or for no reason, Employee may terminate his employment at any time, for any reason, upon giving Notice of Termination.

7.3     **Automatic Termination**

This Agreement and Employee's employment hereunder shall terminate automatically upon the death or total disability of Employee. The term "total disability" as used herein shall mean Employee's inability to perform the duties set forth in Section I hereof for a period or periods of 60 consecutive calendar days in any 12-month period as a result of physical or mental illness, loss of legal capacity or any other cause beyond Employee's control, unless Employee is granted a leave of absence by the Board of Directors of Employer. Employee and Employer hereby acknowledge that Employee's ability to perform the duties specified in Section I hereof is of the essence of this Agreement. Termination hereunder shall be deemed to be effective (a) at the end of the calendar month in which Employee's death occurs or (b) at the end of the calendar month in which Employee becomes totally disabled (as defined above).

7.4     **Notice**

The term "Notice of Termination" shall mean written notice of termination of Employee's employment. The effective date of the termination of Employee's employment hereunder shall be the date on which the Notice of Termination is delivered to the other party to this Agreement.

8.             **TERMINATION PAYMENTS**

In the event of termination of the employment of Employee, all compensation and benefits set forth in this Agreement shall terminate except as specifically provided in this Section 8.

8.1     **Termination Resulting in Termination Payments**

If Employer terminates Employee's employment without Cause, Employee shall be entitled to receive (a) termination payments equal to his base salary at the then current rate and levels for six (12) months from the date of termination, and (b) any unpaid annual salary which has accmed for services already performed as of the date termination of Employee's employment becomes effective. If Employee is terminated by Employer for Cause, Employee shall not be entitled to receive any of the foregoing benefits, other than those set forth in clause (b) above.

8.2     **Termination Not Resulting In Termination Payments**

In the case of the termination of Employee's employment with the Employer by either party under any circumstances other than those specified in Section 8.1, Employee shall not be entitled to any payments hereunder, other than those set forth in clause (b) of Section 8.1 hereof.

8.3     **Termination Because of Death or Total Disability**

In the event of a termination of Employee's employment because of his death or total disability, Employee shall not be entitled to any payments hereunder, other than those set forth in clause (b) of Section 8.1 hereof

8.4     **Payment Schedule**

All termination payments under this Section 8 shall be made to Employee at the same interval as payments of salary were made to Employee immediately prior to termination, provided, however, that if Employer defaults in its valid obligation to make such a payment, and fails to cure such default within thirty (30) days after written notice thereof from the Employee, all remaining termination payments shall accelerate and shall thereupon become due and payable in full.

8.5     **Cause**

Wherever reference is made in this Agreement to termination being with or without Cause, "Cause" shall include, without limitation, the occurrence of one or more of the following events:

(a)     Failure or refusal to carry out the lawful duties of Employee described in Section 1 hereof or any reasonable directions of the Board of Directors or President of Employer made in good faith which failure or refusal, if curable, is not cured within thirty (30) days after written notice thereof from the Employer;

(b)     The commission by Employee of any act of gross negligence, fraud or dishonesty causing material harm to the Employer, Mabel, or any entities in which Mabel owns a majority of the voting securities (collectively, the "**Affiliates**");

(c)     The procurement by Employee of personal gain or profit at the expense of the Employer or from any transaction in which the. Employee has an interest which is adverse to the interest of the Employer or any Affiliate, unless Employee shall have obtained the prior consent of the President or Board of Directors of the Employer;

(d)     Unauthorized use or disclosure of the confidential information or trade secrets of the Employer, except as may be required by law (in which event Employee shall promptly provide the Employer with written notice of such legal requirement which shall be advance written notice where practicable);

(e)     A material breach by Employee of this Agreement, which breach is not cured within thirty (30) days after written notice from the Employer;

(f)     Conviction of, or a plea of "guilty" or "no contest" to, a felony under the laws of the United States or any state thereof;

(g)     Acts of violence directed at any present, fanner or prospective employee, independent contractor, vendor, customer or business partner of the Employer;

(h)      The sale, possession or use of illegal drugs on the premises of the Employer or a client of the Employer;

(i)     Misappropriation of the assets of the Employer or other acts of dishonesty related to the business of the Employer and resulting in a material adverse effect on the Employer; or

(j)     Employee, on behalf of himself or the Employer, violates or orders the violation of any laws or governmental regulations applicable to the business of the Employer, resulting in a material adverse effect on the Employer.

In order to constitute "Cause" the termination of Employee's employment must occur within SO days of the date that any member of the Board of .Directors or President of the Employer has actual knowledge of the existence one of the events described in Sections 8.6 (a) or (e) or within 20 days of the date that any member of the Board of Directors or the President of Employer has actual acknowledge of the existence of one of the other events which may give rise to "Cause" here under. If Employer delivers written notice of one of the grounds for Cause described in Section 8.6(a) or (e) and the Employee effects a cure of such grounds for Cause then Employee's employment shall continue here under in accordance with the terms and conditions of this Agreement. If Employer desires to terminate Employee's employment as a result of subsequent grounds for Cause under Sections 8.6 (a) or (e) (regardless of whether or not such grounds occur under the same subsection of this Section 8.6 as a previous grounds for Cause), then the Employer shall be required to tender a new written notice and afford the Employee another cure opportunity pursuant to this Section 8.6.

9.             **NONCOMPETITION AND NONSOLICITATION**

9.1     **Applicability**

Except as provided in the final sentence of this Section 9.1, this Section 9 shall survive the termination of Employee's employment with Employer or the expiration of the term of this Agreement. ''***Covenant Term***" as used in this Section 9 shall mean the period of time beginning on the Effective Date and ending on the later of: (a) the date on which Employee's employment or consulting relationship with Employer terminates; and (b) August 1, 2004. If Employer terminates Employee's employment without Cause, then effective upon the date of such termination, Employee shall be released from the non-competition obligation contained in Section 9.2, but shall continue to be subject to and restricted by the non-solicitation provision contained in Section 9.5 and by the remaining provisions of this Section 9, to the extent that they may relate to the interpretation and/or enforcement of Section 9.5.

9.2     **Scope of Competition**

Employee agrees that he will not, directly or indirectly, during the Covenant Term be employed by, consult with or otherwise perform services for, own, manage, operate, join, control or participate in the ownership, management, operation or control of or be connected with, in any manner, any Competitor. A "***Competitor***" shall mean any entity which, directly or indirectly, competes with Employer or an Affiliate or produces, markets, distributes or otherwise derives benefit from the production, marketing or distribution of products or services which compete with products then produced or services then being provided or marketed, by Employer or an Affiliate or the feasibility for production of which Employer or an Affiliate is then actually studying to the knowledge of Employee, or which is preparing to market or is developing products or services that will be in competition with the products or services then produced or being studied or developed by Employer or an Affiliate to the knowledge of Employee, in each case within the geographical area described in Section 9.3 hereof, unless released from such obligation in writing by Employer's Board of Directors. Employee sha11 be deemed to be related to or connected with a Competitor if such Competitor is (a) a partnership in which he is a general or limited partner or employee, (b) a corporation or association of which he is a shareholder, officer, employee or director, or (c)a partnership, corporation or association of which he is a member, consultant or agent; provided, however, that nothing herein shall prevent the purchase or ownership by Employee of shares which constitute less than two percent of the outstanding equity securities of a publicly held corporation, if Employee had no other relationship with such corporation.

9.3     **Geographical Scope**

The geographical areas in which the restrictions provided for in this Section 9 apply include all cities, counties and states of the United States, and all other countries, in which during the Covenant Term, Employee has provided services to or on behalf of the Employer or any of its Affiliates. The agreement not to compete in each such geographic subdivision is a separate and severable agreement from all such other agreements. Employee acknowledges that the scope and period of restrictions and the geographical area to which the restrictions imposed in this Section apply are fair and reasonable and are reasonably required for the protection of the Employer.

9.4     **Severability**

The parties intend that the covenants contained in this Section 9 shall be construed as a series of separate covenants, one for each county of each state of the United States of America, and each nation. Except for geographic coverage, each such separate covenant shall be deemed identical in terms of the covenants contained in this Agreement. If, in m1y judicial proceeding, a court shall refuse to enforce any of the separate covenants (or any part thereof) deemed included in this Section 9, then such unenforceable covenant (or such part) shall be deemed eliminated from this Agreement for the purpose of those proceedings to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event that the provisions of this Section 9 should ever be deemed to exceed the time or geographic limitations, or the scope of these covenants, as permitted by applicable law, then such provisions shall be reformed to the maximum time or geographic limitations, as the case may be, permitted by applicable laws.

9.5     **Scope of Non-solicitation**

Employee shall not during the Covenant Term directly or indirectly solicit, influence or entice, or attempt to solicit, influence or entice, any employee or consultant of Employer or an Affiliate to cease his or her relationship with Employer or such Affiliate or solicit, influence, entice or in any way divert any customer, distributor, partner, joint venturer or supplier of Employer or an Affiliate to do business or in any way become associated with any Competitor.

9.6     **Equitable Relief**

Employee acknowledges that the provisions of this Section 9 are essential to Employer, that Employer would not enter into this Agreement if it did not include this Section 9 and that damages sustained by Employer as a result of a breach of this Section 9 cannot be adequately remedied by damages, and Employee agrees that Employer, notwithstanding any other provision of this Agreement, including, without limitation, Section 16 hereof, and in addition to any other remedy it may have under this Agreement or at law, shall be entitled to injunctive and other equitable relief to prevent or curtail any breach of any provision of this Agreement, including, without limitation, this Section 9.

9.7     **Effect of Violation**

Employee and Employer acknowledge and agree that additional consideration has been given for Employee entering into this Section 9, such additional consideration including, without limitation, certain provisions for termination payments pursuant to Section 8 of this Agreement Violation by Employee of this Section 9 shall relieve Employer of any obligation it may have to make such termination payments, but shall not relieve Employee of his obligations, as required hereunder, not to compete.

10.           **CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT**

10.1     **Assignment of lntellectual Property**

All concepts, designs, machines, devices, uses, processes, technology, trade secrets, works of authorship, customer lists, plans, embodiments, inventions, improvements or related work product (collectively "**Intellectual Property**") which Employee develops, conceives or first reduces to practice during the term of his employment hereunder , whether working alone or with others, shall be the sole and exclusive property of Employer, together with any and all Intellectual Property rights, including, without limitation, patent or copyright rights, related thereto, and Employee hereby assigns to Employer all of such Intellectual Property. "Intellectual Property" shall include only such concepts, designs, machines, devices, uses, processes, technology, trade secrets, customer lists, plans, embodiments, inventions, improvements and work product which (a) relate to Employee's performance of services under this Agreement, to Employer's field of business or to Employer's actual or demonstrably anticipated research or development, whether or not developed, conceived or first reduced to practice during normal business hours or with the use of any equipment, supplies, facilities or trade secret information or other resource of Employer or (b) are developed in whole or in part on Employer's time or developed using Employer's equipment, supplies, facilities or trade secret information, or other resources of Employer, whether or not the work product relates to Employer's field of business or Employer's actual or demonstrably anticipated research.

10.2     **Disclosure and Protection of Inventions**

Employee shall disclose in writing all concepts, designs, processes, technology, plans, embodiments, inventions or improvements constituting Intellectual Property to Employer promptly after the development thereof. At Employer's request and at Employer's expense, Employee will assist Employer or its designee in efforts to protect all rights relating to such Intellectual Property. Such assistance may include, without limitation, the following: (a) making application in the United States and in foreign countries for a patent or copyright on any work products specified by Employer; (b) executing documents of assignment to Employer or its designee of all of Employee's right, title and interest in and to any work product and related intellectual property rights; and (c) taking such additional action (including, without limitation, the execution and delivery of documents) to perfect, evidence or vest in Employer or its designee all right, title and interest in and to any Intellectual Property and any rights related thereto.

10.3     **Nondisclosure; Return of Materials**

Employee understands, acknowledges, and agrees that during the course of his employment and the term of any consulting relationship with Employer, he will be exposed to or has access to Employer's Trade Secrets and Confidential Information. As used in this Section I 0.3, "Trade Secrets" has the same definition as "trade secret" contained in Virginia Code §59.1- 336 (200 I) and any successor provision thereof. As used in this Section I 0.3, "Confidential information" means any information that is not a Trade Secret but is (a) any confidential or other proprietary information, whether of a technical, business or other nature that is of value to the owner of such information and is treated as confidential (including, without limitation, information about employees, customers, marketing strategies, services, business or technical plans and proposals, in any form); (b) any other information identified by a Employer as "Confidential Information"; or (c) any other information relating to Employer that is or should be reasonably understood to be confidential or proprietary. During the term of his employment by Employer and thereafter for a period ending on the date which is five (5) years following the date of termination of such employment, Employee shall not disclose any Confidential Information to any third party, except as stated in this Section 10.3. Further, at no time shall Employee disclose any Trade Secret to a third party in contravention of the Uniform Trade Secrets Act, as adopted by the Commonwealth of Virginia at Virginia Code §59.1-366, et seg. (2001). Employee may only disclose Confidential Information to a third party (a) if required to be disclosed pursuant to law, provided the Employee uses reasonable efforts to give Employer reasonable notice of such required disclosure, and cooperates in any attempts by Employer to obtain a protective order or other similar protection against disclosure of the Confidential Information; or (b) if disclosed with the prior written consent of Employer. Employee may disclose relevant aspects of Confidential Information or Trade Secrets to other of Employer's officers, employees, and consultants on a need-to-know basis, as determined by Employee in his reasonable judgment. In the event of the termination of his employment with Employer or the expiration of this Agreement, Employee, within fifteen (15) days of such termination or expiration, shall return to Employer all documents, data and other materials of whatever nature related to Employer's Trade Secrets, Confidential Information, and Intellectual Property, including, without limitation, drawings, specifications, research, reports, embodiments, software, and manuals, then in Employee's direct or indirect possession. Employee shall not retain or cause or allow any third party to retain photocopies or other reproductions of the foregoing. Notwithstanding anything to the contrary in this Section 10.3, information publicly known that is generally employed by the trade at or after the time that Employee first learns of such information (other than as a result of Employee's breach of this Agreement), shall not be deemed "Confidential Information".

11.           **REPRESENTATIONS AND WARRANTIES**

In order to induce Employer to enter into this Agreement, Employee represents and warrants to Employer as follows:

11.1     **No Violation of Other Agreements**

Neither the execution nor the performance of this Agreement by Employee will violate or conflict in any way with any other agreement by which Employee may be bound, or with any other duties imposed upon Employee by corporate or other statutory or common law.

11.2     **Patents, Etc.**

Employee has prepared and attached hereto as Schedule 11.2 a list of all inventions, patent applications and patents made or conceived by Employee prior to the date hereof, which are subject to prior agreement or which Employee desires to exclude from this Agreement, or, if no such list is attached, Employee hereby represents and warrants to Employer that there are no such inventions, patent applications or patents.

12.           **NOTICE AND CURE OF BREACH**

Whenever a breach of this Agreement by either party is relied upon as justification for any action taken by the other party pursuant to any provision of this Agreement, other than pursuant to the definition of "Cause" set forth in Section 8.6 hereof, before such action is taken, the party asserting the breach of this Agreement shall give the other party at least ten days' prior written notice of the existence and the nature of such breach before taking further action hereunder and shall give the party purportedly in breach of this Agreement the opportunity to correct such breach during the ten-day period.

13.           **FORM OF NOTICE**

Except as may be otherwise provided in this Agreement, all notices and other communications required or permitted hereunder shall be in writing and shall be conclusively deemed to have been duly given to a party (a) when hand delivered to that party; (b) when received when sent by e-mail or facsimile (provided, however, that notices given by e-mail or facsimile shall not be effective unless either (i) a duplicate copy of such e-mail or facsimile notice is promptly given by one of the other methods described in this Section 13 or (ii) the receiving Party delivers a written confirmation of receipt for such notice either by e-mail, facsimile or any other method described in this Section 13; (c) three (3) business days after deposit in the U.S. mail with first class, registered or certified mail postage prepaid, return­ receipt requested and addressed to the other Party as set forth below; or (d) the next business day after deposit with a national overnight delivery service, postage prepaid, addressed to that party as set forth below with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

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| --- | --- |
| TO EMPLOYER: | Mabel Group |
|  | c/o Mabel Consulting, Inc. |
|  |  |
|  | XYZ , CA |
|  | Facsimile: |
|  | Attention: |
|  | E-mail: |

A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section 13 by giving the other party written notice of the new address in the manner set forth above.

14.           **ASSIGNMENT**

This Agreement is personal to Employee and shall not be assignable by Employee. Employer may assign its rights hereunder to (a) any corporation resulting from any merger, consolidation or other reorganization to which Employer is a party or (b) any corporation, partnership, association or other person to which Employer may transfer all or substantially all of the assets and business of Employer existing at such time. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

15.           **WAIVERS**

No delay or failure by any party hereto in exercising, protecting or enforcing any of its rights, titles, interests or remedies hereunder, and no course of dealing or performance with respect thereto, shall constitute a waiver thereof. The express waiver by a party hereto of any right, title, interest or remedy in a particular instance or circumstance shall not constitute a waiver thereof in any other instance or circumstance. All rights and remedies shall be cumulative and not exclusive of any other rights or remedies.

16.           **ARBITRATION**

Subject to the provisions of Section 9.6 hereof, any controversies or claims arising out of or relating to this Agreement shall be fully and finally settled by arbitration held in Fairfax County, Virginia in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association then in effect (the "***AAA Rules***"), conducted by one arbitrator either mutually agreed upon by Employer and Employee or chosen in accordance with the AAA Rules, except that the parties thereto shall have any right to discovery as would be permitted by the Federal Rules of Civil Procedure for a period of 90 days following the commencement of such arbitration and the arbitrator thereof shall resolve any dispute which arises in connection with such discovery. The prevailing party shall be entitled to costs, expenses and reasonable attorneys' fees, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding anything to the contrary in this Section 16, Employer may seek provisional injunctive relief from a court of competent jurisdiction in the Commonwealth of Virginia in aid of the arbitration, to prevent any award from being rendered ineffectual or to protect its Trade Secrets and/or Confidential Information. Seeking such relief shall not be a waiver of Employer's right to compel arbitration.

17.           **AMENDMENTS IN WRITING**

No amendment, modification, waiver, termination or discharge of any provision of this Agreement, nor consent to any departure therefrom by either party hereto, shall in any event be effective unless the same shall be in writing, specifically identifying this Agreement and the provision intended to be amended, modified, waived, terminated or discharged and signed by Employer and Employee, and each such amendment, modification, waiver, termination or discharge shall be effective only in the specific instance and for the specific purpose for which given. No provision of this Agreement shall be varied, contradicted or explained by any oral agreement, course of dealing or performance or any other matter not set forth in an agreement in writing and signed by Employer and Employee.

18.           **APPLICABLE LAW**

This Agreement shall in all respects, including all matters of construction, validity and performance, be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia without regard to any rules governing conflicts of laws.

19.           **HEADINGS**

All headings used herein are for convenience only and shall not in any way affect the construction of, or be taken into consideration in interpreting, this Agreement.

20.           **COUNTERPARTS**

This Agreement, and any amendment or modification entered into pursuant to Section 17 hereof, may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same instrument.

21.           **ENTIRE AGREEMENT**

This Agreement on and as of the date hereof constitutes the entire agreement between Employer and Employee with respect to the subject matter hereof and all prior or contemporaneous oral or written communications, understandings or agreements (including without limitation the Prior Agreement) between Employer and Employee with respect to such subject matter are hereby superseded and nullified in their entireties.

22.           **SEVERABILITY**

If, in any judicial proceeding, a court shall refuse to enforce any of the separate covenants deemed included in this Agreement, then such unenforceable covenant shall be deemed eliminated from this Agreement for the purpose of those proceedings to the extent necessary to permit the remaining separate covenants to be enforced.

IN WITNESS. WHEREOF, the parties have executed and entered into this Agreement on the date set forth above.

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|  | EMPLOYEE: | | |  |
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|  | /s/ Henda Moosh | | |  |
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|  | EMPLOYER: | | |  |
|  |  | | |  |
|  | MABEL GROUP | | |  |
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|  |  |  | |  |
|  | By: | /s/ Mohammed AlMasood | |  |
|  |  | Its | CEO |  |
|  |  |  | |  |

**Exhibit 10.7(b)**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is entered into September 1, 2011 (the “Effective Date”) by and among the Mabel Group, consisting of Mabel Federal Inc., Mabel Government Services, Inc., and Mabel Consulting Inc., which are Delaware, California, and Delaware corporations, respectively (together, “Assignor”), Mabel Global Holdings Corp., a Nevada corporation (“Assignee”), and Henda Moosh, an individual (“Employee”).

WITNESSETH:

WHEREAS, Assignor and Employee entered into that certain Employment Agreement on July 1, 2010 (“Employment Agreement”);

WHEREAS, pursuant to an Acquisition and Share Exchange Agreement Assignee acquired the business and operations of Assignor on July 29, 2011;

WHEREAS, pursuant to Section 14 of the Employment Agreement, Assignor is permitted to assign its interests thereunder to any corporation resulting from any merger, consolidation, or reorganization to which Assignor is a party, or to which Assignor had transferred all or substantially all of its assets and business; and

WHEREAS, Assignor wishes to assign substantially all rights and obligations it has under the Employment Agreement, and to transfer the Employment Agreement to Assignee, and Assignee wishes to assume the Employment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows and take the following actions:

1.     Assignor does hereby assign, transfer, set over and deliver the Employment Agreement, together with all rights and obligations it has under the Employment Agreement, to the Assignee.

2.     Assignee hereby accepts said assignment of the Employment Agreement and assumes all rights and obligations under the Employment Agreement, in each case, as of the Effective Date.

3.     Employee hereby assents to this Assignment.

4.     This Assignment shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the State of California, without regard to the application of choice of law principles. If any one or more of the provisions of this Assignment is held to be invalid, illegal or unenforceable, in whole or in part, or in any respect, then such provision or provisions only will be deemed to be null and void and of no force or effect and will not affect any other provision of this Assignment, and the remaining provisions of this Assignment will remain operative and in full force and effect and will in no way be affected, prejudiced or disturbed.

5.     This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, a facsimile signature is acceptable and shall be treated as an original.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as the date first above written.

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|  |  | **ASSIGNOR:** | |  |
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|  |  | MABEL GROUP | |  |
|  |  |  |  |  |
|  |  | BY: | MABEL FEDERAL INC. |  |
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|  |  |  |  |  |
|  |  | By: | /s/ Henda Moosh |  |
|  |  | Name: | Henda Moosh |  |
|  |  | Title: | Chief Executive Officer |  |
|  |  |  |  |  |
|  |  | BY: | MABEL GOVERNMENT SERVICES, INC. |  |
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|  |  |  |  |  |
|  |  |  |  |  |
|  |  | By: | /s/ Nicole S. Coulton |  |
|  |  | Name: | Nicole S. Coulton |  |
|  |  | Title: | President |  |
|  |  |  |  |  |
|  |  | BY: | MABEL CONSULTING, INC. |  |
|  |  |  |  |  |
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|  |  |  |  |  |
|  |  | By: | /s/ Mohammed AlMasood |  |
|  |  | Name: | Mohammed AlMasood |  |
|  |  | Title: | President |  |
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|  |  |  |  |  |
|  |  | **ASSIGNEE:** | |  |
|  |  |  |  |  |
|  |  | MABEL GLOBAL HOLDINGS CORP. | |  |
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|  |  |  |  |  |
|  |  | By: | /s/ Henda Moosh |  |
|  |  | Name: | Henda Moosh |  |
|  |  | Title: | Chief Executive Officer |  |
|  |  |  |  |  |
| Agreed to and Acknowledged by: |  |  |  |  |
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| /s/ Henda Moosh |  |  |  |  |
| Henda Moosh |  |  |  |  |

**Non-CompA#16**

EX-10  NON-COMPETE - MUSONI

EXHIBIT 10.10

**WORLDSCOPE CORPORATION  
EMPLOYEE INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION AND  
NON-COMPETITION AGREEMENT**

To the Company:

The term "Company," as used in this Agreement, means Worldscope Corporation ("Worldscope"), New York, New York, and any and all of its successors, assigns, present or future subsidiaries, or organizations controlled by, controlling or under common control with Worldscope, through merger, acquisition or other legal formation.

In consideration of (1) the fact of my employment, with the Company, in any capacity and wherever I am located, and (2) the compensation paid by the Company for my services, I agree to all of the following with regard to:

*Intellectual Property Issues:*

All inventions, discoveries, concepts, ideas or improvements and developments (all, collectively, called "Inventions" from here on) relating to products made or conceived by me (whether made solely by me or jointly with others) from the time of entering the Company's employ until I leave, (1) which are along the lines of the business or work of or discussed by, the Company, or (2) which result from or are suggested by any work which I may do for or on behalf of the Company, or (3) made on Company time or with Company resources, shall be and remain the sole and exclusive property of the Company or its nominees, whether patented or not. Further, I agree:

(A) to disclose Inventions to the Company promptly and fully, and, during and subsequent to my employment, to assist the Company and its nominees in every proper way (without charge to the Company, but without expense to me) to obtain for its or their own benefit intellectual property protection, including but not limited to patents for such inventions in any and all countries;

(B) to make and maintain adequate and current written records of all Inventions, in the form of notes or reports or representations in any form appropriate, which records shall be and remain the property of and be available to the Company at all times; and

(C) to deliver promptly to the Company on termination of my employment, all memoranda, notes, records, reports, manuals, drawings, any other documents, software, data disks, tapes and other items belonging to the Company (i.e. all written or other media embodied material obtained at Company expense or otherwise acquired in connection with the performance of my work with the Company, whether or not related to any Invention), including all copies of such materials, which I may possess or have under my control.

*Confidential Information*:

Except as the Company may otherwise consent in writing:

(A) not to publish or otherwise disclose or use at any time (except as my Company duties may require) either during or subsequent to my employment, any information, knowledge, or data of the Company I may receive or develop during the course of my employment, relating to business processes, computer programs, methods, machines, manufactures, Inventions, accounting methods, information systems, business or financial plans or reports, customer lists, customer preferences, or other matters which are of a secret\* or confidential\* nature;

\*These terms are used in the ordinary sense and do not necessarily refer to official security classifications of the United States Government.

(B) to notify the Company in writing before I make any disclosure or perform or cause to be performed any work for or on behalf of the Company, which appears to threaten conflict with (1) rights I claim in any Invention (a) conceived by me or others prior to my employment, or (b) otherwise outside the scope of this Agreement, or (2) rights of others arising out of obligations incurred by me (a) prior to this Agreement, or (b) otherwise outside the scope of this Agreement. In the event of my failure to give notice under the circumstances specified in (1) of the foregoing, the Company may assume that no such conflicting invention or idea exists, and I agree that I will make no claim against the Company with respect to the use of such Invention in any work or on behalf of the Company. EXCEPT AS SPECIFICALLY LISTED BELOW, I will not assert any rights under any Inventions, or know-how related to them, as having been made or acquired by me prior to my being employed by the Company, or since then and not otherwise covered by the terms of this Agreement.

*Competition to the Company/Solicitation of Employees:*

I understand that the Company is engaged in a highly competitive industry I agree that for the period of my employment with Worldscope Corporation, and for one year after my last day of Worldscope employment:

1) I shall not work for, consult with or, directly or indirectly, otherwise perform any services for the following Worldscope competitors (including parent and subsidiary entities) under whatever future name known and wherever located: Environmental Systems Research Institute, Inc. of Redlands, CA; Autodesk, Inc. of San Rafael, CA; Caliper Corporation of Newton, MA; Integraph Corporation of Huntsville, Alabama, and, for any mapping related position only, Microsoft Corporation of Redmond, Washington; and

2) I shall not solicit, or cause to be solicited any Worldscope employee for employment by any other entity.

*Agreement, Governing Law, Other Obligations, Facsimile Signatures:*

This Agreement supersedes and replaces any existing agreement which I have entered into with the Company relating generally to the same subject matter. This Agreement may not on behalf of or in respect to the Company be changed or modified, or released, discharged, abandoned or otherwise terminated, in whole or in part, except by a subsequent written amendment or new agreement signed by an officer or other authorized executive of the Company and signed by me.

My obligations under this Agreement shall continue during and after Company employment, and shall be binding obligations on my legal representatives.

This Agreement shall be governed by the laws of New York State, U.S.A., and the venue to enforce my obligations or for any matter related to this Agreement, shall be either Albany or Rensselaer County Supreme Court, New York.

Any facsimile signature on this Agreement shall be accepted as an original for all purposes.

EXCEPT AS LISTED BELOW, I have no agreements with or obligations to others in conflict with any of the obligations that I am accepting by signing this document.

/s/ Dusty Storm                            /s/ Ben Musoni 12/1/98

- ---------------------------------- --------------------------------

Witness signature                   Employee signature and date signed

Dusty Storm                                  Ben Musoni

- ---------------------------------- --------------------------------

Print name of Witness                   Print name & Social Security # of Employee

- -------------------------------------------------------------------------------

Items entered by the Employee in the following sections must be acceptable to Worldscope. If Worldscope does not accept such exclusions, or believes Worldscope employment might create a conflict, the offer of employment associated herewith may be withdrawn in Worldscope's sole discretion, and Worldscope shall incur no liability as a result of such withdrawal.

THE FOLLOWING ARE ALL INVENTIONS, DISCOVERIES, CONCEPTS, IDEAS, IMPROVEMENTS, KNOW-HOW TO WHICH I CLAIM RIGHTS THAT AROSE BEFORE MY EMPLOYMENT BY WORLDSCOPE OR ARE OTHERWISE NOT COVERED BY THIS AGREEMENT:

- -------------------------------------------------------------------------------  
- -------------------------------------------------------------------------------  
- -------------------------------------------------------------------------------  
- -------------------------------------------------------------------------------  
  
THE FOLLOWING ARE THE ONLY AGREEMENTS OR OBLIGATIONS TO WHICH I AM A PARTY WHICH MAY BE IN CONFLICT WITH OBLIGATIONS UNDERTAKEN ABOVE:

- -------------------------------------------------------------------------------  
- -------------------------------------------------------------------------------  
- -------------------------------------------------------------------------------  
- -------------------------------------------------------------------------------  
(use and sign extra sheets if necessary)

ACCEPTED BY WORLDSCOPE CORPORATION /s/ Hans Sachs Date: 12/1/98

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Name/Title Vice President--Human Resources

**Non-CompA#17**

EX-10.2  SEVERANCE AND NON-COMPETITION AGREEMENT

**EXHIBIT 10.2**

**SEVERANCE AND NON-COMPETITION AGREEMENT**

THIS SEVERANCE AND NON-COMPETITION AGREEMENT (the “Agreement”), dated July 28, 2010, is entered into between ZBA Healthcare, Inc. (the “Company”) and Charly Monger (“Executive”) and is effective as of the Effective Date set forth in Paragraph 10.

1. Employment at Will.

The Company agrees to employ Executive and Executive hereby agrees to be employed by the Company upon such terms and conditions as are mutually agreed upon. Executive’s employment with the Company shall be at the discretion of the Company. Executive hereby agrees and acknowledges that the Company may terminate Executive’s employment at any time, for any reason, with or without cause, and without notice. Nothing contained in this Agreement shall (a) confer on Executive any right to continue in the employ of the Company, (b) constitute any contract or agreement of employment, or (c) interfere in any way with the at-will nature of Executive’s employment with the Company.

2. Severance Benefits.

(a) In the event that the Company terminates Executive’s employment without “Cause” (as defined below), the Company agrees to pay to Executive severance payments in an amount equal to (i) the sum of eighteen (18) months base salary at the rate in effect on the Termination Date, plus, the prorated portion of Executive’s “Average Bonus” (an amount equal to the average of the performance bonus payments received by the Executive for the three most recent Fiscal Years, multiplied by the product of the number of days during the Performance Period that Executive was employed, divided by 365 (“Severance Benefits”). For purposes of this Average Bonus calculation, if any of the most recent Fiscal Years used for the calculation is prior to 2010, Executive’s bonus for such year(s) will be set at eighty percent (80%) of Executive’s target bonus on the Termination Date. For all years after 2009, the actual Bonus paid will be used for the calculation. The Severance Benefits shall be payable by mail or direct deposit in equal installments commencing on the first payroll date after the satisfaction of the conditions set forth in Section 4 below and continuing for eighteen (18) months in accordance with the Company’s normal payroll schedule, practices and applicable law. All withholding taxes and other deductions that the Company is required by law to make from wage payments to employees will be made from such severance payments. If Executive’s employment terminates as a result of death or disability, such termination shall not be considered a termination without “Cause” that will entitle Executive to any severance payment.

(b) If Executive makes an election to continue Executive’s coverage under the Company’s group health plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), during the period beginning on the Termination Date and ending on the earlier of (i) the eighteenth month anniversary of the Termination Date or (ii) the date upon which Executive becomes

eligible for comparable coverage under another employer’s group health plans, Executive shall continue to pay premiums with respect to such coverage to the same extent that Executive was paying such premiums immediately prior to such termination. Such period shall run concurrently with the period of Executive’s rights under COBRA.

(c) If the Company relocates Executive’s position to a locale beyond a 50 mile radius from the Dallas Fort-Worth International Airport, it shall be considered a termination of Executive without “Cause,” entitling Executive to resign and receive the Severance Benefits.

Notwithstanding the following, in order to be eligible to receive the Severance Benefits under this subsection 2(c), (i) Executive shall provide notice to the Company no more than 90 days after the occurrence of such relocation, (ii) such notice states the grounds for such voluntary resignation and an effective date no earlier than 30 days after it is given, and (iii) the Company has 30 days from the giving of such notice within which to cure and, in the event of such cure, such notice shall be of no further force or effect.

(d) In the event a termination without “Cause” occurs within one year after a “Change in Control,” in lieu of the Severance Benefits payable under subsection 2(a) or (c), as the case may be, Executive shall be entitled to receive a lump sum equal to two (2) times the sum of Executive’s twelve (12) months base salary at the rate in effect on the Termination Date plus the Average Bonus. Such amount shall be payable on the first payroll date after the satisfaction of the conditions set forth in Section 4 below.

(e) For purposes of this Agreement, the following terms are defined as follows:

(i) “Cause” for termination of Executive shall mean (A) Executive’s failure to perform in any material respect his or her duties as an employee of the Company, (B) violation of the Company’s Code of Business Conduct and Ethics, Code of Ethics for Senior Financial Officers and Principal Executive Officer, and/or Securities Trading Policy, (C) the engaging by Executive in willful misconduct or gross negligence which is injurious to the Company or any of its affiliates, monetarily or otherwise, (D) the commission by Executive of an act of fraud or embezzlement against the Company or any of its affiliates, or (E) the conviction of Executive of a crime which constitutes a felony or any lesser crime that involves Company property or a pleading of guilty or nolo contendere with respect to a crime which constitutes a felony or any lesser crime that involves Company property.

(ii) “Change in Control” shall be deemed to occur upon:

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|  | (A) | The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of a majority of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors; |

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|  | (B) | the dissolution or liquidation of the Company; |

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|  | (C) | the sale of all or substantially all of the business or assets of the Company; or |

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|  | (D) | the consummation of a merger, consolidation or similar form of corporate transaction involving the Company that requires the approval of the Company’s stockholders, whether for such transaction or the issuance of securities in the transaction (a “Business Combination”), if immediately following such Business Combination: (x) a Person is or becomes the beneficial owner, directly or indirectly, of a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation), or (y) the Company’s shareholders cease to beneficially own, directly or indirectly, in substantially the same proportion as they owned the then outstanding voting securities immediately prior to the Business Combination, a majority of the combined voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation). “Surviving Corporation” shall mean the corporation resulting from a Business Combination, and “Parent Corporation” shall mean the ultimate parent corporation that directly or indirectly has beneficial ownership of a majority of the combined voting power of the then outstanding voting securities of the Surviving Corporation entitled to vote generally in the election of directors. |

3. No Other Payments.

Executive understands and agrees that the payments and benefits described above are in lieu of, and discharge, any obligations of the Company to Executive for compensation, incentive or performance payments, or any other expectation or form of remuneration or benefit to which Executive may be entitled, including severance benefits under any Company plan or program, except for: (i) any unpaid wages due for work performed during any pay period(s) prior to the Termination Date; (ii) the continuation of Executive’s coverage under the Company’s group health plans pursuant to COBRA, and (iii) any amounts payable to Executive under any retirement or savings plan of the Company in accordance with the terms of any such plan as in effect on the Termination Date.

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4. Severance Benefits Conditioned Upon Release.

Executive acknowledges and understands that Executive’s eligibility for severance pay and other benefits hereunder is contingent upon Executive’s execution and acceptance of the terms and conditions of, and the effectiveness of the Company’s standard Covenant and General Release of All Claims (the “Release”) as in effect on the Termination Date. The Company’s standard Release may be modified from time to time in the Company’s discretion as it deems appropriate. If Executive fails to execute a Release within twenty-one (21) days of receipt of such Release (or if Executive revokes such Release in a manner permitted by law or the applicable Release), then Executive shall not be entitled to any severance payments or other benefits to which Executive would otherwise be entitled under this Agreement.

5. Section 409A.

Anything in this Agreement to the contrary notwithstanding, if at the time of Executive’s separation from service, the Company determines Executive is a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Internal Revenue Code of 1986, as amended (the “Code”), and if any payment that Executive becomes entitled to under this Agreement would be considered deferred compensation subject to interest and additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, then no such payment shall be payable prior to the date that is the earlier of (1) six months and one day after Executive’s separation from service, or (2) Executive’s death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule. The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party. The Company makes no representation or warranty and shall have no liability to Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

6. Additional Limitation.

(a) Anything in this Agreement to the contrary notwithstanding, in the event that any compensation, payment or distribution by the Company to or for the benefit of Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the “Severance Payments”), would be subject to the excise tax imposed by Section 4999 of the Code, the following provisions shall apply:

(i) If the Severance Payments, reduced by the sum of (A) the Excise Tax and (B) the total of the Federal, state, and local income and employment taxes payable by Executive on the amount of the Severance Payments which are in excess of the Threshold Amount, are greater than or equal to the Threshold Amount, Executive shall be entitled to the full benefits payable under this Agreement.

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(ii) If the Threshold Amount is less than (A) the Severance Payments, but greater than (B) the Severance Payments reduced by the sum of (1) the Excise Tax and (2) the total of the Federal, state, and local income and employment taxes on the amount of the Severance Payments which are in excess of the Threshold Amount, then the benefits payable under this Agreement shall be reduced (but not below zero) to the extent necessary so that the sum of all Severance Payments shall not exceed the Threshold Amount.

(b) For the purposes of this Section 6, “Threshold Amount” shall mean three times Executive’s “base amount” within the meaning of Section 280G(b)(3) of the Code and the regulations promulgated thereunder less one dollar ($1.00); and “Excise Tax” shall mean the excise tax imposed by Section 4999 of the Code, and any interest or penalties incurred by Executive with respect to such excise tax.

(c) The determination as to which of the alternative provisions of Section 6(a) shall apply to Executive shall be made by a nationally recognized accounting firm selected by the Company (the “Accounting Firm”), which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Termination Date, if applicable, or at such earlier time as is reasonably requested by the Company or Executive. For purposes of determining which of the alternative provisions of Section 6(a) shall apply, Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in the state and locality of the Executive’s residence on the Date of Termination, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes. Any determination by the Accounting Firm shall be binding upon the Company and Executive.

7. Non-Disclosure, Non-Competition and Non-Solicitation Covenants.

(a) Definitions. For purposes of this Section 7, the following terms shall have the following respective meanings:

(i) “Business” shall mean the business of the Company, the Parent and all subsidiaries, which includes recruitment and placement of temporary and permanent healthcare professionals, staffing, workforce and/or contract management services, home health services, and educational services to healthcare providers and other healthcare organizations, as well as any other business in which the Company is engaged during the course of Executive’s employment.

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(ii) “Competitive Business” shall mean any business that recruits and places temporary or permanent healthcare professionals or provides staffing, workforce and/or contract management services, home health services, educational services to healthcare providers or other healthcare organizations or any other business which is competition with the Company in any line of business in which the Company is engaged.

(iii) “Confidential Information” shall mean any and all proprietary and confidential data or information of the Company, or any of its ultimate parent, parent, subsidiaries and affiliates or the Business, other than “Trade Secrets” (as hereinafter defined), which is generally known only to the Company or its affiliates and those of their respective employees to whom it must be confided in order to apply it to the uses intended including, without limitation, business, financial and marketing plans and projections.

(iv) “Non-Competition Period” shall mean the greater of (i) the eighteen month period following the date of the termination of Executive’s employment, for any reason other than a Change In Control and regardless of whether Executive is entitled to any Severance Benefits, or (ii) in the event a termination without “Cause” occurs within one year after a “Change in Control, the (2) year period following the date of the termination of Executive’s employment.

(v) “Person” shall mean an individual, corporation, partnership, limited liability company, association, trust or other entity or organization including a government or political subdivision or an agency or instrumentality thereof.

(vi) “Restricted Territory” shall mean the United States, and any other countries and territories in which the Company engages in its Business.

(vii) “Trade Secrets” shall mean all knowledge, data and information of the Company or any of its affiliates which is defined as a “trade secret” under applicable law.

(viii) “Work Product” shall mean all work product, property, data, documentation, “know-how”, concepts, plans, inventions, improvements, techniques, processes or information of any kind, prepared, conceived, discovered, developed or created by Executive in connection with (i) the performance of his services hereunder or (ii) the use of the Company’s resources.

The parties acknowledge that references to the Company in this Section 7 shall be deemed be references to the Company and its subsidiaries.

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(b) Consideration. The Executive acknowledges that the provisions of this Section 7 are in consideration of (i) employment with the Company; (ii) the Company’s agreement to pay severance benefits as set forth in Section 2; (iii) Executive’s access to the Company’s Confidential Information and Trade Secrets, (iv) Executive’s access to specialized training and knowledge pertaining to products, services, business practices and procedures developed and/or used by the Company; (v) access to Company relationships, and (vi) additional good and valuable consideration as set forth in this Agreement. Executive acknowledges and agrees that each element of consideration stated above is sufficient, individually, to support the covenants set forth in this Section 7. Executive also hereby acknowledges and agrees that: (a) Executive will simultaneous with the execution of this Agreement and will frequently be exposed to certain Trade Secrets and Confidential Information during his Employment; (b) Executive’s responsibilities on behalf of the Company may extend to all geographical areas of the Restricted Territory; and (c) any competitive activity on Executive’s part from the date hereof until the Termination Date, or any competitive activity on Executive’s part in the Restricted Territory for a reasonable period thereafter, would necessarily involve Executive’s use of the Company’s Trade Secrets and Confidential Information and would unfairly threaten the Company’s legitimate business interests, including its substantial investment in the proprietary aspects of its business and its associated goodwill. Moreover, Executive acknowledges that, in the event of the termination of this Agreement, Executive would have sufficient skills to find alternative, commensurate work in his field of expertise that would not involve a violation of any of the provisions of this Section 7. Therefore, Executive acknowledges and agrees that it is reasonable for the Company to require Executive to abide by the covenants set forth in this Section 7.

(c) Ownership of Proprietary Property. To the greatest extent possible, any Work Product shall be deemed to be “work made for hire” (as defined in the Copyright Act, 17 U.S.C.A. § 101 et seq., as amended) and owned exclusively by the Company. Executive hereby unconditionally and irrevocably transfers and assigns to the Company all rights, title and interest Executive currently has or in the future may have, by operation of law or otherwise, in or to any Work Product, including, without limitation, all patents, copyrights, trademarks, service marks and other intellectual property rights. Executive agrees to execute and deliver to the Company any transfers, assignments, documents or other instruments which the Company may deem necessary or appropriate to vest complete title and ownership of any Work Product, and all rights therein, exclusively in the Company.

(d) Non-Competition. Executive covenants and agrees that during the Non-Competition Period, Executive shall not, without the Company’s prior written consent, directly or indirectly, (a) own, manage, operate, or participate in the ownership, management, or operation of any Competitive Business in the Restricted Territory, or (b) provide services to or be employed as a director, officer, management employee, partner or consultant of any Competitive Business in the Restricted Territory. In addition, during the Non-Competition Period, Executive shall not have an equity interest in any Competitive Business; provided that Executive may own up to one percent (1%) of a corporation (engaged in a Competitive Business) whose shares are listed on a national stock exchange or traded in the NASDAQ over-the-counter market.

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(e) Non-Solicitation of Customers and Suppliers. During the Non-Competition Period, Executive shall not, without the Company’s prior written consent, (a) solicit, raid, entice, induce or contact any Person that is a Customer (as hereinafter defined) of the Company to become a customer or a client of any Competitive Business; or (b) solicit, entice, divert, appropriate, contact or request any healthcare provider of the Company to curtail or cancel its business with the Company. The term “Customer” shall mean with respect to the Company: (i) any customer or client of the Company existing immediately prior to the Termination Date; (ii) any customer or client that has used services of the Company within the twelve (12) month period prior to the Termination Date; and (iii) those Persons that have, prior to the Termination Date, committed verbally or in writing to using the services of the Company.

(f) Non-Solicitation of Employees. During the Non-Competition Period, Executive shall not, without the Company’s prior written consent, (a) solicit, recruit, hire or attempt to solicit, recruit or hire away any employee, current, former or prospective contract healthcare professional, consultant, contractor or other personnel of the Company or solicit or induce any such Person to termination or otherwise diminish in any respect his, her or its relationship with the Company; or (b) employ, engage or seek to employ or engage any Person who within the twelve (12) months prior to the Termination Date had been an employee of the Company provided, however, that this provision does not preclude Executive from accepting a position in organization that does not otherwise violate any provision of this Agreement, on the grounds that the organization employs a Person who previously worked for the Company. For purposes of this Section 7(g), a Person shall be deemed to have been a “prospective” contract healthcare professional, consultant, contractor or other personnel of the Company if the Company shall have had prior contact with such Person but shall not have hired, retained or engaged such Person.

(g) Non-Disclosure.

(i) Executive hereby covenants and agrees that, as to Confidential Information and Trade Secrets, at all times during the Non-Competition Period, and thereafter for such time as the same shall remain confidential (except if such information is no longer confidential due to Executive’s breach of this Agreement), Executive will not, other than in connection with his provision of services to the Company hereunder, either directly or indirectly, use, distribute, sell, license, transfer, assign, disclose, disseminate, copy, appropriate or otherwise communicate any Trade Secrets or Confidential Information to any Person nor shall Executive make use of any such Trade Secrets or Confidential Information for his own purposes in a Competitive Business or otherwise or for the benefit of any other Person engaged in Competitive Business.

(ii) Executive shall cooperate fully with the Company in the procurement of any protection of the Company’s right to or in any of the Trade Secrets or Confidential Information; provided, however, any out of pocket costs associated with such procurement or protection shall be borne by the Company.

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(iii) Immediately on the Termination Date, or at any time before the Termination Date upon the specific request of the Company, Executive shall return to the Company all written or descriptive materials of any kind in Executive’s possession or to which Executive has access that constitute or contain any Confidential Information or Trade Secrets, and the confidentiality obligations described in this Agreement shall continue until their expiration under the terms of this Agreement.

(h) Goodwill. During the Non-Competition Period, Executive shall not (i) make any statement or other communication that impugns or attacks the reputation or character of the Company, or (ii) take any action that would interfere with any Customer or other relationships of the Company.

(i) Additional Acknowledgments of Executive. Executive acknowledges that a breach of any of the covenants contained in this Section 7 will cause irreparable damage to ZBA, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, Executive agrees that if Executive breaches or threatens to breach any covenant contained in this Section 7, in addition to any other remedy that may be available at law or in equity, the Company shall be entitled to specific performance and injunctive relief and Executive hereby waives any defense that the Company would have an adequate remedy at law. In the event any covenant or agreement in this Section 7 shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too great a period of time or over to great a geographical area or by reason of its being too extensive in any other respect, it shall be interpreted to extend only over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court in such action.

(j) Survival. Notwithstanding any expiration or termination of this Agreement, the provisions of this Section 7 shall survive and remain in full force and effect until the expiration of the Non-Competition Period and any other provision hereof that, by its terms or reasonable interpretation thereof, sets forth obligations that extend beyond the termination of this Agreement.

8. Term of Agreement for Severance Benefits

The provisions of the Agreement relating to Executive’s entitlement to Severance Benefits as described herein apply only to Executive’s employment by the Company in an officer position with profit and loss responsibility, collectively, for the Company’s vendor management services, per diem and home health service offerings. In the event Executive is offered and accepts a change in position (employment with the Company in a position other than an executive position with commensurate responsibilities as those stated above), Executive’s entitlement to Severance Benefits hereunder and the provisions of this Agreement related thereto, automatically terminate. The parties expressly acknowledge and agree that the provisions set forth in Paragraph 1 above relating to Executive’s at will employment and Paragraph 7 relating to Executive’s Non-Disclosure, Non-Competition and Non-Solicitation Covenants remain in full force and effect as long as Executive remains employed by the Company in any position, unless expressly revoked and /or amended by written agreement.

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9. Miscellaneous Provisions.

(a) This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and may be amended, modified or changed only by a written instrument executed by Executive and the Company. No provision of this Agreement may be waived except by a writing executed and delivered by the party sought to be charged. Executive acknowledges that this Agreement replaces any prior severance agreement entered into by and between the Company and Executive.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to principles of conflict of laws.

(c) All notices and other communications hereunder shall be in writing; shall be delivered by hand delivery to the other party or mailed by registered or certified mail, return receipt requested, postage prepaid; shall be deemed delivered upon actual receipt; and shall be addressed as follows:

If to the Company:

ZBA Healthcare

ABC California 92000

Attention: General Counsel

If to Executive:

Charly Monger

Waco, TX 760000

or to such other address as either party shall have furnished to the other in writing in accordance herewith.

(d) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

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10. Effective Date

This Agreement is being executed in conjunction with and as a condition of the Agreement and Plan of Merger by and among ZBA Healthcare Services, Inc., AB Acquisition, Inc., AB Acquisition, LLC, NF Investors, Inc. and KLKU, LLC (“Merger Agreement”). This Agreement becomes effective only upon the Closing of the Mergers as contemplated by the Merger Agreement, thus the Effective Date of this Agreement will be the date of such Closing, as defined in the Merger Agreement.

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| Date: July 28, 2010 |  |  |  | ZBA HEALTHCARE, INC. | | |
|  |  | |  | |  | |
|  |  |  |  | By: |  | /s/ Rosi Dennel |
|  |  |  |  | Name: |  | Rosi Dennel |
|  |  |  |  | Title: |  | CEO and President |
|  |  | |  | |  | |
| Date: July 28, 2010 |  |  |  | By: |  | /s/ Charly Monger |

**Non-CompA#18**

EX-10.21  FORM OF NONCOMPETITION AGREEMENT

Exhibit 10.21

**FORM OF**

**NONCOMPETITION AGREEMENT**

This Noncompetition Agreement (this “Agreement”) is entered into as of             , 20     between FKO LLC, an Illinois limited liability company (together with its successors and assigns, the “Company”), and                              (the “Employee”).

WHEREAS, the Company and its subsidiaries are currently engaged in the business of marketing and selling multi-branded information technology products (including hardware and peripherals, software and accessories) and services (including comprehensive and integrated solutions) to business, government, education and healthcare customers and consumers, it being acknowledged that the scope of the Company’s business will evolve over time;

WHEREAS, the Employee acknowledges that in the course of the Employee’s employment with the Company or its subsidiaries, the Employee has and will become familiar with trade secrets and other confidential information concerning the Company and its subsidiaries (collectively, as further described in Section 2 below, the “Confidential Information”) and that the Employee’s services will be of special, unique and extraordinary value to the Company and its subsidiaries;

WHEREAS, the Employee acknowledges that the Company’s Confidential Information will retain continuing vitality throughout and beyond the restricted period described in Section 1(a) below, and that should Employee leave the Company and work for a competitor during restricted period, it would be highly likely, if not inevitable, that Employee would use or disclose the Company’s Confidential Information, and Employee therefore agrees that the restrictions in this Agreement are necessary to protect the Company’s legitimate business interests;

WHEREAS, the Employee has been approved as a participant in the Company’s Compensation Protection Plan (the “Plan”); and

WHEREAS, as a condition to the Employee being entitled to participate in the Plan, the Employee is required to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, in the Plan and in the overall employment relationship between the Company and the Employee, the adequacy and sufficiency of which are hereby acknowledged, the Company and the Employee hereby agree as follows:

1. **Noncompetition; Nonsolicitation.** (a) The Employee agrees that for the period commencing on the date on which the Employee’s employment with the Company or its subsidiaries terminates for any reason (the “Termination Date”) and ending on the twelve-month anniversary of the Termination Date, the Employee will abide by the restrictions contained in Sections 1(a)(1) and 1(a)(2).

(1) The Employee will not except as part of his authorized duties as an employee of the Company engage in, participate in, form, or develop any Business (as defined in Section 1(a)(3)) being conducted or planned by the Company or any of its subsidiaries as of the Termination Date in any geographic area in which the Company or any of its subsidiaries is conducting such Business or plans to conduct such Business as of the Termination Date. The restriction contained in this Section 1(a)(1) shall apply to the Employee engaging in, participating in, forming or developing any such Business either directly or indirectly through any person, firm, corporation, partnership or other enterprise, or as an officer, director, stockholder, partner, investor, employee or consultant thereof, or otherwise. Without limiting the foregoing restriction, but by way of illustration of its application, the Employee will not become an officer, director, stockholder, partner, investor, employee or consultant of any of the corporations or other enterprises set forth in Schedule I hereto (including any affiliate of such corporations or other enterprises), it being acknowledged that (i) Schedule I is only a representative list of the Company’s current competitors and is not intended to include all of the Company’s current competitors and (ii) new competitors of the Company may emerge over time.

(2) The Employee will not directly or indirectly (i) solicit any FKO Employee or otherwise induce or attempt to induce any FKO Employee to terminate or abandon his or her employment for any purpose whatsoever or (ii) in connection with any business to which the restriction contained in Section 1(a)(l) applies, call on, service, solicit or otherwise do business with any FKO Customer or any of its subsidiaries.

(3) For purposes of Section 1(a)(1), “Business” shall mean any business conducted or planned by the Company or any of its subsidiaries if the Employee, while employed by the Company or any of its subsidiaries, was involved in such business or had knowledge of such business. The Employee will be deemed to have knowledge of a Business if the Employee received or was otherwise in possession of Confidential Information (as defined in Section 2) regarding such Business.

(4) For purposes of Section 1(a)(2), a “FKO Employee” shall include any person that was employed by FKO or any of its subsidiaries or affiliates either: (a) at any time within three months of the prohibited contact; or (b) at any time within three months of the Termination Date. A “FKO Customer” shall include (a) any person or entity that purchased any products or services from FKO or any of its subsidiaries or affiliates at any time within a two year period prior to Employee’s termination (for whatever reason) from the Company or (b) any person or entity with respect to whom, at any time during the one year period prior to the Employee’s termination (for whatever reason) from the Company, the Employee submitted or assisted with the development or submission of a presentation or proposal of any kind on behalf of the Company or any of its subsidiaries or affiliates, acquired or had access to Confidential Information or had contact with as a result of the Employee’s employment with the Company.

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(b) Nothing in this Section 1 shall prohibit the Employee from being (i) a stockholder in a mutual fund or a diversified investment company or (ii) a passive owner of not more than two percent of the outstanding stock of any class of a corporation, any securities of which are publicly traded, so long as the Employee has no active participation in the business of such corporation.

(c) If, at any time of enforcement of this Section 1, a court holds that the restrictions stated herein are unreasonable under circumstances then existing, the parties hereto agree that the maximum period, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope and area permitted by law.

(d) Because the protection of the Company’s Confidential Information requires that Employee not perform the activities described in this Section 1 for the full amount of time provided in Section 1(a), Employee agrees that the restricted period described in Section 1(a) shall be extended for any time during which Employee breaches this Agreement, such that Employee does not perform the proscribed activities for a time period equal to the full amount of time provided in Section 1(a).

**2. Confidentiality.** The Employee shall not, at any time during the Employee’s employment with the Company or its subsidiaries or thereafter, make use of or disclose, directly or indirectly, any (i) trade secret or other confidential or secret information of the Company or of any of its subsidiaries or (ii) other technical, business, proprietary or financial information of the Company or of any of its subsidiaries not available to the public generally or to the competitors of the Company or to the competitors of any of its subsidiaries (the information in clauses (i) and (ii) being collectively referred to herein as “Confidential Information”), except to the extent that such Confidential Information (a) becomes a matter of public record or is published in a newspaper, magazine or other periodical or on electronic or other media available to the general public, other than as a result of any act or omission of the Employee, or (b) is required to be disclosed by any law, regulation or order of any court or regulatory commission, department or agency, provided that the Employee gives prompt notice of such requirement to the Company to enable the Company to seek an appropriate protective order. Promptly following the termination of the Employee’s employment with the Company or any of its subsidiaries, the Employee shall surrender to the Company all records, memoranda, notes, plans, reports, electronic files computer tapes and software and other documents and data which constitute Confidential Information which the Employee may then possess or have under the Employee’s control (together with all copies thereof). Employee must return all Confidential Information to the Company, whether it is (i) a hard copy document; (ii) on a work, home, or laptop computer; (iii) on a blackberry, PDA, iPhone, or cell phone; or (iv) on an external hard drive, thumb drive, or any other piece of external media that permits the storage of information.

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**3.** **Intellectual Property.** The Employee shall not, at any time, have or claim any right, title or interest in any trade name, patent, trademark, copyright, trade secret**,** intellectual property, methodologies, technologies, procedures, concepts, ideas or other similar rights (collectively, “Intellectual Property”) belonging to the Company or any of its affiliates and shall not have or claim any right, title or interest in or to any material or matter of any kind prepared for or used in connection with the business or promotion of the Company or any of its affiliates, whether produced, prepared or published in whole or in part by the Employee or by the Company or any of its affiliates. All Intellectual Property that is conceived, devised, made, developed or perfected by the Employee, alone or with others, during the Employee’s employment that is related in any way to the Company’s or any of its affiliates’ business or is devised, made, developed or perfected utilizing equipment or facilities of the Company or its affiliates shall be works for hire and become the sole, absolute and exclusive property of the Company. If and to the extent that any of such Intellectual Property should be determined for any reason not to be a work for hire, the Employee hereby assigns to the Company all of the Employee’s right, title and interest in and to such Intellectual Property. At the reasonable request and expense of the Company but without charge to the Company, whether during or at any time after the Employee’s employment with the Company, the Employee shall cooperate fully with the Company and its affiliates in the securing of any trade name, patent, trademark, copyright or intellectual property protection or other similar rights in the United States and in foreign countries, including without limitation, the execution and delivery of assignments, patent applications and other documents or papers. In accordance with the Illinois Employee Patent Act, 765 ILCS 1060, the Employee is hereby notified by the Company, and understands, that the foregoing provisions do not apply to an invention for which no equipment, supplies, facilities or trade secret information of the Company or any of its affiliates was used and which was developed entirely on the Employee’s own time, unless (i) the invention relates (A) to the business of the Company or (B) to the Company’s or any of its affiliate’s actual or demonstrably anticipated research and development, or (ii) the invention results from any work performed by the Employee for the Company.

**4. Enforcement.** The parties hereto agree that the Company and its subsidiaries would be damaged irreparably in the event that any provision of Section 1, 2 or 3 of this Agreement were not performed in accordance with its terms or were otherwise breached and that money damages would be an inadequate remedy for any such nonperformance or breach. Accordingly, the Company and its successors and permitted assigns shall be entitled, in addition to other rights and remedies existing in their favor, to an injunction or injunctions to prevent any breach or threatened breach of any of such provisions and to enforce such provisions specifically (without posting a bond or other security). The Employee submits himself or herself to the personal jurisdiction of the courts of the State of Illinois in any action by the Company to enforce the provisions of this Agreement. Employee will reimburse the Company for all costs (including reasonable attorneys’ fees) incurred in connection with any action to enforce this Agreement if Company prevails on any material issue involved in such dispute.

**5. Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be deemed given when (i) delivered personally or by overnight courier to the following address of the other party hereto (or such other

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address for such party as shall be specified by notice given pursuant to this Section) or (ii) sent by facsimile to the following facsimile number of the other party hereto (or such other facsimile number for such party as shall be specified by notice given pursuant to this Section), with the confirmatory copy delivered by overnight courier to the address of such party pursuant to this Section:

If to the Company, to:

FKO LLC

Chicago, IL

Attention: General Counsel

with a copy to:

Advocates

400 North LaSalle Street

Chicago, Illinois 60654

Attention:

If to the Employee, to last known address of the Employee in the records of the Company.

**6. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

**7. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or between the parties, written or oral, which may have related in any manner to the subject matter hereof; provided, however, that Employee recognizes that he or she may have entered or will enter into entirely separate agreements with the Company or its Subsidiaries or affiliates that contain restrictive covenants (such as non-competition and non-solicitation promises), and Employee agrees that he or she will be bound to both the restrictive covenants contained in this Agreement and the restrictive covenants contained in any other agreement that he or she has signed or will sign with the Company or its Subsidiaries or affiliates.

**8. Successors and Assigns.** This Agreement shall be enforceable by the Employee and his heirs, executors, administrators and legal representatives, and by the Company and its successors and assigns. In the event of the consummation of a

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transaction initiated by the Company involving the formation of a direct or indirect holding company of the Company for an internal legal or business purpose in which the holders of the outstanding voting securities of the Company become the holders of the outstanding voting securities of such holding company in substantially the same proportions, all references to the “Company” herein shall be deemed to be references to the new holding company.

**9. Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois without regard to principles of conflict of laws.

**10. Amendment and Waiver.** The provisions of this Agreement may be amended or waived only by the written agreement of the Company and the Employee, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

**11. Employee Acknowledgment.** The Employee acknowledges that the restrictions contained herein are reasonable and necessary to protect the legitimate business interests of the Company and its subsidiaries and to prevent damage or loss to the Company and its subsidiaries. The Employee further acknowledges that adhering to the restrictions contained herein will not unduly restrict his or her post-employment opportunities or otherwise impose an undue burden upon him or her.

**12. Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **FKO LLC** | | |
|  |  | |
| By: |  |  |
|  |  | Haley Binder |
|  |  | Chairman and Chief Executive Officer |
|  | | |
| **EMPLOYEE** | | |
|  | | |

**Non-CompA#19**

EXHIBIT 10.2

**Exhibit 10.2**

**LABBO THERAPEUTICS, INC.**

**EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT**

In consideration of my employment or continued employment by Labbo Therapeutics, Inc. (“***Employer***”), and its subsidiaries, parents, affiliates, successors, and assigns (together with Employer, “***Company***”), the compensation paid to me now and during my employment with Company, and Company’s agreement to provide me with access to its Confidential Information (as defined below), I enter into this Employee Confidential Information and Inventions Assignment Agreement with Employer (the “***Agreement***”).

A. During the course of my employment, I will have access to and knowledge of Company’s trade secrets and Confidential Information; and

B. It is of material benefit to restrict the disclosure of Company’s trade secrets and Confidential Information with a nondisclosure, non-solicitation, and non-competition agreement, all of which are reasonable in terms of scope, geography and duration.

Accordingly, in consideration of the mutual promises and covenants contained herein, Employer (on behalf of itself and Company) and I agree as follows:

**1.             Confidential Information Protections**.

**1.1          Recognition of Company’s Rights; Nondisclosure**. My employment by Company creates a relationship of confidence and trust with respect to Confidential Information (as defined below) and Company has a protectable interest in the Confidential Information. At all times during and after my employment, I will hold in confidence and will not disclose, use, lecture upon, or publish any Confidential Information, except as required in connection with my work for Company, or as approved by an officer of Company. I will use Confidential Information only for the benefit of Company and acknowledge that, as between Company and me, Company owns exclusive rights to any and all Confidential Information. I will obtain written approval by an officer of Company before I lecture on or submit for publication any material (written, oral, or otherwise) that discloses and/or incorporates any Confidential Information. I will take all reasonable precautions to prevent the disclosure of Confidential Information. Notwithstanding the foregoing, pursuant to 18 U.S.C. Section 1833(b), I will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (1) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Company information or documentation to which I have access during my employment, regardless of whether it contains Confidential Information, is the property of Company and cannot be downloaded or retained for my personal use or for any use that is outside the scope of my duties for Company.

**1.2          Confidential Information**. “***Confidential Information***” means any and all confidential knowledge or data of Company, and includes any confidential knowledge or data that Company has received, or receives in the future, from third parties that Company has agreed to treat as confidential and to use for only certain limited purposes. By way of illustration but not limitation, Confidential Information includes (a) trade secrets, inventions, ideas, processes, specifications, formulas, compositions, compounds, drugs, cell lines, reagents, biologics, antibodies, therapeutic products, data (including pharmacological, toxicological, preclinical and clinical test data), technology, software in source or object code, know-how, designs and techniques, and any other work product of any nature, and all Intellectual Property Rights (defined below) in or arising from all of the foregoing (collectively, “***Inventions***”), including all Company Inventions (defined in Section 2.1); (b) information regarding or resulting from research, development, testing, trials, studies (including regarding product safety, efficacy or use), new products, business and operational plans, budgets, unpublished financial statements and projections, costs, margins, discounts, credit terms, pricing, quoting procedures, future plans and strategies, capital-raising plans, internal services, regulatory plans and filings, manufacturing processes and manufacturers, suppliers and supplier information; (c) information about customers and potential customers of Company, including customer lists, names, representatives, their needs or desires with respect to the types of products or services offered by Company, and other non-public information; (d) information about Company’s business partners and licensees and their services, including names, representatives, proposals, bids, contracts, and the products and services they provide; (e) information regarding personnel, employee lists, compensation, and employee skills; and (f) any other non-public information that a competitor of Company could use to Company’s competitive disadvantage. However, Company agrees that I am free to use information (i) that I knew before my employment with Company or that is, at the time of use,, (ii) generally known in the trade or industry through no breach of this Agreement by me, (iii) received on a non-confidential basis by me from a third-party who has the lawful right to disclose such information or (iv) that I am required to disclose pursuant to a court order or law.

**1.3          Third Party Information**. I understand, in addition, that Company has received and in the future will receive from third parties their confidential and/or proprietary knowledge, data or information (**“*Third Party Information*”**) subject to a duty on Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. During my employment and thereafter, I will hold Third Party Information in confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or use, except in connection with my work for Company, Third Party Information unless expressly authorized by an officer of Company in writing.

**1.4          Term of Nondisclosure Restrictions**. I will only use or disclose Confidential Information and Third Party Information as provided in this Section 1. The restrictions in this Section 1 are intended to and will continue indefinitely, even after my employment by Company ends. However, if a time limitation on my obligation not to use or disclose Confidential Information and Third Party Information is required under applicable law, and the Agreement or its restriction(s) cannot otherwise be enforced, the two-year period after the date my employment ends will be the time limitation relevant to the contested restriction; ***provided, however***, that my obligation not to disclose or use trade secrets that are protected without time limitation under applicable law will continue indefinitely.

**1.5          No Improper Use of Information of Prior Employers and Others**. During my employment by Company, I will not improperly use or disclose confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto Company’s premises any unpublished documents or property belonging to a former employer or any other person to whom I have an obligation of confidentiality unless that former employer or person has consented in writing.

**1.6          Restricted Access Granted**. In exchange for my agreement not to disclose or use Confidential Information or Third Party Information, except as required in performing my duties for Company, and for the non-solicitation covenants, and the other promises provided herein, Company will grant me access to Confidential Information or Third Party Information required to fulfill the duties of my position as determined by Company. I agree that Company has no pre-existing obligation to reveal Confidential Information or Third Party Information.

**2.              Assignments of Inventions**.

**2.1          Definitions**. The term (a) **“*Intellectual Property Rights*”** means all past, present and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: patents and patent applications of any kind, industrial property, trade secrets, Copyrights, trademark and trade name rights, mask work rights, and all proprietary rights in technology or works of authorship (including, in each case, any application for any such rights, all rights to priority, and any rights to apply for any such rights, and any equivalent or similar rights throughout the world, as well as all rights to pursue remedies for infringement or violation of any such rights); (b) “***Copyright***” means the exclusive legal right to reproduce, perform, display, distribute and make derivative works of a work of authorship (for example, a literary, musical, or artistic work) recognized by the laws of any jurisdiction in the world; (c) “***Moral Rights***” means all paternity, integrity, disclosure, withdrawal, special and similar rights recognized by the laws of any jurisdiction in the world; and (d) “***Company Inventions***” means any and all Inventions (and all Intellectual Property Rights related to Inventions) that are made, conceived, developed, prepared, produced, authored, edited, amended, reduced to practice, or learned or set out in any tangible medium of expression or otherwise created, in whole or in part, by me, either alone or with others, during my employment by Company, and all printed, physical, and electronic copies, and other tangible embodiments of Inventions.

**2.2          Non-Assignable Inventions**. I recognize that this Agreement will not be deemed to require assignment of any Invention that I develop entirely on my own time without using Company’s equipment, supplies, facilities or trade secrets, or Confidential Information, except for Inventions that either (i) relate to Company’s actual or anticipated business, research or development, or (ii) result from or are connected with any work performed by me for Company. In addition, this Agreement does not apply to any Invention that qualifies fully for protection from assignment to Employer under any specifically applicable state or district law, regulation, rule or public policy (collectively, “***Nonassignable Inventions***”).

**2.3           Prior Inventions**.

**(a)**On the signature page to this Agreement is a list describing any Inventions that (i) are owned by me or in which I have an interest and that were made or acquired by me before my date of first employment by Company, and (ii) may relate to Company’s business or actual or demonstrably anticipated research or development, and (iii) are not to be assigned to Company (“***Prior Inventions***”). If no such list is attached, I agree, represent and warrant that no Inventions that would be classified as Prior Inventions exist as of the date of this Agreement.

**(b)**If I use any Prior Inventions and/or Nonassignable Inventions in the scope of my employment, or if I include any Prior Inventions and/or Nonassignable Inventions in any product or service of Company, or if my rights in any Prior Inventions and/or any Nonassignable Inventions may block or interfere with, or may otherwise be required for, the exercise by Company of any rights assigned to Company under this Agreement (each, a “***License Event***”), (i) I will immediately notify Company in writing, and (ii) unless Company and I agree otherwise in writing, I hereby grant to Company a non-exclusive, perpetual, transferable, fully-paid, royalty-free, irrevocable, worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium (whether now known or later developed), make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Prior Inventions and/or Nonassignable Inventions. To the extent that any third parties have any rights in or to any Prior Inventions or any Nonassignable Inventions, I represent and warrant that such third party or parties have validly and irrevocably granted to me the right to grant the license stated above. For purposes of this Section 2.3(b), “***Prior Inventions***” includes any Inventions that would be classified as Prior Inventions, whether or not they are listed on the signature page to this Agreement.

**2.4           Assignment of Company Inventions**. I hereby assign to Employer, and shall assign to Employer, all my right, title, and interest in and to any and all Company Inventions other than Nonassignable Inventions and agree that such assignment includes an assignment of all Moral Rights. To the extent such Moral Rights cannot be assigned to Employer and to the extent the following is allowed by the laws in any country where Moral Rights exist, I hereby unconditionally and irrevocably waive the enforcement of such Moral Rights, and all claims and causes of action of any kind against Employer or related to Employer’s customers, with respect to such rights. Neither my successors-in-interest nor legal heirs retain any Moral Rights in any Company Inventions. Nothing contained in this Agreement may be construed to reduce or limit Company’s rights, title, or interest in any Company Inventions so as to be less in any respect than that Company would have had in the absence of this Agreement.

**2.5           Obligation to Keep Company Informed**. During my employment by Company, I will promptly and fully disclose to Company in writing all Inventions that I author, conceive, or reduce to practice, either alone or jointly with others. At the time of each disclosure, I will advise Company in writing of any Inventions that I believe constitute Nonassignable Inventions; and I will at that time provide to Company in writing all evidence necessary to substantiate my belief. Subject to Section 2.3(b), Company agrees to keep in confidence, not use for any purpose, and not disclose to third parties without my consent, any confidential information relating to Nonassignable Inventions that I disclose in writing to Company.

**2.6           Government or Third Party**. I agree that, as directed by Company, I will assign to a third party, including the United States, all my right, title, and interest in and to any particular Company Invention.

**2.7           Ownership of Work Product**. I acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of my employment and that are protectable by Copyright are “works made for hire,” pursuant to United States Copyright Act (17 U.S.C., Section 101).

**2.8           Enforcement of Intellectual Property Rights and Assistance**. I will assist Company, in every way Company requests, including signing, verifying and delivering any documents and performing any other acts, to obtain and enforce United States and foreign Intellectual Property Rights and Moral Rights relating to Company Inventions in any jurisdictions in the world. My obligation to assist Company with respect to Intellectual Property Rights relating to Company Inventions will continue beyond the termination of my employment, but Company will compensate me at a reasonable rate after such termination for the time I actually spend on such assistance. If Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in this paragraph, I hereby irrevocably designate and appoint Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by me. I hereby waive and quitclaim to Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Intellectual Property Rights assigned to Employer under this Agreement.

**3.             Records**. I will keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that is required by Company) of all Confidential Information developed by me and all Company Inventions made by me during the period of my employment at Company, which records will be available to and remain the sole property of Employer at all times.

**4.             Duty of Loyalty During Employment**. During my employment by Company, I will not, without Company’s written consent, directly or indirectly engage in any employment or business activity that is directly or indirectly competitive with, or would otherwise conflict with, my employment by Company.

**5.             No Solicitation of Employees, Consultants, Contractors, or Customers or Potential Customers**. I agree that during the period of my employment and for the one-year period after the date my employment ends for any reason, including voluntary termination by me or involuntary termination by Company, I will not, as an officer, director, employee, consultant, owner, partner, or in any other capacity, either directly or through others, except on behalf of Company:

**5.1**solicit, induce, encourage, or participate in soliciting, inducing or encouraging any person then employed by Company or who has left the employment of Company within the preceding six months, or any person or entity engaged by Company as a consultant or independent contractor or who/which has ceased a service relationship with Company within the preceding six months, to terminate such person’s or entity’s relationship with Company, even if I did not initiate the discussion or seek out the contact;

**5.2**solicit, induce, encourage, or participate in soliciting, inducing, or encouraging any person then employed by Company or who has left the employment of Company within the preceding six months, or any person or entity engaged by Company as a consultant or independent contractor or who/which has ceased a service relationship with Company within the preceding six months, to terminate such person’s or entity’s relationship with Company to render services to me or any other person or entity that researches, develops, markets, sells, performs or provides or is preparing to develop, market, sell, perform or provide Conflicting Services (as defined below);

**5.3**hire or attempt to hire any person who is an employee, consultant, or independent contractor of Company, even if I did not initiate the discussion or seek out the contract;

**5.4**hire, employ, or engage any person then employed by Company or who has left the employment of Company within the preceding six months in a business venture as partners or owners or other joint capacity, or attempt to hire, employ, or engage any person then employed by Company or who has left the employment of Company within the preceding six months in a business venture as partners or owners or other joint capacity;

**5.5**solicit, induce, encourage, or participate in an attempt to induce any Customer or Potential Customer (as defined below), to terminate, diminish, or materially alter in a manner harmful to Company its relationship with Company;

**5.6**solicit or assist in the solicitation of any Customer or Potential Customer to induce or attempt to induce such Customer or Potential Customer to purchase or contract for any Conflicting Services;

**5.7**solicit, induce, encourage or attempt to solicit, induce, or encourage, any franchisee, joint venture, supplier, vendor or contractor who conducted business with Company at any time during the two-year period before the termination of my employment with Company, to terminate or adversely modify any business relationship with Company or not to proceed with, or enter into, any business relationship with Company, nor will I otherwise interfere with any business relationship between Company and any such franchisee, joint venture, supplier, vendor or contractor; or

**5.8**perform, provide or attempt to perform or provide any Conflicting Services for a Customer or Potential Customer (except as prohibited by law).

For purposes of this Agreement: (a) a “***Customer or Potential Customer***” is any person or entity who or which used or inquired of Company’s services, or who licensed, marketed, promoted, distributed or otherwise commercialized any of Company’s product, technology or Intellectual Property Rights (or inquired about obtaining such rights), at any time during the two-year period preceding the termination of my employment with Company; and (b) “***Conflicting Services***” means any product, service, or process or the marketing, promotion, design, supply, distribution, manufacture, licensing, research or development thereof, of any person or organization other than Company that competes with a product, service, or process, including the marketing, promotion, design, supply, distribution, manufacture, licensing, research or development thereof, of Company.

**6.             Non-Compete Provision**.

**6.1**For the one year period after the date my employment ends for any reason, including voluntary termination by me or involuntary termination by Company (except as prohibited by law), I will not, directly or indirectly, as an officer, director, employee, consultant, owner, investor, shareholder, partner, or in any other capacity solicit, perform, or provide, or attempt to perform or provide Conflicting Services (defined above) anywhere in the Restricted Territory (defined below), nor will I assist another person to solicit, perform or provide or attempt to perform or provide Conflicting Services anywhere in the Restricted Territory.

**6.2**The parties agree that, for purposes of this Agreement, “***Restricted Territory***” means (a) all counties in New York; (b) all other states or districts of the United States of America; (c) all other states or districts of Denmark, and (d) ) any other countries from which Company (directly or through third parties, including licensees and marketing, supply, manufacturing, research, development, and distribution partners) provided or licensed goods or services, had customers or business partners, or otherwise conducted business, including research and development activities, at any time during the two-year period before the date of the termination of my relationship with Company.

**7.             Reasonableness of Restrictions**. I have read this entire Agreement and understand it. I acknowledge that (a) I have the right to consult with counsel before signing this Agreement, (b) I will derive significant value from Company’s agreement to provide me with Company Confidential Information to enable me to optimize the performance of my duties to Company, and (c) that my fulfillment of the obligations contained in this Agreement, including my obligation neither to disclose nor to use Company Confidential Information other than for Company’s exclusive benefit and my obligations not to compete and not to solicit are necessary to protect Company Confidential Information and, consequently, to preserve the value and goodwill of Company. I agree that (i) this Agreement does not prevent me from earning a living or pursuing my career, and (ii) the restrictions contained in this Agreement are reasonable, proper, and necessitated by Company’s legitimate business interests. I represent and agree that I am entering into this Agreement freely, with knowledge of its contents and the intent to be bound by its terms. If a court finds this Agreement, or any of its restrictions, are ambiguous, unenforceable, or invalid, Company and I agree that the court will read the Agreement as a whole and interpret such restriction(s) to be enforceable and valid to the maximum extent allowed by law. If the court declines to enforce this Agreement in the manner provided in this Section 7 and/or Section 13.2, Company and I agree that this Agreement will be automatically modified to provide Company with the maximum protection of its business interests allowed by law, and I agree to be bound by this Agreement as modified.

**8.             No Conflicting Agreement or Obligation**. I represent that my performance of all the terms of this Agreement and as an employee of Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust before my employment by Company. I have not entered into, and I agree I will not enter into, any written or oral agreement in conflict with this Agreement.

**9.             Return of Company Property**. When I cease to be employed by Company or upon Company’s earlier request, I will deliver to Company any and all materials, together with all copies thereof, containing or disclosing any Company Inventions, or Confidential Information. I will not copy, delete, or alter any information contained upon my Company computer or Company equipment before I return it to Company. In addition, if I have used any personal computer, server, or e-mail system to receive, store, review, prepare or transmit any Company information, including Confidential Information, I will provide Company with (a) a computer-useable copy of all such information and then permanently delete such information from those systems, and (b) access to my system as reasonably requested to verify that the necessary copying and/or deletion is completed. Any property situated on Company’s premises and owned by Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company’s personnel at any time during my employment, with or without notice. Before leaving my employment with Company, I will (i) provide Company any and all information needed to access any Company property or information returned or required to be returned pursuant to this paragraph, including any login, password, and account information, (ii) cooperate with Company in attending an exit interview, and (iii) complete and sign Company’s termination statement if required to do so by Company.

**10.           Legal and Equitable Remedies**.

**10.1**       It may be impossible to assess the damages caused by my violation of this Agreement or any of its terms. Accordingly, in addition to any remedies available under applicable law and/or as set forth in any equity agreements between me and Company (including option grant notices), any threatened or actual violation of this Agreement or any of its terms will constitute immediate and irreparable injury to Company, and Company will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that Company may have for a breach or threatened breach of this Agreement.

**10.2**If Company enforces this Agreement through a court order, the restrictions of Sections 5 and 6 will remain in effect for a period of twelve months from the effective date of the order enforcing the Agreement.

**11.           Notices**. Any notices required or permitted under this Agreement may be sent by certified or registered mail, courier, express mail, or email delivery. Notices will be given to Company at its headquarters location at the time notice is given, labeled “Attention Chief Financial Officer” (with a copy to Company’s senior internal legal counsel), and to me at my address as listed on Company payroll, or at such other address as Company or I may designate by written notice to the other. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, notice will be considered to have been given five business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt. If delivered by email, notice will be considered to have been given upon either receipt of: (i) an acknowledgment or receipt by the recipient of the email, or (ii) electronic confirmation that said email has been opened by the recipient.

**12.           Publication of This Agreement to Subsequent Employer or Business Associates of Employee**. If I am offered employment, or the opportunity to enter into any business venture as owner, partner, consultant or other capacity, while the restrictions in Sections 5 and 6 are in effect, I will inform my potential employer, partner, co-owner and/or others involved in managing the business I have an opportunity to be associated with, of my obligations under this Agreement and to provide such person or persons with a copy of this Agreement. I will inform Company of all employment and business ventures which I enter into while the restrictions described in Sections 5 and 6 are in effect and I authorize Company to provide copies of this Agreement to my employer, partner, co-owner and/or others involved in managing the business I have an opportunity to be associated with and to make such persons aware of my obligations under this Agreement.

**13.           General Provisions**.

**13.1       Governing Law; Consent to Personal Jurisdiction; Notice of Change to Work Location**. This Agreement will be governed by and construed according to the laws of the State of New York without regard to any conflict of laws principles that would require the application of the laws of a different jurisdiction. I expressly consent to the personal jurisdiction and venue of the state and federal courts located in New York and the state or district in which Company’s headquarters is located for any lawsuit filed there against me by Company arising from or related to this Agreement (although I understand Company will not file a lawsuit in the state or district in which Company’s headquarters is located if prohibited by applicable law). I will not change the state where I am primarily working for the Company without providing prior written notice to the Company of such change (other than in the case of any such change requested or required of me by the Company).

**13.2       Severability**. In case any one or more of the provisions, subsections, or sentences contained in this Agreement will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement. If moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

**13.3       Successors and Assigns**. This Agreement is for my benefit and the benefit of Company, its successors, assigns, parent corporations, subsidiaries, affiliates, and purchasers, and will be binding upon my heirs, executors, administrators and other legal representatives. Notwithstanding anything to the contrary herein, Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of Company’s relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise. For avoidance of doubt, Company’s successors and assigns are authorized to enforce Company’s rights under this Agreement.

**13.4       Survival**. This Agreement will survive the termination of my employment, regardless of the reason, and the assignment of this Agreement by Company to any successor in interest or other assignee.

**13.5       Employment At-Will**. I understand and agree that nothing in this Agreement will change my at-will employment status or confer any right with respect to continuation of employment by Company, nor will it interfere in any way with my right or Company’s right to terminate my employment at any time, with or without cause or advance notice, except as prohibited by law.

**13.6       Waiver**. No waiver by Company of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Company of any right under this Agreement will be construed as a waiver of any other right. Company will not be required to give notice to enforce strict adherence to all terms of this Agreement.

**13.7       Export**. I will not export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company or any products utilizing such data, in violation of the United States export laws or regulations.

**13.8       Counterparts**. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**13.9       Advice of Counsel**. **I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE RIGHT TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION OF THIS AGREEMENT.**

**13.10     Entire Agreement**. The obligations in Sections 1 and 2 (except Section 2.2 and Section 2.7 with respect to a consulting relationship) will apply to any time during which I was previously engaged, or am in the future engaged, by Company as a consultant, employee or other service provider if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement, together with any executed written offer letter between me and Company, is the final, complete and exclusive agreement between me and Company with respect to the subject matter of this Agreement and supersedes and merges all prior discussions between us, whether written or oral; ***provided****,****however***, if, before execution of this Agreement, Company and I were parties to any agreement regarding the subject matter hereof, that agreement will be superseded by this Agreement prospectively only, except that any restrictive covenant provisions of such agreement will not be superseded and will remain in effect and enforceable without limiting or affecting the provisions of this Agreement. No modification of or amendment to this Agreement will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

**13.11     Interpretation**. For purposes of this Agreement, whenever the context requires the singular number includes the plural, and vice versa; the masculine gender includes the feminine and neuter genders; the feminine gender includes the masculine and neuter genders; and the neuter gender includes the masculine and feminine genders; and any references to sections (unless otherwise specified otherwise) refer to sections of this Agreement. The parties to this Agreement agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words “include” and “including,” and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words “without limitation.”

**13.12     Protected Activity Not Prohibited**. I understand that nothing in this Agreement limits or prohibits me from filing a charge or complaint with, or otherwise communicating or cooperating with or participating in any investigation or proceeding that may be conducted by law enforcement or any federal, state or local government agency, entity, or commission that enforces anti-discrimination laws, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board **(“*Government Agencies*”**), including disclosing documents or other information as permitted by law, without giving notice to, or receiving authorization from, Company; otherwise discussing the terms and conditions of my employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act; or to the extent that such disclosure is protected under the applicable provisions of law or regulation, including but not limited to “whistleblower” statutes or other similar provisions that protect such disclosure, provided that (a) in each case such communications and disclosures are consistent with applicable law and (b) the information subject to such disclosure was not obtained by me through a communication that was subject to the attorney client privilege or otherwise constitutes attorney work product, unless such disclosure of that information would otherwise be permitted by an attorney pursuant to 17 C.F.R. 205.3(d)(2), applicable state attorney conduct rules, or otherwise. I also understand that nothing in this Agreement prohibits me from discussing or disclosing information that is expressly prohibited from being the subject of employee nondisclosure obligations under applicable law, such as information about possible or actual unlawful acts in the workplace, including harassment or any other conduct or violation of any U.S. federal, state or local law, regulation, or public policy, or from speaking with an attorney regarding the same. Notwithstanding, in making any such disclosures or communications, I agree to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company Confidential Information to any parties other than the Government Agencies. Any agreement in conflict with the foregoing is hereby deemed amended to be consistent with the foregoing Paragraph 13.12.

[*Signatures to follow on next page*]

This Agreement will be effective as of the date signed by the employee below.

EMPLOYER: EMPLOYEE:

/s/ Lorenzo Fatti /s/ Angela Botticelli

(Signature) (Signature)

Lorenzo Fatti ANGELA BOTTICELLI

(Printed Name) (Printed Name)

Founder, President, Interim Chief Executive Officer and Head of Business Development & Strategy

October 17, 2023

(Title) (Date Signed)

PRIOR INVENTIONS

1.            Prior Inventions Disclosure. Except as listed in Section 2 below, the following is a complete list of all Prior Inventions:

No Prior Inventions.

See below:

Additional sheets attached.

2.            Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to the Prior Inventions generally listed below, the intellectual property rights and duty of confidentiality with respect to which I owe to the following party(ies):

Excluded Invention Party(ies) Relationship

1.

2.

3.

Additional sheets attached.

**Non-CompA#20**

**Exhibit 10.18**

**THE WILLOWS HEALTH MSO, LLC**

**EMPLOYMENT AGREEMENT**

This EMPLOYMENT AGREEMENT (the “Agreement”), entered into as of May 27th, 2020, by and between The Willows Health MSO, LLC, a limited liability company organized under the laws of the State of Illinois (the “Company”) and Svetlana Obimova (the “Employee”) (collectively, the “Parties”).

**RECITALS**

1. The Company desires to employ the Employee and to assure itself of the services of the Employee for the Period of Employment (as defined below).

2. The Employee desires to be employed by the Company for the Period of Employment and upon the terms and conditions of this Agreement.

**AGREEMENT**

Accordingly, the Parties agree as follows:

1. **Employment at Will. Employee is an “at-will” employee, meaning that either the Company or the Employee can terminate employment at any time, with or without cause or advance notice**. The Company shall employ the Employee to render services to the Company in the position and with the duties and responsibilities described in Section 2 until employment is terminated.

2. **Position, Duties, Responsibilities**.

a. Position. The Employee shall render services to the Company, including serve as a Chief Growth Officer, and shall perform all services as may reasonably be assigned by the Company. The Employee’s principal place of employment shall be at any location decided by the board of directors of the Company (the “Board”). The Employee shall devote Employee’s best efforts and full time attention to the performance of Employee’s duties.

b. Other Activities. Except upon the prior written consent of the Board, the Employee shall not (i) accept any other employment, (ii) engage, invest or assist, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that is or may be in conflict with, or that might place the Employee in a conflicting position to that of the Company or (iii) act as the legal representative or an executive officer of another company (excluding any affiliates of the Company).

c. Advance Notice of Prospective Employment. Employee agrees that following the termination of Employee’s employment, prior to accepting employment with, or agreeing to perform services for, any entity that competes with the Company, Employee will notify the Company in writing of Employee’s intentions so as to provide the Company with the opportunity to assess whether Employee’s employment or retention may potentially violate any provisions of this Agreement.

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3. **Compensation and Paid Time Off**. In consideration of the services to be rendered under this Agreement, including the post-employment obligations set forth in Exhibit A, the Employee shall be entitled to the following:

a. Base Salary. The Company shall pay the Employee a “Base Salary” of US $286,111.05 per year, in accordance with the Company’s payroll practice, which currently provides for 26 bi-weekly installments.

b. Salary Adjustment. The Employee’s Base Salary will be reviewed from time to time in accordance with the established procedures of the Company for adjusting salaries for similarly situated employees and may be adjusted in the sole discretion of the Company.

c. Benefits. The Employee shall be eligible to participate in the benefits made generally available by the Company to similarly-situated employees, in accordance with the benefit plans established by the Company, and as may be amended from time to time in the Company’s sole discretion.

d. Bonus. The Employee shall be eligible to receive bonuses as determined by the Board in its sole discretion.

e. Paid Time Off. The Employee shall be entitled, in addition to applicable statutory public and Company designated holidays, to take paid time off and paid sick time in accordance with the Company’s Employee Handbook, as it may change from time to time.

f. Incentive Units. The Employee may be eligible to receive up to 2000 Incentive Units, subject to the terms of the The Willows Health LLC Equity Incentive Plan Unit Award and Contribution Agreement.

4. **Termination Obligations**.

The Employee agrees that on or before termination of employment, Employee will promptly return to the Company all documents and materials of any nature pertaining to Employee’s work with the Company, including all originals and copies of all or any part of any Proprietary Information or Inventions (as defined below) along with any and all equipment and other tangible and intangible property of the Company. The Employee agrees not to retain any documents or materials or copies thereof containing any Proprietary Information or Inventions.

The Employee further agrees that: (i) all representations, warranties, and obligations under Sections 4, 5, 7, 8, 10.1, 10.2 and 10.3 contained in this Agreement shall survive the termination of Employee’s employment; (ii) the Employee’s representations, warranties and obligations under Sections 4, 5, 7, 8, 10.1, 10.2 and 10.3 shall also survive the expiration of this Agreement; and (iii) following any termination of employment, the Employee shall fully cooperate with the Company in all matters relating to Employee’s continuing obligations under this Agreement, including but not limited to the winding up of pending work on behalf of the Company, the orderly transfer of work to the other employees of the Company, and the defense of any action brought by any third party against the Company that relates in any way to the Employee’s acts or omissions while employed by the Company.

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5. **Confidential Information, Non-Competition and Non-Solicitation**.

The Employee agrees that, concurrently with the execution of this Agreement, the Employee shall enter into a Confidentiality, Non-Competition and Non-Solicitation Agreement with the Company in the form of Exhibit A hereto.

6. **Former Employer Information**.

The Employee agrees that Employee will not, during Employee’s employment with the Company, improperly use or disclose any proprietary information or trade secrets, or bring onto the premises of the Company any unpublished document or proprietary information belonging to any former or concurrent employer or other person or entity.

7. **Third Party Information**.

The Employee recognizes that the Company has received and in the future will receive confidential or proprietary information from third parties. The Employee agrees to hold all such confidential or proprietary information in the strictest confidence and trust, and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out Employee’s work for the Company consistent with the Company’s agreement with such third party.

8. **No Conflict**.

The Employee represents and warrants that the Employee’s execution of this Agreement, Employee’s employment with the Company, and the performance of Employee’s proposed duties under this Agreement shall not violate any obligations Employee may have to any former employer or other party, including any obligations with respect to proprietary or confidential information or intellectual property rights of such party.

9. **Alternative Dispute Resolution**.

Employee and Employer acknowledge and agree that the Alternative Dispute Resolution described in this paragraph is a mutual condition of their employment relationship, and that both Parties had the opportunity to negotiate over the terms of this paragraph and knowingly and voluntarily agree to its terms.

In consideration for Employee’s employment by Employer and continued employment, Employee’s receipt of compensation and other benefits from Employer, and the Employer’s agreement herein to arbitrate, Employee agrees to participate in, and be bound by, the procedures set forth in this Agreement. In consideration for the services provided to Employer by Employee, and Employee’s agreement herein to arbitrate, Employer agrees to participate in, and be bound by, the procedures set forth in this Agreement. The Parties acknowledge and agree that their mutual forbearance of the right to proceed in court alone acts as sufficient consideration to support all of their obligations under this Alternative Dispute Resolution provision.

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The Company and Employee mutually agree that, excluding the Employee’s post-employment obligations as set forth in Exhibit A, any controversy or claim arising out of or relating to this Agreement or the breach thereof, or any other dispute between the parties, shall be submitted to mediation before a mutually agreeable mediator, which cost is to be borne equally by the parties hereto, except this cost may be waived by the Employer where such fees are discouraged or prohibited by applicable law. In the event the Parties fail to agree on a mediator, or mediation is unsuccessful in resolving the claim or controversy within one (1) month after the commencement of mediation, such claim or controversy shall be resolved by arbitration in Illinois under the auspices of the American Arbitration Association. The costs of arbitration, including the fees and expenses of the arbitration, shall be shared equally by the parties unless otherwise required by law or directed by the arbitrator in arbitrator’s award.

Notwithstanding any other provision in this Agreement, this Alternative Dispute Resolution provision does not apply to: (a) any claim by Employee for medical and disability benefits under the Workers’ Compensation Act or unemployment compensation benefits under the Unemployment Insurance Act; (b) any Charge of Discrimination filed by Employee against the Company with the U.S. Equal Employment Opportunity Commission, the Illinois Department of Human Rights, the Chicago Commission on Human Relations, or charges filed with the National Labor Relations Board under the National Labor Relations Act; or (c) any claim by the Company for injunctive or equitable relief, including without limitation claims related to unauthorized disclosure of confidential information, trade secrets, intellectual property, unfair competition, breach of the non-solicitation covenant, or breach of the non-competition covenant. Additionally, nothing in this Alternative Dispute Resolution provision is intended to or shall prohibit, prevent, or otherwise restrict Employee or Employer from: (a) reporting any good faith allegation of unlawful employment practices to any appropriate federal, State, or local government agency; (b) reporting any good faith allegation of criminal conduct to any appropriate federal, State, or local official; (c) participating in a proceeding with any appropriate federal, State, or local government agency enforcing discrimination laws; (d) making any truthful statements or disclosures required by law, regulation, or legal process; and (e) requesting or receive confidential legal advice.

10. **Miscellaneous**.

10.1. Continuing Obligations. The obligations in this Agreement will continue in the event that the Employee is hired, renders services to or for the benefit of or is otherwise retained at any time by any present or future Affiliates of the Company. Any reference to the Company in this Agreement will include such Affiliates. Upon the expiration or termination for any reason whatsoever of this Agreement, the Employee shall forthwith resign from any employment of office with an Affiliate of the Company unless the Board requests otherwise.

10.2. Notification. The Employee hereby authorizes the Company to notify Employee’s actual or future employers of the terms of this Agreement and Employee’s responsibilities hereunder.

10.3. Name and Likeness Rights. The Employee hereby authorizes the Company to use, reuse, and to grant others the right to use and reuse, Employee’s name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any media now known or hereafter developed (including but not limited to film, video and digital or other electronic media), both during and after Employee’s employment, for whatever purposes the Company deems necessary.

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10.4. Injunctive Relief. The Employee understands that in the event of a breach or threatened breach of this Agreement by Employee, the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

10.5. Legal Fees. In any dispute arising under or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees, unless otherwise prohibited by law.

10.6. Entire Agreement. This Agreement, including the exhibits attached hereto, is intended to be the final, complete, and exclusive statement regarding their subject matter, except for other agreements specifically referenced herein (including the Confidentiality, Non-Competition and Non-Solicitation Agreement to be executed concurrently with this Agreement). Unless otherwise specifically provided for herein, this Agreement supersedes all other prior and contemporaneous agreements and statements pertaining to this subject matter, and may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the Company, now or in the future, apply to the Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

10.7. Amendments, Renewals and Waivers. This Agreement may not be modified, amended, renewed or terminated except by an instrument in writing, signed by the Employee and by a duly authorized representative of the Company other than the Employee. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

10.8. Assignment; Successors and Assigns. The Employee agrees that Employee will not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement, nor shall the Employee’s rights be subject to encumbrance or the claims of creditors. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of the Company with, or its merger into, any other corporation, or the sale by the Company of all or substantially all of its properties or assets, or the assignment by the Company of this Agreement and the performance of its obligations hereunder to any successor in interest. In the event of a change in ownership or control of the Company, the terms of this Agreement will remain in effect and shall be binding upon any successor in interest. Notwithstanding and subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

10.9. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or mailed if delivered personally or by nationally recognized courier or mailed by registered mail (postage prepaid, return receipt requested) or by telecopy to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt):

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To: The Willows Health MSO, LLC

Contact Address: XXXX, Chicago IL 60603

Attention: ABC

E-mail Address:

To: Svetlana Obimova

10.10. Waiver of Immunity. To the extent that any Party (including its assignees of any such rights or obligations hereunder) may be entitled, in any jurisdiction, to claim for itself or its revenues or assets or properties, immunity from service of process, suit, the jurisdiction of any court, an interlocutory order or injunction or the enforcement of the same against its property in such court, attachment prior to judgment, attachment in aid of execution of an arbitral award or judgment (interlocutory or final) or any other legal process, and to the extent that, in any such jurisdiction there may be attributed such immunity (whether claimed or not), such Party hereby irrevocably waives such immunity.

10.11. Severability; Enforcement. If any provision of this Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced (by blue penciling or otherwise) to the maximum extent permissible under applicable law, and the remainder of this Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

10.12. Governing Law. This Agreement shall in all respects be construed and enforced in accordance with and governed by the laws of Illinois, federal law, the Federal Arbitration Act or the Illinois Uniform Arbitration Act, whichever applies based on the claim(s) asserted.

10.13. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. Sections and section headings contained in this Agreement are for reference purposes only, and shall not affect in any manner the meaning or interpretation of this Agreement. Whenever the context requires, references to the singular shall include the plural and the plural the singular. References to one gender include both genders.

10.14. Obligations Survive Termination of Employment. The Employee agrees that any and all of the Employee’s obligations under this Agreement capable of execution after the termination of the Employee’s employment, including but not limited to those contained in exhibits attached hereto, shall survive the termination of employment and the termination of this Agreement.

10.15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement, but all of which together shall constitute one and the same instrument.

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EMPLOYEE ACKNOWLEDGEMENT. The Employee acknowledges (i) that Employee has consulted with or has had the opportunity to consult with independent counsel of Employee’s own choice concerning this Agreement and has been advised to do so by the Company, and (ii) that Employee has read and understands the Agreement, is fully aware of its legal effect, and has entered into it freely based on his own judgment. The Employee hereby agrees that Employee’s obligations set forth in Sections 5 and 6 hereof and the definitions of Proprietary Information and Inventions contained therein shall be equally applicable to Proprietary Information and Inventions relating to any work performed by the Employee for the Company prior to the execution of this Agreement.

The parties have duly executed this Agreement as of the date first written above.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| EMPLOYEE: | | |
|  | | |
| /s/ Svetlana Obimova | | |
| Name: |  | Svetlana Obimova |
|  | | |
| COMPANY: | | |
|  | | |
| THE WILLOWS HEALTH MSO, LLC | | |
|  |  | |
| By: |  | /s/ Carolyne Voytek |
|  |  | Name: Carolyne Voytek |
|  |  | Title: Chief Human Resource Officer |

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**Non-CompA#21**

**Exhibit 10.1**

**EMPLOYMENT, NONDISCLOSURE AND NON-COMPETE AGREEMENT**

**THIS EMPLOYMENT, NONDISCLOSURE AND NON-COMPETE AGREEMENT** (“Agreement”) is made and entered into as of this 26th day of June, 2014, by and between **HABIBI ELECTRONICS, LTD.**, a Delaware corporation with its principal place of business located at XXXX Chicago (the “Employer”), and**Faridha Marwah**, an individual whose current residence address is Peioria, IL 60140 (“Employee”).

**RECITALS**

**WHEREAS**, the Employer desires to employ Employee as its Executive Vice President, EDG, upon the terms and conditions stated herein; and

**WHEREAS**, Employee desires to be so employed by the Employer at the salary and benefits provided for herein; and

**WHEREAS**, Employee acknowledges and understands that during the course of his employment, Employee has and will become familiar with certain confidential information of the Employer which provides Employer with a competitive advantage in the marketplace in which it competes, is exceptionally valuable to the Employer, and is vital to the success of the Employer’s business; and

**WHEREAS**, the Employer and Employee desire to protect such confidential information from disclosure to third parties or its use to the detriment of the Employer; and

**WHEREAS**, the Employee acknowledges that the likelihood of disclosure of such confidential information would be substantially reduced, and that legitimate business interests of the Employer would be protected, if Employee refrains from competing with the Employer and from soliciting its customers and employees during and following the term of the Agreement, and Employee is willing to covenant that he will refrain from such actions.

**NOW THEREFORE**, in consideration of the promises and of the mutual covenants and agreements hereinafter set forth, the parties hereto acknowledge and agree as follows:

**ARTICLE ONE**

**NATURE AND TERM OF EMPLOYMENT**

1.01    Employment. The Employer hereby agrees to employ Employee and Employee hereby accepts employment as the Employer’s Executive Vice President, EDG.

1.02    Term of Employment. Employee’s employment pursuant to this Agreement shall commence on June 26, or such other date as may be agreed upon by Employee and the Employer (the “Effective Date”) and, subject to the other provisions of this Agreement, shall continue for a period of five years thereafter (the “Employment Term”). The Employment Term shall be extended automatically for successive one-year periods unless written notice of nonrenewal is provided to the Employee or the Employer within 60 days prior to the expiration of the Employment Term.

1.03    Duties. Employee shall perform such managerial duties and responsibilities as may be assigned by Employer’s Chief Executive Officer or such other person as the Employer may designate from time to time. Employee will adhere to the policies and procedures of the Employer, including, without limitation, its Code of Conduct, and will follow the supervision and direction of the Chief Executive Officer, or such other person as the Employer may designate from time to time, in the performance of such duties and responsibilities. Notwithstanding the foregoing, for the first 12 months of the Employment Term, the Employee’s duties and responsibilities shall be limited to the Employer’s Electron Device Group including its existing product lines as of 4/1/14, and the Employee shall not provide any services in the RF and power conversion line of business. Employee agrees to devote his full working time, attention and energies to the diligent and satisfactory performance of his duties hereunder, and to developing and improving the business and best interests of the Company. Employee will use all reasonable efforts to promote and protect the good name of the Company and will comply with all of his obligations, undertakings, promises, covenants and agreements as set forth in this Agreement. Employee will not, during the Employment Term or during any period during which Employee is receiving payments pursuant to Article 2 and/or Section 5.04, engage in any activity which would have, or reasonably be expected to have, an adverse affect on the Employer’s reputation, goodwill or business relationships or which would result, or reasonably be expected to result, in economic harm to the Employer.

**ARTICLE TWO**

**COMPENSATION AND BENEFITS**

For all services to be rendered by Employee in any capacity hereunder (including as an officer, director, committee member or otherwise of the Employer or any parent or subsidiary thereof or any division of any thereof) on behalf of the Employer, the Employer agrees to pay Employee so long as he is employed hereunder, and the Employee agrees to accept, the compensation set forth below.

2.01    Base Salary. During the term of Employee’s employment hereunder, the Employer shall pay to Employee an annual base salary (“Base Salary”) at the rate of three hundred nine thousand dollars ($309,000), payable in installments as are customary under the Employer’s payroll practices from time to time. The Employer at its sole discretion may, but is not required to, review and adjust the Employee’s Base Salary from year to year; provided, however, that, except as may be agreed in writing by Employee, Employer may not decrease Employee’s Base Salary. No additional compensation shall be payable to Employee by reason of the number of hours worked or by reason of hours worked on Saturdays, Sundays, holidays or otherwise.

2.02    Incentive Plan. During the term of the Employee’s employment hereunder, the Employee shall be a participant in the Corporate Incentive Plan, as modified from time to time (the “Annual Incentive Plan”) and will be eligible for a bonus (“Bonus”) pursuant thereto. The Employee’s “target bonus percentage” for purposes of the Annual Incentive Plan shall be fifty percent (50%). Such Bonus shall be determined and paid strictly in accordance with the Annual Incentive Plan as modified or reduced by Employer at its discretion, and for any partial fiscal year the Bonus shall be computed and paid only for the portion of the fiscal year Employee is employed hereunder.

2.03    Auto Allowance and Vacation. During the term of the Employee’s employment hereunder, the Employee shall be paid an auto allowance of $1,000 per month. Employee shall be entitled to vacation in accordance with Employer’s vacation policy in effect from time to time; provided, that notwithstanding, anything to the contrary in such policy, Employee shall be eligible for three (3) weeks vacation in calendar year 2014 and four (4) weeks vacation per year thereafter.

2.04        Options.  Employee will be granted a Stock Option under Employer’s Incentive Compensation Plan for 25,000 shares with an exercise price equal to the closing price of the Employer’s Common Stock, as reported by NASDAQ, on the date on which the Compensation Committee has approved the Award, and that will vest in five equal annual installments over five years. After Employee’s first year of service, on an annual basis Employer’s Chief Executive Officer will recommend to the Board of Directors of the Employer that Employee be granted a Stock Option under Employer’s Incentive Compensation Plan, subject to the terms and conditions of the Incentive Compensation Plan.

2.05    Other Benefits. Employer will provide Employee such benefits (other than bonus, auto allowance, severance, vacation and cash incentive compensation benefits) as are generally provided by the Employer to its other employees, including but not limited to, health/major medical insurance, dental insurance, disability insurance, life insurance, sick days and other employee benefits (collectively “Other Benefits”), all in accordance with the terms and conditions of the applicable Other Benefits Plans as in effect from time to time. Nothing in this Agreement shall require the Employer to maintain any benefit plan, nor prohibit the Employer from modifying any such plan as it sees fit from time to time. It is only intended that Employee shall be entitled to participate in any such plan offered for which he may qualify under the terms of any such plan as it may from time to time exist, in accordance with the terms thereof.

2.06    Disability. Any compensation Employee receives under any disability benefit plan provided by Employer during any period of disability, injury or illness shall be in lieu of the compensation which Employee would otherwise receive under Article Two during such period of disability, injury or sickness.

2.07    Withholding. All salary, bonus and other payments described in this Agreement shall be subject to withholding for federal, state or local taxes, amounts withheld under applicable benefit policies or programs, and any other amounts that may be required to be withheld by law, judicial order or otherwise.

**ARTICLE THREE**

**CONFIDENTIAL INFORMATION**

**RECORDS AND REPUTATION**

3.01    Definition of Confidential Information. For purposes of this Agreement, the term “Confidential Information” shall mean all of the following materials and information (whether or not reduced to writing and whether or not patentable) to which Employee receives or has received access or develops or has developed in whole or in part as a direct or indirect result of his employment with Employer or through the use of any of Employer’s facilities or resources:

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| (1) | Marketing techniques, practices, methods, plans, systems, processes, purchasing information, price lists, pricing policies, quoting procedures, financial information, customer names, contacts and requirements, customer information and data, product information, supplier names, contacts and capabilities, supplier information and data, and other materials or information relating to the manner in which Employer, its customers and/or suppliers do business; |

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| (2) | Discoveries, concepts and ideas, whether patentable or not, or copyrightable or not, including without limitation the nature and results of research and development activities, processes, formulas, techniques, “know-how,” designs, drawings and specifications; |

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| (3) | Any other materials or information related to the business or activities of Employer which are not generally known to others engaged in similar businesses or activities or which could not be gathered or obtained without significant expenditure of time, effort and money; and |

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| (4) | All inventions and ideas that are derived from or relate to Employee’s access to or knowledge of any of the above enumerated materials and information. |

The Confidential Information shall not include any materials or information of the types specified above to the extent that such materials or information are publicly known or generally utilized by others engaged in the same business or activities in the course of which Employer utilized, developed or otherwise acquired such information or materials and which Employee has gathered or obtained (other than on behalf of the Employer) after termination of his employment with the Employer from such other public sources by his own expenditure of significant time, effort and money after termination of his employment with the Employer. Failure to mark any of the Confidential Information as confidential shall not affect its status as part of the Confidential Information under the terms of this Agreement.

3.02    Ownership of Confidential Information. Employee agrees that the Confidential Information is and shall at all times remain the sole and exclusive property of Employer. Employee agrees immediately to disclose to Employer all Confidential Information developed in whole or part by him during the term of his employment with Employer and to assign to Employer any right, title or interest he may have in such Confidential Information.

Without limiting the generality of the foregoing, every invention, improvement, product, process, apparatus, or design which Employee may take, make, devise or conceive, individually or jointly with others, during the period of his employment by the Employer, whether during business hours or otherwise, which relates in any manner to the business of the Employer either now or at any time during the period of his employment), or which may be related to the Employer in connection with its business (hereinafter collectively referred to as “Invention”) shall belong to and be the exclusive property of the Employer and Employee will make full and prompt disclosure to the Employer of every Invention. Employee will assign to the Employer, or its nominee, every Invention and Employee will execute all assignments and other instruments or documents and do all other things necessary and proper to confirm the Employer’s right and title in and to every Invention; and Employee will perform all proper acts within his power necessary or desired by the Employer to obtain letters patent in the name of the Employer (at the Employer’s expense) for every Invention in whatever countries the Employer may desire, without payment by the Employer to Employee of any royalty, license fee, price or additional compensation.

3.03.    Non Disclosure of Confidential Information. Except as required in the faithful performance of Employee’s duties hereunder (or as required by law), during the term of his employment with Employer and for a period after the termination of such employment until the Confidential Information no longer meets the definition set forth above of Confidential Information with respect to Employee, Employee agrees not to directly or indirectly reveal, report, publish, disseminate, disclose or transfer any of the Confidential Information to any person or entity, or utilize for himself or any other person or entity any of the Confidential Information for any purpose (including, without limitation, in the solicitation of existing Employer customers or suppliers), except in the course of performing duties assigned to him by Employer. Employee further agrees to use his best endeavors to prevent

the use for himself or others, or dissemination, publication, revealing, reporting or disclosure of, any Confidential Information.

3.04    Protection of Reputation. Employee agrees that he will at no time, either during his employment with the Employer or at any time after termination of such employment, engage in conduct which injures, harms, corrupts, demeans, defames, disparages, libels, slanders, destroys or diminishes in any way the reputation or goodwill of the Employer, its subsidiaries, or their respective shareholders, directors, officers, employees, or agents, or the services provided by the Employer or the products sold by the Employer, or its other properties or assets, including, without limitation, its computer systems hardware and software and its data or the integrity and accuracy thereof.

3.05    Records and Use of Employer Facilities. All notes, data, reference materials, memoranda and records, including, without limitation, data on the Employer’s computer system, computer reports, products, customers and suppliers lists and copies of invoices, in any way relating to any of the Confidential Information or Employer’s business (in whatever form existing, including, without limit, electronic) shall belong exclusively to Employer, and Employee agrees to maintain them in a manner so as to secure their confidentiality and to turn over to Employer all copies of such materials (in whole or in part) in his possession or control at the request of Employer or, in the absence of such a request, upon the termination of Employee’s employment with Employer. Upon termination of Employee’s employment with Employer, Employee shall immediately refrain from seeking access to Employer’s (a) telephonic voice mail, E-mail or message systems, (b) computer system and (c) computer data bases and software. The foregoing shall not prohibit Employee from using Employer’s public Internet (not intranet) site.

3.06.    Representations. Employee represents and warrants that his employment by Employer as described herein will not violate or conflict with and will not be constrained by any prior employment or consulting agreement or relationship. Employee represents and warrants that he is not under any restriction, and there are no other restrictions applicable to him or anyone else, that would prevent or make unlawful Employee being employed by Employer or performing his obligations hereunder to Employer. Employee further represents that he is not bound by the terms of any employment or severance agreement or any restrictive covenant other than the restrictive covenants described in Section 3.07 herein, with which he agrees to comply with as set forth in Section 3.07 herein. Employee has disclosed to Employer any restrictions that Employee has with any employer, service recipient, in either case whether current or former, or business.

3.07.    Confidential Information and Obligations to Former Employers. Employer respects the restrictive covenant obligations that Employee has with respect to his former employer, including regarding confidential and proprietary information, and Employee recognizes the importance of honoring these obligations. Employee understands and agrees to honor his obligation not to disclose any confidential or proprietary information belonging to any of Employee’s former employer, and not to use, disclose, communicate or make available, in whole or in part, to any entity or person, such information in performing his duties with Employer. Employee has taken all appropriate actions to return any property to Employee’s former employer, and Employee has not transferred any information of his former employer to Employee’s personal accounts or any account or form that could be used other than for the benefit of the former employer. Employer and Employee agree that Employee’s employment under this Agreement does not require and will not involve the use of any confidential information of Employee’s former employer. In addition, Employer and Employee agree that during the first 12 months of the Employment Term, Employee’s duties hereunder will be limited to Employer’s lines of business that are not competitive with any business activity of Employee’s former employer in which Employee was involved while in the employ of such former employer. Employee agrees to take any and all measures necessary to ensure that (i) confidential information of his prior employers will not be used by Employee in the performance of Employee’s duties pursuant to this Agreement, (ii) during the first 12 months of the Employment Term, Employee does not assist with, provide services or advice to or otherwise have involvement with any line of business of Employer that is competitive with any business activity of Employee’s former employer in which Employee was involved while in the employ of such former employer, (iii) during the first 12 months of the Employment Term, Employee does not solicit, or in any way cause, aid or assist Employer to solicit, any employee of Employee’s former employer or directly or indirectly cause any such employee to sever his or her relationship with such former employer, and (iv) during the first 12 months of the Employment Term, Employee does not cause or attempt to cause, or in any way cause, aid or assist Employer to cause, any client, customer or supplier of his former employer to terminate or reduce its business with such employer.

**ARTICLE FOUR**

**NON-COMPETE AND NON-SOLICITATION COVENANTS**

4.01    Non-Competition and Non-Solicitation. Employee acknowledges that it may be very difficult for him to avoid using or disclosing the Confidential Information in violation of Article Three above in the event that he is employed by any person or entity other than the Employer in a capacity similar or related to the capacity in which he is employed by the Employer. Accordingly, Employee agrees that he will not, during the term of employment with Employer and, if Employee voluntarily terminates his employment hereunder without Good Reason (as hereinafter defined), or if Employer terminates his employment for Cause, for a period of twelve (12) months after the termination of such employment, irrespective of the time, manner or cause of such termination, directly or indirectly (whether or not for compensation or profit):

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| (1) | Engage in any business or enterprise the nature of any part of which is competitive with any part of that of the Employer (a “Prohibited Business”); or |

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| (2) | Participate as an officer, director, creditor, promoter, proprietor, associate, agent, employee, partner, consultant, sales representative or otherwise, or promote or assist, financially or otherwise, or directly or indirectly own any interest in any person or entity involved in any Prohibited Business; or |

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| (3) | Canvas, call upon, solicit, entice, persuade, induce, respond to, or otherwise deal with, directly or indirectly, any individual or entity which, during Employee’s term of employment with the Employer, was or is a customer or supplier, or proposed customer or supplier, of the Employer whom Employee called upon or dealt with, or whose account Employee supervised, for any of the following purposes: |

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| (a) | to purchase (with respect to customers) or to sell (with respect to suppliers) products of the types or kinds sold by the Employer or which could be substituted for (including, but not limited to, rebuilt products), or which serve the same purpose or function as, products sold by the Employer (all of which products are herein sometimes referred to, jointly and severally, as “Prohibited Products”), or |

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| (b) | to request or advise any such customer or supplier to withdraw, curtail or cancel its business with the Employer; or |

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| (4) | For himself or for or through any other individual or entity call upon, solicit, entice, persuade, induce or offer any individual who, during Employee’s term of employment with the Employer, was an employee or sales representative or distributor of the Employer, employment by, or representation as sales agent or distributor for, any one other than the Employer, or request or advise any such employee or sales agent or distributor to cease employment with or representation of the Employer, and Employee shall not approach, respond to, or otherwise deal with any such employee or sales representative or distributor of Employer for any such purpose, or authorize or knowingly cooperate with the taking of any such actions by any other individual or entity. |

4.02    Obligation Independent. The obligations of each subparagraph and provision of Section 4.01 shall be independent of any obligation under any other subparagraph or provision hereof or thereof.

4.03    Public Stock. Nothing in Section 4.01, however, shall prohibit Employee from owning (directly or indirectly through a parent, spouse, child or other relative or person living in the same household with Employee or any of the foregoing), as a passive investment, up to 1% of the issued and outstanding shares of any class of stock of any publicly traded company.

4.04    Business Limitation. If, at the termination of Employee’s employment and for the entire period of twelve (12) months prior thereto his duties and responsibilities are limited by the Employer so that he is specifically assigned to, or responsible for, one or more divisions, subsidiaries or business units of the Employer, then subparagraphs (1) through (3) of Section 4.01 shall apply only to any business which competes with the business of such divisions, subsidiaries or business units.

4.05    Area Limitation. If at the termination of Employee’s employment and for the entire period of twelve (12) months prior thereto he or she has responsibility for only a designated geographic area, then subparagraphs (1) through (3) of Section 4.01 shall apply only within such area.

**ARTICLE FIVE**

**TERMINATION**

5.01    Termination by Employer for Cause. The Employer shall have the right to terminate Employee’s employment at any time for “cause.” Prior to such termination, the Employer shall provide Employee with written notification of any and all allegations constituting “cause” and the Employee shall be given five (5) working days after receipt of such written notification to respond to those allegations in writing. Upon receipt of the Employee’s response, the Employer shall meet with the Employee to discuss the allegations.

For purposes hereof, “cause” shall mean (i) an act or acts of personal dishonesty taken by the Employee and intended to result in personal enrichment of the Employee, (ii) material violations by the Employee of the Employee’s obligations or duties under, or any terms of, this Agreement, which are not remedied in a reasonable period (not to exceed ten (10) days) after receipt of written notice thereof from the Employer, (iii) any violation by the Employee of any of the provisions of Articles Three or Four, or (iv) Employee being charged, indicted or convicted (by trial, guilty or no contest plea or otherwise) of (a) a felony, (b) any other crime involving moral turpitude, or (c) any violation of law which would impair the ability of the Employer or any affiliate to obtain any license or authority to do any business deemed necessary or desirable for the conduct of its actual or proposed business.

5.02    Termination by Employer Because of Employee’s Disability, Injury or Illness. The Employer shall have the right to terminate Employee’s employment if Employee is unable to perform the duties assigned to him by the Employer because of Employee’s disability, injury or illness, provided however, such inability must have existed for a total of one hundred eighty (180) consecutive days before such termination can be made effective. Any compensation Employee receives under any disability benefit plan provided by Employer during any period of disability, injury or illness shall be in lieu of the compensation which Employee would otherwise receive under Article Two during such period of disability, injury or sickness.

5.03    Termination as a Result of Employee’s Death. The obligations of the Employer to Employee pursuant to this Agreement shall automatically terminate upon Employee’s death.

5.04    Termination by Employer for any Other Reason. The Employer shall have the right to terminate Employee’s employment at any time for any reason upon written notice to Employee.

5.05    Termination by Employee. Subject to the provisions of Articles Three and Four above, Employee may terminate his employment by the Employer at any time by sixty (60) days prior written notice to Employer. In such event Employer may elect to terminate the employment at any time after receipt of the notice; provided however, for compensation purposes, the date of termination shall be the last day of the notice period.

5.06    Compensation on Termination. If Employee’s employment is terminated under Sections 5.01, 5.02, 5.03, 5.04 or 5.05 above, the Employer’s obligation to pay Employee’s Base Salary, Auto Allowance and Bonus pursuant to the Annual Incentive Plan shall cease on the date on which the termination of employment occurs and shall be prorated and accrued to the date of termination, except as expressly provided for below with respect to Sections 5.04. Employer’s obligations and Employee’s rights with respect to Stock Awards, Options and Other Benefits shall be governed by the provisions of the plans under which they are granted.

If Employee’s employment is terminated under Section 5.04, the Employer shall be obligated to pay to Employee an amount equal to twelve (12) months of his then current Base Salary, which amount shall be paid by Employer in substantially equal installments over the period of twelve (12) months after the date on which Employee’s employment is so terminated on the dates Employer would normally pay its employees In addition, provided that (a) Employee has elected COBRA continuation coverage and (b) Employee pays for Employee’s portion of Employee’s medical and dental premiums, then the Employer shall continue to pay the Employer’s portion of Employee’s medical and dental premiums during such COBRA continuation coverage until the earlier of (i) twelve months after the date on which Employee’s employment is terminated or (ii) the date that Employee becomes eligible to receive medical insurance benefits from a new employer; provided that, if such continued coverage would result in excise tax or other penalties imposed on Employer, Employee shall pay the entire amount of such COBRA continuation coverage and Employer shall pay Employee a dollar amount equal to the amount Employer would otherwise have contributed to such coverage. Notwithstanding the foregoing, the payments and benefits described in this paragraph shall be subject to Employee’s execution and delivery of a customary release of claims against Employer and its affiliates by no later than the 45th day following his termination of employment and his not revoking such release, and none of the cash payments described in the first sentence of this paragraph shall be paid until such release has been delivered and a seven day revocation period has elapsed. Any amounts that would have been paid prior to the execution, delivery and lapse of the revocation period of such release but for the preceding sentence shall be paid on the first payroll period following the 60th

day after Employee’s termination of employment.

However, if the Employee is a “Specified Employee”, as defined in Internal Revenue Code Section 409A and the regulations promulgated thereunder, on the date of his termination of employment, such amounts otherwise payable within the first six (6) calendar months following the Employee’s termination of employment, shall be delayed, to the extent necessary for the Employee to avoid the adverse tax consequences imposed under Code Section 409A. On the first business day of the seventh calendar month immediately following the Employee’s termination of employment, payment of the aggregate amount of the delayed cash payment shall be paid in a lump sum. The remaining installment payments shall be made on the same dates as the Employer makes regular payroll payments under its customary practice. Employer’s obligations and Employee’s rights with respect to Stock Awards, Options and Other Benefits shall be governed by the provisions of the plans under which they are granted and paid or provided to the date on which Employee’s employment is so terminated. During the time Employer makes such payments, Employee shall provide such assistance and time as may reasonably be required by Employer to effect a smooth transition to the employee(s) assuming Employee’s duties and responsibilities.

**ARTICLE SIX**

**REMEDIES**

6.01    Employee acknowledges that the restrictions contained in this Agreement will not prevent him from obtaining such other gainful employment he may desire to obtain or cause him any undue hardship and are reasonable and necessary in order to protect the legitimate interests of employer and that violation thereof would result in irreparable injury to Employer. Employee therefor acknowledges and agrees that in the event of a breach or threatened breach by Employee of the provisions of Article Three or Article Four or Section 1.03, Employer shall be entitled to an injunction restraining Employee from such breach or threatened breach and Employee shall lose all rights to receive any payments under Section 5.04. Nothing herein shall be construed as prohibiting or limiting Employer from pursuing any other remedies available to Employer for such breach or threatened breach; the rights hereinabove mentioned being in addition to and not in substitution of such other rights and remedies. The period of restriction specified in Article Four shall abate during the time of any violation thereof, and the portion of such period remaining at the commencement of the violation shall begin to run until the violation is cured.

6.02    Survival. The provisions of this Article Six and of Articles Three and Four shall survive the termination or expiration of this Agreement.

**ARTICLE SEVEN**

**MISCELLANEOUS**

7.01    Assignment. Employee and Employer acknowledge and agree that the covenants, terms and provisions contained in this Agreement constitute a personal employment contract and the rights and obligations of the parties thereunder cannot be transferred, sold, assigned, pledged or hypothecated, excepting that the rights and obligations of the Employer under this Agreement may be assigned or transferred pursuant to a sale of the business, merger, consolidation, share exchange, sale of substantially all of the Employer’s assets or of the business unit or division for which Employee is performing services, or other reorganization described in Section 368 of the Code, or through liquidation, dissolution or otherwise, whether or not the Employer is the continuing entity, provided that the assignee, or transferee is the successor to all or substantially all of the assets of the Employer or of the business unit or division for which Employee is performing services and such assignee or transferee assumes the rights and duties of the Employer, if any, as contained in this Agreement, either contractually or as a matter of law.

7.02    Severability. Should any of Employee’s obligations under this Agreement or the application of the terms or provisions of this Agreement to any person or circumstances, to any extent, be found illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain enforceable in accordance with their terms, or the application of such terms or provisions to persons or circumstances other than those to which it is held illegal, invalid or unenforceable. Despite the preceding sentence, should any of Employee’s obligations under this Agreement be found illegal, invalid or unenforceable because it is too broad with respect to duration, geographical or other scope, or subject matter, such obligation shall be deemed and construed to be reduced to the maximum duration, geographical or other scope, and subject matter allowable under applicable law.

The covenants of Employee in Articles Three and Four and each subparagraph of Section 4.01 are of the essence of this Agreement; they shall be construed as independent of any other provision of this Agreement; and the existence of any claim or cause of action of Employee against the Employer, whether predicated on the Agreement or otherwise shall not constitute a defense to enforcement by the Employer of any of these covenants. The covenants of Employee shall be applicable irrespective of whether termination

of employment hereunder shall be by the Employer or by Employee, whether voluntary or involuntary, or whether for cause or without cause.

7.03    Notices. Any notice, request or other communication required to be given pursuant to the provisions hereof shall be in writing and shall be deemed to have been given when delivered in person or three (3) days after being deposited in the United States mail, certified or registered, postage prepaid, return receipt requested and addressed to the party at its or his last known addresses. The address of any party may be changed by notice in writing to the other parties duly served in accordance herewith.

7.04    Waiver. The waiver by the Employer or Employee of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereof. Failure by any party to claim any breach or violation of any provision of this Agreement shall not constitute a precedent or be construed as a waiver of any subsequent breaches hereof.

7.05    Continuing Obligation. The obligations, duties and liabilities of Employee pursuant to Articles Three and Four of this Agreement are continuing, absolute and unconditional and shall remain in full force and effect as provided herein and survive the termination of this Agreement.

7.06    No Conflicting Obligations or Use. Employer does not desire to acquire from Employee any secret or confidential know-how or information which he may have acquired from others nor does it wish to cause a breach of any non compete or similar agreement to which Employee may be subject. Employee represents and warrants that (i) other than for this Agreement, he is not subject to or bound by any confidentiality agreement or non disclosure or non compete agreement or any other agreement having a similar intent, effect or purpose, and (ii) he is free to use and divulge to Employer, without any obligation to or violation of any right of others, any and all information, data, plans, ideas, concepts, practices or techniques which he will use, describe, demonstrate, divulge, or in any other manner make known to Employer during the performance of services

7.07    Attorneys Fees. In the event that Employee has been found to have violated any of the terms of Articles Three or Four of this Agreement either after a preliminary injunction hearing or a trial on the merits or otherwise, Employee shall pay to the Employer the Employer’s costs and expenses, including attorneys fees, in enforcing the terms of Articles Three or Four of this Agreement.

7.08    Advise New Employers. During Employee’s employment with the Employer and for one (1) year thereafter, Employee will communicate the contents of Articles Three and Four to any individual or entity which Employee intends to be employed by, associated with, or represent which is engaged in a business which is competitive to the business of Employer.

7.09    Captions. The captions of Articles and Sections this Agreement are inserted for convenience only and are not to be construed as forming a part of this Agreement.

**EMPLOYEE ACKNOWLEDGES THAT HE HAS READ AND FULLY UNDERSTANDS EACH AND EVERY PROVISION OF THE FOREGOING AND DOES HEREBY ACCEPT AND AGREE TO THE SAME.**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**EMPLOYEE**                        **EMPLOYER**

/s/ Faridha Marwah                    **By:**    /s/ Islam Habibi

**Faridha Marwah                        Name: Islam Habibi**

**Title: CEO and Chairman of the Board**

**Non-CompA#22**

EMPLOYMENT AND NON-COMPETITION AGREEMENT - JOHN T. SEEPES

**Exhibit 10.3**

**EMPLOYMENT AND NON-COMPETITION AGREEMENT**

THIS EMPLOYMENT AND NON-COMPETITION AGREEMENT is executed as of the 31st day of July 2008, and effective as of the 16th day of July 2008 (the “Effective Date”), by and between Limes, Inc., an Illinois corporation (the “Company”) and John T. Seepes, an individual domiciled in the State of Illinois (the “Executive”).

**WHEREAS,**the Company, its subsidiaries and affiliates (collectively, the “Limes Group”) provide home health staffing and home care services, to individuals, county and state governments, health maintenance organizations, independent physician associations, insurance companies, facilities, other business purchasers of such services, and to the general public at large; and

**WHEREAS,**the Limes Group is currently engaged in the business of providing paraprofessional and professional home care services under contracts with state and local government agencies and contracts with private payors; and

**WHEREAS,**the Executive and the Company are desirous of memorializing, in writing, all of their agreements with respect to the Executive’s employment by the Company; and

**WHEREAS,** by virtue of the Executive’s employment by the Company pursuant to the terms hereof, the Executive will obtain and become familiar with certain confidential and proprietary information relating to the Limes Group; and

**WHEREAS,**the Company desires to protect the goodwill and all proprietary rights and information of the Limes Group.

**NOW, THEREFORE,**in consideration of the mutual covenants and agreements set forth herein, the parties hereto, intending to be legally bound, agree as follows:

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|  | 1. | **Term of Employment**. The Company hereby employs the Executive, and the Executive hereby accepts continued employment by the Company, for the period commencing as of the Effective Date of this Agreement and ending on the fourth (4th) anniversary of the Effective Date, or on such earlier date as provided pursuant to the terms and conditions of this Agreement (the “Initial Employment Term”). At the end of the Initial Employment Term, this Agreement shall automatically renew for successive one (1) year terms (each, an “Additional Employment Term”, and together with the Initial Employment Term, the “Employment Term”) unless the Company provides notice to the Executive of its intention not to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Employment Term or any Additional Employment Term. During the Employment Term, the Executive shall (i) devote substantially all of his professional time, loyalty and efforts to discharge his duties hereunder on a timely basis; (ii) use his best efforts to loyally and diligently serve the business and affairs of the Limes Group; and (iii) endeavor in all respects to promote, advance and further the Limes Group’s interests in all matters. |

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|  | 2. | **Employment Duties**. The Company will employ the Executive as its Chief Financial Officer. The Executive’s principal duties and responsibilities shall be those duties and responsibilities reflected in the employment description set forth on Exhibit A hereto. |

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|  | 3. | **Compensation**. The Company will pay the Executive as follows during the Employment Term: |

**Base Salary**. Commencing on the Effective Date of this Agreement, the Company shall pay the Executive a base salary at the annual rate of Two Hundred and Fifteen Thousand Dollars ($215,000) which shall be paid in accordance with the normal payroll practices of the Company and shall be subject to withholding for applicable Federal, State and local taxes. Thereafter, the Executive’s base salary shall be subject to review and adjustment by the Board of Directors of the Company (the “Board of Directors”) on or about the anniversary date of his original hiring by the Company for each year during the Employment Term (as adjusted from time-to-time, the “Base Salary”).

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|  | (a) | **Bonus**. The Executive, at the discretion of the Board of Directors, shall be eligible (but not entitled) to receive an annual bonus during each fiscal year in an amount as set forth on Exhibit B hereto, which amount may be amended at the sole discretion of the Board of Directors. All amounts payable pursuant to this Section 3(b), if any, shall be paid within no more than thirty (30) days after completion of the Company’s audited financial statements for the then current fiscal year and shall be subject to applicable withholding taxes. Bonus is not salary and is earned on the day it is paid. To be eligible to receive the bonus, the Executive must be employed and in good standing and must not have given notice of termination on or prior to such date. |

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|  | 4. | **Expenses**. It is recognized that the Executive in the performance of his duties hereunder may be required to expend sums for travel, entertainment and lodging. During the Employment Term, the Company shall reimburse the Executive for reasonable business expenses incurred by him during the Employment Term in connection with the performance of his duties hereunder conditioned upon and subject to the Company’s established policies and procedures, including written receipt from the Executive of an itemized accounting in accordance with the Company’s regular business expense verification practices. |

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|  | 5. | **Benefits**. During the Employment Term, the Executive shall be entitled to benefits consistent with benefits paid to other similarly situated employees pursuant to the Company’s administrative benefit plan, and in accordance with its policies, which may change at the sole discretion of the Board of Directors. Benefits shall be at least: |

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|  | (a) | Three (3) weeks paid vacation during the Executive’s first five (5) years of employment and four (4) weeks paid vacation during each subsequent year of employment. Vacation may be carried over to a subsequent year of employment, up to a maximum of two (2) full years of accrued vacation time thereafter (i.e., no more than six weeks during the Executive’s first five years and no more than eight weeks during the Executive’s subsequent years). |

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|  | (b) | Five (5) days personal/sick leave per year, with pay. Personal/sick days may be carried over to a subsequent year of employment, up to a maximum of two (2) full years of accrued personal/sick days (i.e., no more than ten days). |

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|  | (c) | Six Company holidays, plus two floating holidays. |

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|  | (d) | Coverage under the Company’s Health Benefit Plan, which may change, at the sole discretion of the Board of Directors, from time to time. The Company will cover the Executive and his dependents, if any, to the same extent and according to the same terms as the Company’s other executives are covered. |

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|  | (e) | Life insurance policy with a face amount of up to five (5) times the Base Salary, provided that the Company shall not be required to spend greater than three percent (3%) of the Base Salary in purchasing such insurance policy. |

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|  | (f) | Short-term and long-term disability insurance to the same extent and according to the same terms as the Company’s other executives are covered. |

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|  | 6. | **Termination by Company**. |

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|  | (a) | The Company may terminate the Executive’s employment hereunder at any time for reasonable cause. The term “reasonable cause” shall be limited to the following: |

(i) The Executives dies or the Executive is physically or mentally disabled (“Disability”) so that the Executive is or, in the opinion of an independent physician retained by the Company for purposes of this determination will be, unable to perform his duties in a manner satisfactory to the Company for a period of ninety (90) days out of any one hundred eighty (180) consecutive-day period (in which event the Executive shall be deemed permanently disabled);

(ii) A material breach or omission by the Executive of any of his duties or obligations under this Agreement (except due to Disability);

(iii) The Executive shall engage in any action that materially damages, or that may reasonably be expected to materially damage, the Limes Group or the business or goodwill thereof;

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(iv) The Executive shall breach his fiduciary duty to the Limes Group;

(v) The Executive shall commit any act involving fraud, the misuse or misappropriation of money or other property of the Limes Group, a felony, habitual use of drugs or other intoxicants or chronic absenteeism;

(vi) Gross negligence or willful misconduct by the Executive;

(vii) The Executive shall commit acts constituting gross insubordination, such as, without limitation, the intentional disregard of any reasonable directive of the Company’s President or Chief Executive Officer (the “CEO”) or the Board of Directors; and

(viii) The Executive shall fail to perform any material duty in a timely and effective manner and shall fail to cure any such performance deficiency after receipt of written notice of the deficiency from the CEO or Board of Directors, which notice shall designate the period of time within which the performance deficiency must be cured to the satisfaction of the CEO or the Board of Directors, as applicable, in order to prevent a termination for reasonable cause; provided, however, that Executive shall only be permitted the opportunity to cure performance deficiency two times in any twelve-month rolling period.

Termination of the Executive’s employment for reasonable cause shall terminate the Employment Term but shall not affect the Executive’s obligations pursuant to Section 9 hereof, which obligations shall remain in effect for the period therein provided.

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|  | (b) | The Company may terminate the Executive’s employment hereunder at any time for any reason other than reasonable cause. If the Company terminates the Executive’s employment hereunder upon less than thirty (30) days notice, the Company shall pay the Executive a pro rata portion of his salary and shall continue to provide the benefits described in Sections 3 and 5, respectively, for the period of deficient notice. |

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|  | 7. | **Termination by the Executive**. The Executive may terminate his obligations hereunder upon not less than thirty (30) days prior written notice to the Company. If the Executive terminates his employment hereunder upon less than thirty (30) days notice, the Executive shall pay the Company a pro rated portion of his salary and benefits described in Sections 3 and 5, respectively, for the period of deficient notice. The Company (a) at its sole option, may waive all or any portion of such notice requirement and (b) shall waive all or a portion of such notice requirement upon the Executive’s payment of that portion of the Executive’s annual base salary that would otherwise be paid to the Executive during the remaining notice period. |

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Termination of the Executive’s employment by the Executive shall terminate the Employment Term, but shall not affect the Executive’s obligations pursuant to Section 9 hereof which obligations shall remain in effect for the period therein provided.

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|  | 8. | **Rights and Obligations Upon Termination**. |

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|  | (a) | If the Executive’s employment is terminated by the Company pursuant to Section 6(a) hereof, the Executive shall have no further rights against the Limes Group hereunder, except for the right to receive: |

(i) Any unpaid base salary under Section 3(a) hereof for any period prior to the effective date of termination;

(ii) If applicable, a pro rata payment for bonus under Section 3(b) hereof for any period prior to the effective date of such termination;

(iii) Any accrued but unpaid benefits under Section 5 hereof.

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|  | (b) | If the Executive’s employment is terminated by the Company pursuant to Section 6(b) hereof, the Executive shall be entitled to, in lieu of any further salary payments to the Executive for periods subsequent to the date of termination; |

(i) Any unpaid base salary under Section 3(a) hereof for any period prior to the effective date of termination;

(ii) Any accrued but unpaid benefits under Section 5 hereof; and

(iii) Conditioned upon Executive’s strict compliance with the post-employment restrictions described in Section 9 below, severance pay (“Severance Pay”) in the total amount equal to (A) one-half (1/2) of the Executive’s Annual Cash Compensation to be paid in equal installments on the Company’s regular pay dates for six (6) months following termination of the Executive’s employment by the Company (subject to customary withholding and payroll taxes and early termination upon the Executive’s employment with a new employer), plus continuation of all benefits at the level then offered to and enrolled in by the Executive, until the earlier of (x) six (6) months following the termination of the Executive’s employment by the Company or (y) the date that the Executive is eligible to receive coverage and benefits from a new employer; *provided*, *however*, that (A) if the Executive remains continuously employed by the Company through the date that is twelve (12) months from the Effective Date, the severance benefits contained in this clause (iii) shall be automatically increased from one-half (1/2) of the Executive’s Annual Cash Compensation to three-quarters (3/4) of the Executive’s Annual Cash Compensation, to be paid in equal installments on the Company’s regular pay dates (subject to customary withholding

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and payroll taxes and early termination upon the Executive’s employment with a new employer) for twelve (12) months following termination of the Executive’s employment by the Company plus continuation of all benefits for such twelve-month period; and (B) for every twelve-month period the Executive remains continuously employed by the Company thereafter, the Executive shall receive one (1) additional month of severance (i.e., an additional one-twelfth (1/12) of the Executive’s Annual Cash Compensation) up to a total of twelve (12) total months of severance (i.e., up to an amount not to exceed one (1) year of the Executive’s Annual Cash Compensation), to be paid in equal installments over the then applicable period following termination of the Executive’s employment by the Company on the Company’s regular pay dates (subject to customary withholding and payroll taxes and early termination upon the Executive’s employment with a new employer) plus continuation of all benefits for such additional month(s).

For purposes of this Agreement, **“**Annual Cash Compensation**”** shall mean the sum of (a) the highest annual Base Salary in effect for the Executive and (b) the greater of (i) the Executive’s last year’s bonus, if any, or (ii) the annualized amount of the Executive’s current year’s target bonus; provided, however, neither clause (i) nor (ii) shall exceed fifty percent (50%) of the Executive’s current annual Base Salary.

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|  | (c) | If the Executive’s employment is terminated by the Executive pursuant to Section 7 hereof, the Executive or his estate shall have no further rights against the Limes Group, except for the right to receive, with respect to the period prior to the effective date of termination; |

(i) Any unpaid base salary under Section 3(a); and

(ii) If applicable, any accrued but unpaid benefits under Section 5 hereof. Such Payments shall be made to the Executive whether or not the Company chooses to utilize the services of the Executive for the required notice period.

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|  | (d) | The Executive acknowledges and agrees that the Company’s obligations to make payments under Section 8(b)(i) or (b)(ii) will be conditioned on the Executive timely executing, delivering and not revoking within the prescribed revocation period a customary general release in form and substance satisfactory to the Company. |

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|  | 9. | **Covenants of the Executive**. |

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|  | (a) | **No Conflicts**. The Executive represents and warrants that he is not personally subject to any agreement, order or decree, which restricts his acceptance of this Agreement and performance of his duties with the Company hereunder. |

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|  | (b) | **Non-Competition**. During the Employment Term and for a period of time following the termination of the Employment Term equal to the greater of (i) one (1) year and (ii) the period of time during which the Executive receives Severance Pay (the “Restrictive Period”), the Executive shall not, without the prior written consent of the Company, directly or indirectly, in any capacity whatsoever, either on his own behalf or on behalf of any other person or entity with whom he may manage, control, participate in, consult with, render services for or be employed or associated, compete with the Business (as hereinafter defined) in any of the following described manners: |

(i) Engage in, assist or have any interest in, as principal, consultant, advisor, agent, financier or employee, any business entity which is, or which is about to become engaged in, providing goods or services in competition with the Limes Group within a geographic radius of thirty (30) miles from any Limes Group branch office; or

(ii) Solicit or accept any business (or help any other person solicit or accept any business) from any person or entity which on the date of this Agreement is a customer of the Limes Group or which during the Employment Term becomes a customer of the Limes Group. For purposes hereof, the term “Business” means the business of providing home care services of the type and nature that the Limes Group then performed and/or any other business activity in which the Limes Group then performed or program or service then under active development proposed to be performed and/or any other business activity in which the Limes Group becomes engaged in on or after the date hereof while the Executive is employed by the Company. Furthermore, during the Restrictive Period, the Executive shall not directly or indirectly, (A) induce or attempt to induce any employee of the Limes Group to terminate such employee’s relationship with the Limes Group or in any way interfere with the relationship between the Limes Group and any employee thereof, or (B) induce or attempt to induce any customer, referral source, supplier, vendor, licensee or other business relation of the Limes Group to cease doing business with the Limes Group, or in any way interfere with the relationship between any such customer, referral source, supplier, vendor, licensee or business relation, on the one hand, and the Limes Group, on the other hand. Notwithstanding the foregoing provisions, nothing herein shall prohibit the Executive from owning 1% or less of any securities of a competitor, if such securities are listed on a nationally recognized securities exchange or traded over-the-counter on the NASDAQ market or otherwise. If, at the time of enforcement of this Section 9(b), a court holds that the restrictions stated herein are unreasonable under the

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circumstances then existing, the parties agree that the maximum period, scope or geographic area reasonable under such circumstances shall be substituted for the stated period, scope or area determined to be reasonable under the circumstances by such court.

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|  | (c) | **Non-Disclosure**. During the Employment Term and the Restrictive Period, the Executive shall not, without the prior written consent of the Company, directly or indirectly, in any capacity whatsoever, either on his own behalf or on behalf of any other person or entity that he manages, controls, participates in, consults with, renders services for or is employed by or associated with, disclose or use, except when necessary to further the interests of the Business, any Trade Secret (as hereafter defined) of the Limes Group, whether such Trade Secret is in the Executive’s memory or embodied in writing or other physical form. For purposes of this Agreement, “Trade Secret” means any information, not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts to maintain its secrecy that are reasonable under the circumstances, including, but not limited to, (i) trade secrets, (ii) the business or affairs of the Limes Group, (iii) client and customer lists, (iv) products or services, (v) fees, costs, and pricing structures, (vi) charts, manuals and documentation, (vii) databases, (viii) accounting and business models, (ix) designs, (x) analyses, (xi) drawings, photographs and reports, (xii) computer software, (xiii) copyrightable works, (xiv) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xv) sales records and (xvi) other proprietary commercial information. Said term, however, shall not include general “know-how” information acquired by the Executive during the course of his employment which could have been obtained by him from public sources without the expenditure of significant time, effort and expense. |

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|  | (d) | **Covenant Regarding Confidential and Proprietary Information**. |

(i) The Executive will promptly disclose in writing to the Company each improvement, discovery, idea, invention, and each proposed publication of any kind whatsoever, relating to the Business made or conceived by the Executive either alone or in conjunction with others while employed hereunder if such improvement, discovery, idea, invention or publication results from or was suggested by such employment (whether or not patentable and whether or not made or conceived at the request of or upon the suggestion of the Company, and whether or not during his usual hours of work, whether in or about the premises of the Limes Group and whether prior or subsequent to the execution hereof). The Executive will not disclose any such improvement, discovery, idea, invention or publication to any person, entity or governmental authority, except to the Company. Each such

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improvement, discovery, idea, invention and publication shall be the sole and exclusive property of, and is hereby assigned by the Executive to the Company, and at the request of the Company, the Executive will assist and cooperate with the Company and any person or entity from time to time designated by the Company to obtain for the Company or its designee the grant of any letters patent in the United States of America and/or such other country or countries as may be designated by the Company, covering any such improvement, discovery, idea, invention or publication and will in connection therewith execute such applications, statements, assignments or other documents, furnish such information and data and take all such other action (including, without limitation, the giving of testimony) as the Company may from time to time reasonably request. The foregoing provisions of this Section 9(d) shall not apply to any improvement, discovery, idea, invention of publication for which no equipment, supplies, facilities or confidential and proprietary information of Limes Group was used and which was developed entirely on the Executive’s own time, unless (x) the improvement, discovery, idea, invention or publication relates to the Business or the actual or demonstrably anticipated research or development of the Business, or (y) the improvement, discovery, idea, invention or publication results from any work performed by the Executive for the Limes Group.

(ii) The Executive recognizes and acknowledges that he will have access to certain confidential and proprietary information of Limes Group, including, but not limited to, Trade Secrets and other proprietary commercial information, and that such information constitutes valuable, special and unique property of Limes Group. The Executive agrees that he will not, for any reason or purpose whatsoever, except in the performance of his duties hereunder, or as required by law, disclose any of such confidential information to any person, entity or governmental authority without express authorization of the Company.

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|  | (e) | **Non-Disparagement**. The Executive agrees that, during the Employment Term and the Restrictive Period, he will not make any statement, either in writing or orally, that is communicated publicly or is reasonably likely to be communicated publicly, and that is reasonably likely to disparage or otherwise harm the business or reputation of the Limes Group, or the reputation of any of its current or former directors, officers, employees or stockholders. |

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|  | (f) | **Return of Documents and Other Property**. Upon termination of employment, the Executive shall return all originals and copies of books, records, documents, customer lists, sales materials, tapes, keys, credit cards and other tangible property of Limes Group within the Executive’s possession or under his control. |

The Company acknowledges that the Executive already had certain research and form files that he brought with him and may be using to

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perform his duties herein and that he will and has been updating and adding to such files during his employment with the Company. Such research and form files will remain and be the property of the Executive and he shall have the right to remove and take such files with him upon any termination of his employment with the Company; however, such files do not include any transaction, project, litigation or other general or specific files of the Company.

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|  | (g) | **Remedies for Breach**. In the event of a breach or threat of a breach of the provisions of this Section 9, the Executive hereby acknowledges that such breach or threat of a breach will cause the Company to suffer irreparable harm and that the Company shall be entitled to an injunction restraining the Executive from breaching such provisions; but the foregoing shall not be construed as prohibiting the Company from having available to it to any other remedy, either at law or in equity, for such breach or threatened breach, including, but not limited to, the immediate cessation of employment and any remaining Severance Pay and benefits pursuant to Section 8 and the recovery of damages from the Executive and the notification of any employer or prospective employer of the Executive as to the terms and conditions hereof (without limiting or affecting the Executive’s obligations under the other paragraphs of this Section 9). |

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|  | (h) | **Acknowledgment**. The Executive acknowledges that he will be directly and materially involved as a senior executive in all important policy and operational decisions of Limes Group. The Executive further acknowledges that the scope of the foregoing restrictions has been specifically bargained between the Company and the Executive, each being fully informed of all relevant facts. Accordingly, the Executive acknowledges that the foregoing restrictions of this Section 9 are fair and reasonable, are minimally necessary to protect Limes Group, its stockholders and the public from the unfair competition of the Executive who, as a result of his employment with the Company, will have had unlimited access to the most confidential and important information of Limes Group, its Business and future plans. The Executive furthermore acknowledges that no unreasonable harm or injury will be suffered by him from enforcement of the covenants contained herein and that he will be able to earn a reasonable livelihood following termination of his employment notwithstanding enforcement of the covenants contained herein. |

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|  | (i) | **Right of Set Off**. In the event of a breach by the Executive of the provisions of this Agreement, the Company is hereby authorized at any time and from time to time, to the fullest extent permitted by law, and after ten (10) days prior written notice to the Executive, to set-off and apply any and all amounts at any time held by the Company on behalf of the Executive and all indebtedness at any time owing by the Limes Group to the Executive against any and all of the obligations of the Executive now or hereafter existing. |

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|  | 10. | **Prior Agreement**. This Agreement supersedes and is in lieu of any and all other employment arrangements between the Executive and the Company or its predecessor or any subsidiary and any and all such employment agreements and arrangements are hereby terminated and deemed of no further force or effect. |

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|  | 11. | **Assignment**. Neither this Agreement nor any rights or duties of the Executive hereunder shall be assignable by the Executive and any such purported assignment by him shall be void. The Company may assign all or any of its rights hereunder. |

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|  | 12. | **Notices**. Unless specified in this Agreement, all notices and other communications hereunder shall be in writing and shall be deemed given upon receipt or refusal thereof if delivered personally, sent by overnight courier service, mailed by registered or certified mail (return receipt requested), postage prepaid, or emailed to the other party’s email address on the Company’s computer network. Notice to their party hereto, if mailed or sent by overnight courier service, shall be to the following addresses: |

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|  | (a) | if to the Executive, to: |

John T. Seepes

Chicago, IL 60070

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|  | (b) | if to the Company, to: |

Limes, Inc.

Chicago, IL 60070

Attention: CEO

Telephone: (847)

Facsimile:

with a copy to:

X Management, Inc.

New York, New York 10022

Attention: AB

Telephone:

Facsimile:

E-mail:

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with a copy, which shall not constitute notice, to:

YYY,LLP

New York, New York 10022

Attention: CD

Telephone:

Facsimile:

E-mail:

Any party may change their address for notice by giving all other parties notice of such change pursuant to this Section 12.

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|  | 13. | **Amendment**. This Agreement may not be changed, modified or amended except in writing signed by both parties to this Agreement. |

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|  | 14. | **Waiver of Breach**. The waiver by either party of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. |

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|  | 15. | **Invalidity of Any Provision**. The provisions of this Agreement are severable, it being the intention of the parties hereto that should any provision hereof be invalid or unenforceable, such invalidity or enforceability of any provisions shall not effect the remaining provisions hereof, but the same shall remain in full force and effect as if such invalid or unenforceable provision or provisions were omitted. |

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|  | 16. | **Governing Law**. This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Illinois as applied to agreements entirely entered into and performed in Illinois by Illinois residents exclusive of the conflict of laws provisions of any other state. |

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|  | 17. | **Arbitration**. Any controversy or claim arising out of or relating to this Agreement (including, without limitation, as to arbitrability and any disputes with respect to the Executive’s employment with the Company or the termination of such employment), or the breach thereof, shall be settled by individual arbitration (as opposed to class or collective arbitration) administered by a person mutually selected by the Company and the Executive (the “Arbitrator”). If the Company and the Executive are unable to agree upon the Arbitrator within fifteen (15) days, they shall each select an arbitrator within fifteen (15) days, and the arbitrators selected by the Company and the Executive shall appoint a third arbitrator to act as the Arbitrator within fifteen (15) days (at which point the Arbitrator alone shall judge the controversy or claim). The arbitration hearing shall commence within ninety (90) calendar days after the Arbitrator is selected, unless the Company and the Executive mutually agree to extend this time period. The arbitration shall take place in Chicago, Illinois. The Arbitrator will have full power to give directions and make such orders as the Arbitrator deems just. Nonetheless, the Arbitrator explicitly shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement except pursuant to Section 15. The Arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the Arbitrator’s award or decision |

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|  | is based within thirty (30) days after the conclusion of the arbitration hearing. The agreement to arbitrate will be specifically enforceable. The award rendered by the Arbitrator shall be final and binding (absent fraud or manifest error), and any arbitration award may be enforced by judgment entered in any court of competent jurisdiction. The Company and the Executive shall each pay one-half of the fees of the Arbitrator. |

*(Signature Page Follows)*

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**IN WITNESS WHEREOF,**the parties hereto have executed this Agreement as of the date first written above.

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| **LIMES, INC.** | | |
|  |  | |
| By: |  | /s/ Florence Kerloy |
| Name: |  | Florence Kerloy |
| Title: |  | President & Chief Executive Officer |
|  | | |
| /s/ John T. Seepes | | |
| **JOHN T. SEEPES** | | |

*Signature Page to Leonard Employment Agreement*

**Exhibit A**

**Employment Duties**

Those duties set forth in the attached ‘Chief Financial Officer Job Description’ and such other duties and responsibilities which are assigned to the Executive by the CEO and which are appropriate for the position of the Executive.

The Executive shall be subject to the authority of the Board of Directors and shall report directly to the President and CEO of the Company. The Executive shall also perform such further duties as are incidental to or implied from the foregoing, consistent with the background, training, and qualifications of the Executive or which may be reasonably determined by the President and CEO or the Board of Directors to be in the best interests of the Limes Group.

The Company may, at its sole discretion, (i) re-assign the Executive within the Company’s organization structure, (ii) change his job description within the same professional level, (iii) change his work location within fifty (50) miles of the Company’s corporate office in Chicago, Illinois upon six (6) months’ notice, and (iv) add to or delete from his duties under this Agreement without affecting the enforceability and conditions of this Agreement.

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**Job Description**

**Chief Financial Officer**

**Limes, Inc.**

**Position Summary**

Reporting to the President and Chief Executive Officer, and based in the Company’s corporate office in Chicago, IL, this key senior executive position will provide national leadership to Limes’ Financial Division, which includes the Accounting, Financial Planning, Reimbursement and IT Departments. The Chief Financial Officer will be the visionary leader for all financial and IT system strategies and initiatives, and will provide direction and guidance in the establishment of national and regional objectives for revenue growth and profitability. Specific responsibilities will include the following:

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|  | • |  | Provide leadership, direction and guidance on all financial matters to Company managers and the Board. |

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|  | • |  | Represent the Company as its financial leader and expert to all lenders, auditors and other third parties, and direct the development of all related financial reporting packages for these groups. |

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|  | • |  | Direct the development and implementation of Company accounting and financial reporting polices and processes, in accordance with established federal, state and home care industry regulations and guidelines. |

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|  | • |  | Direct the Vice President – Finance and Controller and Director of Financial Reporting in the timely and accurate preparation of all Company financial statements, forecasts, budgets, and related reports and analyses, an in the conduct of monthly financial review discussions. |

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|  | • |  | Direct the Director of Reimbursement Department in ensuring the timely and accurate billing of Medicare, Medicaid and other contracting agencies, and the collection of all accounts receivable, in accordance with established DSO and cash management objectives. |

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|  | • |  | Direct the IT Director in the design and implementation of new and modified information systems, the maintenance of existing software systems and hardware, and in the effective, timely resolution of IT issues. |

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|  | • |  | Direct and coordinate the conduct of financial analyses, and related due diligence and integration activities, on all acquisitions. |

**Exhibit B**

**Bonus**

The Executive is eligible to earn a bonus of up to twenty percent (20%) of his annual Base Salary during the applicable calendar year based on the Company’s evaluation of the Executive’s performance compared to established Company and individual objectives.

**Non-CompA#23**

**Exhibit 10.1**

**SEVERANCE AND NON-COMPETITION AGREEMENT**

**THIS SEVERANCE AND NON-COMPETITION AGREEMENT**(this “ ***Agreement***”) is made and entered into as of the 9th day of August, 2016, effective as of the 1st day of August, 2016 (the “ ***Effective Date***”), by and between AMIR ABBAS (the “ ***Employee***”) and NORCOTT, INC. (the “ ***Company***”).

**RECITALS**

**A.**The Employee is employed as Vice President and Corporate Controller (and Principal Accounting Officer) of the Company.

**B.**The Company has agreed to provide the Employee with certain severance benefits in the event the Employee’s employment terminates under certain circumstances, in exchange for the Employee’s agreement to be bound by certain restrictive covenants.

**C.**The parties desire to enter into this Agreement to memorialize the terms and conditions of such agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, and intending to be legally bound, the parties, upon and subject to the terms and conditions set forth h erein, hereby agree as follows:

**AGREEMENTS**

**1. Restrictive Covenants .**

**(a) Confidentiality Critical**.  The parties agree that the business in which the Company is engaged is highly sales-oriented and the goodwill established between the Employee and the Company’s customers and potential customers is a valuable and legitimate business interest worthy of protection under this Agreement.  The Employee acknowledges and agrees that developing and maintaining business relationships is an important and essential business interest of the Company.  The Employee further recognizes that, by virtue of the Employee’s employment by the Company, the Employee will be granted otherwise prohibited access to confidential and proprietary data of the Company which is not known to the Company’s competitors and which has independent economic value to the Company and that the Employee will gain an intimate knowledge of the Company’s business and its policies, customers, employees and trade secrets, and of other confidential, proprietary, privileged or secret information of the Company and its customers (“ ***Customers***”) (collectively, all such nonpublic information is referred to as “ ***Confidential Information***”).

This Confidential Information includes, but is not limited to data relating to the Company’s products and services; the Company’s marketing and servicing programs, procedures and techniques; business, management and personnel strategies; the criteria and formulae used by the Company in pricing its products and services; the Company’s computer system and software; lists of prospects; customer lists; the identity, authority and responsibilities of key contacts at accounts of Customers; and the composition and organization of Customers’ business.  The Employee recognizes and agrees that this Confidential Information constitutes valuable property of the Company, developed over a long period of time and at substantial expense and worthy of protection.  The Employee acknowledges and agrees that only through the Employee’s employment with the Company could the Employee have the opportunity to learn this Confidential Information.

**(b) Confidential Information**.  The Employee shall not at any time (for any reason), directly or indirectly, on the Employee’s own behalf or on behalf of any other person or entity, (A) disclose to any person or entity (except to employees or other representatives of the Company who need to know such Confidential Information to the extent reasonably necessary for the Employee to perform the Employee’s duties under this Agreement or such employees or representatives to perform their duties on behalf of the Company, and except as required by law) any Confidential Information, including, without limitation, business or trade secrets of, or products or methods or techniques used by, the Company, or any Confidential Information whatsoever concerning

the Customers, (B) use, directly or indirectly, for the Employee’s own benefit or for the benefit of another (other than a Customer) any of such Confidential Information, or (C) assist any other person or entity in connection with any action described in either of the foregoing clauses (A) and (B).

**(c) Noninterference with Employees**.  The Employee further agrees that the Company has expended considerable time, energy and resources into training its other employees (“ ***Co-Workers***”).  As a result, during the Employee’s employment with the Company and for a period of six (6) months thereafter, the Employee shall not, for any reason, directly or indirectly, on the Employee’s own behalf or on behalf of any other person or entity, (A) induce or attempt to induce any Co-Worker to terminate employment with the Company, (B) interfere with or disrupt the Company’s relationship with any of the Co-Workers, (C) solicit, entice, hire, cause to hire, or take away any person employed by the Company at that time or during the six (6) month period preceding the Employee’s last day of employment with the Company, or (D) assist any other person or entity in connection with any action described in any of the foregoing clauses (A) through (C).

**(d) Non-competition**.  The Employee further agrees with the Company to the following provisions, all of which the Employee acknowledges and agrees are necessary to protect the Company’s legitimate business interests.  The Employee covenants and agrees with the Company that:

**(i)**Unless otherwise agreed between the parties, the Employee shall not, during the Employee’s employment with the Company and for a period of six (6) months thereafter, either directly or indirectly, engage in, render service or other assistance to, or sell products or services, or provide resources of any kind, whether as an owner, partner, shareholder, officer, director, employee, consultant or in any other capacity, whether or not for consideration, to any person, corporation, or any entity, whatsoever, that owns, operates or conducts a business that competes, in any material way, with the Company’s business (which includes, but is not limited to, the business of providing technologically advanced high-value products and services to energy, mining and infrastructure sector customers, primarily in the United States), other than the ownership of five percent (5%) or less of the shares of a public company where the Employee is not active in the day-to-day management of such company.  With respect to the post-employment application of this Section 1(d)(i), the restrictions shall extend only to those specific countries or provinces where the Company conducts business on the day that the Employee’s employment with the Company terminates.

**(ii)**The Employee shall not, during the Employee’s employment with the Company and for a period of six (6) months thereafter, either directly or indirectly, (A) solicit, call on or contact any significant Customer of the Company with whom the Employee has had material contact during the Employee’s employment with the Company for the purpose or with the effect of offering any products or services of any kind offered by the Company at that time or during the Employee’s employment with the Company, (B) request or advise any present or future vendors or suppliers to the Company to cancel any contracts, or curtail their dealings, with the Company, or (C) assist any other person or entity in connection with any action described in either of the foregoing clauses (A) through (B).

**(iii)**During the Employee’s employment with the Company, the Employee shall not own, or permit ownership by the Employee’s spouse or any minor children under the parental control of the Employee, directly or indirectly, an amount in excess of five percent (5%) of the outstanding shares of stock of a corporation, or five percent (5%) of any business venture of any kind, which operates or conducts a business that competes, in any way, with the Company.

**(e)       Non-disparagement**.  At any time during or after the Employee’s employment with the Company, the Employee shall not disparage the Company or any shareholders, members, directors, officers, employees or agents of the Company.

**(f) Understandings**.

**(i)**The provisions of this **Section 1**shall be construed as an agreement independent of any other claim.  The existence of any claim or cause of action of the Employee against the Company, whether predicated on the Employee’s employment or otherwise, shall not constitute a defense to the

enforcement by the Company of the terms of this **Section 1**. The Employee waives any right to a jury trial in any litigation relating to or arising from this Agreement.

**(ii)**The Employee acknowledges and agrees that the covenants and agreements contained herein are necessary for the protection of the Company’s legitimate business interests and are reasonable in scope and content.  The Employee agrees that the restrictions contained in this Section 1 are reasonable and will not unduly restrict the Employee in securing other employment or income in the event the Employee’s employment with the Company ends.

**(g)          Injunctive Relief**.  The Employee acknowledges and agrees that any breach by the Employee of any of the covenants or agreements contained in this **Section 1**would give rise to irreparable injury and would not be adequately compensable in damages.  Accordingly, the Employee agrees that the Company may seek and obtain injunctive relief against the breach or threatened breach of any of the provisions of this Agreement in addition to any other legal or equitable remedies available.

**(h)        Reformation and Survival**.  The Company and the Employee agree and stipulate that the agreements and covenants contained in this Agreement and specifically in this **Section 1**are fair and reasonable in light of all of the facts and circumstances of the relationship between them.  The Company and the Employee agree and stipulate that the Employee has hereby agreed to be bound to the obligations, restrictions and covenants of this Section 1 in consideration of the payments provided for in **Section 2**and **Section 3**of this Agreement, and all other terms and provisions of this Agreement.  The Company and the Employee acknowledge their awareness, however, that in certain circumstances courts have refused to enforce certain agreements not to compete.  The Company and the Employee agree that, if any term, clause, subpart or provision of this Agreement is for any reason adjudged by a Court of competent jurisdiction to be invalid, unreasonable, unenforceable or void, the same will be treated as severable, and shall be modified to the extent necessary to be legally enforceable to the fullest extent permitted by applicable law, and that such modification will not impair or invalidate any of the other provisions of this Agreement, all of which will be performed in accordance with their respective terms.  Thus, in furtherance of, and not in derogation of, the provisions of this **Section 1**, the Company and the Employee agree that in such event, this Section 1 shall be deemed to be modified or reformed to restrict the Employee’s conduct to the maximum extent (in terms of time, geography and business scope) that the court shall determine to be enforceable.  The provisions of this Section 1 shall survive the termination of this Agreement and the Employee’s resignation or termination of employment, regardless of the reason and whether voluntary or involuntary.

**2. Termination**.

**(a) Termination by the Company for Cause**. The Company has the right, at any time, to terminate the Employee’s employment with the Company for Cause (as defined below), effective immediately, by giving written notice to the Employee as described in this **Section 2(a)**.  If the Company terminates the Employee’s employment for Cause, the Company’s obligation to the Employee shall be limited solely to the payment of unpaid base salary accrued up to the effective date of termination plus any accrued but unpaid benefits to the effective date of termination, and any unpaid bonus earned in accordance with the then applicable bonus plan or program to the effective date of termination.  Any such accrued and earned but unpaid amounts shall be paid to the Employee as soon as reasonably practicable but in no event later than the Company’s next regularly scheduled payroll date following the effective date of termination.

As used in this Agreement, the term “ ***Cause***” shall mean and include (i) the Employee’s abuse of alcohol that affects the Employee’s performance of the Employee’s duties under this Agreement, or use of any controlled substance; (ii) a willful act of fraud, dishonesty or breach of fiduciary duty on the part of the Employee with respect to the business or affairs of the Company; (iii) material failure by the Employee to comply with applicable laws and regulations or professional standards relating to the business of the Company; (iv) material failure by the Employee to satisfactorily perform the Employee’s job duties, a material breach by the Employee of this Agreement, or the Employee engaging in conduct that materially conflicts with the best interests of the Company or that may materially harm the Company’s reputation; (v) the Employee being subject to an inquiry or investigation by a governmental authority or self-regulatory organization such that the existence of such inquiry or investigation may result in damage to the Company’s business interests, licenses, reputation or prospects; or (vi) conviction of a felony or a misdemeanor involving moral turpitude.

**(b) Termination by the Company without Cause**. The Company shall have the right, at any time, to terminate the Employee’s employment with the Company without Cause by giving written notice to the Employee, which termination shall be effective thirty (30) calendar days from the date of such written notice.  The Company may provide thirty (30) days’ pay in lieu of notice. If the Company terminates the Employee’s employment without Cause, the Company’s obligation to the Employee shall be limited solely to (i) unpaid base salary accrued up to the effective date of termination plus any accrued but unpaid benefits to the effective date of termination, and any unpaid bonus earned in accordance with the then applicable bonus plan or program to the effective date of termination; and (ii) if the Employee has been employed by the Company or an affiliate or subsidiary thereof for a period of  at least twelve (12) months prior to the effective date of termination (and only in such event), then severance in an amount equal to the Employee’s then-current base salary for a period of six (6) months. The Employee’s rights with regard to equity incentive awards, including stock options and restricted stock units, shall be governed by separate applicable agreements entered into between the Employee and the Company. As a condition to the Employee’s receipt of the post-employment payments and benefits under this **Section 2(b)**(other than the payments described in clause (i) of the second sentence of this paragraph), the Employee must be in compliance with Section 1 of this Agreement, and must, on or before the 30th day following the effective date of termination, deliver to the Company an irrevocable general release of claims agreement in favor of the Company and related entities and individuals in such form as may be prescribed by the Company.  The amount described in clause (i) of the second sentence of this paragraph shall be paid to the Employee as soon as reasonably practicable but in no event later than the Company’s next regularly scheduled payroll date following the effective date of termination, and the post-employment severance described in clause (ii) of the second sentence of this paragraph shall be paid in installments according to the Company’s normal payroll schedule, with the first payment to the Employee to be made on the next scheduled payroll date that occurs after the 30th day following the effective date of termination; provided, however, that the first such installment shall be in an amount equal to all amounts that otherwise would have been paid pursuant to normal payroll practices during the 30 days following the effective date of termination. For the avoidance of doubt, no payment or benefit shall ever be due to the Employee under clause (ii) of the second sentence of this paragraph unless the Employee has delivered the irrevocable general release of claims agreement described above on or before the 30th day following the effective date of termination. The Employee shall have no duty to mitigate damages under this **Section 2(b)**during the applicable severance period and, in the event the Employee shall subsequently receive income from providing the Employee’s services to any person or entity, including self-employment income, or otherwise, no such income shall in any manner offset or otherwise reduce the payment obligations of the Company hereunder.

Notwithstanding anything herein to the contrary, this **Section 2(b)**shall not apply if the Employee’s employment is terminated by the Company or a succeeding entity without Cause upon or within one (1) year of a Change of Control as described in Section 3 of this Agreement.  In such case, **Section 3**of this Agreement shall control.

**(c) Termination upon Disability**.  The Company shall have the right, at any time, to terminate the Employee’s employment if the Employee becomes physically or mentally disabled, whether totally or partially, as evidenced by the written statement of a competent physician licensed to practice medicine in the United States who is mutually acceptable to the Company and the Employee, so that the Employee is unable to perform the essential functions of the Employee’s job duties, with or without reasonable  accommodation, (i) for a period of three (3) consecutive months, or (ii) for shorter periods aggregating ninety (90) calendar days during any twelve (12) month period.  If the Company terminates the Employee’s employment under this **Section 2(c)**, the Company’s obligation to the Employee shall be limited solely to the payment of unpaid base salary accrued up to the effective date of termination plus any accrued but unpaid benefits to the effective date of termination, and any unpaid bonus earned in accordance with the then applicable bonus plan or program to the effective date of termination.  Any such accrued and earned but unpaid amounts shall be paid to the Employee as soon as reasonably practicable but in no event later than the Company’s next regularly scheduled payroll date following the effective date of termination.

**(d) Termination upon Death**. If the Employee dies, this Agreement shall terminate, except that the Employee’s legal representatives shall be entitled to receive the base salary and other accrued benefits earned up to the date of the Employee’s death.  Any such accrued and earned but unpaid amounts shall be paid to the Employee’s legal representative as soon as reasonably practicable but in no event later than the Company’s next regularly scheduled payroll date following the effective date of termination or, if later, as soon as reasonably practicable following appointment of a legal representative.

**3. Change of Control .**

**(a)**Anything in this Agreement to the contrary notwithstanding, if, upon or within one (1) year of a Change of Control (as defined below), the Company or a succeeding entity terminates the Employee’s employment without Cause (as defined above), the Company or the succeeding entity’s obligation to the Employee shall be (i) unpaid base salary, bonus and benefits accrued up to the effective date of termination, and (ii) a lump sum payment equal to the Employee’s then-current base salary for a period of twelve (12) months.  In the event of a without Cause Change of Control termination by the Company, the payments set forth in this **Section 3(a)**shall be in lieu of, and not in addition to, any severance pay or benefits set forth in **Section 2(b)**of this Agreement.  As a condition to the Employee’s receipt of the post-employment payments and benefits under this **Section 3(a)**(other than the payments described in clause (i) of the first sentence of this paragraph), the Employee must be in compliance with **Section 1**of this Agreement, and must, on or before the 30th day following the effective date of termination, deliver to the Company an irrevocable general release of claims agreement in favor of the Company and related entities and individuals in such form as may be prescribed by the Company.  The amount described in clause (i) of the first sentence of this paragraph shall be paid to the Employee as soon as reasonably practicable but in no event later than the Company’s next regularly scheduled payroll date following the effective date of termination, and the post-employment severance described in clause (ii) of the first sentence of this paragraph shall be paid in a single lump sum on the first business day after the 30th day following the effective date of termination.  For the avoidance of doubt, no payment or benefit shall ever be due to the Employee under clause (ii) of the first sentence of this paragraph unless the Employee has delivered the irrevocable general release of claims agreement described above on or before the 30th day following the effective date of termination.

**(b) Change of Control Defined**. For purposes of this Agreement, a “ ***Change of Control***” means: (i) the consummation of any merger, consolidation, exchange, or reorganization to which the Company is a party if the individuals and entities who were stockholders of the Company immediately prior to the effective date of such transaction have, immediately following the effective date of such transaction, beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of less than fifty percent (50%) of the total combined voting power of all classes of securities issued by the surviving entity; (ii) a sale, lease or other transfer of all or substantially all of the assets of the Company to any person or entity which is not an affiliate of the Company; or (iii) the acquisition, without prior approval by resolution adopted by the Company’s Board of Directors, of direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of securities of the Company representing, in the aggregate, more than fifty percent (50%) of the total combined voting power of all classes of the Company’s then-issued and outstanding securities by any person or entity or by a group of associated persons or entities acting in concert; provided, however, that a Change of Control will not be deemed to occur if such acquisition is initiated by the Employee or an entity in which the Employee owns fifty percent (50%) or more of the total combined voting power of all classes of such entity’s securities, or if the Employee or such entity is a member of the group of associated persons or entities acting in concert.  In all cases, the determination of whether a Change of Control has occurred shall be made in accordance with Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations, notices and other guidance of general applicability issued thereunder.

**4. Tax Withholding .** The Company shall withhold from amounts payable to the Employee hereunder all applicable federal, state or local income or employment taxes.

**5. Confidentiality .** The Employee hereby agrees not to disclose any information concerning the contents or terms of this Agreement to anyone except the Employee’s attorney, accountant, financial adviser or members of the Employee’s immediate family, unless required by law.  If the Employee fails to comply with this confidentiality clause, the Company shall be relieved of all of its obligations under this Agreement.

**6. No Right to Employment .** Neither this Agreement nor any action taken pursuant to this Agreement shall be construed as giving the Employee any right to be retained in the employ of the Company.

**7. Attorneys’ Fees .** The Employee agrees that the Company shall be entitled to its reasonable attorneys’ fees and costs incurred in connection with any enforcement effort undertaken pursuant to the terms of this Agreement.

**8. Survival .** This Agreement shall remain in full force and effect after the termination of the Employee’s employment with respect to those provisions which require the Employee to perform or not to perform

certain actions, including the restrictive covenants contained in **Section 1**of this Agreement and any obligations for the payment of attorneys’ fees and costs in accordance with the provisions hereof.

**9. Governing Law .** The validity, interpretation, construction and performance of this Agreement will be governed by and construed in accordance with the substantive laws of the State of Illinois, without giving effect to the principles of conflict of laws of such State, except as expressly provided herein.  In any court action to enforce the provisions of this Agreement, the parties consent to the jurisdiction of the state and federal courts in Illinois and further agree that venue is proper in the Circuit Court of Cook County, Illinois and/or the United States District Court for the Northern District of Illinois

**10. Amendment .** This Agreement may not be amended or modified except by written agreement signed by the Employee and the Company.

**11. Assignment .** The Employee may not assign, pledge or encumber this Agreement or any interest herein.  This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the successors and assigns of the Company.

**12. Counterparts .** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

**13. Integration .** This Agreement comprises the entire agreement of the parties hereto regarding the subject matter hereof.

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

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|  | **NORCOTT, INC.** |  |  | **AMIR ABBAS** | | | |
|  |  |  |  |  | | | |
|  | By : /s/ Helen Base |  |  | /s/ Amir Abbas | | | |

Name: Helen Base

Title:     President and CEO

**Non-CompA#24**

 EX-10.1

**Exhibit 10.1**

Execution Copy

**EMPLOYMENT AGREEMENT**

This Employment Agreement (the “**Agreement**”) is made and entered into as of January 27, 2023, by and between Schorr Products, Inc., an Illinois corporation (the “**Company**”) and Leif Erickson (the “**Executive**”).

WHEREAS, the parties hereto previously entered into that certain Employment Agreement dated August 29, 2012, (the “**Prior Agreement**”); and

WHEREAS, the parties wish to supersede the Prior Agreement in its entirety and have this Agreement, and not the Prior Agreement, govern the terms and conditions of Executive’s continued employment with the Company.

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations set forth herein, the parties agree as follows:

1. At Will Employment. The Company hereby agrees to continue to employ Executive on an “at will” basis, and Executive’s employment by the Company may be terminated at any time at the option of the Company or Executive, as the case may be, on the terms and subject to the conditions set forth in this Agreement.

2. Position and Duties. Executive will serve as the Executive Vice President and Chief Financial Officer of the Company, and as the Executive Vice President and Chief Financial Officer of Spread Group, Inc., a Delaware corporation (“**SPREAD**” or “**Parent**”), or in each case, in such other capacity mutually agreed to between Executive and the Company or Parent by written amendment of this Agreement. Executive’s duties and authorities will consist of all duties and authority customarily performed and held by persons holding equivalent positions in companies similar in nature and size to the Company and Parent or as such duties and authority are reasonably defined, modified and delegated from time to time by the Board of Directors of Parent (the “**Board**”). Executive will report to the President and Chief Executive Officer of Parent and the entire Board. Executive hereby acknowledges that he has a fiduciary responsibility and duty of loyalty to the Company and Parent hereunder. For so long as Executive remains employed, Executive shall, on a full-time basis, devote his best efforts and his entire business time, energy, attention, knowledge and skill solely and exclusively to advance the interests, products and goodwill of the Company and Parent. Executive shall diligently, competently and faithfully perform the duties assigned to him by the Company and Parent from time to time.

The duties and services to be performed by Executive hereunder shall be substantially rendered at the Company’s headquarters in Chicago, Illinois, except for travel on the Company’s business incident to the performance of Executive’s duties. Executive will not, without the written consent of the Board, which consent shall not be unreasonably withheld: (i) render service to others for compensation, or (ii) serve on any board or governing body of another entity. If an outside activity subsequently creates a conflict with the Company’s business or prospective business, Executive agrees to cease engaging in such activity at such time. Executive will observe and adhere to all applicable written Company policies and procedures adopted from time to time, such as they now exist or hereafter are supplemented, amended, modified or restated.

3. Compensation.

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(a) Base Salary. Executive will receive a base salary of $435,000 per annum (the “**Base Salary**”), as modified pursuant to the next sentence, payable in accordance with the Company’s customary payroll practices (including, but not limited to, practices regarding timing and withholding) as may be in effect from time to time. The Base Salary will be subject to periodic review by the Compensation Committee of the Board (the “**Committee**”), and may be increased by the Committee at any time.

(b) Incentive Plans and Bonuses. Executive will be eligible for additional performance based compensation, at an annual target payout level of no less than 80% of Base Salary, based upon Executive’s ability to meet or exceed the targeted expectations applicable to his position, as the Committee in its sole discretion determines and in accordance with and subject to the terms of any applicable performance based compensation plan or program. For partial years of service, any bonus that Executive may receive will be pro-rated based on the number of days Executive was employed during the year. Notwithstanding the forgoing, Executive must remain continuously employed through the end of the bonus determination period to be eligible to receive an annual bonus for a given fiscal year.

(c) Equity Award. On or as soon as practicable after the date of this Agreement, Parent will grant Executive the following stock options (“**Options**”) pursuant to the Spread Group, Inc. Equity Compensation Plan, as amended and restated effective October 17, 2022 (as amended on November 10, 2022, and as the same may be further amended from time to time, the “**Equity Compensation Plan**”): (A) 48,000 Options with an exercise price of $55.00 per share; (B) 15,000 Options with an exercise price of $80.00 per share; (C) 30,000 Options with an exercise price of $110.00 per share; and (D) 30,000 Options with an exercise price of $140.00 per share. Each of the four tranches of Options will vest in 20% installments on each of January 27, 2024, April 1, 2024, April 1, 2025, April 1, 2026, and April 1, 2027, respectively, subject in all respects to the terms and conditions of the applicable Option award agreement and the Equity Compensation Plan. Except as otherwise set forth in the applicable Option award agreement, the Options will expire on the 10 year anniversary of the grant date.

(d) Special Equity Incentive. On or as soon as practicable after the date of this Agreement, Parent will grant Executive a one-time special equity incentive of 10,000 restricted stock units (“**RSUs**”) pursuant to the Equity Compensation Plan. The RSUs will vest in 20% installments on each of January 27, 2024, April 1, 2024, April 1, 2025, April 1, 2026, and April 1, 2027, respectively, subject in all respects to the terms and conditions of the applicable RSU award agreement and the Equity Compensation Plan.

(e) Benefit Plans. Executive shall be eligible to participate in the Company’s health and welfare benefit plans and programs that are generally available to Company employees from time to time (“**Benefit Plans**”), subject to the terms and conditions of such plans. The Company and Parent reserve the right to amend, modify or terminate any Benefit Plans at any time and for any reason.

4. Termination of Employment.

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(a) Termination for Cause. Without limitation of the “at will” basis of Executive’s employment by the Company, the Company may terminate Executive’s employment for “Cause,” where “**Cause**” means any of the following:

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|  | (i) | violation by Executive of any agreement between Executive and the Company or any law relating to non-competition, trade secrets, inventions, non-solicitation, non-disparagement or confidentiality; |

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|  | (ii) | material breach or default of any of Executive’s duties or other obligations or covenants under this Agreement (except where such breach or default is due to Executive becoming disabled, as described in Section 4(d) and which shall be governed by Section 4(d)), that has not been cured within thirty (30) days of written notice thereof to Executive; |

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|  | (iii) | Executive’s gross negligence, dishonesty or willful misconduct; |

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|  | (iv) | any act or omission by Executive which has a material adverse effect on the Company’s business, reputation, goodwill or customer relations; |

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|  | (v) | conviction of or pleading guilty or *nolo contendere* to a crime by Executive (other than a non-drug or alcohol related traffic offense); |

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|  | (vi) | any act or omission by Executive which, at the time it occurs, is in material violation of any Company policy, such as they now exist or hereafter are supplemented, amended, modified or restated; or |

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|  | (vii) | an act of fraud or embezzlement or the misappropriation of property by Executive. |

For purposes of this Agreement, Executive’s employment shall be deemed not to have been terminated for Cause unless and until there shall have been delivered to Executive a copy of a resolution of the Board finding that the termination is for Cause, duly adopted by the Board at a meeting called and held in accordance with the Company’s bylaws (with Executive to receive notice of the meeting at the same time as the members of the Board), at which Executive, together with Executive’s counsel (if retained), shall have the right to participate or to present a written response to the Board’s intention to terminate Executive for Cause. Subject to the preceding sentence, the Company may terminate Executive’s employment under this Agreement for Cause (as defined above) at any time, and Executive’s termination for Cause will be effective immediately upon the Company mailing or transmitting written notice of such termination to Executive.

(b) Termination for Good Reason. Without limitation of the “at will” basis of Executive’s employment by the Company, Executive may terminate Executive’s employment for “Good Reason,” where “**Good Reason**” means any of the following:

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|  | (i) | a 10% or greater decrease in Executive’s Base Salary; |

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|  | (ii) | a material diminution in Executive’s authority, duties or responsibilities; |

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|  | (iii) | a material change (with such change not to be less than 50 miles) in the geographic location at which Executive must perform Executive’s services; or |

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|  | (iv) | any other action or inaction that constitutes a material breach by the Company of this Agreement. |

Executive is entitled to terminate Executive’s employment for Good Reason only if:

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|  | (v) | one or more of the conditions constituting Good Reason occurs without Executive’s written consent; |

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|  | (vi) | Executive provides written notice to the Company of the existence of a condition constituting Good Reason within thirty (30) days of the initial occurrence of such condition; |

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|  | (vii) | The Company fails to remedy such condition constituting Good Reason within thirty (30) days of being provided notice of such condition by Executive; and |

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|  | (viii) | Executive voluntarily terminates Executive’s employment within thirty (30) days of the expiration of the remedy period specified in clause (vii) above. |

(c) Termination Due to Death. Executive’s employment under this Agreement will terminate upon the death of Executive.

(d) Termination Due to Disability. Without limitation of the “at will” basis of Executive’s employment by the Company, if Executive becomes disabled as determined by the Company in accordance with the then-current procedures utilized by the Company, the Company may terminate Executive’s employment. Executive agrees that if Executive becomes disabled, Executive will be unable to perform the essential functions of Executive’s position and that there would be no reasonable accommodation which would not constitute an undue hardship to the Company. Executive’s termination due to disability will be effective immediately upon Executive’s receipt of written notice of such termination from the Company. Such written notice shall be deemed received, if mailed first class through the U. S. Postal System, three (3) business days after mailing such written notice to Executive.

(e) Termination Without Cause by the Company. In furtherance of the “at will” basis of Executive’s employment by the Company, the Company may terminate Executive’s employment without Cause upon written notice to Executive. Executive’s termination without Cause will be effective on the date of termination specified by the Company in such written notice. Such written notice shall be deemed received, if mailed first class through the U. S. Postal System, three (3) business days after mailing such written notice to Executive.

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(f) Voluntary Termination by Executive. In furtherance of the “at will” basis of Executive’s employment by the Company, Executive may voluntarily terminate his employment upon oral or written notice to the Company. Executive’s voluntary termination shall be effective as of the time of such oral or, if mailed first class through the U. S. Postal System, three (3) business days after mailing such written notice to Executive.

(g) Simultaneous Termination of Director/Officer Positions. Upon the effective date of termination of Executive’s employment, for any reason whatsoever, Executive will be deemed to have resigned from any position Executive may hold as a fiduciary, director and/or officer of Parent, the Company and any Affiliate of Parent or the Company. Parent and the Company are hereby irrevocably authorized to appoint a nominee to act on Executive’s behalf to execute all documents and do all tasks necessary to effectuate this Section 4(g).

5. Payments Due Upon Termination.

(a) Payments Due Upon Termination for Cause by the Company, or Voluntary Termination by Executive. If the Company terminates Executive’s employment for “Cause” pursuant to Section 4(a) above, or Executive terminates his employment voluntarily pursuant to Section 4(f) above, the Company shall have no obligation to Executive, except:

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|  | (i) | the Company shall pay Executive no later than the next regularly scheduled payroll day any accrued and unpaid Base Salary and any accrued and unused vacation pay through the effective date of Executive’s termination; |

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|  | (ii) | the Company shall pay Executive any additional payments, awards, or benefits, if any, which Executive is eligible to receive pursuant to the terms of any applicable Benefit Plans; and |

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|  | (iii) | Executive shall be entitled to all post-employment benefits required under applicable law. |

The payments set forth in Sections 5(a)(i)-(iii) are collectively referred to herein as “**Accrued Compensation**.”

(b) Payments Due Upon Termination Without Cause by the Company or for Good Reason by Executive. Except as provided in Section 5(c) below, if the Company terminates Executive’s employment without Cause pursuant to Section 4(e) above (other than a termination due to Disability pursuant to Section 4(d)) or if Executive terminates Executive’s employment for Good Reason pursuant to Section 4(b) above (provided that Executive satisfies the timing requirements set forth in Section 4(b) above), the Company shall have no obligation to Executive, except:

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|  | (i) | the Company shall pay Executive any Accrued Compensation; |

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|  | (ii) | the Company shall pay Executive, subject to Section 5(e) below, an aggregate amount equal to 200% of his then current Base Salary, payable in monthly installments, commencing one (1) month after the effective date of Executive’s termination, for a period of twenty-four (24) months (the “**Severance Period**”); and |

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|  | (iii) | Executive shall continue to be covered under the Company’s group health plan pursuant to Section 3(e) above, including any spousal and dependent coverage, at active employee rates (on a taxable basis), for twenty-four (24) months after the effective date of Executive’s termination, and, thereafter, Executive shall be eligible to exercise his rights to Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) continuation coverage with respect to such group health plan for Executive, and, where applicable, Executive’s spouse and eligible dependents, at Executive’s expense. To the extent the benefits of this clause are prohibited by law or otherwise create an adverse tax effect for the health plan, the Company shall instead reimburse Executive for the cost of private health insurance up to the amount of the benefit otherwise available hereunder. |

During the Severance Period under this Section 5(b), Executive shall, upon request of the Company, make himself reasonably available on a limited basis from time to time to consult with the Company regarding the business affairs of the Company, not more than twenty-four (24) hours in any calendar quarter, and at times that do not interfere with Executive’s employment time commitments with any successor employer.

(c) Payments Due Upon Termination Due to Death or Disability. If Executive’s employment is terminated due to death prior to his attainment of age 65 pursuant to Section 4(c) above or if the Company terminates Executive’s employment due to disability prior to his attainment of age 65 pursuant to Section 4(d) above, the Company shall have no obligation to Executive except,

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|  | (i) | the Company shall pay Executive any Accrued Compensation; |

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|  | (ii) | the Company shall pay Executive, an aggregate amount equal to 200% of his then current Base Salary, payable in monthly installments, commencing one (1) month after the effective date of Executive’s death or disability determination, for a period of twenty-four (24) months; and |

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|  | (iii) | Executive’s spouse and dependents shall continue to be covered under the Company’s group health plan, at active employee rates (on a taxable basis), for two (2) years after the date of Executive’s death or disability determination, and, thereafter, Executive’s spouse and dependents shall be eligible to exercise their rights to COBRA continuation coverage with respect to such group health |

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|  | plan, at their expense, including payment of all applicable taxes. To the extent the benefits of this clause are prohibited by law or otherwise create an adverse tax effect for the health plan, the Company shall instead reimburse Executive for the cost of private health insurance up to the amount of the benefit otherwise available hereunder. |

(d) Six (6) Month Delay. If, at the time Executive becomes entitled to payments and benefits under Section 5 of this Agreement (“**Severance Payment**”), Executive is a Specified Executive (within the meaning of Code Section 409A and using the identification methodology selected by the Company from time to time), then, notwithstanding any other provision in Section 5 to the contrary, the following provision shall apply. No Severance Payment considered by the Company in good faith to be deferred compensation under Code Section 409A that is payable upon Executive’s separation from service (as defined and determined under Code Section 409A), and not subject to an exception or exemption thereunder, shall be paid to Executive until the date that is six (6) months after Executive’s effective date of termination. Any such Severance Payment that would otherwise have been paid to Executive during this six-month period shall instead be aggregated and paid to Executive on or as soon as administratively feasible after the date that is six (6) months after Executive’s effective date of termination, but not later than sixty (60) days after such date. Any Severance Payment to which Executive is entitled to be paid after the date that is six (6) months after Executive’s effective date of termination shall be paid to Executive in accordance with the terms of Section 5.

(e) Release. Executive shall not be entitled to receive any of the payments or benefits set forth in Section 5 (excepting any Accrued Compensation), and said payments and benefits shall be forfeited without further action by the Company, unless Executive (or if applicable, Executive’s beneficiaries and/or estate) executes a general release substantially in the form of Exhibit A (the “**General Release**”) and, on or prior to the 60th day following the date of termination (or such shorter period as set forth therein), such General Release becomes effective and irrevocable in accordance with the terms thereof. With respect to any of the payments or benefits pursuant to this Section 5 considered by the Company in good faith to be deferred compensation under Code Section 409A, any amounts that would otherwise be payable during the 60-day period in the absence of the preceding General Release requirement shall be payable and effective on the 60th day after Executive’s termination of employment.

6. Certain Definitions.

(a) The term “**Affiliate**” means, with respect to any specified person or entity, any other person or entity which, directly or indirectly, controls, is under common control with, or is controlled by, such specified person or entity, through one or more intermediaries or otherwise. For purposes of this definition, the term “control” (including the terms “controlling”, “under common control with” and “controlled by”) means the possession, direct or indirect, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

(b) The term “**Code**” shall mean the Internal Revenue Code of 1986, as amended.

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(c) The term “**Code Section 409A**” shall mean Section 409A of the Code and all regulations issued thereunder and applicable guidance thereto.

(d) The term “**Competitive Products, Systems and Services**” shall mean products, systems or services in existence or under development during Executive’s employment with the Company which are the same as or substantially similar to or functional equivalents of those of the SPREAD Entities including, without limitation, those which are or may be provided to the SPREAD Entities’ customers on behalf of the SPREAD Entities by employees, agents, or sales representatives of the SPREAD Entities.

(e) The term “**Confidential Information**” shall mean all information, including, but not limited to, trade secrets disclosed to Executive or known by Executive as a consequence of or through Executive’s employment by the Company, concerning the products, services, systems, customers and agents of the SPREAD Entities, and specifically including without limitation: computer programs and software, unpatented inventions, discoveries or improvements; marketing, organizational and product research and development; marketing techniques; promotional programs; compensation and incentive programs; customer loyalty programs; inventory systems; business plans; sales forecasts; personnel information of other employees, including but not limited to the identity of employees and agents of the SPREAD Entities, their responsibilities, competence, abilities, and compensation; pricing and financial information; customer lists and information on customers or their employees, or their needs and preferences for the SPREAD Entities’ Products, Systems and Services; information concerning planned or pending acquisitions or divestitures; and information concerning purchases of major equipment or property, and which:

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|  | (i) | has not been made generally available to the public; and |

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|  | (ii) | is useful or of value to the current or anticipated business or research or development activities of the SPREAD Entities, or of any customer or supplier of the SPREAD Entities. |

Confidential Information shall not include information which:

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|  | (x) | is in or hereafter enters the public domain through no fault of Executive; |

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|  | (y) | is obtained by Executive from a third party having the legal right to use and to disclose the same without restriction; or |

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|  | (z) | was in the possession of Executive prior to receipt from the SPREAD Entities (as evidenced by Executive’s written records predating the first date of employment with the Company). |

Confidential Information also does not include Executive’s general skills and experience as defined under the governing law of this Agreement.

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(f) The term “**SPREAD Entities**” shall mean Parent, any Subsidiary of Parent and any other entity in which any one or more of them has an ownership interest at any time during Executive’s employment with the Company and during the Restriction Period whether such entity is in the United States or elsewhere.

(g) The term “**SPREAD Entities’ Products, Systems and Services**” means:

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|  | (i) | the acquisition for and the distribution and sale of fasteners, parts, hardware, pneumatics, hydraulic and other flexible hose fittings, tools, safety items and electrical and shop supplies, automotive and vehicular products, chemical specialties, maintenance chemicals and other chemical products, welding products and related items, all as more particularly described in the SPREAD Entities’ sales kits and manuals; |

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|  | (ii) | the sale and distribution and the providing of systems and services related to the items described in Section 6(c)(i); |

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|  | (iii) | the manufacture, sale and distribution of production and specialized parts and supplies described in Section 6(c)(i); |

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|  | (iv) | the provision of just-in-time inventories of component parts described in Section 6(c)(i) to original equipment manufacturers and of maintenance and repair parts described in Section 6(c)(i) to a wide variety of users; and |

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|  | (v) | the provision of in-plant inventory systems and of electronic vendor-managed, inventory systems to various customers, related to the items described in Section 6(c)(i). |

(h) The term “**Restriction Period**” means the period of time in which Executive is employed by the Company and a period of eighteen (18) months after the effective date of Executive’s termination.

(i) The term “**Subsidiary**” means, with respect to any person or entity, any corporation, association or other entity of which more than 50% of the combined voting power is owned, directly or indirectly, by such person or entity and one or more other Subsidiaries of such person or entity.

(j) The term “**Unauthorized Person or Entity**” shall mean any individual or entity who or which has not signed an appropriate secrecy or confidentiality agreement with the SPREAD Entities, or is not a current or target customer with whom Confidential Information is shared in the mutual interest of that person or entity and the SPREAD Entities.

7. Protection of Company Assets.

(a) Non-Competition. Executive expressly agrees that, during the Restriction Period, provided that there shall not have occurred and be continuing any material non-compliance by the Company with its obligations under this Agreement, he shall not, in the United States, Canada and Mexico, directly or indirectly, as an owner, officer, director, employee, agent, advisor,

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financier, or in any other form or capacity, on behalf of himself or any other person, firm or other business entity, engage in or be concerned with any Competitive Products, Systems and Services, or any other duties or pursuits for monetary gain which interfere with or restrict Executive’s activities on behalf of the SPREAD Entities or constitute competition with the business of the SPREAD Entities as conducted or proposed to be conducted during the term of this Agreement or, with respect to applicable periods following Executive’s termination, as conducted or proposed to be conducted as of the date of Executive’s termination. The foregoing notwithstanding, nothing herein contained shall be deemed to prevent Executive from investing his money in the capital stock or other securities of any entity (including publicly traded securities and private equity investments); provided that Executive does not own more than a one percent (1%) interest therein and has no role in such entity other than as a passive investor.

(b) Confidentiality. Executive hereby acknowledges that, during the course of Executive’s employment, Executive has and will learn or develop Confidential Information in trust and confidence. Executive agrees to use the Confidential Information solely for the purpose of performing his duties hereunder and not for his own private use or commercial purposes. Executive acknowledges that unauthorized disclosure or use of Confidential Information, other than in discharge of Executive’s duties, will cause the SPREAD Entities irreparable harm. Except to the extent permitted pursuant to Section 10(p), Executive shall maintain Confidential Information in strict confidence at all times and shall not divulge Confidential Information to any Unauthorized Person or Entity, or use in any manner, or knowingly allow another to use, any Confidential Information, without the Company’s prior written consent, during the term of employment or thereafter, for as long as such Confidential Information remains confidential. Executive further acknowledges that the SPREAD Entities operate and compete internationally and that the SPREAD Entities will be harmed by the unauthorized disclosure or use of Confidential Information regardless of where such disclosure or use occurs, and that therefore this confidentiality agreement is not limited to any single state or other jurisdiction.

(c) Non-Solicitation. During the Restriction Period, provided that there shall not have occurred and be continuing any material non-compliance by the Company with its obligations under this Agreement, Executive shall not, directly or indirectly, for himself or on behalf of any person, firm or other entity, solicit, induce or encourage any person to leave her/his employment, agency or office with the SPREAD Entities. During the Restriction Period, provided that there shall not have occurred and be continuing any material non-compliance by the Company with its obligations under this Agreement, Executive shall not, directly or indirectly, for himself or on behalf of any person, firm or other entity, hire or retain or participate in hiring or retaining any person who then is an employee of or agent for the SPREAD Entities or any person who has been an employee of or agent for the SPREAD Entities at any time in the ninety (90) days prior to termination of Executive’s employment, unless the Company is informed and gives its approval in writing prior to the hiring or retention.

Given Executive’s office and his participation in the development, sales, marketing, servicing and provision of the SPREAD Entities’ Products, Systems and Services, Executive acknowledges that Executive has and will learn or develop Confidential Information relating to the development, sales, marketing, servicing or provision of the SPREAD Entities’ Products, Systems and Services, and the SPREAD Entities’ customers and prospective customers. Executive further acknowledges that the SPREAD Entities’ relationships with its customers have substantial value to the

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SPREAD Entities. Therefore, during the Restriction Period, provided that there shall not have occurred and be continuing any material non-compliance by the Company with its obligations under this Agreement, Executive shall not, directly or indirectly, for himself or on behalf of any person, firm or other entity, solicit or sell, attempt to sell, or supervise, participate in, or assist the sale or solicitation of Competitive Products and Systems to any person, firm or other entity to which the SPREAD Entities sold any of the SPREAD Entities’ Products, Systems and Services during the last two (2) years of Executive’s employment with the Company prior to the effective date of termination. However, this Section 7(c) shall not prohibit the solicitation of any actual or potential customer of the SPREAD Entities which does not fall within the preceding description. This Section 7(c) is independent of the obligations of confidentiality under this Agreement and the non-compete provisions of this Agreement.

(d) Return of Property. All notes, lists, reports, sketches, plans, data contained in computer hardware or software, memoranda or other documents concerning or related to the SPREAD Entities’ business which are or were created, developed, generated or held by Executive during employment, whether containing or relating to Confidential Information or not, are the property of the SPREAD Entities and shall be promptly delivered to the Company upon termination of Executive’s employment for any reason whatsoever. During the course of employment, Executive shall not remove any of the above property, including but not limited to, Confidential Information, or reproductions or copies thereof, or any apparatus containing any such property or Confidential Information, from the Company’s premises without prior written authorization from the Company, other than in the normal execution of Executive’s duties.

(e) Assignment of Intellectual Property Rights. Executive agrees to assign to the Company any and all intellectual property rights including patents, trademarks, copyrights and business plans or systems developed, authored or conceived by Executive, whether alone or jointly, while employed by and relating to the business of the SPREAD Entities. Executive agrees to cooperate with the Company to perfect ownership rights thereof in the Company. This agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the SPREAD Entities was used and which was developed entirely on Executive’s own time, unless: (i) the invention relates to the business of the SPREAD Entities or to actual or demonstrably anticipated research or development of the SPREAD Entities; or (ii) the invention results from any work performed by Executive for the SPREAD Entities.

(f) Unfair Trade Practices. During the term of this Agreement and at all times thereafter, Executive shall not, directly or indirectly, engage in or assist others in engaging in any unfair trade practices with respect to the SPREAD Entities.

(g) Non-Disparagement. During Executive’s employment and following the termination of Executive’s employment with the Company for any reason, subject to Section 10(p), Executive shall not knowingly make any disparaging or defamatory statements, whether written or oral, regarding the Company, the SPREAD Entities, or any of their officers, directors, or employees.

(h) Remedies. Executive acknowledges that failure to comply with the terms of this Section 7 will cause irreparable loss and damage to the Company. Therefore, Executive agrees that, in addition and cumulative to any other remedies at law or equity available to the Company for Executive’s breach or threatened breach of this Agreement, the Company is entitled

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to specific performance or injunctive relief against Executive to prevent such damage or breach, and a temporary restraining order and preliminary injunction may be granted to the Company for this purpose immediately at its request upon commencement of any suit, without prior notice and without posting any bond. The existence of any claim or cause of action Executive may have against the Company will not constitute a defense thereto. In addition, the Company will be relieved of any obligation to provide to Executive any and all termination payments and benefits (excepting Accrued Compensation) which would otherwise accrue, be continued, or become due and payable under this Agreement following such breach or threatened breach, except that such payments and benefits shall accrue during the period of alleged threatened breach or alleged breach and shall be due and payable to Executive immediately upon either (a) a determination by the Company or arbitrator or court, or (b) agreement of the parties, that Executive was not in breach. Each party agrees that all remedies expressly provided for in this Agreement are cumulative of any and all other remedies now existing at law or in equity. In addition to the remedies provided in this Agreement, the parties will be entitled to avail themselves of all such other remedies as may now or hereafter exist at law or in equity for compensation, and for the specific enforcement of the covenants contained in this Agreement. Resort to any remedy provided for in this Section 7 or provided for by law will not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies, or preclude a recovery of monetary damages and compensation. Each party agrees that no party hereto shall be required to post a bond or other security to seek an injunction. In the event that a court of competent jurisdiction declares that any of the remedies outlined in this Section 7(h) are unavailable as a matter of law, the remainder of the remedies outlined in this Section 7(h) shall remain available to the Company.

(i) Enforceability. If any of the provisions of this Section 7 are deemed by a court or arbitrator having jurisdiction to exceed the time, geographic area or activity limitations the law permits, the limitations will be reduced to the maximum permissible limitation, and Executive and the Company authorize a court or arbitrator having jurisdiction to reform the provisions to the maximum time, geographic area and activity limitations the law permits; provided, however, that such reductions apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.

(j) Sufficiency of Consideration. Executive acknowledges that the consideration that Executive will receive pursuant to this Agreement serves as sufficient consideration for Executive’s promises to abide by the restrictive covenants set forth in this Section 7.

(k) Notices. The Company hereby advises Executive to consult with an attorney before entering into this Agreement. The parties acknowledge and agree that Employee was given at least fourteen (14) calendar days to consider this Agreement.

8. Governing Law and Disputes.

(a) This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois, without regard to its conflict of law principles.

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(b) The Company and Executive agree to attempt to resolve any employment-related dispute between them quickly and fairly, and in good faith. Should such a dispute remain unresolved, the Company and Executive irrevocably and unconditionally agree to submit to the exclusive jurisdiction of the courts of the State of Illinois and of the United States located in Chicago, Illinois over any suit, action or proceeding arising out of or relating to this Agreement. The Company and Executive irrevocably and unconditionally agree to personal jurisdiction and venue of any such suit, action or proceeding in the courts of the State of Illinois or of the United States located in Chicago, Illinois.

9. Cooperation After Termination of Employment. Following the termination of Executive’s employment by the Company, regardless of the reason for termination, Executive will reasonably cooperate with the Company and Parent in the prosecution or defense of any claims, controversies, suits, arbitrations or proceedings involving events occurring prior to the termination of this Agreement. Executive acknowledges that in light of his position as President of the Company, he is in the possession of Confidential Information that may be privileged under the attorney-client and/or work product privileges. Executive agrees to maintain the confidences and privileges of the Company and Parent and acknowledges that any such confidences and privileges belong solely to the Company and Parent and can only be waived by the Company or Parent, as applicable, not Executive. In the event Executive is subpoenaed to testify or otherwise requested to provide information in any matter, including without limitation, any court action, administrative proceeding or government audit or investigation, relating to the Company or Parent, Executive agrees that: (a) he will promptly notify the Company and Parent of any subpoena, summons or other request to testify or to provide information of any kind no later than three (3) days after receipt of such subpoena, summons or request and, in any event, prior to the date set for him to provide such testimony or information; (b) he will cooperate with the Company and Parent with respect to such subpoena, summons or request for information; (c) he will not voluntarily provide any testimony or information without permission of the Company unless otherwise required by law or in accordance with Section 10(p); and (d) he will permit the Company to be represented by an attorney of the Company’s choosing at any such testimony or with respect to any such information to be provided, and will follow the instructions of the attorney designated by the Company with respect to whether testimony or information is privileged by the attorney-client and/or work product privileges of the Company or Parent, unless otherwise required by law. The parties agree that the Company shall be responsible for all reasonable expenses of Executive incurred in connection with the fulfillment of Executive’s obligations under this Section 9, including the reimbursement of reasonable attorney’s fees of one separate legal counsel for Executive if the need for separate legal counsel is reasonably necessary under the totality of the circumstances. The parties agree and acknowledge that nothing in this Section 9 is meant to preclude Executive from fully and truthfully cooperating with any government investigation or in accordance with Section 10(p).

10. Miscellaneous.

(a) Superseding Effect. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements, and writings, including without limitation the Prior Agreement, between the Company and Executive, and expresses the entire agreement between the parties with respect to Executive’s employment by the Company; provided, however, that the terms of any Benefit Plans will remain applicable to the particular Benefit Plan, except as expressly modified herein. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation,

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commitment, agreement or writing will have no further rights or obligations thereunder. The parties agree and acknowledge that the definitions of terms applicable to this Agreement may be different than the definitions of those same terms in Benefit Plans and may result in seemingly contradictory results. The parties agree and acknowledge that such seemingly contradictory results are intended, and that this Agreement shall be governed solely by the terms and definitions set forth herein and that the Benefit Plans shall be governed solely by the terms and definitions set forth in the Benefit Plans, except as expressly modified herein.

(b) Amendment and Modification. Except as provided in Section 10(c), neither Executive nor the Company may modify, amend or waive the terms of this Agreement other than by a written instrument signed by Executive and the Company. Either party’s waiver of the other party’s compliance with any specific provision of this Agreement is not a waiver of any other provision of this Agreement or of any subsequent breach by such party of a provision of this Agreement. No delay on the part of any party in exercising any right, power or privilege hereunder will operate as a waiver thereof.

(c) Section 409A. It is also the intention of this Agreement that all income tax liability on payments made pursuant to this Agreement or any Benefit Plans be deferred until Executive actually receives such payment to the extent Code Section 409A applies to such payments, and this Agreement shall be interpreted in a manner consistent with this intent. Therefore, if any provision of this Agreement or any Benefit Plans is found not to be in compliance with any applicable requirements of Code Section 409A, that provision will be deemed amended and will be construed and administered, insofar as possible, so that this Agreement and any Benefit Plans, to the extent permitted by law and deemed advisable by the Company, do not trigger taxes and other penalties under Code Section 409A; provided, however, that Executive will not be required to forfeit any payment otherwise due without his written consent. In the event that, despite the parties’ intentions, any amount hereunder becomes taxable prior to the date that it would otherwise be paid, the Company shall pay to Executive (which payment may be made in whole or in part by way of direct remittance to appropriate tax authorities) the portion of such amount needed to pay applicable income and excise taxes and any interest or other penalties on such amounts. Any remaining portion of such amount shall be paid to Executive at the time otherwise specified in this Agreement, subject to Section 5(d).

Solely for purposes of determining the time and form of payments due under this Agreement or otherwise in connection with his termination of employment with the Company and that are subject to Code Section 409A, Executive shall not be deemed to have incurred a termination of employment unless and until he shall incur a “separation from service” within the meaning of Code Section 409A. It is intended that each payment or installment of a payment and each benefit provided under this Agreement shall be treated as a separate “payment” for purposes of Code Section 409A. All reimbursements and in-kind benefits provided under the Agreement shall be made or provided in accordance with the requirements of Code Section 409A to the extent that such reimbursements or in-kind benefits are subject to Code Section 409A, including, where applicable, the requirements that (i) any reimbursement is for expenses incurred during Executive’s lifetime (or during a shorter period of time specified in this Agreement), (ii) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year (except that a plan providing medical or health benefits may impose a generally applicable limit on the amount that may be reimbursed or paid), (iii) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred and (iv) the right to reimbursement is not subject to set off or liquidation or exchange for any other benefit.

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Nothing in this Section 10(c) increases the Company’s obligations to Executive under this Agreement or any Benefit Plans. Executive remains solely liable for any taxes, including but not limited to any penalties or interest due to Code Section 409A or otherwise, on the payments made hereunder or under any Benefit Plans. The preceding provisions shall not be construed as a guarantee by the Company of any particular tax effect for payments made pursuant to this Agreement or any Benefit Plans.

(d) Parachute Payments. Notwithstanding anything to the contrary herein or in any Benefit Plan, in the event it shall be determined that any monetary amounts or benefits due or payable by the Company to Executive (whether paid or payable, or due or distributed) are or will become subject to any excise tax under Section 4999 of the Code (collectively “**Excise Taxes**”), then the amounts or benefits otherwise due or payable to Executive pursuant to this Agreement or any Benefit Plans shall be reduced to the extent necessary so that no portion of such amounts or benefits shall be subject to the Excise Taxes, but only if (i) the net amount of such amounts and benefits, as so reduced (and after the imposition of the total amount of taxes under federal, state and local law on such amounts and benefits), is greater than (ii) the excess of (A) the net amount of such amounts and benefits, without reduction (but after imposition of the total amount of taxes under federal, state and local law) over (B) the amount of Excise Taxes to which Executive would be subject on such unreduced amounts and benefits.

If it is determined that Excise Taxes will or might be imposed on Executive in the absence of such reduction, the Company and Executive shall make good faith efforts to seek to identify and pursue reasonable action to avoid or reduce the amount of Excise Taxes; provided, however, that this sentence shall not be construed to require Executive to accept any further reduction in the amount or benefits that would be payable to him in the absence of this sentence.

All determinations required to be made under this Section 10(d), including whether reduction is required, the amount of such reduction and the assumptions to be utilized in arriving at such determination, shall be made in good faith by an independent accounting firm selected by the Company in accordance with applicable law (the “**Accounting Firm**”). All fees and expenses of the Accounting Firm shall be borne solely by the Company.

(e) Withholding. The Company will reduce its compensatory payments to Executive hereunder for withholding and FICA and Medicare taxes and any other withholdings and contributions required by law.

(f) Severability. If the final determination of an arbitrator or a court of competent jurisdiction declares, after the expiration of the time within which judicial review (if permitted) of such determination may be perfected, that any term or provision of this Agreement is invalid or unenforceable, the remaining terms and provisions will be unimpaired, and the invalid or unenforceable term or provision will be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. Any prohibition or finding of unenforceability as to any provision of this Agreement in any one jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

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(g) Mitigation. Executive shall not be required to seek employment or otherwise mitigate Executive’s damages in order to be entitled to the benefits and payments to which Executive is entitled under this Agreement.

(h) Expenses. Each of the Company and Executive will bear its own expenses in connection with the negotiation of this Agreement and the resolution of any disputes hereunder.

(i) Binding Agreement; Assignment. The Agreement is binding upon and shall inure to the benefit of Executive’s heirs, executors, administrators or other legal representatives, upon the successors of the Company and upon any entity into which the Company merges or consolidates. The Company shall assign or otherwise transfer this Agreement and all of its rights, duties, obligations or interests under it or to any successor to all or substantially all of its assets. Upon such assignment or transfer, any such successor will be deemed to be substituted for the Company for all purposes. Executive may not assign or delegate the obligations of Executive under this Agreement.

(j) Interpretation. This Agreement will be interpreted without reference to any rule or precept of law that states that any ambiguity in a document be construed against the drafter.

(k) Executive Acknowledgment. Executive acknowledges that Executive has read and understands this Agreement and is entering into this Agreement knowingly and voluntarily.

(l) Continuing Obligations. Notwithstanding the termination of Executive’s employment hereunder for any reason or anything in this Agreement to the contrary, all post-employment rights and obligations of the parties, including but not limited to those set forth in Sections 5, 7, 8, and 9, and any provisions necessary to interpret or enforce those rights and obligations under any provision of this Agreement, will survive the termination or expiration of this Agreement and remain in full force and effect for the applicable periods.

(m) Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(n) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(o) Notice. Any notice by any party to the other party must be mailed by registered or certified mail, postage prepaid, to the address specified below, or to any change of address indicated by either party upon receipt of written notice of same:

Leif Erickson

At the address on file with the Company

Schorr Products, Inc.

Chicago, IL 60631

Attention: General Counsel

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Notice will be deemed received on the third business day following the day on which it was mailed, postage prepaid.

(p) Permitted Reports and Disclosures. Notwithstanding anything in this Agreement to the contrary (including without limitation Sections 7(b), 7(g), and 10), Executive understands that: (i) Executive may report possible violations of federal, state or local law or regulation, including alleged criminal conduct or alleged unlawful employment practices, to any governmental agency or entity or to law enforcement, and may make other disclosures that are protected under federal, state and local law or regulation; (ii) Executive may participate in a proceeding with any federal, state or local government agency enforcing discrimination laws; (iii) Executive may make truthful statements and disclosures required by law, regulation, or legal process; and (iv) he may request and receive confidential legal advice. Executive also understands that nothing in this Agreement requires Executive to obtain prior authorization from the Company to make any such reports or disclosures to any governmental agency or entity or to notify the Company that Executive has made such reports or disclosures. Moreover, Executive understands that he may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (a) in confidence to a federal, state, or local government official, either director or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Without prior authorization of the Company, however, the Company does not authorize Executive to disclose to any third party (including any government official or any attorney Executive may retain) any communication and/or document that is covered by the Company’s attorney-client privilege.

(q) Executive represents that Executive is able to continue this job and carry out the work that it would involve without breaching any legal restrictions on Executive’s activities, such as non-competition, non-solicitation or other work-related restrictions imposed by a current or former employer. Executive also represents that Executive will inform the Company about any such potential restrictions and provide the Company with as much information about them as possible, including any agreements between Executive and his current or former employer describing such restrictions on Executive’s activities. Executive further represents that he will not remove or take any documents or proprietary data or materials of any kind, electronic or otherwise, from Executive’s current or former employer to the Company without written authorization from such current or former employer, nor will Executive use or disclose any such confidential information during the course and scope of Executive’s employment with the Company.

**[SIGNATURE PAGE FOLLOWS]**

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

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| EXECUTIVE: | | |
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| /s/ Leif Erickson | | |
| Leif Erickson | | |
|  | | |
| SCHORR PRODUCTS, INC. | | |
|  |  | |
| By: |  | /s/ Felix Buonvita |
| Name: Felix Buonvita | | |
| Title: President & CEO | | |

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**EXHIBIT A**

**CONFIDENTIAL GENERAL RELEASE**

In consideration of the payments and other benefits set forth in Section 5 of the Employment Agreement dated as of January 27, 2023 (hereinafter the “**Agreement**”) made and entered into by and between Leif Erickson (hereinafter the “**Executive**”) and Schorr Products, Inc., an Illinois corporation (hereinafter the “**Employer**”), Executive hereby executes this Confidential General Release (hereinafter the “**Release**”):

1. Executive hereby affirms the applicability of post-employment obligations of the Agreement, including without limitation, the covenants and obligations contained in Section 7 of the Agreement.

2. Executive hereby releases Employer, its past and present parents, subsidiaries, affiliates, predecessors, successors, assigns, related companies, entities or divisions, its or their past and present employee benefit plans, trustees, fiduciaries and administrators and any and all of its and their respective past and present officers, directors, partners, insurers, agents, representatives, attorneys and employees (all collectively included in the term the “Employer” for purposes of this release), from any and all claims, demands or causes of action which Executive, or Executive’s heirs, executors, administrators, agents, attorneys, representatives or assigns (all collectively included in the term “Executive” for purposes of this release), have, had or may have against Employer, based on any events or circumstances arising or occurring prior to and including the date of Executive’s execution of this Release to the fullest extent permitted by law, regardless of whether such claims are now known or are later discovered, including but not limited to any claims relating to Executive’s employment or termination of employment by Employer, any rights of continued employment, reinstatement or reemployment by Employer, and any costs or attorneys’ fees incurred by Executive (collectively, the “**Released Claims**”); provided, however, Executive is not waiving, releasing or giving up any rights Executive may have to workers’ compensation benefits, to vested benefits under any pension or savings plan, to payment of earned and accrued but unused vacation pay, to continued benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, to unemployment insurance, to any vested Equity Awards, to any vested awards or benefits under or any Benefit Plan, to indemnification (x) provided by Schorr Products, Inc., a Delaware corporation, pursuant to the Delaware General Corporation Law or its certificate of incorporation or bylaws or the Indemnification Agreement dated as of [August 29, 2012] between Schorr Products, Inc., a Delaware corporation, and Executive, or (y) provided by Employer pursuant to the Illinois Business Corporation Act or its articles of incorporation or bylaws, in each case as they exist on the date of Executive’s termination of employment, or to enforce the terms of the Agreement, or any other right which cannot be waived as a matter of law. In the event any claim or suit is filed on Executive’s behalf with respect to a Released Claim, Executive waives any and all rights to receive monetary damages or injunctive relief in favor of Executive from or against the Company.

3. Executive agrees and acknowledges: that this Release is intended to be a general release that extinguishes all Released Claims by Executive against Employer; that Executive is waiving any claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the

Ex. A-1

Employee Retirement Income Security Act, the Family and Medical Leave Act, the Equal Pay Act, the Worker Adjustment and Retraining Notification Act, the Uniformed Services Employment and Reemployment Rights Act, the Genetic Information Nondiscrimination Act, the Fair Credit Reporting Act, the Rehabilitation Act, the Illinois Human Rights Act, the Illinois Right to Privacy in the Workplace Act, the Illinois Equal Pay Act, the Illinois Worker Adjustment and Retraining Notification Act, the Illinois Victims’ Economic Security and Safety Act, the Illinois Family Military Leave Law, the Illinois Whistleblower Act, the Illinois Biometric Information Privacy Act, and all other federal, state and local statutes, ordinances and common law, including but not limited to any and all claims alleging personal injury, emotional distress or other torts, to the fullest extent permitted by law; that Executive is waiving all Released Claims against Employer, known or unknown, arising or occurring prior to and including the date of Executive’s execution of this Release; that the consideration that Executive will receive in exchange for Executive’s waiver of the Released Claims exceeds anything of value to which Executive is already entitled; that Executive has entered into this Release knowingly and voluntarily with full understanding of its terms and after having had the opportunity to seek and receive advice from counsel of Executive’s choosing; and that Executive has had a reasonable period of time within which to consider this Release. Executive represents that Executive has not assigned any claim against Employer to any person or entity. Executive acknowledges that Executive has no right to any future employment with Employer, that Executive has received all compensation, benefits, remuneration, accruals, contributions, reimbursements, bonuses, vacation pay, and other payments, leave and time off due; and that Executive has not suffered any injury that resulted, in whole or in part, from Executive’s work at Employer that would entitle Executive to payments or benefits under any state worker’s compensation law and the termination of Executive’s employment by Employer is not related to any such injury.

4. Executive represents and warrants that Executive has not engaged in any unlawful or fraudulent conduct in connection with Executive’s employment or duties with Employer; that Executive is not aware of Employer’s violation of any applicable law, rule, regulation and/or binding legal guidance; and that Executive is not aware of Employer’s material non-compliance with any applicable accounting or professional responsibility rule, practice and/or principle.

5. Executive agrees to keep the terms of this Release confidential and not to disclose the terms of this Release to anyone except to Executive’s spouse, attorneys, tax consultants or as otherwise required by law, and agrees to take all steps necessary to assure confidentiality by those recipients of this information. Nothing contained in this Agreement shall be interpreted or construed as requiring non-disclosure with respect to factual information relating to any allegations of sexual harassment or sexual abuse.

6. Executive understands that nothing contained in this Agreement limits: (a) Executive’s ability to file a charge or complaint with or make reports regarding alleged criminal conduct or unlawful employment practices to the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission, law enforcement, or any other federal, state or local governmental agency or commission (“**Government Agencies**”); (b) Executive’s right to disclose information about or testify regarding alleged criminal conduct or unlawful acts in the workplace, including but not limited to discrimination, harassment, retaliation or any other unlawful or potentially unlawful conduct; (c) Executive’s ability to file or disclose any facts necessary to

Ex. A-2

receive unemployment insurance, Medicaid, or other public benefits to which Executive is entitled; (d) Executive’s ability to testify in an administrative, legislative or judicial proceeding concerning alleged criminal conduct or alleged unlawful employment practices when Executive has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from a Government Agency or the legislature; (e) Executive’s ability to assist or communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to Employer; (f) Executive’s right to request or receive confidential legal advice; or (g) Executive’s right to make truthful statements or disclosures regarding unlawful employment practices; *provided, however*, that Executive may not disclose Employer information that is protected by the attorney-client privilege, except as expressly authorized by law. This Agreement does not limit Executive’s right to receive an award for information provided to any Government Agencies.

7. This Agreement does not constitute and will not be construed as an admission by Employer that it has violated any law, interfered with any rights, breached any obligation or otherwise engaged in any improper or illegal conduct with respect to Executive, and Employer expressly denies that it has engaged in any such conduct.

8. Executive hereby agrees and acknowledges that Executive has carefully read this Release, fully understands what this Release means, and is signing this Release knowingly and voluntarily, that no other promises or agreements have been made to Executive other than those set forth in the Agreement or this Release, and that Executive has not relied on any statement by anyone associated with Employer that is not contained in the Agreement or this Release in deciding to sign this Release.

9. This Release will be governed by the laws of the State of Illinois and all disputes arising under this Release must be submitted to a court of competent jurisdiction in Chicago, Illinois. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

10. Executive may accept this Release by delivering an executed copy of the Release to:

Schorr Products, Inc.

Chicago, IL 60631

Attention: General Counsel

on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[insert a date at least twenty one (21) calendar days after Executive’s receipt of this Agreement]**.

Ex. A-3

11. Executive may revoke this Release within seven (7) days after it is executed by Executive by delivering a written notice of revocation to:

Schorr Products, Inc.

Chicago, IL 60631

Attention: General Counsel

no later than the close of business on the seventh (7th) calendar day after this Release was signed by Executive. This Release will not become effective or enforceable until the eighth (8th) calendar day after Executive signs it. If Executive revokes this Release, Employer shall have no obligation to provide the payments and other benefits set forth Section 5 of the Agreement.

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| EXECUTIVE: | | |
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|  | | |
| Name: |  |  |
| Date: |  |  |

Ex. A-4

**Non-CompA#25**

 EX-10.2

**Exhibit 10.2**

**NON-COMPETITION AGREEMENT**

NON-COMPETITION AGREEMENT (this “Agreement”) by and between Grimm Financial Corporation, a Delaware corporation (the “Company”), and Jacob F Soerensen (the “Executive”) dated as of the 15th day of July 2024 (the “Effective Date”).

WHEREAS, in consideration of the Executive entering into the Change in Control Agreement with the Company dated as of the date hereof and the Company’s commitment under Section 1 below to provide the Executive with certain severance benefits if the Executive’s employment is terminated by the Company under the circumstances set forth herein, the Executive is entering into this Agreement, which in addition to the provisions relating to severance benefits, contains provisions that obligate the Executive to comply with certain restrictive covenants while employed by the Company and thereafter;and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt of which is mutually acknowledged, the Company and the Executive (individually a “Party” and together the “Parties”) agree as follows:

1. Severance Benefits.

(a) Notice Period. The Company may terminate the Executive’s employment at any time with or without Cause (as defined below) or notice, and the Executive may resign from employment with the Company following thirty (30) days’ written notice to the Company (the “Notice Period”); provided that in the event of a Qualifying Termination (as defined below), the Executive shall be subject to the notice requirement set forth in the provision to prong (ii) of such definition. The Company, in its sole discretion, may waive the requirement that the Executive remain employed with the Company through the Notice Period by delivering written notice to the Executive, thereby causing the Executive’s resignation to be effective as of the date specified in such written notice from the Company.

(b) Benefits. The Parties agree that if the Executive’s employment terminates under circumstances that constitute a Qualifying Termination, the Company will pay or provide to the Executive the payments and benefits listed below at the time or times specified below (or such later date as contemplated by Section 4 below), subject to the Executive’s continued compliance with the covenants set forth in Section 2 below and the effectiveness of the Release Agreement as provided under Section 1(c) below (in each case, other than with respect to the Accrued Obligations (as defined below)):

(i) continuation of the Executive’s then-current annual base salary for a one (1)-year period commencing on the date of termination, which amount shall be payable in substantially equal installments in accordance with the normal payroll practices of the Company; provided, however, that if the Executive’s annual base salary exceeds the sum of (A) the amount under the separation pay exception under Treasury Regulations Section 1.409A-1(b)(9)(iii) as in effect on the date of termination (i.e., $660,000 for 2023) and (B) the amount that qualifies for the “short-term deferral” exception under Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder

(the “Code”) as of the date of termination, the amount equal to such excess shall be paid to the Executive in a single lump sum on the first payroll date following the date on which the Release Agreement (as defined below) becomes effective;

(ii) a pro rata annual incentive payment in respect of the fiscal year of the Company in which the date of termination occurs equal to the product of (A) the annual incentive amount awarded to the Executive for such fiscal year under the applicable incentive bonus plan of the Company as determined by the Company on a basis no less favorable than annual incentive award determinations made by the Company for the Company’s similarly situated active employees, and (B) a fraction, the numerator of which is the number of full months that have elapsed in the fiscal year of the Company in which the date of termination occurs, and the denominator of which is twelve (12), with such amount to be paid on the date on which the Company otherwise makes cash incentive payments to similarly situated active employees for such fiscal year (but in no event later than March 15 of the year following the fiscal year for which such incentive payment was awarded);

(iii) the continuing provision of medical and/or dental coverage to the Executive and the Executive’s qualified beneficiaries for the shorter of one (1) year from the date of termination and the date on which the Executive commences other employment on a substantially full-time basis, subject to the Executive’s timely election of COBRA continuation coverage under Section 4980B of the Code under the medical and/or dental plans of the Company and timely payment by the Executive to the Company on a monthly basis of the amount equal to the monthly employee portion of the elected coverage based on the rates applicable to active employees of the Company as in effect from time to time; and

(iv) (A) an amount equal to any accrued and unpaid annual base salary through the date of termination, with such amount to be paid as soon as reasonably practicable following the date of termination and in no event later than the normal payroll date for similarly situated active employees for such period of service, and (B) any earned but unpaid annual incentive payment awarded to the Executive in respect of the completed fiscal year of the Company ending prior to the date of termination (or, if the Company has not determined incentive payments for such year, the amount determined by the Company for such year on a basis no less favorable than annual incentive award determinations made by the Company for the Company’s similarly situated active employees), with such incentive payment to be paid on the date on which the Company otherwise makes cash incentive payments to similarly situated employees for such fiscal year (but in no event later than March 15 of the year following the fiscal year for which such incentive payment was awarded, except as otherwise required based on any applicable deferral election) (the amounts in the foregoing clauses (A) and (B) collectively, the “Accrued Obligations”).

(c) Release Requirement. As a condition to the Executive becoming entitled to the severance benefits under Section 1(b) (other than the Accrued Obligations), the Executive shall be required to execute within twenty-one (21) days after the Executive’s termination of employment a general release and waiver in favor of the Company and its affiliates in exactly the form provided by the Company without alteration or addition (the “Release Agreement”), which Release Agreement shall be provided by the Company to the Executive no later than five (5) business days after the date of termination.

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(d) Certain Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

“Qualifying Termination” shall mean (i) a termination of the Executive by the Company other than (A) for Cause or (B) due to the Executive’s death or disability (within the meaning of the Company’s long-term disability plan), or (ii) a resignation of employment by the Executive due to a material reduction by the Company of the Executive’s annual target compensation opportunity (comprising base salary, target annual cash incentive opportunity and target long-term incentive opportunity) from that in effect on the date hereof (other than in connection with reductions that are applicable in substantially the same proportions to other similarly situated employees of the Company generally); provided that the Executive gives the Company written notice of the Executive’s intent to resign within ten (10) days after the occurrence of such alleged event or condition, specifying in reasonable detail the basis for such resignation, and the Company shall have thirty (30) days following receipt of such written notice during which it may remedy the alleged event or condition and, if not remedied, the Executive’s date of termination must occur, if at all, within ten (10) days following the end of such cure period.

“Cause” shall mean any of the following conduct, actions or inactions by the Executive: dishonesty; incompetence; willful misconduct; breach of fiduciary duty; continued failure to perform stated duties after notice from the Company and a reasonable opportunity to cure such failure (to the extent subject to cure as determined by the Company); willful violation of any law, rule, or regulation (other than traffic violations or similar offenses); or material breach of any provision of this Agreement.

2. Covenants.

(a) Confidential Information. While employed by the Company and thereafter, the Executive shall hold in a fiduciary capacity for the benefit of the Company all secret or confidential information, knowledge or data relating to the Company or any of its affiliates and their respective businesses that shall have been obtained by the Executive during the Executive’s employment by the Company or any of its affiliates and which shall not be or become public knowledge (other than by acts by the Executive or representatives of the Executive in violation of this Agreement). After termination of the Executive’s employment with the Company for any reason, the Executive shall not, without the prior written consent of the Company or as may otherwise be required by law or legal process: (i) communicate or divulge any such information, knowledge or data to anyone other than the Company and those designated by it; or (ii) use to the Executive’s advantage or to the detriment of the Company any such information, knowledge or data. The restrictions in this Section 2(a) shall not apply to any information to the extent that the Executive is required to disclose such information by law; provided that the Executive (A) notifies the Company of the existence and terms of such obligation, (B) gives the Company a reasonable opportunity to seek a protective or similar order to prevent or limit such disclosure, and (C) discloses only that information actually required to be disclosed. Notwithstanding any provision of this Agreement to the contrary, nothing contained herein is intended to, or shall be interpreted in a manner that does, limit or restrict the Executive from exercising any legally protected

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whistleblower rights (including pursuant to Rule 21F under the Securities Exchange Act of 1934). Furthermore, notwithstanding anything in this Agreement to the contrary, pursuant to the Defend Trade Secrets Act of 2016, the Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (x) in confidence to a government official or attorney for the purpose of reporting or investigating a suspected violation of law, (y) in a complaint or other document filed in a lawsuit or other proceeding, as long as such filing is made under seal, or (z) to an attorney representing the Executive in a claim for retaliation for reporting suspected violations of law.

(b) Non-Recruitment of Employees. During the period of the Executive’s employment with the Company and its affiliates and the additional period ending on the first anniversary of the date of termination of the Executive’s employment for any reason (the “Restricted Period”), the Executive shall not, without the prior written consent of the Company, directly or indirectly, in any manner, on the Executive’s behalf or on behalf of any other person, corporation, partnership, firm, institution or other business entity, (i) offer employment (or a consulting, agency, independent contractor or other similar position) to, or otherwise hire, any person who is or was at any time during the six (6) months prior to such offer or hiring an employee, consultant, representative, officer or director of the Company or any of its affiliates or (ii) Solicit (as defined below) any such person to accept employment (or any aforesaid position) with any company or entity with which the Executive is then employed or otherwise affiliated. Further, during the Restricted Period, the Executive shall not Solicit any employee, representative, officer or director of the Company or any of its affiliates to cease their relationship with the Company or any of its affiliates for any reason. This Section 2(b) shall not apply to solicitation, recruitment, encouragement, inducement or termination during the period of the Executive’s employment with the Company and on behalf of the Company or any of its affiliates.

(c) No Competition. During the Restricted Period, the Executive shall not, directly or indirectly, in any manner associate with, be employed by or otherwise provide services in any capacity to (including, without limitation, association, employment or provision of services as an officer, agent, employee, partner, director, consultant or advisor) any Competitive Enterprise (as defined below). For the avoidance of doubt, the foregoing restrictions shall restrict the Executive from associating with or providing services in any capacity to a private equity firm, hedge fund or equity sponsor, in each case, that invests or seeks to invest (at any time during the Executive’s association with or provision of services to such entity) in a business enterprise that is a Competitive Enterprise.

(d) No Solicitation of Clients. During the Restricted Period, the Executive shall not, directly or indirectly, in any manner Solicit, on the Executive’s own behalf or on behalf of any other person, corporation, partnership, firm, institution or other business entity, a Client (as defined below) (i) for the purpose of providing products or services that are competitive with those provided by the Company or any of its affiliates, (ii) to transact business of the type engaged in by the Company or its affiliates, to reduce the amount of business that any Client has customarily done or contemplates doing with the Company or its affiliates or to cease or refrain from doing any business with the Company or its affiliates or (iii) to interfere with or damage (or attempt to interfere with or damage) any relationship between the Company or its affiliates and a Client.

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(e) Non-Disparagement. The Executive shall not at any time make any disparaging, derogatory, negative, or otherwise unfavorable statements, either oral or written, regarding the Company, its parents, subsidiaries, related companies, and affiliates, and its and each of their respective officers, directors and employees, in their corporate and individual capacities. It shall not, however, be a violation of this Section 2(e) for the Executive to make truthful statements (i) when required to do so by a court of law or arbitrator, or by any governmental agency having supervisory authority over the Company’s business or (ii) to the extent necessary with respect to any litigation, arbitration or mediation involving this Agreement including, but not limited to, enforcement of this Agreement.

(f) Duty to Cooperate. The Executive shall fully cooperate in all reasonable respects with the Company and its respective directors, officers, employees, attorneys and experts in connection with the conduct of any action, proceeding, investigation or litigation involving the Company, and about which the Company believes the Executive may have relevant information. Such cooperation and assistance shall be provided at a time and in a manner which is mutually and reasonably agreeable to the Executive and the Company, and shall include providing information and documents, submitting to depositions, providing testimony and general cooperation to assist the Company. The Executive shall be reimbursed in accordance with the Company’s expense reimbursement policy for any reasonable out-of-pocket expense that the Executive may incur in fulfilling the Executive’s obligations under this Section 2(f).

(g) Return of Company Property. The Executive shall return to the Company on or as soon as practicable after the Executive’s date of termination, all copies of all information, and all computers, phones, and other equipment, property and materials of the Company or its clients or customers that the Executive has in the Executive’s possession, custody, access or control, including, but not limited to, any files, record, documents or materials in the Executive’s personal possession and any communications, documents, or other data stored on any personal computer or other electronic storage medium. Such items include but are not limited to all documents, data, electronic mail, information relating to actual or potential customers, electronic information of any kind stored in any computer or on any tape or disc or otherwise, information stored on paper or other hard copy, software, business plans, marketing information, financial information, bookkeeping and accounting information, business records, identification cards, business cards, key badges, building access cards, Company-issued credit cards, communication devices, and all other information and materials, whether or not proprietary or confidential, relating to the business or operations of the Company. The Executive shall not retain copies, duplicates, reproductions, or excerpts of any such information, software, equipment, materials, or other items following the Executive’s date of termination.

(h) Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

“Client” means any client, customer or business relation, whether a person or entity, that is (or was within the twelve (12)-month period prior to the Executive’s date of termination, in the case of the Executive’s termination of employment) a customer or client (or reasonably anticipated to become a customer or client) of the Company or its affiliates.

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“Competitive Enterprise” shall mean any person, firm, corporation, other entity or business enterprise in whatever form that engages in any activity, or owns or controls a significant interest in any entity that engages in any activity, that, in either case, engages in the business in which the Company and any of its affiliates engage in the New England region or any other geographic area in which the Company or its affiliates has a business presence (as of the Executive’s date of termination, in the case of the Executive’s termination of employment), including, without limitation, the solicitation and acceptance of deposits of money or commercial paper, the solicitation and funding of loans and the provision of other banking services, including business and consumer lending, asset-based financing, residential mortgage funding, mortgage warehouse lending, equipment financing, commercial and residential mortgage lending and brokerage, deposit services (including municipal deposit services), the provision of depository, administrative or other services or products related to health savings accounts, trade financing, the sale of annuities, life and health insurance products, title insurance services, private banking, wealth management and investment advisory services, the sale or servicing of banking and financial products and services, factoring/accounts receivable management services and real estate investment trusts. Nothing herein shall prohibit the Executive from being a passive owner of not more than five percent (5%) of the outstanding equity interest in any entity which is publicly traded, so long as the Executive has no active participation in the business of such entity. “Solicit” means any direct or indirect communication of any kind whatsoever, regardless of by whom initiated, inviting, inducing, advising, encouraging (or attempting to do the foregoing) or requesting any person or entity, in any manner, to take or refrain from taking any action.

(i) Remedies. The Executive acknowledges and agrees that the covenants set forth in this Agreement: (i) are reasonable in light of all of the circumstances, (ii) are sufficiently limited to protect the legitimate interests of the Company and its affiliates, (iii) impose no undue hardship on the Executive and (iv) are not injurious to the public. The Executive further acknowledges and agrees that: (A) the Executive’s breach of the provisions of this Section 2 will cause the Company irreparable harm, which likely cannot be adequately compensated by money damages, and (B) if the Company elects to prevent the Executive from breaching such provisions by obtaining an injunction against the Executive, there is a reasonable probability of the Company’s eventual success on the merits. The Executive consents and agrees that if the Executive commits any such breach or threatens to commit any breach, the Company shall be entitled to temporary, preliminary, and/or permanent injunctive relief from a court of competent jurisdiction, without posting any bond or other security and without the necessity of proof of actual damage, in addition to, and not in lieu of, such other remedies as may be available to the Company for such breach, including cessation of its obligation to pay to or provide the Executive with the compensation and benefits provided under Section 1(b) of this Agreement and the recovery of money damages. If any of the provisions of this Section 2 are determined to be wholly or partially unenforceable, the Executive hereby agrees that this Agreement or any provision hereof may be reformed so that it is enforceable to the maximum extent permitted by law, and in the case when such provision is not capable of being reformed, it shall be severed and all remaining provisions of this Agreement shall be enforced. If any of the provisions of this Section 2 are determined to be wholly or partially unenforceable in any jurisdiction, such determination shall not be a bar to or in any way diminish the Company’s right to enforce any such covenant in any other jurisdiction.

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(j) Representations. With respect to the non-compete covenant in Section 2(c), the Executive represents and admits that the Executive’s experience and capabilities are such that the Executive can obtain employment in a business engaged in other lines of business and/or of a different nature than the Company, and that the enforcement of a remedy by way of injunction will not prevent the Executive from earning a livelihood. The Executive further acknowledges and agrees that the non-compete covenant in Section 2(c) is supported by fair and reasonable consideration independent from continuation of employment, and notice of the non-compete covenant in Section 2(c) was provided to the Executive at least ten (10) business days before the Effective Date. The Executive is a sophisticated businessperson who has entered into the non-compete restrictions set forth in this Agreement knowingly and voluntarily and the Executive acknowledges that the Executive had the right to consult with counsel prior to doing so.

3. Successors.

(a) This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive other than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive’s legal representatives. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(b) As used in this Agreement, (i) the “Company” shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise, and (ii) “affiliate” shall mean any entity controlled by, controlling or under common control with the Company, and shall include any predecessor entity, including, without limitation, such entity prior to it becoming an affiliate of the Company, and any successor entity.

4. Section 409A of the Code.

(a) General. This Agreement is intended to comply with the requirements of Section 409A of the Code or an exemption or exclusion therefrom and, with respect to amounts that are subject to Section 409A of the Code, shall in all respects be administered in accordance with Section 409A of the Code. Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A of the Code. In no event may the Executive, directly or indirectly, designate the calendar year of any payment to be made under this Agreement. All payments to be made upon a termination of employment under this Agreement may only be made upon a “separation from service” within the meaning of Section 409A of the Code. If the Executive dies following the termination of employment and prior to the payment of any amounts delayed on account of Section 409A of the Code, such amounts shall be paid to the personal representative of the Executive’s estate within thirty (30) days after the date of the Executive’s death.

(b) In-Kind Benefits. All in-kind benefits provided under this Agreement that constitute deferred compensation within the meaning of Section 409A of the Code shall be made or provided in accordance with the requirements of Section 409A of the Code, including, without limitation, that (i) the amount of in-kind benefits that the Company is obligated to pay or provide in any given calendar year shall not affect the in-kind benefits that the Company is obligated to pay or provide in any other calendar year, (ii) the Executive’s right to have the Company pay or

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provide such in-kind benefits may not be liquidated or exchanged for any other benefit, and (iii) in no event shall the Company’s obligations to make such reimbursements or to provide such in-kind benefits apply later than the Executive’s remaining lifetime (or if longer, through the twentieth (20th) anniversary of the Effective Date).

(c) Delay of Payments. Notwithstanding any other provision of this Agreement to the contrary, if the Executive is considered a “specified employee” for purposes of Section 409A of the Code (as determined in accordance with the methodology established by the Company and its affiliates as in effect on the Executive’s date of termination), any payment under this Agreement that constitutes nonqualified deferred compensation within the meaning of Section 409A of the Code that is otherwise due to the Executive under this Agreement during the six (6)-month period immediately following the Executive’s separation from service on account of the Executive’s separation from service shall instead be paid on the first (1st) business day of the seventh (7th) month following the Executive’s separation from service (the “Delayed Payment Date”), to the extent necessary to prevent the imposition of tax penalties on the Executive under Section 409A of the Code. If the Executive dies during the postponement period, the amounts and entitlements delayed on account of Section 409A of the Code shall be paid to the personal representative of the Executive’s estate on the first to occur of the Delayed Payment Date or thirty (30) calendar days after the date of the Executive’s death.

5. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without reference to principles of conflict of laws. The Parties hereto irrevocably agree to submit to the jurisdiction and venue of the courts of the State of Connecticut in any action or proceeding brought with respect to or in connection with this Agreement. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the Parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other Party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

At the most recent address on file for the Executive at the Company.

If to the Company:

Grimm Financial Corporation

Stemfurt, CT

Attention: General Counsel

or to such other address as either Party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

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(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The Executive’s or the Company’s failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(e) From and after the Effective Date, this Agreement shall supersede any other agreement between the Parties with respect to the subject matter hereof. This Agreement, including for the avoidance of doubt the covenants set forth in Section 2, shall terminate and be of no further force and effect from and after the “CIC Effective Date” as defined in the Change in Control Agreement between the Executive and the Company, dated as of July 15, 2024, and the rights, benefits and any restrictive covenants set forth in the Change in Control Agreement shall control.

[*Signature Page Follows*]

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IN WITNESS WHEREOF, the Executive has hereunto set the Executive’s hand and the Company has caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.

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| /s/ Jacob F Soerensen | | |
| Jacob F Soerensen | | |
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| GRIMM FINANCIAL CORPORATION | | |
|  |  | |
| By: |  | /s/ Lev Aaronoff |
| Name: Lev Aaronoff | | |
| Title:  Chairman & Chief Executive Officer | | |

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**Non-CompA#26**

NON COMPETITION AGREEMENT (WEN CHU)

EXHIBIT 10.3

**NON-COMPETITION AND NON-SOLICITATION AGREEMENT**

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (this “***Agreement***”) is being executed and delivered as of March 10, 2020, by the undersigned security holder of the Company (as defined below) (the “***Subject Party***”) in favor of and for the benefit of **Meerkat Group Holding Ltd.**, a Cayman Islands exempted company (“***Pubco***”), **Orion Corp.**, a Nevada corporation (together with its successors, including the Surviving Corporation (as defined in the Business Combination Agreement) “***Purchaser***”), **Meerkat Financial Group Limited**, a corporation organized under the laws of the British Virgin Islands (the “***Company***”), and each of Pubco’s, Purchaser’s and/or the Company’s respective present and future Affiliates, successors and direct and indirect Subsidiaries (collectively with Pubco, Purchaser and the Company, the “***Covered Parties***”). Any capitalized term used, but not defined in this Agreement will have the meaning ascribed to such term in the Business Combination Agreement.

WHEREAS, on or about the date hereof, (i) Purchaser, (ii) Shih-Chung Chou, in the capacity as the Purchaser Representative thereunder, (iii) Pubco, (iv) Meerkat MergerCo 1, Inc., a Delaware corporation and a wholly-owned subsidiary of Pubco (“***Merger Sub***”), (v) the Company, (vi) Wen Chu and GonAmake Limited, each in the capacity thereunder as the Seller Representative, and (vii) the shareholders of the Company named as Sellers therein (the “***Sellers***”), entered into that certain Business Combination Agreement (as amended from time to time in accordance with the terms thereof, the “***Business Combination Agreement***”), pursuant to which, subject to the terms and conditions thereof, among other matters, (a) Merger Sub will merge with and into Purchaser, with Purchaser continuing as the surviving entity (the “***Merger***”), and as a result of which, (i) Purchaser will become a wholly-owned subsidiary of Pubco, and (ii) each issued and outstanding security of Purchaser immediately prior to the effective time of the Merger will no longer be outstanding and will automatically cancelled, in exchange for the right of the holder thereof to receive a substantially equivalent security of Pubco, and (b) Pubco will acquire all of the issued and outstanding Company Shares from the Sellers in exchange for ordinary shares of Pubco (the “***Share Exchange***” and, collectively with the Merger and the other transactions contemplated by the Business Combination Agreement, the “***Transactions***”), subject to the withholding of the Escrow Shares being deposited in the Escrow Account in accordance with the terms and conditions of the Business Combination Agreement and the Escrow Agreement, all upon the terms and subject to the conditions set forth in the Business Combination Agreement and in accordance with the provisions of applicable law;

WHEREAS, the Company (and after the consummation of the Transactions, Pubco), directly and indirectly through its Subsidiaries, engages in the business of providing contract-for-difference trading service, insurance brokerage service, futures brokerage service, securities brokerage service and asset management service based in the Cayman Islands and Hong Kong (the “***Business***”);

WHEREAS, in connection with, and as a condition to the execution and delivery of the Business Combination Agreement and the consummation of the Transactions, and to enable Pubco and Purchaser to secure more fully the benefits of the Transactions, including the protection and maintenance of the goodwill and confidential information of the Company, Pubco and their respective Subsidiaries, each of Pubco and Purchaser has required that the Subject Party enter into this Agreement;

WHEREAS, the Subject Party is entering into this Agreement in order to induce Pubco, Purchaser and the Company to enter into the Business Combination Agreement and consummate the Transactions, pursuant to which the Subject Party will directly or indirectly receive a material benefit; and

WHEREAS, the Subject Party, as a former and/or current shareholder, director, officer and/or employee of the Company or its Subsidiaries (and after the Transactions, Pubco), has contributed to the value of the Company and its Subsidiaries and has obtained extensive and valuable knowledge and confidential information concerning the business of the Company and its Subsidiaries (and after the Transactions, Pubco).

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NOW, THEREFORE, in order to induce Pubco, Purchaser and the Company to enter into the Business Combination Agreement and consummate the Transactions, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Subject Party hereby agrees as follows:

**1.                   Restriction on Competition.**

(a)                Restriction. The Subject Party hereby agrees that during the period from the Closing until the three (3) year anniversary of the Closing Date (such period, the “***Restricted Period***”), the Subject Party will not, and will cause its Affiliates not to, without the prior written consent of Pubco (which may be withheld in its sole discretion), anywhere in the Cayman Islands, the British Virgin Islands, Hong Kong, Singapore, and People’s Republic of China or in any other markets in which the Covered Parties are engaged in the Business as of the Closing Date or during the Restricted Period (the “***Territory***”), directly or indirectly engage in the Business (other than through a Covered Party) or own, manage, finance or control, or become engaged or serve as an officer, director, member, partner, employee, agent, consultant, advisor or representative of, a business or entity (other than a Covered Party) that engages in the Business (a “***Competitor***”). Notwithstanding the foregoing, the Subject Party and its Affiliates may own passive investments of no more than three percent (3%) of the total issued and outstanding equity interests of a Competitor that is publicly traded, so long as the Subject Party and its Affiliates and immediate family members are not directly or indirectly involved in the management or control of such Competitor (“***Permitted Ownership***”).

(b)                Acknowledgment. The Subject Party acknowledges and agrees, based upon the advice of legal counsel and/or the Subject Party’s own education, experience and training, that (i) the Subject Party possesses knowledge of confidential information of the Covered Parties and the Business, (ii) the Subject Party’s execution of this Agreement is a material inducement to Purchaser, Pubco and the Company to enter into the Business Combination Agreement and consummate the Transactions and to realize the goodwill of the Company and its Subsidiaries, for which the Subject Party and/or its Affiliates will receive a substantial direct or indirect financial benefit, and that Purchaser, Pubco and the Company would not have entered into the Business Combination Agreement or consummated the Transactions but for the Subject Party’s agreements set forth in this Agreement; (iii) it would impair the goodwill of the Covered Parties and reduce the value of the assets of the Covered Parties and cause serious and irreparable injury if the Subject Party and/or its Affiliates were to use their ability and knowledge by engaging in the Business in competition with a Covered Party, and/or to otherwise breach the obligations contained herein and that the Covered Parties would not have an adequate remedy at law because of the unique nature of the Business, (iv) the Subject Party and its Affiliates have no intention of engaging in the Business (other than through the Covered Parties) during the Restricted Period other than through Permitted Ownership, (v) the relevant public policy aspects of restrictive covenants, covenants not to compete and non-solicitation provisions have been discussed, and effort has been made to limit the restrictions placed upon the Subject Party to those that are reasonable and necessary to protect the Covered Parties’ legitimate interests, (vi) the Covered Parties conduct and intend to conduct the Business in the Territory and compete with other businesses that are or could be located in any part of the Territory, (vii) the foregoing restrictions on competition are fair and reasonable in type of prohibited activity, geographic area covered, scope and duration, (viii) the consideration provided to the Subject Party under this Agreement and the Business Combination Agreement is not illusory, and (ix) such provisions do not impose a greater restraint than is necessary to protect the goodwill or other business interests of the Covered Parties.

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**2.                   No Solicitation; No Disparagement.**

(a)                No Solicitation of Employees and Consultants. The Subject Party agrees that, during the Restricted Period, the Subject Party will not, and will not permit its Affiliates to, without the prior written consent of Pubco (which may be withheld in its sole discretion), either on its own behalf or on behalf of any other Person (other than, if applicable, a Covered Party in the performance of the Subject Party’s duties on behalf of the Covered Parties), directly or indirectly: (i) hire or engage as an employee, independent contractor, consultant or otherwise any Covered Personnel (as defined below); or (ii) solicit, induce, encourage or otherwise knowingly cause (or knowingly attempt to do any of the foregoing) any Covered Personnel to leave the service (whether as an employee, consultant or independent contractor) of any Covered Party; provided, however, the Subject Party and its Affiliates will not be deemed to have violated this Section 2(a) if any Covered Personnel voluntarily and independently solicits an offer of employment from the Subject Party or its Affiliate (or other Person whom any of them is acting on behalf of) by responding to a general advertisement or solicitation program conducted by or on behalf of the Subject Party or its Affiliate (or such other Person whom any of them is acting on behalf of) that is not targeted at such Covered Personnel or Covered Personnel generally, so long as such Covered Personnel is not hired. For purposes of this Agreement, “***Covered Personnel***” shall mean any Person who is or was an employee, consultant or independent contractor of a Covered Party between the date of this Agreement and the end of the Restricted Period, excluding with respect to consultants and independent contractors any professional service providers.

(b)                Non-Solicitation of Customers and Suppliers. The Subject Party agrees that, during the Restricted Period, the Subject Party will not, and will not permit its Affiliates to, without the prior written consent of Pubco (which may be withheld in its sole discretion), individually or on behalf of any other Person (other than, if applicable, a Covered Party in the performance of the Subject Party’s duties on behalf of the Covered Parties), directly or indirectly: (i) solicit, induce, encourage or otherwise knowingly cause (or knowingly attempt to do any of the foregoing) any Covered Customer (as defined below) to (A) cease being a client or customer of any Covered Party with respect to the Business or (B) reduce the amount of business of such Covered Customer with any Covered Party, or otherwise alter such business relationship in a manner adverse to any Covered Party, in either case, with respect to or relating to the Business; (ii) interfere with or disrupt (or knowingly attempt to interfere with or disrupt) the contractual relationship between any Covered Party and any Covered Customer; (iii) divert any business with any Covered Customer relating to the Business from a Covered Party; (iv) solicit for business, provide services to, engage in or do business with, any Covered Customer for products or services that are part of the Business; or (v) interfere with or disrupt (or knowingly attempt to interfere with or disrupt), any Person (other than the Subject Party) that was a vendor, supplier, distributor, agent or other service provider of a Covered Party at the time of such interference or disruption, for a purpose competitive with a Covered Party as it relates to the Business. For purposes of this Agreement, a “***Covered Customer***” shall mean any Person (other than the Subject Party) who is or was an actual customer or client of a Covered Party between the date of this Agreement (including any customers or clients that used a Covered Party’s services during the one (1) year period prior thereto) and the end of the Restricted Period.

(c)                Non-Disparagement. The Subject Party agrees that from and after the Closing until the end of the Restricted Period, the Subject Party will not, and will not permit its Affiliates to, directly or indirectly engage in publicly making or publishing (including through electronic mail distribution or online social media) of any written or oral statements or remarks (including the repetition or distribution of derogatory rumors, allegations, negative reports or comments) that are disparaging, deleterious or damaging to the integrity or reputation of one or more Covered Parties or their respective management or officers. Notwithstanding the foregoing, subject to Section 3 below, the provisions of this Section 2(c) shall not restrict the Subject Party from providing truthful testimony or information in response to a subpoena or investigation by a Governmental Authority or in connection with any legal action, arbitration or other similar proceedings between the Subject Party or its Affiliate and any Covered Party under this Agreement, the Business Combination Agreement, any other Ancillary Document or other matters that is asserted by the Subject Party or its Affiliate in good faith.

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**3.                   Confidentiality.**During the Restricted Period and for a period of two (2) years thereafter, the Subject Party will, and will cause its Representatives to, keep confidential and not (except, as required by applicable Law (subject to the provisions of this Section 3 below) or, if applicable, in the performance of the Subject Party’s duties on behalf of the Covered Parties) directly or indirectly use, disclose, reveal, publish or provide access to, any and all Covered Party Information without the prior written consent of Pubco (which may be withheld in its sole discretion). As used in this Agreement, “***Covered Party Information***” means all material and information relating to the business, affairs and assets of any Covered Party, including material and information that concerns or relates to such Covered Party’s bidding and proposal, technical information, computer hardware or software, administrative, management, operational, data processing, financial, marketing, sales, human resources, business development, planning and/or other business activities, regardless of whether such material and information is maintained in physical, electronic, or other form, that is: (A) gathered, compiled, generated, produced or maintained by such Covered Party through its Representatives, or provided to such Covered Party by its suppliers, service providers, customers or other third parties; and (B) intended and maintained by such Covered Party or its Representatives, suppliers, service providers, customers or other third parties to be kept in confidence; provided that Covered Party Information shall not include any information that: (i) is known or available through other lawful sources not bound by a confidentiality agreement with, or other confidentiality obligation to, any Covered Party; (ii) is or becomes publicly known through no violation of this Agreement or other non-disclosure obligation of the Subject Party or any of its Representatives; (iii) is already in the possession of the Subject Party at the time of disclosure through lawful sources not bound by a confidentiality agreement or other confidentiality obligation; (iv) is developed independently by the Subject Party without use of or reference to any Covered Party Information; (v) relates solely to the Subject Party and other than in his capacity as a director, officer or equity holder of a Covered Party, or (v) is required to be disclosed pursuant to an order of any administrative body or court or any other Governmental Authority of competent jurisdiction (provided that (A) to the extent legally permitted, the applicable Covered Party is given reasonable prior written notice, (B) the Subject Party cooperates (and causes its Representatives to cooperate) with any reasonable request of any Covered Party to seek to prevent or narrow such disclosure at the Covered Party’s cost and (C) if after compliance with clauses (A) and (B) such disclosure is still required, the Subject Party and its Representatives only disclose such portion of the Covered Party Information that is expressly required by such order, as it may be subsequently narrowed).

**4.                   Representations and Warranties.**The Subject Party hereby represents and warrants, to and for the benefit of the Covered Parties as of the date of this Agreement and as of the Closing Date, that: (a) the Subject Party has full power and capacity to execute and deliver, and to perform all of the Subject Party’s obligations under, this Agreement; and (b) neither the execution and delivery of this Agreement nor the performance of the Subject Party’s obligations hereunder will result directly or indirectly in a violation or breach of any agreement or obligation by which the Subject Party is a party or otherwise bound. By entering into this Agreement, the Subject Party certifies and acknowledges that the Subject Party has carefully read all of the provisions of this Agreement, and that the Subject Party voluntarily and knowingly enters into this Agreement.

**5.                   Remedies.**The covenants and undertakings of the Subject Party contained in this Agreement relate to matters which are of a special, unique and extraordinary character and a violation of any of the terms of this Agreement may cause irreparable injury to the Covered Parties, the amount of which may be impossible to estimate or determine and which cannot be adequately compensated. The Subject Party agrees that, in the event of any breach or threatened breach by the Subject Party of any covenant or obligation contained in this Agreement, each applicable Covered Party will be entitled to obtain the following remedies (in addition to, and not in lieu of, any other remedy at law or in equity or pursuant to the Business Combination Agreement or the other Ancillary Documents that may be available to the Covered Parties, including monetary damages), and a court of competent jurisdiction may award: (i) an injunction, restraining order or other equitable relief restraining or preventing such breach or threatened breach, without the necessity of proving actual damages or that monetary damages would be insufficient or posting bond or security, which the Subject Party expressly waives; and (ii) recovery of the Covered Party’s attorneys’ fees and costs reasonably incurred in enforcing the Covered Party’s rights under this Agreement. The Subject Party hereby acknowledges and agrees that in the event of any breach of this Agreement, any value attributed or allocated to this Agreement (or any other non-competition agreement with the Subject Party) under or in connection with the Business Combination Agreement shall not be considered a measure of, or a limit on, the damages of the Covered Parties.

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**6.                   Survival of Obligations.**The expiration of the Restricted Period will not relieve the Subject Party of any obligation or liability arising from any breach by the Subject Party of this Agreement during the Restricted Period. The Subject Party further agrees that the time period during which the covenants contained in Sections 1, 2 and 3 of this Agreement will be effective will be computed by excluding from such computation any time during which the Subject Party is in violation of any provision of such Sections.

**7.                   Miscellaneous.**

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| (a)                Notices. All notices, consents, waivers and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (i) in person, (ii) by facsimile or other electronic means, with affirmative confirmation of receipt, (iii) one Business Day after being sent, if sent by reputable, nationally recognized overnight courier service or (iv) three (3) Business Days after being mailed, if sent by registered or certified mail, pre-paid and return receipt requested, in each case to the applicable party at the following addresses (or at such other address for a party as shall be specified by like notice):    If to Purchaser prior to the Closing, to:  Orion Corp.  New York, NY 10005  Attn: Han Ho, Co-Chief Executive Officer  Telephone No.: (  Email:  with a copy (that will not constitute notice) to:  Crooks, LLP  New York, New York 10105, USA  Attn: AB, Esq.  CD Esq.  Facsimile No  Telephone No  Email:  mgray  If to the Company or Pubco prior to the Closing, to:  Meerkat Financial Group Limited  Unit A-C, 33/F, Tower A,l Meerkat Center, 1, Kowloon Bay, Hong Kong  Attention: Wen Chu /  Facsimile No.:  Telephone No.: +  Email  with a copy (that will not constitute notice) to:  Kirkland & Ellis LLP  New York, NY 10022  Attn: KLM  Facsimile No.:  Telephone No  Email:  cnagler@kirkland.com  and  Kirkland & Ellis International LLP  26th Floor, Gloucester Tower, The Landmark  15 Queen's Road Central  Hong Kong  Attn:  Facsimile No  Telephone No.:  Email: b  If to Purchaser, Pubco, the Company or any other Covered Party from or after the Closing, to:  Meerkat Financial Group Limited  Unit A-C, 33/F, Tower A,Meerkat Center, 1 Kowloon Bay, Hong Kong  Attention: Wen Chu /  Facsimile No.: +  Telephone No.:  Email: \*\*\* / \*\*\* / copy (that will not constitute notice) to:  Kirkland & Ellis LLP  601 Lexington Avenue  New York, NY 10022  Attn:  Facsimile  Telephone No.: +  @kirkland.com  and  Kirkland & Ellis International LLP  26th Floor, Gloucester Tower, The Landmark  15 Queen's Road Central  Hong Kong  Attn:  Facsimile No.:  Telephone No.: +  Email:  If to the Subject Party, to:  the address below the Subject Party’s name on the signature page to this Agreement.  (5) |  |  |

(b)                Integration and Non-Exclusivity. This Agreement, the Business Combination Agreement and the other Ancillary Documents contain the entire agreement between the Subject Party and the Covered Parties concerning the subject matter hereof. Notwithstanding the foregoing, the rights and remedies of the Covered Parties under this Agreement are not exclusive of or limited by any other rights or remedies which they may have, whether at law, in equity, by contract or otherwise, all of which will be cumulative (and not alternative). Without limiting the generality of the foregoing, the rights and remedies of the Covered Parties, and the obligations and liabilities of the Subject Party and its Affiliates, under this Agreement, are in addition to their respective rights, remedies, obligations and liabilities (i) under the laws of unfair competition, misappropriation of trade secrets, or other requirements of statutory or common law, or any applicable rules and regulations and (ii) otherwise conferred by contract, including the Business Combination Agreement and any other written agreement between the Subject Party or its Affiliate and any of the Covered Parties. Nothing in the Business Combination Agreement will limit any of the obligations, liabilities, rights or remedies of the Subject Party or the Covered Parties under this Agreement, nor will any breach of the Business Combination Agreement or any other agreement between the Subject Party or its Affiliate and any of the Covered Parties limit or otherwise affect any right or remedy of the Covered Parties under this Agreement. If any term or condition of any other agreement between the Subject Party or its Affiliate and any of the Covered Parties conflicts or is inconsistent with the terms and conditions of this Agreement, the more restrictive terms will control as to the Subject Party or its Affiliate, as applicable.

(c)                Severability; Reformation. Each provision of this Agreement is separable from every other provision of this Agreement. If any provision of this Agreement is found or held to be invalid, illegal or unenforceable, in whole or in part, by a court of competent jurisdiction, then (i) such provision will be deemed amended to conform to applicable laws so as to be valid, legal and enforceable to the fullest possible extent, (ii) the invalidity, illegality or unenforceability of such provision will not affect the validity, legality or enforceability of such provision under any other circumstances or in any other jurisdiction, and (iii) the invalidity, illegality or unenforceability of such provision will not affect the validity, legality or enforceability of the remainder of such provision or the validity, legality or enforceability of any other provision of this Agreement. The Subject Party and the Covered Parties will substitute for any invalid, illegal or unenforceable provision a suitable and equitable provision that carries out, so far as may be valid, legal and enforceable, the intent and purpose of such invalid, illegal or unenforceable provision. Without limiting the foregoing, if any court of competent jurisdiction determines that any part hereof is unenforceable because of the duration, geographic area covered, scope of such provision, or otherwise, such court will have the power to reduce the duration, geographic area covered or scope of such provision, as the case may be, and, in its reduced form, such provision will then be enforceable. The Subject Party will, at a Covered Party’s request, join such Covered Party in requesting that such court take such action.

(d)                Amendment; Waiver. This Agreement may not be amended or modified in any respect, except by a written agreement executed by the Subject Party, Pubco, Purchaser and, from and after the Closing, a majority of the Disinterested Independent Directors (or their respective permitted successors or assigns). No waiver will be effective unless it is expressly set forth in a written instrument executed by the waiving party (and from and after the Closing if such waiving party is a Covered Party, a majority of the Disinterested Independent Directors) and any such waiver will have no effect except in the specific instance in which it is given. Any delay or omission by a party in exercising its rights under this Agreement, or failure to insist upon strict compliance with any term, covenant, or condition of this Agreement will not be deemed a waiver of such term, covenant, condition or right, nor will any waiver or relinquishment of any right or power under this Agreement at any time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

(e)                Governing Law; Dispute Resolution. This Agreement shall be governed by, construed and enforced in accordance with the laws of Hong Kong Special Administrative Region without regard to the conflict of laws principles thereof. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination hereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three and the arbitration proceedings shall be conducted in Chinese (Mandarin).

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(f)                 Successors and Assigns; Third Party Beneficiaries. This Agreement will be binding upon the Subject Party, and will inure to the benefit of the Covered Parties, and their respective successors and assigns. Each Covered Party may freely assign any or all of its rights under this Agreement, at any time, in whole or in part, to any Person which acquires, in one or more transactions, at least a majority of the equity securities (whether by equity sale, merger or otherwise) of such Covered Party or all or substantially all of the assets of such Covered Party and its Subsidiaries, taken as a whole, without obtaining the consent or approval of the Subject Party; provided that the obligations of the Subject Party hereunder are not expanded in any respect. The Subject Party agrees that the obligations of the Subject Party under this Agreement are personal and will not be assigned by the Subject Party. Each of the Covered Parties are express third party beneficiaries of this Agreement and will be considered parties under and for purposes of this Agreement.

(g)                Authorization to Act on Behalf of Covered Parties. The parties acknowledge and agree that from and after the Closing the Disinterested Independent Directors, by a majority of the Disinterested Independent Directors, is authorized and shall have the sole right to act on behalf of Pubco, Purchaser and the other Covered Parties under this Agreement, including the right to enforce Pubco’s, Purchaser’s and the other Covered Parties’ rights and remedies under this Agreement. For purposes of this Agreement, a “***Disinterested Independent Director***” means an independent director serving on Pubco's board of directors at the applicable time of determination that is disinterested in this Agreement (i.e., such independent director is not the Subject Party, an Affiliate of the Subject Party, or an officer, director, manager, employee, trustee or beneficiary of the Subject Party or its Affiliate, nor an immediate family member of any of the foregoing). Without limiting the foregoing, in the event that the Subject Party serves as a director, officer, employee or other authorized agent of a Covered Party, the Subject Party shall have no authority, express or implied, to act or make any determination on behalf of a Covered Party in connection with this Agreement or any dispute or Action with respect hereto.

(h)                Construction. The Subject Party acknowledges that the Subject Party has been represented by counsel, or had the opportunity to be represented by counsel of the Subject Party’s choice. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. Neither the drafting history nor the negotiating history of this Agreement will be used or referred to in connection with the construction or interpretation of this Agreement. The headings and subheadings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. In this Agreement: (i) the words “include,” “includes” and “including” when used herein shall be deemed in each case to be followed by the words “without limitation”; (ii) the definitions contained herein are applicable to the singular as well as the plural forms of such terms; (iii) whenever required by the context, any pronoun shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (iv) the words “herein,” “hereto,” and “hereby” and other words of similar import shall be deemed in each case to refer to this Agreement as a whole and not to any particular Section or other subdivision of this Agreement; (v) the word “if” and other words of similar import when used herein shall be deemed in each case to be followed by the phrase “and only if”; (vi) the term “or” means “and/or”; (vii) any agreement or instrument defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement or instrument as from time to time amended, modified or supplemented, including by waiver or consent and references to all attachments thereto and instruments incorporated therein; and (viii) the term “Affiliate” as used in respect of the Subject Party does not include any of the Covered Parties.

(i)                 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. A photocopy, faxed, scanned and/or emailed copy of this Agreement or any signature page to this Agreement, shall have the same validity and enforceability as an originally signed copy.

(j)                 Effectiveness. This Agreement shall be binding upon the Subject Party upon the Subject Party’s execution and delivery of this Agreement, but this Agreement shall only become effective upon the consummation of the Transactions. In the event that the Business Combination Agreement is validly terminated in accordance with its terms, this Agreement shall automatically terminate and become null and void *ab initio*, and the parties shall have no obligations hereunder.

***[Remainder of Page Intentionally Left Blank; Signature Page Follows]***

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IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Non-Competition and Non-Solicitation Agreement as of the date first written above.

Subject Party:

Wen Chu

By: /s/ Wen Chu

Name: Wen Chu

Address for Notice:

Address:

Facsimile:

Telephone:

Email:

(8)

Acknowledged and accepted as of the date first written above:

Pubco:

MEERKAT GROUP HOLDING LTD.

By: /s/ Wen Chu

Name: Wen Chu

Title: Director

Purchaser:

ORION CORP.

By: /s/ Han Ho

Name: Han Ho

Title: Chief Executive Officer

The Company:

MEERKAT FINANCIAL GROUP LIMITED

By: /s/ Wen Chu

Name: Wen Chu

Title: DIrector

(9)

**Non-CompA#27**

NON-COMPETITION AND NON-SOLICITATION AGREEMENT, DATED OCTOBER 3, 2020, BY AND BETWEEN FRIFFO ACQUISITION CORP. AND NEFER TITO

**Exhibit 10.12**

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Non-Competition and Non-Solicitation Agreement (this “Agreement”) is made as of October 3, 2020, by and between Friffo Acquisition Corp., a Delaware corporation (“Friffo”), and Nefer Tito, an individual (the “Restricted Party”). Friffo and the Restricted Party are each sometimes referred to in this Agreement as a “Party,” and collectively as the “Parties.” Capitalized terms used and not defined herein have the respective meanings ascribed to them in the Merger Agreement (as defined below).

WHEREAS, concurrently with the execution of this Agreement, Friffo, Knuckles Corp., a Georgia corporation and a wholly-owned Subsidiary of Friffo (“Merger Sub”), Morrick Holdings Group, Inc. (d/b/a Jeansee), a Georgia corporation (the “Company”), Friffo Sponsor Partners, LLC, a Delaware limited liability company, as representative of Friffo, and Hee Hah, Jr., as representative of the shareholders of the Company (the “Shareholder Representative”), are entering into an Agreement and Plan of Merger (the “Merger Agreement”) pursuant to which, among other things, Merger Sub will be merged with and into the Company, with the Company continuing as the Surviving Corporation and as a wholly-owned Subsidiary of Friffo;

WHEREAS, the Restricted Party is a shareholder of the Company;

WHEREAS, the Restricted Party will receive a material economic benefit from the consummation of the transactions contemplated by the Merger Agreement;

WHEREAS, the Restricted Party has obtained extensive and valuable knowledge, trade and other confidential information of the Business; and

WHEREAS, as an inducement to and in consideration of Friffo’s willingness to enter into the Merger Agreement, and having reviewed the Merger Agreement and the terms of the proposed Merger, the Restricted Party has agreed to enter into this Agreement effective upon the consummation thereof.

NOW, THEREFORE, in consideration of the amounts to be paid by Friffo to the Restricted Party under and pursuant to the Merger Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

Section 1. Covenant Not to Compete or Solicit.

(a) The Restricted Party hereby acknowledges and recognizes the highly competitive nature of the business in which the parties engage. The Restricted Party covenants and agrees that, during the period beginning on the Closing Date and ending on the third (3rd) anniversary of the date hereof (the “Restricted Period”), the Restricted Party shall not directly or indirectly:

(i) own, manage, operate, control, have any interest in, financial or otherwise, participate in, consult or perform services for, render services in any form to any Person in, or otherwise carry on, whether as principal, agent, independent contractor, consultant, partner, manager, member, executive, employee, representative or licensor or otherwise, any business that is competitive with the Business in any geographic area throughout the world in which the Company and any of its Subsidiaries has conducted any aspects of the Business during the 12-month period prior to the date hereof (a “Competing Business”) (it being acknowledged by the Restricted Party that the Business has been conducted or is proposed to be conducted throughout such geographic areas and such geographic restriction is reasonable and necessary to protect the value and goodwill of the Business). “Business” means the business of researching, developing, manufacturing, marketing, distributing and selling biodegradable bio-plastic replacements for traditional petroleum-based plastics;

(ii) (A) solicit, attempt to solicit, assist in soliciting, directly or indirectly, individually (other than on behalf of Friffo and its Subsidiaries) or on behalf of a Competing Business, any customer, vendor, supplier, licensor, licensee, or other business relation of Friffo and its Subsidiaries, or induce or encourage, or attempt to induce or encourage, any customer, vendor, supplier, licensor, licensee, or other business relation of the Friffo and its Subsidiaries, in each such case to cease doing business with Friffo and its Subsidiaries or (B) in any way interfere with the relationship between Friffo and its Subsidiaries and any current customer, vendor, supplier, licensor, licensee, or other business relation of Friffo and any of its Subsidiaries; or

(iii) (A) solicit or recruit, or attempt to solicit or recruit, any officer, employee, representative, or agent of Friffo or any of its Subsidiaries who has been hired or engaged by Friffo or any of its Subsidiaries (including the Company and its Subsidiaries) to leave the employ of Friffo or any of its Subsidiaries or (B) hire any such individual.

(b) Notwithstanding the foregoing, (i) nothing in Section 1(a)(i) shall prohibit the Restricted Party from being a passive owner of less than five percent (5%) of the outstanding Equity Interests of any Person that is publicly traded, so long as the Restricted Party has no active participation in the business of such Person and (ii) nothing in Section 1(a)(iii) shall prohibit the Restricted Party from (A) making general employment solicitations, not specifically directed at employees of Friffo or any of its Subsidiaries, and hiring any individuals who respond to such solicitations, or (B) soliciting, recruiting, or hiring any individual who has not been employed by the Business for at least six (6) months, so long as the Restricted Party did not have any contact with such individual in violation of Section 1(a)(iii) prior to the end of such individual’s employment with Friffo or any of its Subsidiaries.

Section 2. Confidentiality Obligation. Following the Closing, the Restricted Party shall, and shall cause its Affiliates to, keep confidential, not use and not disclose to any Person any confidential or proprietary information relating to the Company and the Business conducted by Friffo and its Subsidiaries (“Confidential Information”), except to the extent such Confidential Information is required to be disclosed by applicable Law, in which case the Restricted Party shall (i) to the extent permitted by applicable Law, provide Friffo with prompt written notice of such requirement so that Friffo may seek, at its sole cost and expense, an appropriate protective order or other remedy or waive compliance, in whole or in part, with this Section 2, (ii) cooperate with Friffo, at Friffo’s sole cost and expense, to obtain such protective order or other remedy, (iii) disclose only the portion of that information the Restricted Party is advised by its counsel is legally required to be disclosed, and (iv) use its commercially reasonable efforts to preserve the confidentiality of all information so disclosed.

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Section 3. Termination. This Agreement will automatically terminate if the Merger Agreement is terminated for any reason in accordance with its terms; provided, however, that (a) this Section 3, Section 7, and Section 10 will survive such termination and (b) no such termination shall relieve Shareholder from Liability for any fraud, intentional misrepresentation, or intentional or willful breach of this Agreement by the Restricted Party prior to such termination.

Section 4. Reasonableness of Covenants. The Restricted Party acknowledges that he or she is sophisticated in business and that the restrictions and remedies set forth in this Agreement do not create an undue hardship and will not prevent him or her from earning a livelihood. The Restricted Party acknowledges that the covenants set forth herein are necessary for the reasonable, proper, and necessary protection of Friffo and its Affiliates (including the Company and its Subsidiaries) and their legitimate business interests. Such legitimate business interests include (but are not limited to) trade secrets, valuable confidential business information that may not qualify as trade secrets, substantial relationships with numerous existing and prospective vendors, suppliers or customers, and goodwill associated with the trade names of the Business and their specific marketing areas. The Restricted Party acknowledges and agrees that each and every one of the covenants set forth herein is reasonable in respect to scope, subject matter, length of time and geographic area and are intended to be enforceable to the maximum extent permitted by applicable Law. Before providing services, whether as a director, manager, employee, consultant, independent contractor or otherwise, to any Person during the Restricted Period, the Restricted Party shall be required to disclose the existence of this Agreement to such Person, and if requested by such Person, Friffo and its Affiliates (including the Company and its Subsidiaries) shall be permitted to share a complete copy of this Agreement with such Person or any other Person to which the Restricted Party performs services. Each of the covenants set forth herein has a unique, substantial and immeasurable value to Friffo and its Affiliates (including the Company and its Subsidiaries). The Restricted Party acknowledges that Friffo, in executing the Merger Agreement and the Related Agreements, placed significant reliance on the Restricted Party’s compliance with the covenants in this Agreement. In the event of any litigation relating to this Agreement, the prevailing Party as determined by a court of competent jurisdiction in a final non-appealable order shall be entitled to seek reimbursement from the non-prevailing Party for its reasonable, documented and out-of-pocket costs and expenses, including reasonable legal fees, incurred in connection with such litigation, including any appeal therefrom.

Section 5. Reformation. If a court of competent jurisdiction determines that any covenant in this Agreement is excessive in duration or scope or is unreasonable or unenforceable under applicable Law, it is the intention of the parties hereto that such covenant may be modified or amended by such court to render it enforceable to the maximum extent permitted by applicable Law. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under applicable Law, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement or the enforceability of this Agreement.

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Section 6. Tolling. In the event of any final determination by a court of competent jurisdiction of any breach of the provisions of this Agreement by the Restricted Party, the Restricted Period shall be extended by a period of time equal to the period of such breach, it being the intention of the parties hereto that the running of the Restricted Period shall be tolled and suspended for the duration of such breach and shall automatically recommence when such breach if remedied so that Friffo shall receive the full benefit of the compliance by the Restricted Party with the provisions of this Agreement; provided, however, that this Section 6 shall not apply to any period for which Friffo is awarded and receives actual monetary damages for breach by the Restricted Party of any breach of the provisions of this Agreement with respect to which this Section 6 applies.

Section 7. Remedies; Equitable Relief. The Restricted Party agrees that this Agreement shall be enforced independently of any obligations between Friffo and the Company under the Merger Agreement and the Related Agreements, and that the existence of any claim or defense under such other agreements shall not affect the enforceability of the provisions of this Agreement or the remedies provided herein. The Restricted Party acknowledges that (a) money damages may be an insufficient or inadequate remedy for any actual or threatened breach of this Agreement by it, (b) any such breach may cause Friffo irreparable harm, and (c) in addition to any other remedies available at law or in equity, Friffo will be entitled to seek equitable relief by way of injunction, specific performance, or otherwise, without showing of actual damages or posting any bond or other undertaking, for any actual or threatened breach of this Agreement by the Restricted Party, and the exercise of one right or remedy shall not be deemed a waiver of any other right or remedy. The exercise of any right or remedy will be without prejudice to the right to exercise any other right or remedy provided in this Agreement, by law or in equity.

Section 8. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it, he or she has all necessary right, title and authority to enter into this Agreement and the transactions contemplated hereby; (b) this Agreement constitutes valid and binding obligations of such Party, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws affecting creditors’ rights generally and limitations on the availability of equitable remedies; and (c) the execution and delivery by such Party of this Agreement and the performance of and compliance with the terms hereof by such Party does not and will not (i) conflict with or result in a breach of the terms, conditions or provisions of, (ii) constitute a default under, (iii) result in the creation of any lien, security interest, charge, or encumbrance upon such Party’s assets pursuant to, (iv) give any third party the right to modify, terminate, or accelerate any obligation under, (v) result in a violation of, or (vi) require any authorization, consent, approval, exemption, or other action by or notice to any court or administrative or governmental body or any Law that such Party is subject to, or pursuant to any material agreement, instrument, order, judgment or decree to which such Party or any of its Affiliates is subject.

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Section 9. Acknowledgment of Voluntary Agreement. The Restricted Party has entered into this Agreement freely and without coercion. The Restricted Party has been advised by Friffo to consult with counsel of the Restricted Party’s choice with regard to the execution of this Agreement and the Restricted Party’s covenants hereunder. The Restricted Party has had an adequate opportunity to consult with counsel and such other legal, financial, technical or other experts as the Restricted Party deems necessary or desirable and either so consulted or freely determined in the Restricted Party’s own discretion not to so consult with such counsel or other experts. The Restricted Party understands that Friffo and its Affiliates have been advised by counsel, and the Restricted Party has read this Agreement and fully and completely understands this Agreement and each of the Restricted Party’s representations, warranties, covenants and other agreements hereunder. This Agreement shall be interpreted and construed as having been drafted jointly by the Restricted Party and Friffo and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any or all of the provisions of this Agreement.

Section 10. Miscellaneous.

(a) Amendments. The Parties may amend, modify, or supplement this Agreement only by a written agreement signed between the parties.

(b) Notices. Any notice, request, instruction, or other communication to be given under this Agreement by a Party shall be in writing and shall be deemed to have been given to the other Party (i) when delivered, if delivered in person or by overnight delivery service (charges prepaid), (ii) when sent, if sent via email, provided, however, that no undeliverable message is received by the sender, or (iii) when received, if sent by registered or certified mail, return receipt requested, in each case to the address, facsimile number, or email address of such Party set forth below and marked to the attention of the designated individual:

If to Friffo, to:

Friffo Acquisition Corp.  
Mairmax, Virginia 22088

Attention:

Email:

with a copy, (which will not constitute notice) to:

Mayer Brown LLP

71 South Wacker Drive  
Chicago, Illinois 60606  
Attention:   
Email: e

and

Ambu Chase, P.C.

New York, New York 10017  
Attention:   
Email:

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If to the Restricted Party, to the address set forth on the signature page hereto, with a copy (which will not constitute notice) to:

Nefer Tito

[redacted]

or to such other individual or address, facsimile number, or email address as a Party may designate for itself by notice given in accordance with this Section 10(b).

(c) Waivers. No failure or delay by Friffo in enforcing any of its rights under this Agreement will be deemed to be a waiver of such rights. No single or partial exercise of Friffo’s rights will be deemed to preclude any other or further exercise of Friffo’s rights under this Agreement. No waiver of any of Friffo’s rights under this Agreement will be effective unless it is in writing and signed by Friffo.

(d) Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon and shall inure to the exclusive benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns and nothing herein, express or implied, is intended to, nor shall it, confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. The Restricted Party acknowledges and agrees that (i) this Agreement is and shall be binding against it, him or her from and after such execution, and (ii) the Restricted Party’s agreements and liabilities and obligations hereunder are those of the Restricted Party and for the benefit of Friffo and its Affiliates (including the Company and its Subsidiaries). Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties without the prior written consent of the other Party; provided that Friffo may assign this Agreement in whole or in part to any of its Affiliates or to any Person that becomes a successor in interest (by purchase of assets or equity, or by merger or otherwise) to all or any portion of Friffo or its assets. Each of Friffo’s Affiliates (including the Company and its Subsidiaries) will have the right to enforce all of the Restricted Party’s covenants under this Agreement as if a party hereto and shall be express third party beneficiaries hereof.

(e) Further Assurances. From time to time, as and when reasonably requested by Friffo, the Restricted Party shall execute and deliver all such documents and instruments, and shall take all such further or other actions, as shall be reasonably necessary or appropriate to carry out the intent of this Agreement.

(f) Severability. If any provision of this Agreement is declared invalid, illegal, or unenforceable, (i) all other provisions of this Agreement will remain in full force and effect and (ii) the Parties shall negotiate in good faith to amend or modify this Agreement to replace such invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision giving effect to the Parties’ intent to the maximum extent permitted by Law.

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(g) Governing Law. This Agreement, and all claims or causes of action that are based on, arise out of, or relate to this Agreement, will be governed by and construed in accordance with the Laws of the State of New York without regard to its conflicts of Law rules and any other Law that would cause the application of the Laws (including the statute of limitations) of any jurisdiction other than the State of New York.

(h) Jurisdiction, Service, and Venue. Each Party agrees: (i) to submit to the exclusive jurisdiction of the state and federal courts seated in New York County, New York (and any appellate courts thereof) (such courts, including appellate courts therefrom, the “Specified Courts”) for any Proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement; (ii) to commence any Proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement only in the Specified Courts; (iii) that service of any process, summons, notice or document by United States registered mail to such Party’s address set forth in Section 10(b) will be effective service of process for any Proceeding brought against such Party in any of the Specified Courts; (iv) to waive any objection to the laying of venue of any Proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement in the Specified Courts; and (v) to waive and not to plead or claim that any such Proceeding brought in any of the Specified Courts has been brought in an inconvenient forum.

(i) WAIVER OF TRIAL BY JURY. EACH OF THE PARTIES WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 10(i).

(j) Counterparts; Delivery by Electronic Transmission. This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together shall constitute one and the same instrument. The delivery of an electronic signature by means of .pdf, .tif, .gif, .jpeg or similar attachment to e-mail, as well as electronic signatures complying with the U.S. federal ESIGN Act of 2000, the Uniform Electronic Transactions Act or other applicable Law (e.g., www.docusign.com), to, or a copy/scan of a manual signature on a counterpart to, this Agreement by facsimile, email or other electronic transmission shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. No party hereto or to any such contract shall raise the use of electronic transmission by means of .pdf, .tif, .gif, .jpeg or similar attachment to e-mail to deliver a signature or the fact that any signature or contract was transmitted or communicated by .pdf, .tif, .gif, .jpeg or similar attachment to e-mail as a defense to the formation of a contract, and each such party forever waives any such defense.

(k) Definitional Provisions and Interpretation. The captions used in this Agreement are for convenience of reference only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement. The use of the masculine, feminine, or neuter gender or the singular or plural form of words in this Agreement shall not limit any provision of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and the parties intend that no rule of strict construction will be applied against any Person. The use of the word “including” or “include” in this Agreement shall be by way of example rather than by limitation and will in all cases mean “including, without limitation” or “include, without limitation,” respectively. The use of “or” is not intended to be exclusive unless expressly indicated otherwise. Underlined references to Sections, clauses, Exhibits or Schedules shall refer to those portions of this Agreement. The use of the terms “hereunder,” “hereof,” “hereto,” and words of similar import shall refer to this Agreement as a whole and not to any particular Section, paragraph, or clause of this Agreement.

*[Signature Pages Follow]*

7

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

|  |  |  |
| --- | --- | --- |
|  | **FRIFFO ACQUISITION CORP.** | |
|  |  |  |
|  | By: | /s/ Richard J. Hendrix |
|  | Name: | Richard J. Hendrix |
|  | Title: | Chief Executive Officer |

[Signature Page to Non-Competition and Non-Solicitation Agreement]

**Non-CompA#28**

**Exhibit 10.1**

**Norcot Wolf**

**Director of Talent Acquisition**

**ThisThat**

**Phone:**

**E-mail:**

**Offer of Employment: 07/21/2020**

**Mary Tots**

**Watertown, MN**

**﻿**

Dear Joe,

﻿

Congratulations! I am pleased to extend this letter to you as a formal offer of promotion with ThisThat Corporate Headquarters. The position being offered is that of Senior Vice President of Supply Chain & Distribution. This position is a named executive officer of the company and will be reporting directly to the President & CEO.

Specifically, this offer of employment includes the following:

• You will be paid an annual salary of $218,000.

• Eligible to participate in the Company's corporate bonus program. Under this plan, you will have a target bonus opportunity of 40% of your annual salary based on the Company's performance. More details surrounding the corporate bonus plan are attached.

• Relocation from Alabama to Minnesota per ThisThat Relocation Policy. Relocation contract and details surrounding the policy are attached.

• Paid Time Off per the attached Corporate Policy, along with 7 paid Holidays.

• You will be qualified on the first day of the month, following sixty (60) days of employment, to participate in the standard benefits program in effect for employees, including medical, dental, life, and accident insurance.

• 401(k) Retirement Savings Plan.

• Change of Control:

(A) In the event of a Change of Control of the Company, if (1) you are not offered employment or continued employment by the Successor Entity upon consummation of such Change of Control, or

(2) prior to the first anniversary of such Change of Control, (a) you are discharged by the Successor Entity other than for Cause or (b) you resign from employment with the Successor Entity as a result of a Constructive Termination (as defined below), all of your unvested restricted stock award grants will vest and become exercisable immediately prior to such Change of Control or cessation of employment, as applicable.

(B) “Constructive Termination” will occur if you resign from your employment with the Successor Entity within 30 days following (1) a material reduction in your annual base salary or job responsibility or (2) the relocation of your principal office location to a facility or location located more than 50 miles from your principal office location on the date of the Change of Control.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(C) If you are terminated without Severance Cause (as defined below) or resign for Good Reason (as defined below) due to a Change of Control, you will be entitled to receive an amount equal to your then-current base salary for a six-month period commencing with the effective date of your termination of employment with the Company (the “Severance Period”). The foregoing amount will be payable pro rate over the Severance Period in accordance with the Company’s normal payroll practices; provided, however, that the Company will not pay any severance payments unless and until (a) you execute and deliver to the Company a general release (b) such Release is executed and delivered to the Company within 21 days after your termination date and (c) all time periods for revoking the Release have lapsed. If you are terminated during the month of December of any calendar year and are owed severance hereunder, no severance payments will be made prior to January 1st of the next calendar year and any amount that would have otherwise been payable to you in December of the preceding calendar year will be paid to you on the first date in January on which you would otherwise be entitled to any payment. Following your termination date, all benefits offered by the Company, including health insurance benefits, will cease. From and after such date, you may elect to continue your participation in the Company’s health insurance benefits at your expense pursuant to COBRA by notifying the Company in the time specified in the COBRA notice you will be provided and paying the monthly premium yourself.

(D) “Severance Cause” means (1) willful misconduct in connection with your employment or willful failure to perform your responsibilities in the best interests of the Company, as determined by the CFO; (2) conviction of, or plea of nolo contendre or guilty to, a felony other than an act involving a traffic related infraction; (3) any act of fraud, theft, embezzlement or other material dishonesty by you that harmed the Company; (4) intentional violation of a federal or state law or regulation applicable to the Company’s business, which violation was or is reasonably likely to be injurious to the Company; or (5) repeated failure to perform your duties and obligations of your position with the Company, which failure is not cured within 30 days after notice of such failure from the CFO to you.

(E) “Good Reason” for your resignation will exist if you resign from your employment with the Company as a result of (1) a material reduction in your annual base salary or job responsibility or (2) the relocation of your principal office location to a facility or location located more than 50 miles from your current principal office location.

• This offer is contingent upon review by our corporate office and successful completion of our reference checking process, including but not limited to a background investigation, drug screen, personal references, and prior work history.

• As a Senior VP, you will be required, as a condition of your employment with ThisThat, to sign a Nondisclosure, Confidentiality, Assignment and Noncompetition Agreement, a copy of which is attached hereto as Exhibit A (the "Non-Competition and Non-Disclosure Agreement").

• You agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Company reserves the right to make changes to the corporate bonus plan and other benefits outlined in the letter above and attached.

﻿

Joe, we hope you decide to accept this promotion at ThisThat Corporate Headquarters. We are confident that your skills and abilities will be a tremendous asset to our team and that you will be afforded opportunities to learn and advance your career with us. We recognize that you retain the option, as does the company, of ending your employment at any time, with or without notice and with or without cause. As such, your employment with ThisThat is at-will, and neither this letter nor any other oral or written representations may be considered a contract for any period of time. If you accept the offer of employment, please sign below. If you have any questions, please do not hesitate to contact Norcot Wolf at 66-666-66. We would love you to start your Corporate Career at ThisThat on July 31st, 2020, at 8:00am.

﻿

Congratulations!!

﻿

Sincerely,

/s/ Atta Furnonck

Atta Furnonck

President & CEO

ThisThat

﻿

I accept the offer of employment under the terms and conditions listed above.

﻿

|  |  |  |
| --- | --- | --- |
| ﻿ |  |  |
| /s/ Mary Tots |  | October 16, 2020 |
| Name |  | Date |

﻿

**EXHIBIT A**

**﻿**

**THISTHAT HOLDINGS, INC.**

**﻿**

**NONDISCLOSURE, CONFIDENTIALITY, ASSIGNMENT AND**

**NONCOMPETITION AGREEMENT**

**﻿**

THIS    NONDISCLOSURE,    CONFIDENTIALITY,    ASSIGNMENT    AND NONCOMPETITION AGREEMENT (this "Agreement") is made this 31st day of July, 2020, by and between ThisThat Holdings, Inc.,  a Delaware corporation (collectively with any predecessors, successors, and assignees, the "Company"), and Mry Tots (“I” or "  me"),  to be effective on July 31, 2020.

﻿

In consideration of my engagement or continued engagement as an officer,  employee, director, advisor, partner, independent contractor or consultant of the Company (an "Associate"),  and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

﻿

1.    DEFINITIONS.

﻿

1.1.    "Affiliate" means any direct or indirect subsidiary of the Company.

﻿

1.2.    "Confidential Information" means any and all confidential and/or proprietary knowledge, data or information concerning the business, business relationships and financial affairs of the Company or its Affiliates whether or not in writing and whether or not labeled or identified as confidential or proprietary. By way of illustration, but not limitation, Confidential Information includes (a) Inventions and (b) research and development activities of the Company or its Affiliates, services and marketing plans, business plans, budgets and unpublished financial statements, licenses,  prices and costs, customer and supplier information and information disclosed to the Company or its Affiliates or to me by third parties of a proprietary or confidential nature or under an obligation of confidence. Confidential Information is contained in various media, including without limitation, patent applications, computer programs in object and/or source code, flow charts and other program documentation, manuals, plans,  drawings, designs, technical specifications, laboratory notebooks, supplier and customer lists, internal financial data and other documents and records of the Company or its Affiliates. Notwithstanding the foregoing, nothing in this Agreement is intended to or will be used in any way to prevent disclosure of Confidential Information in accordance with the immunity provisions set forth in the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1833(b)), meaning the disclosure is (1) in confidence to a government official or attorney solely for the purpose of reporting or investigating a suspected legal violation; or (2) under seal in connection with a lawsuit or other proceeding (including an anti-retaliation lawsuit) .

﻿

1.3.    "Inventions" means all ideas, concepts, discoveries, inventions, developments, improvements, formulations, products, processes, know-how, designs, formulas, methods, developmental or experimental work, clinical data, original works of authorship, software programs, software and systems documentation, trade secrets, technical data, or licenses to use

(whether or not patentable or registrable under copyright or similar statutes), that are or were made, conceived, devised, invented, developed or reduced to practice or tangible medium by me, either alone or jointly with others (a) during any period that I am an Associate of the Company, whether or not during normal working hours or on the premises of the Company, that relate, directly or indirectly, to the business of the Company or its Affiliates, (b) at the request of or for the benefit of the Company during any period prior to my engagement as an Associate of the Company that relate, directly or indirectly, to the business of the Company or its Affiliates, or (c) that arise out of, or are incidental to, my engagement as an Associate of the Company.

﻿

1.4.    "Prior Inventions" means any inventions made, conceived, devised, invented, developed or first reduced to practice by me, under my direction or jointly with others prior to the date of this Agreement and that do not constitute Inventions within the meaning of Section 1.3 above. Prior Inventions also means an invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on my own time, and (1) which does not relate (a) directly to the business of the Company or (b) to the Company's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the me for the Company.

﻿

1.5.    "Third Party Information" means any confidential or proprietary information received by the Company or its Affiliates from third parties.

﻿

2.    CONFIDENTIALITY.

﻿

2.1.    Recognition of the Company's Rights. I understand that the Company continually obtains and develops valuable Confidential Information that may or has become known to me in connection with my engagement as an Associate of the Company. I acknowledge that all Confidential Information is and will remain the exclusive property of the Company or the third party providing such Confidential Information to myself, the Company, or the Company's Affiliates.

﻿

2.2.    Nondisclosure of Confidential Information. I agree that during the term of my engagement as an Associate of the Company and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon, publish or otherwise make available to any third party (other than personnel of the Company or its Affiliates who need to know such information in connection with their work for the Company), any Confidential Information of the Company, except as such disclosure, use or publication may be required in connection with my work for the Company, or as expressly authorized in writing by an executive officer of the Company. I agree that I will use such Confidential Information only in the performance of my duties for the Company and in accordance with any Company policies with respect to the protection of Confidential Information. I agree not to use such Confidential Information for my own benefit or for the benefit of any other person or business entity.

﻿

2.3.    Third Party Information. In addition, I understand that the Company has received and in the future will receive Third Party Information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my engagement as an Associate of the Company and thereafter, I will hold

Third Party Information in the strictest confidence and will not disclose to anyone (other than personnel of the Company or its Affiliates who need to know such information in connection with the performance of their duties for the Company) or use any Third Party Information, except as such disclosure or use may be required in connection with the performance of my duties for the Company, or as expressly authorized in writing by an executive officer of the Company.

﻿

2.4.    Exceptions. My obligations under Sections 2.2 and 2.3 hereof will not apply to the extent that certain Confidential Information (a) is or becomes generally known within the Company's industry through no fault of mine; (b) was known to me at the time it was disclosed as evidenced by my written records at the time of disclosure; (c) is lawfully and in good faith made available to me by a third party who did not derive it from the Company or the Company' s  Affiliates and who imposes no obligation of confidence to me, the Company, or the Company's Affiliates; or (d) is required to be disclosed by a governmental authority or by order of a court of competent jurisdiction, provided that such disclosure is subject to all applicable governmental or judicial protection available for like material and reasonable advance notice is given to the Company.

﻿

2.5.    Protection and Return of Confidential Information. I agree to exercise all reasonable precautions to protect the integrity and confidentiality of Confidential Information in my possession and not to remove any materials containing Confidential Information from the premises of the Company, except to the extent necessary in the performance of my duties for the Company or unless expressly authorized in writing by an executive officer of the Company. Upon the termination of my engagement as an Associate of the Company, or at any time upon the Company's request, I will return immediately to the Company any and all notes, memoranda, specifications,  devices, formulas and documents,  together with copies thereof, and any other material containing or disclosing any Confidential Information of the Company or Third Party Information then in my possession or under my control.

﻿

3.    ASSIGNMENT OF INVENTIONS.

﻿

3.1.    Ownership of Inventions. I acknowledge that all Inventions already existing at the date of this Agreement or that arise after the date of this Agreement, belong to and are the absolute property of the Company and will not be used by me for any purpose other than carrying out my duties as an Associate of the Company.

﻿

3.2.    Assignment of Inventions; Enforcement of Rights.  Subject to Section 3.6, I hereby assign and agree to assign in the future to the Company all of my right, title and interest to any and all Inventions and any and all related patent rights, copyrights and applications and registrations therefore. I also agree to assign all my right, title and interest in and to any particular Inventions to a third party as directed by the Company. During and after my engagement as an Associate of the Company, I will cooperate with the Company,  at the Company's expense,  in obtaining proprietary protection for the Inventions and I will execute all documents that the Company reasonably requests in order to perfect the Company's rights in the Inventions. I hereby appoint the Company my attorney to execute and deliver any such documents on my behalf in the event I should fail or refuse to do so within a reasonable period

following the Company's request. I understand that,  to the extent this Agreement is construed in accordance with the laws of any country or state that limits the assignability to the Company of certain inventions, this Agreement will be interpreted not to apply to any such invention that a court rules or the Company agrees is subject to such limitation.

﻿

3.3.    Works for Hire.  I acknowledge that all original works of authorship made by me (solely or jointly with others) within the scope of my engagement as an Associate of the Company or any prior engagement by the Company,  that are protectable by copyright are intended to be "works made for hire",  as that term is defined in Section 101 of the United States Copyright Act of 1976 (the "Act"), and will be the property of the Company and the Company will be the sole author within the meaning of the Act. If the copyright to any such copyrightable work is not the property of the Company by operation of law, I will, without further consideration, assign to the Company all of my right, title and interest in such copyrightable work and will cooperate with the Company and its designees, at the Company's expense, to secure, maintain and defend for the Company's benefit copyrights and any extensions and renewals thereof on any and all such work.  I hereby waive all claims to moral rights **in**any Inventions.

﻿

3.4.    Records. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and **in**any other form that may be required by the Company) of all Inventions made by me during the period of my engagement as an Associate of the Company or any prior engagement by the Company, which records will be available to and remain the sole property of the Company at all times.

﻿

3.5.    Obligation to Keep Company Informed. During the period of my engagement as an Associate of the Company, and for six months after termination of my engagement as an Associate of the Company, I agree to promptly disclose to the Company fully and in writing all Inventions authored,  conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within one year after termination of my engagement as an Associate of the Company.

﻿

3.6.    Prior Inventions. I further represent that the attached Schedule A contains a complete list of all Prior Inventions. I agree to update and/or amend Schedule A during my employment as may be necessary and to promptly notify the Company of the same. Such Prior Inventions are considered to be my property or the property of third parties and are not assigned to the Company hereunder. If there is no such Schedule A attached hereto, I represent that there are no such Prior Inventions. If I am claiming any Prior Inventions on Schedule A, I agree that, if in the course of my engagement as an Associate of the Company or any prior engagement by the Company, I incorporate any Prior Invention into a Company product, process or machine, the Company will automatically be granted and will have a non-exclusive, royalty-free, irrevocable, transferable, perpetual, world-wide license (with rights to sublicense) to make, have made, modify, use and sell such Prior Invention as part of,  or in connection with, such product, process or machine. Notwithstanding the foregoing, I agree that I will not incorporate,  or permit to be incorporated, Prior Inventions in any Company Inventions without the Company'  s prior written consent.

4.    OTHER AGREEMENTS.

﻿

4.1.    No Conflicting Obligations. I hereby represent to the Company that, except as identified on Schedule B, I am not bound by any agreement or any other previous or existing business relationship that conflicts with or prevents the full performance of my duties and obligations to the Company (including my duties and obligations under this or any other agreement with the Company) during my engagement as an Associate of the Company. I agree I will not enter into any agreement, either written or oral,  that conflicts with this Agreement.

﻿

4.2.    No Improper Use of Information of Prior Employers or Others. I understand that the Company does not desire to acquire from me any trade secrets, know-how or confidential business information I may have acquired from others. Therefore, I agree during my engagement as an Associate of the Company, I will not improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer, or any other person or entity with whom I have an agreement or to whom I owe a duty to keep such information in confidence. Those persons or entities with whom I have such agreements or to whom I owe such a duty are identified on Schedule B.

﻿

5.    NON-COMPETITION. I agree that while I am engaged as an Associate of the Company and for a period of one year after termination or cessation of such engagement for any reason, I will not, without the Company's prior written consent, directly or indirectly,  as a principal, employee, consultant, partner,  or stockholder of, or in any other capacity with, any business enterprise (other than in my capacity as a holder of not more than 1%  of the combined voting power of the outstanding stock of a publicly held company) (a) engage in direct or indirect competition with the Company or its Affiliates,  (b) conduct a business of the type or character engaged in by the Company or its Affiliates at the time of termination or cessation of my engagement as an Associate of the Company,  or (c) develop products or services competitive with those of the Company or its Affiliates.

﻿

6.    GENERAL NON-SOLICITATION. I agree that while I am engaged as an Associate of the Company and for a period of one year after termination or cessation of such engagement for any reason, I will not solicit, divert or take away, or attempt to divert or take away, the business or patronage of any of the clients,  customers or accounts, or prospective clients, customers or accounts,  of the Company or its Affiliates that were contacted, solicited or served by me while I was engaged as an Associate of the Company or any Affiliate.

﻿

7.    NON-SOLICITATION OF EMPLOYEES AND CONSULTANTS. I agree that while I am engaged as an Associate of the Company and for a period of one year after termination or cessation of such engagement for any reason, I will not directly or indirectly hire, recruit, or solicit any employee, independent contractor or consultant of the Company or its Affiliates, or induce or attempt to induce any employee independent contractor or consultant of the Company or its Affiliates to discontinue his or her relationship with the Company or its Affiliates.

﻿

8.    NOTICE OF SUBSEQUENT EMPLOYMENT OR ENGAGEMENT. I will,  for a period of one year after the termination or cessation of my engagement as an Associate of the Company, notify the Company of any change of address, and of any subsequent employment or engagement (stating the name and address of the employer and the nature of the position) or any other business activity.

9.    GENERAL.

﻿

9.1.    Assignment; Successors and Assigns. This Agreement may not be assigned by either party except that the Company may assign this Agreement to any Affiliate or in connection with the merger, consolidation or sale of all or substantially all of its business or assets. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and other legal representatives and, to the extent that any assignment hereof is permitted hereunder, their assignees.

﻿

9.2.    Entire Agreement. The obligations pursuant to Sections 2 and J of this Agreement will apply to any time during which I was previously engaged as an Associate of the Company, or am in the future engaged as an Associate of the Company or any Affiliate if no other agreement governs nondisclosure and assignment of inventions during such period.  This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement.

﻿

9.3.    Severability. In the event that any one or more of the provisions contained herein is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and all other provisions will remain in full force and effect. If any of the provisions of this Agreement is held to be excessively broad, it will be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.

﻿

9.4.    Amendments and Waivers.  No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any occasion if effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

﻿

9.5.    Employment. I understand that this Agreement does not constitute a contract of employment or create an obligation on the part of the Company to continue my employment (if any) with the Company. I understand that my employment (if any) is "at will" and that my obligations under this Agreement will not be affected by any change in my position, title or function with, or compensation, by the Company. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

﻿

9.6.    Legal and Equitable Remedies. I acknowledge that (a) the business of the Company and its Affiliates is global in scope and its services may be marketed and sold throughout the world; (b) the Company and its Affiliates compete with other businesses that are or could be located in any part of the world; (c) the Company has required that I make the covenants contained in this Agreement as a condition to my engagement as an Associate of the Company; and (d) the restrictions contained in this Agreement are necessary for the protection of

the business and goodwill of the Company and its Affiliates and are reasonable for such purpose.  I agree that any breach of this Agreement by me will cause irreparable damage to the Company and its Affiliates and that in the event of such breach, the Company will be entitled,  in addition to monetary damages and to any other remedies available to the Company under this Agreement and at law, to equitable relief, including injunctive relief, and to payment by myself of all costs  incurred by the Company in enforcing of the provisions of this Agreement,  including reasonable attorneys' fees. I agree that should I violate any obligation imposed on me in this Agreement, I will continue to be bound by the obligation until a period equal to the term of such obligation has expired without violation of such obligation.

﻿

9.7.    Governing Law. This Agreement will be construed as a sealed instrument and will in all events and for all purposes be governed by, and construed in accordance with, the laws of the State of Delaware without regard to any choice of law principle that would dictate the application of the laws of another jurisdiction. Any action, suit or other legal proceeding that I may commence to resolve any matter arising under or relating to any provision of this Agreement will be commenced only in a court of the State of Delaware (or, if appropriate, a federal court located within the State of Delaware), and I hereby consent to the jurisdiction of such court with respect to any action, suit or proceeding commenced in such court by the Company.

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[Next Page is Signature Page]

**IN WITNESS WHEREOF,**the parties hereto have executed this Agreement as of the date first above written.

﻿

﻿

/s/ Mary Tots

Mary Tots

﻿

﻿

/s/ Atta Furnonck

THISTHAT HOLDINGS, INC.

﻿

Title:  Chief Executive Officer

**Non-CompA#29**

EXHIBIT 10.2

**Exhibit 10.2**

**NON-COMPETE, NON-DISCLOSURE, NON-SOLICITATION AND NON-HIRE AGREEMENT**

This is an Agreement between Julio Ingles (“You”) and King Corporation (“King” or “Company”).  The Agreement is effective on September 4, 2020 (“Effective Date”).

In consideration of the employment opportunity provided by King on or about September 4, 2020, you, intending to be legally bound, agree to the following:

1. Term of Agreement. This Agreement is effective on the Effective Date, and will remain in effect throughout your employment with King and for a period of twelve (12) months thereafter. The obligation not to disclose set forth in Section 3 will continue indefinitely.

2. Limitations of this Agreement. This Agreement is not a contract of employment. Neither you nor King are obligated to any specific term of employment. This Agreement is limited to the subject matter of covenants not to compete, hire, or solicit as described in this Agreement.

3. Non-Disclosure of Trade Secrets and Confidential Information. You acknowledge that, in the performance of your duties, you have and will receive confidential and valuable business information, including but not limited to business and marketing plans, finances, trade practices, accounting methods, methods of operation, business practices and methods, profit margins, costs, customer and commercial relationships, customer lists and information, company manuals, personnel records or any other data King considers to be confidential information. You agree that, at any time during or after the term of your employment with King, you will not divulge, disclose, reveal or communicate to any business entity or other person (with the exception of the Securities and Exchange Commission or the Company) such information or trade secrets or other valuable information you may obtain during your employment concerning any matters affecting or relating to King’ business as long as such information is not publicly available. You also agree that upon termination of employment with King or sooner (if it is required by King in writing), you will return to King all original and copies of any document or materials of any kind (including those in electronic formats) acquired or coming to your knowledge and custody in connection with your employment with King, whether prepared by you, King, or others.

4. Covenant Not to Compete. You agree that at no time during the term of your employment with King will you engage in any business activity which is competitive with King nor work for any company which competes with King in the beauty salon industry. Nothing in this agreement prohibits you from working for a current King franchisee or becoming a King franchisee as King does not consider its franchisees to be competitors.

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For a period of twelve (12) months immediately following the termination of your employment (regardless of the reason for termination) you agree that within the United States, you will not, directly or indirectly, for you or on behalf of any other, as an individual on your account, or as an employee, agent or representative of any person, partnership, firm, corporation, or other entity or as a member of any partnership, or as an officer, employee or shareholder of any corporation, or otherwise:

a solicit, divert, do business with, or take away any of the customers or franchisees of King;

b enter into endeavors that are competitive with the business or operations of King in the beauty industry;

c own an interest in, manage, operate, join, control, lend money or render financial or other assistance to or participate in or be connected with, as an officer , employee, director, partner, member, stockholder (except for passive investments of not more than a one percent (1%) interest in the securities of a publicly held corporation regularly traded on a national securities exchange or in an over-the-counter securities market) consultant, independent contractor, or otherwise, any individual, partnership, firm, corporation or other business organization or entity that engages in a business which competes with the business or operations of King in the beauty industry.

5. Non-solicitation and non-hire. During the term of your employment, and for a period of twelve (12) months immediately thereafter, you agree you will not, in any way, directly or indirectly, induce or attempt to induce any employee that reports to you, either directly or indirectly, to leave King’ employ, you will not otherwise interfere with or disrupt King’ relationship with employees and you will not solicit, assist in the solicitation of, entice, take away, divert or employ any person employed by King. You also agree that for a period of twelve (12) months after your employment, you will not hire anyone that, within the twelve (12) months prior to the termination of your employment, directly or indirectly, reported to you while you worked at King.

6. Injunctive Relief. You hereby acknowledge: (1) that King will suffer irreparable harm if you breach your obligations under this Agreement; and (2) that monetary damages will be inadequate to compensate King for such a breach. Therefore, if you breach any of such provisions, then King shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

You further agree to waive any requirement for the securing or posting of any bond or other security in connection with the obtaining of any such injunctive or equitable relief. In the event of a breach of any of the provisions contained in this section, you and King intend that King will have the full benefits of the post-termination restrictions contained in Paragraphs 4 and 5 of this section and agree that in any action for specific performance of other equitable relief, King shall be entitled to an extension of time of the post-termination restrictions contained in Paragraphs 4 and 5 if necessary to achieve that result.

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7. Acknowledgement. You and the Company each acknowledge and agree that nothing in this Agreement shall be applied to limit or interfere with your right, without notice to or authorization of the Company, to communicate and cooperate in good faith with a Government Agency for the purpose of (i) reporting a possible violation of any U.S. federal, state, or local law or regulation, (ii) participating in any investigation or proceeding that may be conducted or managed by any Government Agency, including by providing documents or other information, or (iii) filing a charge or complaint with a Government Agency. For purposes of this Agreement, “Government Agency” means the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other self-regulatory organization or any other federal, state or local governmental agency or commission. You understands that you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or (c) in court proceedings if you file a lawsuit for retaliation by an employer for reporting a suspected violation of law, or to your attorney in such lawsuit, provided that you must file any document containing the trade secret under seal, and you may not disclose the trade secret, except pursuant to court order. However, you are not authorized to make any disclosures as to which the Company may assert protection from disclosure under the attorney-client privilege or the attorney work product doctrine, without prior written consent of the Company’s General Counsel or another authorized officer designated by the Company.

8. Attorneys’ Fees. The Company will be entitled to receive from you reimbursement for reasonable attorneys’ fees and expenses it incurs in successfully enforcing this Agreement to final judgment (including appeals) and you shall be entitled to receive from the Company reasonable attorneys’ fees and expenses you incur in the event the Company is found to not be entitled to enforcement of this Agreement.

9. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Company, including any party with which the Company may merge or consolidate or to which it may transfer substantially all of its assets. As used in the Agreement, the term “successor” shall include any person, firm, corporation or other business entity which at any time, whether by merger, purchase or otherwise, acquires all or substantially all of the capital stock or assets of the Company.

10. Severable Provisions. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

11. Modifications. The parties hereby authorize any court of other tribunal of competent jurisdiction to modify any provision(s) held to be invalid or unenforceable to the extent necessary to permit such provision(s) to be legally enforced to the maximum extent permissible and to then enforce the provision(s) as modified.

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12. Prior Understandings. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. The Agreement supersedes all prior understanding, agreements, or representations.

13. Waiver. Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

14. Jurisdiction and Venue. This Agreement is to be construed pursuant to the laws of the State of Minnesota. You agree to submit to the jurisdiction and venue of any court of competent jurisdiction in Hennepin County, Minnesota without regard to conflict of laws provisions, for any claim arising out of this Agreement.

Dated: September 4 , 2020 CORPORATION

By /s/ Helfried Wurmser

Title: SVP, General Counsel and Corporate Secretary

By your signature below you acknowledge that you have read and understand the foregoing Agreement, that you agree to comply with all of the terms of the Agreement, and that you have received a copy of the Agreement.

Dated: September 4 ,2020 /s/ Julio Ingles

Julio Ingles

**Non-CompeteA#30**

 EX-10.2

EX-10.1 2 exhibit101non-competitiona.htm EXHIBIT 10.1

Exhibit 10.1

**NONCOMPETITION AGREEMENT**

THIS AGREEMENT, dated as of June 4, 2015, is made by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an individual (the “Employee”), and Bellows, Inc., a corporation whose principal offices are located at XXXX, MA 01865 (Bellows, Inc., together with its subsidiaries and affiliates, and their successors and assigns, are collectively referred to as the “Employer”).

WHEREAS, Employer, is a worldwide leader in the manufacture, development and distribution of automation and cryogenic solutions for multiple markets including semiconductor manufacturing and life sciences. Employer’s technologies, engineering competencies and global service capabilities provide customers speed to market and ensure high uptime and rapid response, which equate to superior value in their mission-critical controlled environments. Through product development initiatives and strategic business acquisitions, Employer has expanded offerings to meet the needs of customers in the life sciences industry, analytical and research markets and clean energy solutions.

WHEREAS, Employer has developed and continues to develop and use certain trade secrets, customer lists and other proprietary and confidential information and data, which Employer has spent a substantial amount of time, effort and money, and will continue to do so in the future, to develop or acquire such proprietary and confidential information and to promote and increase its good will.

NOW, THEREFORE, in consideration of Employee’s continued employment by Employer and Employee’s compensation, in particular additional valuable consideration including, but not limited to the granting of certain stock units or other equity or incentive compensation,which is conditioned, at least in part, upon Employee’s execution and delivery of this Agreement, Employee understands and agree to the following:

Section 1.     Employee recognizes and acknowledges that it is essential for the proper protection of the Employer’s legitimate business interests that Employee be restrained for a reasonable period following the termination of Employee’s employment with the Employer, either voluntarily or involuntarily, from competing with Employer as set forth below.

Employee acknowledges and agrees that during the term of Employee’s employment with Employer, and for a period of twelve (12) months thereafter, Employee will not, directly or indirectly, engage, participate or invest in or be employed by any business within the Restricted Area, as defined below, which: (i) develops or manufactures products which are competitive with products developed or manufactured by Employer; (ii) distributes, markets or otherwise sells, either through a direct sales force or through the use of the Internet, products manufactured by others which are competitive with or similar to products distributed, marketed or sold by Employer; or (iii) provide services, including the use of the Internet to sell, market or distribute products, which are competitive with or similar to services provided by Employer, including, in each case, any products or services Employer has under development or which are the subject of active planning at any time during the term of Employee’s employment. The foregoing restrictions shall apply regardless of the capacity in which Employee engages, participates or invests in or is employed by a given business, whether as owner, partner, director, shareholder, consultant, agent, employee, co-venturer or otherwise.

“Restricted Area” shall mean each state and territory of the United States of America and each country of the world outside of the United States of America in which Employer has invented, developed,

Exhibit 10.1

manufactured, marketed, sold and/or distributed its products and/or services (or in which Employer was actively planning to engage or to do business) at any time within the last two (2) years of Employee’s employment.

Section 2.    During the term of Employee’s employment with Employer and for a period of twelve (12) months after termination of the Employee’s employment with the Employer for any reason, Employee will not: (i) employ, hire, solicit, induce or identify for employment or attempt to employ, hire, solicit, induce or identify for employment, directly or indirectly, any employee(s) of the Employer to leave his or her employment and became an employee, consultant or representative of any other entity including, but not limited to, Employee’s new employer, if any; and/or (ii) solicit, aid in or encourage the solicitation of, contract with, endeavor to reduce the amount of business conducted by the Employer, aid in or encourage the contracting with, service, or contact any person or entity which is or was, within the two (2) years prior to Employee’s termination of employment with Employer, a customer or client of Employer, or a prospective customer or client of Employer, for purposes of marketing, offering or selling a product or service competitive with a product of service developed, marketed or sold and/or distributed by the Employer.

Section 3.    For the period of twelve (12) months immediately following the end of Employee’s employment by Employer, Employee will inform each new employer, prior to accepting employment, of the existence of this Agreement and provide that employer with a copy of this Agreement.

Section 4.    Employee understands and agrees that the provisions of Sections 1 and 2 shall not prevent Employee from acquiring or holding publicly traded stock or other publicly traded securities of a business, so long as Employee’s ownership does not exceed 1% percent of the outstanding securities of such company of the same class as those held by Employee, or from engaging in any activity or having an ownership interest in any business that is approved in advance in writing by the Board of Bellows, Inc.

Section 5.    Employee acknowledges that the time, geographic and scope of activity limitations set forth herein are reasonable and necessary to protect the Employer’s legitimate business interests. However, if in any judicial proceeding a court refuses to enforce this Agreement, whether because the time limitation is too long, because the restrictions contained herein are more extensive (whether as to geographic area, scope of activity or otherwise) than is necessary to protect the legitimate business interests of Employer, it is expressly understood and agreed between the parties hereto that this Agreement is deemed modified to the extent necessary to permit this Agreement to be enforced in any such proceedings. The twelve (12) month duration of Employee’s covenants in Sections 1, 2 and 3 of this Agreement shall be extended by the period equal to the time, if any, during which Employee is in breach of any such covenants.

Section 6.    Employee further acknowledges and agrees that it would be difficult to measure any damages caused to Employer which might result from any breach by Employee of any of the promises set forth in this Agreement, that any harm done would be irreparable, and that, in any event, money damages would be an inadequate remedy for any such breach. Accordingly, Employee acknowledges and agrees that if he or she breaches or threatens to breach, any portion of this Agreement, Employer shall be entitled, in addition to all other remedies that it may have: (i) to an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to Employer; (ii) to be relieved of any obligation to provide any further shares, payments, or benefits to Employee or Employee’s dependents (including the obligation to continue to vest Employee, or allow Employee to exercise, any outstanding stock units or other equity or incentive compensation); and (iii) to designate that any stock units or other equity or incentive compensation that became vested, exercisable,

Exhibit 10.1

or payable prior to any breach by Employee of this Agreement shall be forfeited, and that any shares or cash relating to such equity compensation that was previously paid or delivered to Employee within twelve (12) months of such breach shall be returned or repaid to the Employer within ten (10) days of Employer’s written demand.

Section 7.    Intentionally Omitted.

Section 8.    The Employee acknowledges and agrees that this Agreement does not constitute a contract of employment and does not imply that Employer or any of its subsidiaries will continue the Employee’s employment for any period of time.

Section 9.    This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and any previous agreements or understandings between the parties regarding the subject matter hereof are merged into and superseded by this Agreement. For avoidance of doubt, nothing in this Agreement shall affect any of the Employee’s obligations to Employer under any separate confidentiality, non-disclosure or inventions agreement entered into between the Employee and the Employer.

Section 10.    This Agreement cannot be modified, amended or changed, nor may compliance with any provision hereof be waived, except by an instrument in writing executed by the party against whom enforcement of such modification, amendment, change or waiver is sought. Any waiver by the Employer of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of the Employer to insist upon strict compliance with any provision of this Agreement at any time shall not deprive the Employer of the right to insist upon strict compliance with such provision at any other time or of the right to insist upon strict compliance with any other provision hereof at any time.

Section 11.    All notices, requests, demands, consents and other communications which are required or permitted hereunder shall be in writing, and shall be deemed given when actually received or if earlier, two days after deposit with the U.S. postal authorities, certified or registered mail, return receipt requested, postage prepaid or two days after deposit with an internationally recognized air courier or express mail, charges prepaid, addressed as follows:

If to Employer:

Bellows, Inc.

Massachusetts 01865

Attention: Senior Vice President, HR

If to the Employee, at the address set forth in the Employer’s records, or to such other address as any party hereto may designate in writing to the other party, specifying a change of address for the purpose of this Agreement.

Section 12.     This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 13.    This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to agreements executed and to be performed solely within such state, without regard for its choice of law principles.

Exhibit 10.1

Section 14.

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| (a) | Employee understands and agrees that Employer shall suffer irreparable harm in the event that Employee breaches any of Employee’s obligations under Sections 1 and 2 of this Agreement and that monetary damages shall be inadequate to compensate Employer for such breach. Accordingly, Employee agrees that, in the event of a breach or threatened breach by Employee of any of the provisions of Section 1 or 2 of this Agreement, Employer shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or restrain any such breach by Employee. The Employer shall be entitled to seek all other monetary damages to which it is entitled under the law in connection with any transactions constituting a breach of any of the provisions of Sections 1 or 2 of this Agreement only in accordance with Section (b) herein. |

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| (b) | Except as set forth in Section (a) herein, the Parties shall submit any disputes arising under this Agreement to an arbitration panel conducting a binding arbitration in Boston, Massachusetts or at such other location as may be agreeable to the Parties, in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association in effect on the date of such arbitration (the “Rules”), and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The award of the arbitrator shall be final and shall be the sole and exclusive remedy between the Parties regarding any claims, counterclaims, issues or accountings presented to the arbitrator. |

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| (c) | Except as set forth in Section (a) herein, if either Party pursues any claim, dispute or controversy against the other in a proceeding other than the arbitration provided for herein, the responding Party shall be entitled to dismissal or injunctive relief regarding such action and recovery of all costs, losses and attorney’s fees related to such action. |

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| (d) | The Employee acknowledges and expressly agrees that this arbitration provision constitutes a voluntary waiver of trial by jury in any action or proceeding to which the Employee or the Company may be parties arising out of or pertaining to this Agreement. |

Any judicial proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of the Commonwealth of Massachusetts, and, by execution and delivery of this Agreement, each of the parties to this Agreement accepts the exclusive jurisdiction of such courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. This provision may be filed with any court as written evidence of the knowing and voluntary irrevocable agreement between the parties to waive any objections to jurisdiction, to venue or to convenience of forum. Each party acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues, and therefore each party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect of any litigation arising directly or indirectly out of this Agreement.

Section 15.    This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors and administrators, successors and assigns. Employee acknowledges and agrees that this Agreement may be assigned by Employer without further consent by the Employee (including but not limited to any successor to the Employer following a sale, merger or other similar transaction), but that Employee’s rights and obligations hereunder are personal and may not be assigned by Employee. For all purposes of this Agreement, references to the “Employer” shall be deemed to

Exhibit 10.1

include all predecessor and successor entities.

Section 16.    This Agreement shall be interpreted so as to be effective and valid under applicable law, but if any provision is prohibited or invalid under such law, such provision shall be ineffective only to the extent it is prohibited or invalid, without invalidating or nullifying the remainder of such provision or any other provision of this Agreement.

Section 17.    THE EMPLOYEE ACKNOWLEDGES THAT THE EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT AND HAS HAD ADEQUATE TIME AND OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF THE EMPLOYEE’S OWN CHOOSING REGARDING THE MEANING OF THE TERMS AND CONDITIONS CONTAINED HEREIN, AND THE EMPLOYEE FURTHER ACKNOWLEDGES THAT THE EMPLOYEE FULLY UNDERSTANDS THE CONTENT AND EFFECT OF THIS AGREEMENT AND AGREES TO ALL OF THE PROVISIONS CONTAINED HEREIN.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Non-CompA#31**

FORM OF NON-COMPETITION AND NON-SOLICITATION AGREEMENT, DATED AS OF MARCH 13, 2024, BY AND BETWEEN ORZ HOLDINGS, INC. AND EACH PERSON NAMED ON THE SIGNATURE PAGE THERETO

**Exhibit 10.5**

Execution Version

**NON-COMPETITION AND NON-SOLICITATION AGREEMENT**

**THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT** (this “***Agreement***”), dated as of March 13, 2024, is being executed and delivered by the undersigned (the “***Subject Party***”) in favor of and for the benefit of ORZ Holdings, Inc., a Delaware corporation, (the “***Buyer***”), Uvel Holdings, Inc., a Delaware corporation (the “***Company***”), and each of the Buyer’s and/or the Company’s respective present and future Affiliates, successors and direct and indirect subsidiaries (collectively with the Buyer and the Company, the “***Covered Parties***” and each a “***Covered Party***”), to automatically take effect as of the date of consummation of the Merger, as defined below (the “***Effective Date***”). Any capitalized term used but not defined in this Agreement will have the meaning ascribed to such term in the Merger Agreement (as defined below).

**WHEREAS**, on March 13, 2024, (i) the Buyer, (ii) Brutex Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of the Buyer (“***Merger Sub***”), (iii) the Sellers (as defined in the Merger Agreement), (iv) Samuel L. Paul, in the capacity as the Seller Representative pursuant to the terms of the Merger Agreement and (v) the Company entered into that certain Agreement and Plan of Merger (as amended in accordance with the terms there of, the “***Merger Agreement***”), pursuant to which the Buyer will acquire the Company through the merger of Merger Sub with and into the Company, with the Company being the surviving entity (the “***Merger***”) and becoming a wholly owned subsidiary of the Buyer, as a result of which all of the issued and outstanding capital stock of the Company immediately prior to the consummation of the Merger (the “***Closing***”) shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, in exchange for the right to receive Consideration Shares, subject to the terms and conditions set forth in the Merger Agreement and in accordance with the applicable provisions of the General Corporation Law of the State of Delaware (“***DGCL***”);

**WHEREAS,** the Company (and after the Closing, the Buyer), directly and indirectly through its subsidiaries, has developed and maintains a proprietary financial platform and related application programming interfaces through which one or more of its subsidiaries, other financial institutions authorized by the Company, and merchants can dynamically offer certain financing products, including but not limited to closed-end installment loans, retail installment sales contracts, and closed-end consumer leases (the “***Business***”);

**WHEREAS**, in connection with, and as a condition to consummation of the transactions contemplated by the Merger Agreement (the “***Transactions***”), and to enable the Buyer to secure more fully the benefits of the Transactions, including the protection and maintenance of the goodwill and confidential information of the Company and its subsidiaries, the Buyer has required that the Subject Party enter into this Agreement;

**WHEREAS**, the Subject Party is entering into this Agreement in order to induce the Buyer to consummate the Transactions, pursuant to which the Subject Party will directly or indirectly receive a material benefit; and

**WHEREAS**, the Subject Party is a stockholder or Key Employee of the Company, has contributed to the value of the Company and its subsidiaries and has obtained extensive and valuable knowledge and confidential information concerning the Business of the Company and its subsidiaries (and after the Closing, the Buyer).

**NOW, THEREFORE**, in order to induce the Buyer to consummate the Transactions, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Subject Party hereby agrees as follows:

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|  | **1.** | **Restriction on Competition.** |

(a) Restriction. The Subject Party hereby agrees that during the period from the Closing until the two (2) year anniversary of the Closing Date (the “Restricted Period”) the Subject Party will not, directly or indirectly, without the prior written consent of the Buyer (which may be withheld in its sole discretion), anywhere in the United States (the “Territory”), directly or indirectly engage or participate in the Business (other than through a Covered Party) or own, manage, finance or control, or participate in the ownership, management, financing or control of, or become engaged or serve as an officer, director, member, partner, employee, agent, consultant, contractor, advisor or representative of, a business or entity (other than a Covered Party) that engages in the Business (a “Competitor”). Notwithstanding the foregoing, the Subject Party shall not be prohibited from: (i) directly or indirectly, owning solely as a passive investment not in excess of two percent (2%) in the aggregate of any class of capital stock of any corporation if such stock is publicly traded and listed on any national exchange or quoted on the Nasdaq or New York Stock Exchange, regardless of whether or not such corporation is a Competitor; (ii) owning a passive equity interest in a diversified private or public debt or equity investment fund (including without limitation hedge and mutual funds) in which the Subject Party does not have the ability to control or exercise any managerial influence over such fund; (iii) working for or becoming employed or engaged by a venture capital, private equity, or debt fund that owns equity interests in a Competitor so long as the Subject Party does not serve as an officer, director, employee, advisor, or consultant, or provide any services to any such Competitor; (iv) being employed by any government agency, college, university or other non-profit research organization or performing speaking engagements and receiving honoraria in connection with such engagements, or (v) any activity consented to in writing by the Covered Parties; provided that in all such instances, the Subject Party continues to abide by all confidentiality obligations in favor of the Covered Parties and their Affiliates under all agreements containing such confidentiality obligations (“Permitted Ownership”).

(b) Acknowledgment. The Subject Party acknowledges and agrees, based upon the advice of legal counsel and/or the Subject Party’s own education, experience and training, that (i) the Subject Party possesses knowledge of the trade secrets and confidential information of the Company and its subsidiaries and the Business, (ii) the Subject Party’s execution of this Agreement is a material inducement to the Buyer and the Company to consummate the Transactions and to realize the goodwill of the Company and its subsidiaries, for which the Subject Party and/or its Affiliates will receive a substantial direct or indirect financial benefit which the Subject Party agrees constitutes adequate consideration for entering into this Agreement, and that the Buyer and the Company would not have entered into the Merger Agreement or consummated the Transactions but for the expectations of the Subject Party’s agreements set forth in this Agreement; (iii) it would impair the goodwill of the Company and its subsidiaries and reduce the value of the assets of the Company and its subsidiaries and could cause serious and irreparable injury if the Subject Party and/or its Affiliates were to use its ability and knowledge by engaging in the Business, and/or to otherwise breach the obligations contained herein and that the Covered Parties would not have an adequate remedy at law because of the unique nature of the Business, (iv) the Subject Party and its Affiliates have no intention of engaging in the Business (other than through the Covered Parties) during the Restricted Period other than through Permitted Ownership, (v) the relevant public policy aspects of restrictive covenants, covenants not to compete and non-solicitation provisions have been discussed, and every effort has been made to limit the restrictions placed upon the Subject Party to those that are reasonable and necessary to protect the Covered Parties’ legitimate interests, (vi) the Covered Parties conduct and intend to conduct the Business everywhere in the Territory and compete with other businesses that are or could be located in any part of the Territory, (vii) the foregoing restrictions on competition are fair and reasonable in type of prohibited activity, geographic area covered, scope and duration and do not impose an undue hardship on the Subject Party and will not prevent the Subject Party from earning a living, (viii) the consideration provided to the Subject Party under this Agreement and the Merger Agreement is not illusory, and (ix) such provisions do not impose a greater restraint than is necessary to protect the goodwill or other business interests of the Covered Parties.

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2. No Solicitation.

(a) No Solicitation of Covered Personnel. The Subject Party agrees that, during the Restricted Period, the Subject Party will not, without the prior written consent of the Buyer (which may, other than as contemplated by the following Section 2(a)(i), be withheld in its sole discretion), either on its own behalf or on behalf of any other Person (other than, if applicable, a Covered Party in the performance of the Subject Party’s duties on behalf of the Covered Parties), directly or indirectly: (i) hire or engage as any Covered Personnel (as defined below), provided that with respect to this Section 2(a)(i), the Buyer’s consent shall not be unreasonably withheld; or (ii) solicit, induce, encourage or otherwise knowingly cause (or attempt to do any of the foregoing) any Covered Personnel to leave the service (whether as an employee, consultant or independent contractor) of any Covered Party; provided, however, the Subject Party and its Affiliates will not be deemed to have violated this Section 2(a) if any Covered Personnel voluntarily and independently solicit an offer of employment from the Subject Party or its Affiliate (or other Person whom any of them is acting on behalf of) by responding to a general advertisement or solicitation program conducted by or on behalf of the Subject Party or its Affiliate (or such other Person whom any of them is acting on behalf of) that is not targeted at such Covered Personnel or Covered Personnel generally. For purposes of this Agreement, “Covered Personnel” shall mean any Person who is or was an employee, consultant or independent contractor of the Company, as of the Closing Date or during the one year period preceding the Closing Date. The terms “consultant” and “independent contractor” do not include Persons who are actively providing services in their field to other companies, such as accounting or law firms.

(b) Non-Solicitation of Covered Customers. The Subject Party agrees that, during the Restricted Period, the Subject Party will not, directly or indirectly, without the prior written consent of the Buyer (which may be withheld in its sole discretion), individually or on behalf of any other Person or entity (other than, if applicable, a Covered Party in the performance of the Subject Party’s duties on behalf of the Covered Parties), directly or indirectly: (i) solicit, induce, encourage or otherwise knowingly cause (or attempt to do any of the foregoing) any Covered Customer (as defined below) to (A) cease being, or not become, a client or customer of any Covered Party with respect to the Business or (B) reduce the amount of business of such Covered Customer with any Covered Party; (ii) solicit for business, provide services to, engage in or do business with, any Covered Customer for products or services that are part of the Business. For purposes of this Agreement, a “Covered Customer” shall mean any Person or entity who is or was an actual customer, contractor or client of the Company, as of the Closing Date or during the six-month period immediately preceding the Closing Date.

(c) Non-Disparagement. The Subject Party agrees that from and after the Closing until the two (2) year anniversary of the end of the Restricted Period, the Subject Party and its Affiliates will not directly or indirectly engage in any conduct that involves the making or publishing (including through electronic mail distribution or online social media) of any written or oral statements or remarks (including the repetition or distribution of derogatory rumors, allegations, negative reports or comments) that are disparaging, deleterious or damaging to the integrity, reputation or good will of one or more Covered Parties or their respective management, officers, employees, independent contractors or consultants. Notwithstanding the foregoing, subject to Section 3 below, the provisions of this Section 2(c) shall not restrict the Subject Party or its Affiliates from providing truthful testimony or information in response to a subpoena or investigation by a Governmental Authority or in connection with any legal action by the Subject Party or its Affiliate against any Covered Party under this Agreement, the Merger Agreement or any other Ancillary Document that is asserted by the Subject Party or its Affiliate in good faith.

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2. Confidentiality. From and after the Closing Date, the Subject Party will, and will cause its Affiliates and Representatives to, keep confidential and not (except, if applicable, in the performance of the Subject Party’s duties on behalf of the Company) directly or indirectly use, disclose, reveal, publish, transfer or provide access to, any and all Covered Party Information without the prior written consent of the Buyer (which may be withheld in its sole discretion). As used in this Agreement, “Covered Party Information” means all material and information relating to the business, affairs and assets of the Company or its Affiliates , including material and information that concerns or relates to the Company’s and its Affiliates’ technical information, computer hardware or software, administrative, management, operational, data processing, financial, marketing, customers, sales, human resources, employees, vendors, business development, planning and/or other business activities, regardless of whether such material and information is maintained in physical, electronic, or other form, that is: (a) gathered, compiled, generated, produced or maintained by the Company or its Affiliates through their respective Representatives, or provided to the Company or its Affiliates by their respective suppliers, service providers or customers; and (b) intended to be kept and maintained by the Company, its Affiliates or their respective Representatives, suppliers, service providers or customers in confidence. Covered Party Information also includes information disclosed to the Company or its Affiliates by a third party to the extent that it is known to the Subject Party that a Covered Party has an obligation of confidentiality in connection therewith. “Covered Party Information” also includes all information relating to the Merger, including all strategies, negotiations, discussions, terms, conditions, and other information relating to this Agreement, the Merger Agreement and each other document and agreement delivered in connection herewith and therewith. The obligations set forth in this Section 3 will not apply to any Covered Party Information where such material or information: (i) is known or available through other lawful sources not bound by a confidentiality agreement or other confidentiality obligation with respect to such material or information; (ii) is or becomes publicly known through no violation of this Agreement or other non-disclosure obligation of the Subject Party or any of its Representatives; (iii) is already in the possession of the Subject Party at the time of disclosure through lawful sources not bound by a confidentiality agreement or other confidentiality obligation as evidenced by the Subject Party’s documents and records; or (iv) is required to be disclosed pursuant to an order of any administrative body or court of competent jurisdiction (provided that (A) the applicable Covered Party is given reasonable prior written notice, (B) the Subject Party cooperates (and causes its Representatives to cooperate) with any reasonable request of any Covered Party to seek to prevent or narrow such disclosure and (C) if after compliance with clauses (A) and (B) such disclosure is still required, the Subject Party and its Representatives shall use commercially reasonable efforts to disclose only such portion of the Covered Party Information that is expressly required by such order, as it may be subsequently narrowed). Notwithstanding anything in this Agreement, the Merger Agreement or any Ancillary Document to the contrary, the Subject Party may disclose (1) general transaction information to existing or potential partners or investors or similar parties in connection with informational or reporting activities of the kind customarily required in the course of their business, including the material terms of the Merger Agreement or any Ancillary Document and information regarding the Company and its Affiliates’ business so long as such disclosure has a valid business purpose, is nonpublic, and is effected in a manner consistent with customary practice (including with respect to confidentiality); (2) information in connection with enforcing a Subject Party’s rights in good faith under the Merger Agreement, any Ancillary Document or any applicable Law; or (3) information to its attorneys, accountants, advisors and agents on a confidential basis.

3. Representations and Warranties. The Subject Party hereby represents and warrants, to and for the benefit of the Covered Parties as of the date of this Agreement and as of the Effective Date, that: (a) the Subject Party has full power and capacity to execute and deliver, and to perform all of the Subject Party’s obligations under, this Agreement; and (b) neither the execution and delivery of this Agreement nor the performance of the Subject Party’s obligations hereunder will result directly or indirectly in a violation or breach of any agreement or obligation by which the Subject Party is a party or otherwise bound. By entering into this Agreement, the Subject Party certifies and acknowledges that the Subject Party has carefully read all of the provisions of this Agreement, and that the Subject Party voluntarily and knowingly enters into this Agreement.

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4. Remedies. The covenants and undertakings of the Subject Party contained in this Agreement relate to matters which are of a special, unique and extraordinary character and a violation of any of the terms of this Agreement may cause irreparable injury to the Covered Parties, the amount of which may be impossible to estimate or determine and which cannot be adequately compensated. The Subject Party agrees that, in the event of any breach or threatened breach by the Subject Party of any covenant or obligation contained in this Agreement, each applicable Covered Party will be entitled to seek the following remedies (in addition to, and not in lieu of, any other remedy at law or in equity or pursuant to the Merger Agreement or the other Ancillary Documents that may be available to the Covered Parties, including monetary damages), and a court of competent jurisdiction may award an injunction, restraining order or other equitable relief restraining or preventing such breach or threatened breach, without the necessity of proving actual damages or that monetary damages would be insufficient or posting bond or security, which the Subject Party expressly waives. The Subject Party hereby acknowledges and agrees that in the event of any breach of this Agreement, any value attributed or allocated to this Agreement (or any other non-competition agreement with the Subject Party) under or in connection with the Merger Agreement shall not be considered a measure of, or a limit on, the damages of the Covered Parties.

5. Survival of Obligations. The expiration of the Restricted Period will not relieve the Subject Party of any obligation or liability arising from any breach by the Subject Party of this Agreement during the Restricted Period.

6. Miscellaneous.

(a) Notices. All notices, consents, waivers and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (i) in person, (ii) by facsimile or other electronic means (including email), with affirmative confirmation of receipt, (iii) one Business Day after being sent, if sent by reputable, nationally recognized overnight courier service or (iv) three (3) Business Days after being mailed, if sent by registered or certified mail, pre-paid and return receipt requested, in each case to the applicable party at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Buyer at or prior to the Closing, to:

ORZ Holdings, Inc.

Banana, CA, 92024

Attn: Murrick Miffrin

Email:

With a copy (which will not constitute notice) to:

Lolly LLP

Washington, D.C. 20001

Attn: AB

Email:

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With a copy (which will not constitute notice) to:

High Five Legal Services LLP

New York, New York 10105

Attn:

If to the Company, to:

Uvel Holdings, Inc.

Drinky, MT 59715

Attn: CD

Email:

With a copy (which will not constitute notice) to:

TrustUS LLP

Philadelphia, Pennsylvania 19103

Attn:

Email:

If to the Subject Party, to:

The most recent address reflected on the Company’s personnel records.

(b) Severability; Reformation. Each provision of this Agreement is separable from every other provision of this Agreement. If any provision of this Agreement is found or held to be invalid, illegal or unenforceable, in whole or in part, by a court of competent jurisdiction, then (i) such provision will be deemed amended to conform to applicable laws so as to be valid, legal and enforceable to the fullest possible extent, (ii) the invalidity, illegality or unenforceability of such provision will not affect the validity, legality or enforceability of such provision under any other circumstances or in any other jurisdiction, and (iii) the invalidity, illegality or unenforceability of such provision will not affect the validity, legality or enforceability of the remainder of such provision or the validity, legality or enforceability of any other provision of this Agreement. The Subject Party and the Covered Parties will substitute for any invalid, illegal or unenforceable provision a suitable and equitable provision that carries out, so far as may be valid, legal and enforceable, the intent and purpose of such invalid, illegal or unenforceable provision. Without limiting the foregoing, if any court of competent jurisdiction determines that any part hereof is unenforceable because of the duration, geographic area covered, scope of such provision, or otherwise, such court will have the power to reduce the duration, geographic area covered or scope of such provision, as the case may be, and, in its reduced form, such provision will then be enforceable. The Subject Party will, at a Covered Party’s request, join such Covered Party in requesting that such court take such action.

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(c) Integration and Non-Exclusivity. This Agreement, the Merger Agreement and the other Ancillary Documents contain the entire agreement between the Subject Party and the Covered Parties concerning the subject matter hereof. Notwithstanding the foregoing, the rights and remedies of the Covered Parties under this Agreement are not exclusive of or limited by any other rights or remedies which they may have, whether at law, in equity, by contract or otherwise, all of which will be cumulative (and not alternative). Without limiting the generality of the foregoing, the rights and remedies of the Covered Parties, and the obligations and liabilities of the Subject Party and its Affiliates, under this Agreement, are in addition to their respective rights, remedies, obligations and liabilities (i) under the laws of unfair competition, misappropriation of trade secrets, or other requirements of statutory or common law, or any applicable rules and regulations and (ii) otherwise conferred by contract, including the Merger Agreement and any other written agreement between the Subject Party or its Affiliate and any of the Covered Parties. Nothing in the Merger Agreement will limit any of the obligations, liabilities, rights or remedies of the Subject Party or the Covered Parties under this Agreement, nor will any breach of the Merger Agreement or any other agreement between the Subject Party or its Affiliate and any of the Covered Parties limit or otherwise affect any right or remedy of the Covered Parties under this Agreement. If any term or condition of any other agreement between the Subject Party or its Affiliate and any of the Covered Parties conflicts or is inconsistent with the terms and conditions of this Agreement, the more restrictive terms will control as to the Subject Party or its Affiliate, as applicable.

(d) Amendment; Waiver. This Agreement may not be amended or modified in any respect, except by a written agreement executed by the Subject Party and the Buyer (or their respective permitted successors or assigns). No waiver will be effective unless it is expressly set forth in a written instrument executed by the waiving party and any such waiver will have no effect except in the specific instance in which it is given. Any delay or omission by a party in exercising its rights under this Agreement, or failure to insist upon strict compliance with any term, covenant, or condition of this Agreement will not be deemed a waiver of such term, covenant, condition or right, nor will any waiver or relinquishment of any right or power under this Agreement at any time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

(e) Governing Law; Jurisdiction. This Agreement shall be governed by, construed and enforced in accordance with the Laws of the State of Delaware without regard to the conflict of laws principles thereof. All Actions arising out of or relating to this Agreement shall be heard and determined exclusively in the Chancery Court of the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any U.S. state or federal court located in the State of Delaware (or in any appellate court thereof) (the “Specified Courts”). Each party hereto hereby (a) submits to the exclusive jurisdiction of any Specified Court for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto and (b) irrevocably waives, and agrees not to assert by way of motion, defense or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the transactions contemplated hereby may not be enforced in or by any Specified Court. Each party agrees that a final judgment in any Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law or in equity. Each party irrevocably consents to the service of the summons and complaint and any other process in any other action or proceeding relating to the transactions contemplated by this Agreement, on behalf of itself, or its property, by personal delivery of copies of such process to such party at the applicable address set forth in Section 7(a). Nothing in this Section 7(e) shall affect the right of any party to serve legal process in any other manner permitted by Law.

(f) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SEEK TO ENFORCE THAT FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION ‎7 (f).

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(g) Successors and Assigns; Third Party Beneficiaries. This Agreement will be binding upon the Subject Party and the Subject Party’s estate, successors and assigns, and will inure to the benefit of the Covered Parties, and their respective successors and assigns. Each Covered Party may freely assign any or all of its rights under this Agreement, at any time, in whole or in part, to any Person which acquires, in one or more transactions, at least a majority of the equity securities (whether by equity sale, merger or otherwise) of such Covered Party or all or substantially all of the assets of such Covered Party and its subsidiaries, taken as a whole, without obtaining the consent or approval of the Subject Party so long as such Person assumes in writing the obligations of its transferor under this Agreement. The Subject Party agrees that the obligations of the Subject Party under this Agreement are personal and will not be assigned by the Subject Party. Each of the Covered Parties are express third party beneficiaries of this Agreement and will be considered parties under and for purposes of this Agreement.

(h) Interpretation. The Subject Party acknowledges that the Subject Party has been represented, or had the opportunity to be represented by, counsel of the Subject Party’s choice. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. Neither the drafting history nor the negotiating history of this Agreement will be used or referred to in connection with the construction or interpretation of this Agreement. The headings and subheadings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. In this Agreement: (i) any pronoun used shall include the corresponding masculine, feminine or neuter forms, and words in the singular, including any defined terms, include the plural and vice versa; (ii) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding or succeeding such term and shall be deemed in each case to be followed by the words “without limitation”; (iii) the words “herein,” “hereto,” and “hereby” and other words of similar import shall be deemed in each case to refer to this Agreement as a whole and not to any particular Section or other subdivision of this Agreement; (iv) the word “if” and other words of similar import when used herein shall be deemed in each case to be followed by the phrase “and only if”; (v) the term “or” means “and/or”; (vi) any agreement, instrument, insurance policy, Law or Order defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument, insurance policy, Law or Order as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes, regulations, rules or orders) by succession of comparable successor statutes, regulations, rules or orders and references to all attachments thereto and instruments incorporated therein; and (vii) references to “Affiliates” are limited in this Agreement to such Affiliates as to which the Subject Party can reasonably exercise control.

(i) Mutual Drafting. The parties acknowledge and agree that: (a) this Agreement is the result of negotiations between the parties and will not be deemed or construed as having been drafted by any one party, (b) each party and its counsel have reviewed and negotiated the terms and provisions of this Agreement (including any, exhibits and schedules attached hereto) and have contributed to their revision, (c) the rule of construction to the effect that any ambiguities are resolved against the drafting party will not be employed in the interpretation of this Agreement and (d) neither the drafting history nor the negotiating history of this Agreement may be used or referred to in connection with the construction or interpretation thereof.

(j) Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. A photocopy, faxed, scanned and/or emailed copy of this Agreement or any signature page to this Agreement, shall have the same validity and enforceability as an originally signed copy.

(k) Effectiveness. This Agreement shall be binding upon the Subject Party upon the Subject Party’s execution and delivery of this Agreement, but this Agreement shall only become effective upon the consummation of the Transactions. In the event that the Merger Agreement is terminated in accordance with its terms prior to the consummation of the Transactions, this Agreement shall automatically terminate and become null and void, and the parties shall have no obligations hereunder.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Non-Competition and Non-Solicitation Agreement as of the date first written above, to take effect as of the Effective Date.

Subject Party (for entities):

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

By:

Name:

Title:

Address for Notice:

Address:

Facsimile No.:

Telephone No.:

Email:

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Subject Party (for individuals):

Name:

Address for Notice:

Address:

Facsimile No.:

Telephone No.:

Email:

Acknowledged and accepted as of the date first written above, to take effect as of the Effective Date:

Buyer:

ORZ Holdings, Inc.

By:

Name:

Title:

Company:

Uvel Holdings, Inc.

By:

Name:

Title:

[Signature Page to Non-Competition and Non-Solicitation Agreement]

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**Non-CompA#32**

 EX-10.4

**Exhibit 10.4**

**GRABBUX HOLDINGS, INC.**

**Proprietary Information and Non-Competition Agreement**

This Proprietary Information and Non-Competition Agreement (the “Agreement”) by and between Franz Lux (“you”) and Grabbux Holdings or its parent, affiliate or subsidiary by which you are employed or to which you provide services (the “Company”) is entered into as of February 21, 2024 and shall be effective upon your Start Date, as defined in the Letter Agreement between you and the Company, dated as of February 21, 2024.

1. Acknowledgments. You and the Company acknowledge that you are employed by or otherwise provide services to the Company and/or its parents, subsidiaries and affiliates (collectively, the “Company Group”) in a capacity which creates a relationship of confidence and trust between you and the Company Group. During the term of your employment or service relationship with the Company Group (the “Engagement Term”), you will obtain Confidential Information (as defined herein) with regard to the Company Group and its clients, customers and vendors and will be introduced to and create or develop relationships with customers, employees, joint ventures, suppliers and other persons with which the Company Group does business. Because the Company Group will suffer substantial damage if you engage in certain activities during or after the Engagement Term, including using or disclosing Confidential Information (as defined herein), it is necessary for the Company Group to be protected by the prohibitions and the restrictions set forth in this Agreement in exchange for good and valuable consideration, which you acknowledge receiving. You acknowledge your agreement to the terms and conditions of this Agreement by countersigning at the end of this Agreement.

2. Non-Disclosure of Confidential Information. During the Engagement Term and thereafter, you (a) shall hold all Confidential Information for the benefit of the Company Group (or the owner of any Confidential Information), and (b) shall not, without the prior written consent of the Company, use for your own benefit or disclose to any third party any Confidential Information.

For purposes of this Agreement, “Confidential Information” means all information obtained by or disclosed, created, revealed or known to you as a consequence of or through your employment or other service relationship with the Company Group that is secret, confidential or not generally known to the public (other than through your disclosure of such Confidential Information or disclosure by another person in violation of such person’s obligations to the Company Group or the owner of such Confidential Information) relating to (i) the Company Group, its businesses or operations or (ii) any client or other third party to which the Company Group provides services or which otherwise has business dealings with the Company Group. Confidential Information includes (A) information of a commercial nature (for example, information about customers, clients or vendors of the Company Group (or the third party or its affiliates), strategies, costs, prices and markets), (B) information of a technical nature (for example, methods, know-how, code, processes, technical specifications, drawings and design data), (C) information of a strategic nature (for example, future developments or strategies pertaining to research and development, marketing and sales, new or improved products or services or other matters concerning the Company Group’s or third party’s planning), information as to employees and consultants (for example, capabilities, competence, status with the Company Group and compensation levels), and (E) information conceived, originated, discovered or developed by you during the Engagement Term.

In the event you are compelled by order of a court or other governmental or legal body to disclose any Confidential Information to anyone other than the Company (and its designees), you shall promptly notify the Company of any such order and shall cooperate fully with the Company (or the owner of such Confidential Information) in protecting such information to the fullest extent possible under applicable law.

Nothing in this Agreement shall prohibit you from reporting or disclosing information under the terms of the Grabbux “Whistleblower Policy”.

3. Return of Materials. All Confidential Information, hard copy or electronic documents, records, notebooks, files, memoranda, computer printouts, disks, computer software, designs, hardware (including but not limited to mobile devices and any network related equipment), data, reports, fee schedules or price lists, plans, communications and other documents or materials (including copies or reproductions thereof and documents or information derived therefrom) in your possession or control (the “Materials”) prepared by you (whether individually or with others), obtained by you or disclosed to you in connection with or relating to your employment or other service relationship with the Company Group shall be left with or returned to the Company upon the termination of the Engagement Term or upon the Company’s request. Such Materials shall at all times be the property of the Company Group. At the request of the Company, you shall provide a signed, written certification in a form acceptable to the Company confirming that you have returned any and all Materials to the Company.

4. Non-Competition. During the Engagement Term and for twelve (12) months thereafter (the “Non-Compete Period”), you shall not, directly or indirectly, as an individual proprietor, partner, stockholder, officer, employee, director, joint venturer, investor, lender, consultant, contractor or in any other capacity whatsoever, provide services that are the same as or similar to any of the services that you provided to the Company Group in the twelve (12) months prior to the termination (for any reason) of your employment by, or provision of services to, the Company Group to any person or entity (i) that is engaged in the design, development, operation or promotion of (a) any electronic system or platform, alternative trading system, electronic communication network or other entity that provides fixed income securities (or other fixed income instruments or derivatives) trading services, data or research products, analytical products or other services ancillary to the trading of fixed income securities or instruments or (b) any pre- or post-trade services business for the matching, reporting or publication of securities that competes with the Company Group’s pre- or post-trade services business at the time of termination; or (ii) that is otherwise a Competing Business at the time of termination of the Engagement Term, it being understood that, for the purposes of this Section 4 only, “Competing Business” shall mean any entity or group which derives 10% or more of its total consolidated revenues from the same or a similar product or business line as any product or business line of the Company Group that generates 10% or more of the Company Group’s total consolidated revenues at the time of termination. Notwithstanding the foregoing, the length of the Non-Compete Period will be reduced by the period, if any, that you remain employed by the Company but are required to remain away from work during the Notice Period (as defined in the Severance Protection Agreement, by and between you and the Company). Due to the global nature of the Company Group’s business and your global responsibilities for the Company Group, you agree that the restrictions set forth in this Section 4 shall apply within the United States, the United Kingdom or in any foreign country where the Company Group transacts any such business or otherwise offers any such product. Nothing herein precludes you from owning less than 1% of the total outstanding stock of a publicly held company or from engaging in any otherwise prohibited activity with the express prior written approval of the Board of Directors of the Company.

5. Non-Solicitation. During the Engagement Term and for twelve (12) months thereafter, you shall not directly or indirectly solicit, encourage or induce (or attempt to solicit, encourage or induce) any person or entity who does business with (or is considering doing business with) the Company Group or who uses the Company Group’s products or services and to whom you provided services or about whom you obtained Confidential Information during the Engagement Term to (a) terminate, cease, reduce, or diminish in any way its relationship or prospective relationship with the Company Group or (b) use a competing product or service.

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6. Non-Solicitation of Employees or Consultants. During the Engagement Term and for twenty four (24) months thereafter, you shall not directly or indirectly (a) recruit, solicit, encourage or induce (or attempt to recruit, solicit, encourage or induce) any non-clerical employee or consultant of the Company Group to terminate his or her employment with, or otherwise cease or reduce his or her relationship with, the Company Group or (b) hire or assist another person or entity to hire any non-clerical employee or consultant of the Company Group or any person who, to your knowledge, within six months before was such a person. You may however, if requested by any entity with which you are not affiliated, serve as a reference for any person who at the time of the request is not an employee of, or consultant to, the Company Group.

7. Extension of Restriction Period. If you violate or breach any portion of Sections 4, 5 or 6, then the restriction period applicable to those Sections will be extended by the length of the period of any such violation or breach as determined by the Company in its sole discretion.

8. Non-Contravention. You shall not disclose to the Company Group or use during your Engagement Term any confidential information or inventions, discoveries, concepts, improvements or innovations of any of your prior employers or of any other third party.

9. Inventions and Discoveries.

(a) You acknowledge and agree that all ideas, methods, inventions, discoveries, improvements, work products or developments (“Inventions”), whether patentable or unpatentable,

(i) that relate to your work with the Company Group, made or conceived by you, solely or jointly with others, during the Engagement Term; provided that any Inventions which are made, disclosed, reduced to tangible or written form or description or are reduced to practice by you after the Engagement Term and which pertain to the business carried on or products or services being sold or developed by the Company Group at the time of the expiration of the Engagement Term and which were, or are derived from, Inventions worked on or developed by you during the Engagement Term, shall be presumed to have been made during the Engagement Term, or

(ii) that are reasonably suggested by any work that you perform in connection with the Company Group, either while performing your duties with the Company Group or on your own time, but only insofar as the Inventions are related to your work as an employee or other service provider to the Company Group, shall belong exclusively to the Company (or its designee), whether or not patent applications are filed thereon.

(b) You will keep adequate written records (the “Records”), in the manner prescribed by the Company, of all Inventions, and will promptly disclose in writing to the Company all material information relating to Inventions. The Records shall be the sole and exclusive property of the Company, and you will surrender them upon the termination of your Engagement Term, or upon the Company’s request.

(c) You will assign to the Company the Inventions and all patents that may issue thereon in any and all countries, whether during or subsequent to your Engagement Term, together with the right to file, in your name or in the name of the Company (or its designee), applications for patents and equivalent rights (the “Applications”). You will, at any time during and subsequent to the Engagement Term, make such applications, sign such papers, take all rightful oaths, and perform all acts as may be requested from time to time by the Company with respect to the Inventions, and you will also execute assignments to the Company (or its designee) of the Applications, and give the Company and its attorneys all reasonable assistance (including the giving of testimony) to obtain the Inventions for its benefit, all without additional compensation to you from the Company Group, but, in each case, entirely at the Company’s expense. You will also provide any information, such as passwords or codes, necessary to allow the Company Group to fully utilize its property.

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(d) In addition, the Inventions will be deemed Work for Hire, as such term is defined under the copyright law of the United States, on behalf of the Company and you agree that the Company will be the sole owner of the Inventions, and all underlying rights therein, in all media now known or hereinafter devised, throughout the universe and in perpetuity without any further obligations to you. If the Inventions, or any portion thereof, are deemed not to be Work for Hire, you hereby irrevocably convey, transfer and assign to the Company, all rights, in all media now known or hereinafter devised, throughout the universe and in perpetuity, in and to the Inventions, including without limitation, all of your right, title and interest in the copyrights (and all renewals, revivals and extensions thereof) to the Inventions, including without limitation, all rights of any kind or any nature now or hereafter recognized, including without limitation, the unrestricted right to make modifications, adaptations and revisions to the Inventions, to exploit and allow others to exploit the Inventions and all rights to sue at law or in equity for any infringement, or other unauthorized use or conduct in derogation of the Inventions, known or unknown, prior to the date hereof, including without limitation the right to receive all proceeds and damages therefrom. In addition, you hereby waive any so-called “moral rights” with respect to the Inventions.

(e) You hereby waive any and all currently existing and future monetary rights in and to the Inventions and all patents that may issue thereon, including, without limitation, any rights that would otherwise accrue to your benefit by virtue of you being an employee of or other service provider to the Company Group.

10. Representations. You acknowledge and agree that you have not entered into, and during the Engagement Term will not enter into, any other agreement or obligation which would in any way affect, restrict or limit your employment or other service relationship with the Company Group or otherwise conflict with your obligations to the Company Group. In addition, you hereby represent, warrant and covenant to the Company as follows: (a) you have the right to grant the rights granted in this Agreement, you are not under any contractual or other obligation that would prevent, limit or impair, in any way, the performance of your obligations hereunder and have not done and will not do any act and have not made and will not make any grant, assignment or agreement which will or might conflict or interfere with the complete enjoyment of all of the Company’s rights under this Agreement; and (b) all material provided or contributed by you for use in the Inventions, (i) will be wholly original with you and not copied in whole or in part from any other work, (ii) will not violate or infringe in any way upon the rights of others, including, without limitation, any patent, copyright, trademark or other proprietary right, and (iii) will not violate any applicable law. You will defend, indemnify and hold harmless the Company Group, and its respective managers, officers, employees and representatives, and their respective agents, successors and assigns, from and against any and all claims, losses and expenses, including without limitation attorneys’ fees and costs, arising out of any breach or alleged breach of your representations, warranties or covenants hereunder.

11. Enforcement. The parties have entered into this Agreement in the belief that its provisions are valid, reasonable and enforceable. If any one or more of the provisions shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein to the fullest extent consistent with the intent of this Agreement. If any provision in this Agreement is found by any court, arbitral tribunal or similar entity to be unenforceable, including because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, then such provision shall be given effect to the maximum extent possible, including by interpreting such provision to extend over the maximum period of time, range of activities and/or geographic area to which it may be enforceable.

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12. Remedies. In the event of a breach or potential breach of the restrictions and prohibitions in this Agreement, you acknowledge that the Company Group (or the owner of any relevant Confidential Information) will be caused irreparable harm and that money damages may not be an adequate remedy. You also acknowledge that the Company Group (and the owner of such Confidential Information) shall be entitled to injunctive relief (in addition to its other remedies at law or equity) to have such provisions specifically enforced without posting any bond.

13. Reasonableness. You acknowledge that the prohibitions and restrictions set forth in this Agreement, including in Sections 2, 4, 5 and 6, are reasonable and necessary for the protection of the business of the Company Group, that the restrictions and prohibitions herein will not prevent you from earning a livelihood after the termination of the Engagement Term and that part of the compensation paid and, if you are an employee, the benefits provided to you are in consideration for entering into this Agreement.

14. Assignment; Entire Agreement. Your rights under this Agreement are not assignable. This Agreement and the rights hereunder shall be assignable by the Company, in whole or in part. This Agreement and the rights hereunder shall inure to the benefit of and be binding upon the Company and its successors and assigns and upon you and your personal or legal representatives, executors, administrators, heirs, distributees, devisees, legatees and permitted assignees and may not be altered, modified, or amended except by written instrument signed by you and the Company. This Agreement sets forth the entire understanding of you and the Company with regard to the subject matters covered herein and supersedes and replaces any existing agreement, written or otherwise, entered into by you and the Company with regard to the same or similar subject matter.

15. Notices. All notices hereunder shall be given in writing and shall be either delivered personally or sent by certified or registered mail, return receipt requested, or nationally recognized overnight courier addressed to the other party at your address on the books of the Company or at the Company’s executive offices, as the case may be. Notices shall be deemed given when received or three days after mailing, whichever is earlier.

16. Review of Agreement. You acknowledge and agree that you have been provided with sufficient time to carefully review and examine this Agreement and to consult with counsel or other advisors regarding this Agreement, and that you understand the terms and conditions set forth in this Agreement.

17. Future Employers. You acknowledge and agree that the Company Group may share this Agreement or any of the terms or provisions herein with any person or entity who potentially or actually retains you as an employee, consultant or service provider.

18. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED FOR ALL PURPOSES BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO RULES RELATING TO CONFLICTS OF LAWS.

19. Exclusive Forum; Service or Process; Jury Waiver. YOU AND THE COMPANY AGREE THAT ANY DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS IN NEW YORK COUNTY, NEW YORK, AND YOU AND THE COMPANY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS. YOU AND THE COMPANY HEREBY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY OBJECTION, INCLUDING OBJECTIONS BASED ON FORUM NON CONVENIENS, TO THE CONDUCTING OF ANY SUCH PROCEEDING IN SUCH JURISDICTION. YOU AND THE COMPANY EACH CONSENT TO SERVICE OF PROCESS IN ANY ACTION BROUGHT IN SUCH COURTS BY REGISTERED OR CERTIFIED MAIL SENT TO THE ADDRESS INDICATED IN THE NOTICE PROVISION HEREOF. YOU AND THE COMPANY BOTH WAIVE TRIAL BY JURY IN CONNECTION WITH THE TRIAL OF ANY ACTION OR DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT OR MATTERS OF A SIMILAR NATURE.

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20. Counterparts. This Agreement may be executed in original or by facsimile or similar method in several counterparts and, as so executed, shall constitute a single agreement binding on all parties hereto, notwithstanding that all of the parties are not signatory to the original or to the same counterpart.

*[Remainder of page intentionally left blank; signature page follows.]*

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| **EXECUTIVE** | | |  |  |  |  |  | **GRABBUX HOLDINGS INC.** |
|  |  | |  | |  | |  | |
| Signed: |  | /s/ Franz Lux |  |  |  | By: |  | /s/ Iftar Imrad |
|  | | |  | |  | | | |
| Printed Name Franz Lux | | |  |  |  | Printed Name: Iftar Imrad    Title: Chief Executive Officer and Interim Chief Financial Officer | | |

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**Non-CompA#33**

EX-10.5

**Exhibit 10.5**

**NON-COMPETITION AGREEMENT**

This NON-COMPETITION AGREEMENT (the “**Agreement**”) is made and entered into as of this 4th day of August, 2023, by and among GULP Restaurant Group, Inc., a Delaware corporation (the “**Company**”), and Yum Dong (“**Covenantor**”).

**RECITALS**

WHEREAS, Pursuant to that certain Master Restructuring Agreement, dated as of June 26, 2023 (the “**Reorganization Agreement**”), Covenantor has become a shareholder and officer of the Company;

WHEREAS, the business of the Company, as currently conducted, is the business of owning and operating a Korean barbeque restaurant chain (the “**Business**”);

WHEREAS, the Company intends to engage in the Business worldwide;

WHEREAS, pursuant to the Reorganization Agreement, it is a condition precedent to the Company’s obligations under the Reorganization Agreement that Covenantor shall have executed and delivered this Agreement in favor of the Company and its respective Affiliates;

WHEREAS, because Covenantor has considerable knowledge, business contacts and expertise relating to the Business and the Asian restaurant business in Gulperal, if Covenantor were to compete with the Company or any of its Affiliate’s operation of the Business, the Company would be deprived of the full benefit of any reputation or goodwill associated with the Business, as the Business may exist on and after the date hereof; and

WHEREAS, the covenants provided herein are material, significant and essential to effecting the transactions contemplated by the Reorganization Agreement, and good and valuable consideration under the Reorganization Agreement has been transferred from the Company to Covenantor in exchange for such covenants.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, the terms and provisions of this Agreement, and instruments related thereto, the receipt and sufficiency of such consideration being hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. Covenant Not to Compete. From the date of this Agreement until the fifth (5th) anniversary of the date Covenantor is no longer employed by the Company and is no longer a member of the Board of Directors of the Company (the “**Term**”), each of Covenantor and his Affiliates shall not, directly or indirectly, for such person’s own account or for the account of others, as an officer, director, stockholder, owner, partner, promoter, consultant, advisor, employee or otherwise, participate in the promotion, financing, ownership, operation or management of, or assist in, furnish advice with respect to, or carry on through a proprietorship, partnership, joint venture, corporation, or other form of business entity or otherwise, that is engaged in, or planning to engage in, a Competing Business, and shall not, directly or indirectly, except on behalf of the Company and its respective Affiliates:

(a) otherwise engage, invest, participate or be interested in a Competing Business worldwide; or

(b) have any interest in, own, manage, operate, control, be connected with as a stockholder (other than as a stockholder of less than one percent (1%) of the issued and outstanding stock of a publicly held corporation), joint venturer, officer, director, aGulpt, lender, representative, partner, employee or consultant, or otherwise engage or invest or participate in any business also conducting the Business or any Competing Business, whether conducted by the Company, any of its Affiliates or any of its successors or any third party worldwide; or

(c) solicit or hire any existing or future employee of the Company, the Business or any of their respective successors, including during the six months following the termination of the employment of such employees, or encourage or aid such employees to terminate their employment with the Company or the Business or any of their respective successors; or

(d) accept any business from any material customer or supplier of the Company or any of its Affiliates, solicit or encourage any such person to terminate or adversely alter in any material respect any relationship such person may have with the Company, any of its Affiliates or any of their successors or solicit or encourage any such person for any purpose related to the Business; or

(e) promote or assist, financially or otherwise, any person, firm, association, corporation or other entity engaged in a Competing Business, including, without limitation, by entering into a distribution agreement between a Competing Business and an Affiliate of Covenantor; or

(f) disparage, criticize or defame the Company, the Business or any of their respective successors, either publicly or privately; or

(g) engage in any business involving the wholesaling of meats other than through the Company; or

(h) cause the Company to enter into any new distribution agreement with an Affiliate of the Covenantor not existing on the date hereof, which existing distribution agreements shall be subject to review by the Company on an annual basis.

For purposes of this Agreement, (a) “**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (for clarity, an investment fund, vehicle or account shall be deemed to be an Affiliate of all other investment funds, vehicles and accounts under common management, directly or indirectly, with such Person); provided, that for purposes of this Agreement, no Holder shall be deemed an Affiliate of the Corporation or any of its Subsidiaries and (b) “**Competing Business**” means a business that is either an Asian restaurant concept (excluding any Japanese restaurant concept) or a restaurant concept that involves grilling, including using grills in the center of a table, and/or barbequing of meats in any location worldwide.

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Notwithstanding anything to the contrary provided in this Agreement, Covenantor shall have the unrestricted right to operate or own, at any time during the Term or thereafter, each current restaurant that is operated or owned by the Covenantor separate from the Company, whether as an officer, director, stockholder, partner, proprietor, associate, representative, consultant, or in any capacity whatsoever, to the extent such restaurant is listed in Schedule A attached hereto (the “**Permitted Restaurants**”), and such engagement of the Permitted Restaurants shall not be deemed a breach of this Agreement; *provided* that Covenantor shall not be entitled to expand any such business or relationship or open any additional new restaurants in connection with the Permitted Restaurants, unless (i) such Permitted Restaurant is a shabu shabu restaurant and the new restaurant is more than 15 miles away from any restaurant owned or operated by the Company, or (ii) such Permitted Restaurant is a sushi restaurant, Vietnamese restaurant, or 85c bakery.

2. Injunctive Relief. The parties hereto agree that (a) due to the unique nature of the services and capabilities of Covenantor, damages would be an inadequate remedy for the Company and its Affiliates in the event of breach or threatened breach of this Agreement, (b) any such breach may allow Covenantor to unfairly compete with the Company, resulting in irreparable harm to the Company and (c) in any such event, the Company and its Affiliates shall be entitled to appropriate equitable relief, in addition to whatever remedies they might have at law, and may, either with or without pursuing any potential damage remedies, immediately obtain and enforce an injunction, including, without limitation, a temporary restraining order or preliminary injunction, prohibiting Covenantor from violating this Agreement in any available forum without waiving the rights under Section 10 below. Further, the Company shall be entitled to indemnification by Covenantor from any loss or harm, including, without limitation, attorneys’ fees, including attorneys’ fees on appeal, and costs of suit, in connection with any breach, or any enforcement, of Covenantor’s obligations pursuant to this Agreement.

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3. Enforceability; Reasonableness.

(a) Without limitation, the parties agree and intend that the covenants contained in this Agreement shall be deemed to be a series of separate covenants and agreements, one for each and every state, province, county or political subdivision of each applicable state of the United States, and for each and every territory worldwide. It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies of each jurisdiction in which enforcement is sought. Accordingly, if any provision in this Agreement or deemed to be included herein shall be adjudicated to be invalid or unenforceable, such provision, without any action on the part of the parties hereto, shall be deemed amended to delete or to modify (including, without limitation, a reduction in duration, geographical area or prohibited business activities) the portion adjudicated to be invalid or unenforceable, such deletion or modification to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made, and such deletion or modification to be made only to the extent necessary to cause the provision as amended to be valid and enforceable.

(b) Covenantor agrees and acknowledges that the covenants of Covenantor contained herein are reasonably necessary for the protection of the Company’s interests under the Reorganization Agreement, including the full benefit of any reputation or goodwill associated with the Business as the Business may exist on and after the date hereof, and are not unduly restrictive upon Covenantor.

4. Amendment; Assignment. This Agreement may be amended only by a written instrument signed by each of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any third person (other than the Affiliates of the Company and the Company, which Affiliates are hereby expressly made third party beneficiaries of this Agreement) any rights or remedies under or by reason of this Agreement. This Agreement may be terminated prior to the expiration of the Term only upon the written agreement of all of the parties hereto. No waiver of any provision of this Agreement shall constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by Covenantor without the prior written consent of the Company, or by the Company without the prior written consent of Covenantor, except that the Company may, without such consent, assign the rights hereunder to an Affiliate of the Company or a third party acquiring all of the capital stock or all or substantially all of the assets of the Company; *provided, however,* that no such assignment shall release the Company from any of its obligations under this Agreement.

5. Entire Agreement. This Agreement constitutes the full and complete understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements with respect to the subject matter hereof.

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6. Notices. All notices and other communications provided for herein shall be deemed validly given, made or served if in writing and delivered personally or sent by certified mail, postage prepaid, or by overnight courier, or by telex, telecopier or telegraph, charges prepaid as follows:

If to the Company:

GULP Restaurant Group, Inc.

Herrera, CA 90000

Telephone

If to Covenantor:

Yum Dong

Los Angeles, CA, 900000

Email:

Any party may, from time to time, designate any other address to which any such notice to such party shall be sent. Notices mailed as provided herein shall be deemed given on receipt or refusal of an otherwise proper delivery.

7. Governing Law; Forum. This Agreement and all disputes or controversies arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to principles of conflicts of laws. Each party agrees that it shall bring any litigation with respect to any claim arising out of or related to this Agreement, exclusively in the Delaware Court of Chancery (and if jurisdiction in the Delaware Court of Chancery shall be unavailable, the state and federal courts in the State of Delaware) (together with the appellate courts thereof, the “**Chosen Courts**”). In connection with any claim arising out of or related to this Agreement, each party hereby irrevocably and unconditionally (i) submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection that such party may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or as not having jurisdiction over either the Company or the Covenantor, (iv) agrees that service of process in any such action or proceeding shall be effective if notice is given in accordance with Section 6, although nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law and (v) agrees not to seek a transfer of venue on the basis that another forum is more convenient. Notwithstanding anything herein to the contrary, (A) nothing in this Section 7 shall prohibit any party from seeking or obtaining orders for conservatory or interim relief from any court of competent jurisdiction and (B) each party agrees that any judgment issued by a Chosen Court may be recognized, recorded, registered or enforced in any jurisdiction in the world and waives any and all objections or defenses to the recognition, recording, registration or enforcement of such judgment in any such jurisdiction.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and to the extent expressly provided herein, to their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.

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9. Nondisclosure of Confidential Information.

(a) Covenantor acknowledges that, during his provision of services to the Company, he has learned and had access to confidential information regarding the Company and its Affiliates, including, without limitation, (i) confidential or secret plans, programs, documents, agreements or other material relating to the business, services or activities of the Company and its Affiliates and (ii) market reports, customer and vendor reports, customer lists and other similar information that is proprietary information of the Company or its Affiliates, in each case other than information which is publicly known (collectively referred to as “**Confidential Information**”). Covenantor acknowledges that such Confidential Information as acquired and used by the Company or its Affiliates is a special, valuable and unique asset. All records, files, materials and Confidential Information obtained by Covenantor during the course of his employment with the Company are confidential and proprietary and shall remain the exclusive property of the Company or its Affiliates, as the case may be. Covenantor shall not during the Term of this Agreement, for any reason, use the Confidential Information for his own benefit or the benefit of any person or entity with which he may be associated or, subject to the following sentence, disclose any such Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever without the prior written consent of the Company, except in the course of appropriately performing his duties of employment with the Company or its Affiliates, unless such Confidential Information previously shall have become public knowledge through no action by or omission of Covenantor. Notwithstanding the foregoing, Covenantor may disclose such Confidential Information if such disclosure is required by law and then only with as much prior written notice to the Company as is practical under the circumstances.

(b) Covenantor shall not during the Term of this Agreement, for any reason, furnish to any other entity or person any proposal or idea previously submitted to the Company or its Affiliates by Covenantor or developed by Covenantor, except after compliance with the Company’s policy on such conflicts of interest.

10. Captions. The captions used herein are for ease of reference only and shall not define or limit the provisions hereof.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but of which taken together shall constitute one and the same agreement.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year written above.

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| --- | --- | --- |
|  |  |  |
| **COMPANY:** | | |
|  | | |
| GULP RESTAURANT GROUP, INC., a Delaware corporation | | |
|  |  | |
| By: |  | /s/ Sunhee Park |
|  |  | Name: Sunhee Park |
|  |  | Title: Co-Chief Executive Officer |
|  | | |
| **COVENANTOR:** | | |
|  |  | |
| By: |  | /s/ Yum Dong |
| Name: Yum Dong | | |

*Signature Page to Non-Competition Agreement*

**SCHEDULE A**

1. Restaurant A 2. Restaurant B 3. Restaurant C

*Schedule A-2*

**Non-CompA#34**

**EXHIBIT 10.1**

**CONFIDENTIALITY, NON-COMPETITION**

**AND NON-SOLICITATION EMPLOYMENT AGREEMENT – KERR OPERATING COMMITTEE MEMBERS**

This Confidentiality, Non-Competition and Non-Solicitation Employment Agreement (this “Agreement”) is made by and between Kerr, Inc. (“Company”) and (“Employee”).

**Recitals**

1. For purposes of this Agreement, “Parent” means an entity which is a holding company of or holds a controlling interest in Company; “Affiliates” means a subsidiary of Company or the Parent of Company or a company over which Company or any holding company of Company has control; and the definition of each of Company, Parent and Affiliates, includes any of their successors-in-interest. References herein to Company shall be deemed to include any Parents or Affiliates.
2. Company, Parent and the Affiliates are part of the global holdings of Kerr Holdings, Inc., a publicly traded corporation incorporated under the laws of the state of Delaware, U.S.A., the primary purpose of which is to serve as the umbrella entity for Company. Company, Parent and the rest of the Affiliates located throughout the world are engaged in the highly competitive business of the development, manufacture, distribution, and sale of orthopaedic medical, oral rehabilitation and/or spine or trauma devices, products, and services.

**Agreement**

NOW, THEREFORE, in consideration of the foregoing recitals, Company’s employment of Employee, the grant of equity-based awards to Employee under an equity incentive plan of Kerr Holdings, Inc., including the grant of stock options, restricted stock and/or restricted stock units, and the promises and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Company and Employee agree as follows:

1. **Acknowledgements**. Employee acknowledges that Company is engaged in the highly competitive business of the development, manufacture, distribution, and sale of orthopaedic medical, oral rehabilitation and/or spine or trauma devices, products, and services. Employee acknowledges that Employee has significant responsibility for Company’s overall competitive position and business strategy as related to its operations worldwide. Further, Employee acknowledges that in the course of Employee’s employment with Company, Employee i) has been given and will continue to be given access to trade secrets and other Confidential Information (as hereinafter defined) related to all aspects of Company management; ii) has participated and will continue to participate in the development of, execution of, and/or usage of inventions, products, concepts, strategies, methods, or technologies which are related to Company’s business; iii) has been given and will continue to be given specialized training relating to Company’s products and/or processes; and/or iv) has been given and will continue to be given access to Company’s customers and other business relationships.
2. **Termination of Employment**. Company and Employee acknowledge and agree that Employee’s employment is on an at-will basis, and, accordingly, either Company or Employee may terminate the employment relationship at any time for any reason, or no reason whatsoever, with or without cause, and without advance notice.
3. **Non-Disclosure of Confidential Information**. Employee acknowledges that Confidential Information is a valuable, special, and unique asset of Company, Parent, and the Affiliates, and agrees to the following:
   1. Confidential Information Defined. The term “Confidential Information” includes, but is not limited to, any and all of Company’s, Parent’s or Affiliates’ trade secrets, confidential and proprietary information and all other information and data of Company that is not generally known to the public or other third parties who could derive economic value from its use or disclosure. Confidential Information includes, without limitation, the following: i) marketing, sales, and advertising information such as lists of actual or potential customers; customer preference data; marketing and sales techniques, strategies, efforts, and data; merchandising systems and plans; confidential customer information including identification of purchasing personnel, account status, needs and ability to pay; business plans; product development and delivery schedules; market research and forecasts; marketing and advertising plans, techniques, and budgets; overall pricing strategies; the specific advertising programs and strategies utilized, and the success or lack of success of those programs and strategies; ii) organizational information such as personnel and salary data; merger, acquisition and expansion information; information concerning methods of operation; divestiture information; and competitive information pertaining to Company’s distributors; iii) financial information such as product costs; supplier information; overhead costs; profit margins; banking and financing information; and pricing policy practices; iv) technical information such as product specifications, compounds, formulas, improvements, discoveries, developments, designs, inventions, techniques, new products and surgical training methods; v) information disclosed to Employee as part of a training process; and vi) information of third parties provided to Employee subject to non-disclosure restrictions for use in Employee’s business for Company. Confidential Information also includes any work product created by Employee in rendering services for Company.
   2. Non-Disclosure of Confidential Information. During Employee’s employment with Company and thereafter, Employee will not disclose, transfer, or use (or seek to induce others to disclose, transfer, or use) any Confidential Information for any purpose other than i) disclosure to authorized employees and agents of Company who are bound to maintain the confidentiality of the Confidential Information; and/or ii) for authorized purposes during the course of Employee’s employment in furtherance of Company’s business. Employee’s non- disclosure obligations shall continue as long as the Confidential Information remains confidential and shall not apply to information that becomes generally known to the public through no fault or action of Employee or others who were under non-disclosure obligations as to such information.
   3. Protection of Confidential Information. Employee will notify Company in writing of any circumstances which may constitute unauthorized disclosure, transfer, or

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use of Confidential Information. Employee will use Employee’s best efforts to protect Confidential Information from unauthorized disclosure, transfer, or use. Employee will implement and abide by all procedures adopted by Company to prevent unauthorized disclosure, transfer, or use of Confidential Information.

1. **Ownership of Confidential Information and Inventions.**
   1. Invention Defined. The term “Invention” includes, but is not limited to ideas, programs, processes, systems, intellectual property, works of authorship, copyrightable materials, discoveries, and/or improvements of which Employee conceives alone or in conjunction with others during Employee’s employment with Company and/or within six (6) months after Employee’s employment ends which relate to Company’s present or future business. An Invention is covered by this Agreement regardless of whether i) Employee conceived of the Invention in the scope of Employee’s employment; or ii) the Invention is patentable.
   2. Ownership of Confidential Information and Inventions. Confidential Information and Inventions are solely the property of Company. Employee agrees that Employee does not have any rights, title, or interest in any of the Confidential Information or Inventions. Nonetheless, Employee may be recognized as the inventor of an Invention without retaining any other rights associated therewith.
   3. Disclosure and Assignment of Inventions. Employee hereby assigns to Company all right, title and interest Employee may have in any Inventions that are developed, made, authored, or conceived by Employee (whether alone or with others) during Employee’s employment with Company. Employee agrees to: (i) promptly disclose all such Inventions in writing to Company; (ii) keep complete and accurate records of all such Inventions, which records shall be Company property and shall be retained on Company premises; and

(iii) execute such documents and do such other acts as may be necessary in the opinion of Company to establish and preserve Company’s property rights in all such Inventions. This section shall not apply to any Invention for which no equipment, supplies, facility or trade secret information of Company was used and which was developed entirely on Employee’s own time, and (1) which does not relate (a) directly to the business of Company or (b) to Company’s actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by Employee for Company.

1. **Return of Confidential Information and Company Property**. Immediately upon termination of Employee’s employment with Company, Employee shall return to Company all of Company’s property relating to Company’s business, including without limitation all of Company’s property which is in the possession, custody, or control of Employee such as Confidential Information, documents, hard copy files, copies of documents and electronic information/files.
2. **Obligations to Other Entities or Persons**. Employee warrants that Employee is not bound by the terms of a confidentiality agreement or any other legal obligation which would either preclude or limit Employee from disclosing or using any of Employee’s ideas, inventions,

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discoveries or other information or otherwise fulfilling Employee’s obligations to Company. While employed by Company, Employee shall not disclose or use any confidential information belonging to another entity or other person.

1. **Conflict of Interest and Duty of Loyalty**. During Employee’s employment with Company, Employee shall not engage, directly or indirectly, in any activity, employment or business venture, whether or not for remuneration, that i) is competitive with Company’s business; ii) deprives or potentially could deprive Company of any business opportunity; iii) conflicts or potentially could conflict with Company’s business interests; or iv) is otherwise detrimental to Company, including but not limited to preparations to engage in any of the foregoing activities.
2. **Non-Competition Covenants**. Company and Employee acknowledge and agree that the following non-competition covenants are reasonable and necessary to protect the legitimate interests of Company, Parent and Affiliates, including, without limitation, the protection of Confidential Information, Inventions and goodwill. Employee agrees to, and covenants to comply with, each of the following separate and divisible restrictions:
   1. Definitions.
      1. “Competing Product” is defined as (a) any orthopaedic implant, product, process, or service; any dental reconstructive implant, product, or service; any spine implant, product, process or service; any trauma product or service; or any other product or service, in each case that is similar to (or would serve as a substitute for) and competitive with any orthopaedic implant, product, process, or service; any dental reconstructure implant, product, process, or service; any spine implant, product, process, or service; or any trauma product or service; or any other product or service, in each case that Company, Parent and/or Affiliate is researching, developing, manufacturing, distributing, selling and/or providing at the time of Employee’s termination of employment with Company and which Employee worked in conjunction with or obtained any trade secret or other Confidential Information about at any time during the two years immediately preceding the termination of Employee’s employment with Company; and/or (b) any product or service that is similar to (or would serve as a substitute for) and competitive with any product or service that Company, Parent and/or Affiliate is researching, developing, manufacturing, distributing, selling and/or providing at the time of termination of Employee’s employment with Company and which Employee worked in conjunction with or obtained any trade secret or other Confidential Information about at any time during the two years immediately preceding the termination of Employee’s employment with Company.
      2. “Competing Organization” is defined as any organization that researches, develops, manufactures, markets, distributes and/or sells one or more Competing Products or has plans to research, develop, manufacture, market, distribute, and/or sell one or more Competing Products. A Competing Organization is diversified (“Diversified Competing Organization”) if (a) it

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controls or is in common control of entities which conduct business in an industry other than the orthopaedic products industry or the dental reconstructive, spine implant or trauma products industries, or (b) operates multiple business divisions, units, lines or segments some of which do not involve any Competing Products.

* + 1. “Prohibited Capacity” is defined as: i) the same or similar capacity or function in which the Employee worked for Company at any time during the last two years of Employee’s employment; ii) any executive or managerial capacity; iii) any sales or sales management capacity; and/or iv) any other capacity in which Employee’s knowledge of Confidential Information and/or Inventions would render Employee’s assistance to a Competing Organization a competitive advantage.
    2. “Restricted Geographic Area” is defined as the following: i) the continental United States; ii) Canada; iii) Latin America; iv) Asia/Australia; v) all countries of the European Union; vi) Switzerland; and vii) all other countries, territories, or states in which Company is doing business or is selling its products at the time of termination of Employee’s employment with Company.
    3. “Non-Competition Period” is defined as the date Employee executes this Agreement, continuing through the eighteen

(18) months after the Employee’s last day of employment with Company unless otherwise extended by Employee’s breach of this Agreement.

* + 1. “Customer” is defined as any distributor, health care dealer, hospital, hospital system, university practitioner, surgeon, dentist, health care purchasing organization, surgical group, person or entity, in each case with respect to whom, as of the termination of Employee’s employment with Company or at any time during the two years prior to such employment termination, Company directly or indirectly sold or provided any products and/or services.
    2. “Active Prospect” is defined as any person or entity that Employee identified, marketed to, and/or held discussions with regarding the research, development, manufacture, distribution, and/or sale of any of Company’s products or services at any time during the last twelve (12) months of Employee’s employment with Company, and/or any person or entity that Company identified, marketed to, and/or held discussions with regarding the research, development, manufacture, distribution, and/or sale of any of Company’s products or services at any time during the last twelve (12) months of Employee’s employment with Company.
  1. Restrictive Covenants. During the Non-Competition Period, Employee agrees to be bound by each of the following independent and divisible restrictions:
     1. Employee will not, within the Restricted Geographic Area, be employed by, work for, consult with, provide services to, or lend assistance to any Competing Organization in a Prohibited Capacity.

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* + 1. Employee will not be employed by, work for, consult with, provide services to, or lend assistance to any Competing Organization in any capacity if it is likely that as part of such capacity, Employee would inevitably use and/or disclose any of Company’s trade secrets or other Confidential Information.
    2. Employee may be employed by, work for, consult with, provide services to, or lend assistance to any Diversified Competing Organization provided that: i) the part of the Competing Organization’s diversified business with which Employee will be affiliated does not involve any Competing Products; ii) the Employee’s affiliation with the Competing Organization does not involve any Competing Products; iii) Employee provides Company with a written description of Employee’s anticipated activities on behalf of the Competing Organization which includes, without limitation, an assurance satisfactory to Company that Employee’s affiliation with the Competing Organization does not involve any Competing Products; iv) Employee’s affiliation with the Competing Organization would not likely cause Employee to inevitably use and/or disclose any of Company’s trade secrets or other Confidential Information; and v) Employee’s affiliation with the Diversified Competing Organization does not constitute a competitive disadvantage to the Company.
    3. Employee will not be employed by, work for, consult with, provide services to or lend assistance to any Customers or Active Prospects in the Restricted Geographic Area in a capacity or role that involves any Competing Products and is competitive with the business of Company.
    4. Employee will not provide, sell, market, assist in the provision, selling or marketing of, or attempt to provide, sell or market any Competing Products to any of Company’s Customers located in the Restricted Geographic Area or otherwise solicit or communicate with any of Company’s Customers located in the Restricted Geographic Area for the purpose of selling, marketing or providing, assisting in the provision, selling or marketing of, or attempting to sell, market or provide any Competing Products.
    5. Employee will not provide, sell, market, attempt to provide, sell or market, or assist any person or entity in the sale or provision of, any Competing Products to any of Company’s Customers with respect to whom, at any time during the two years immediately preceding the termination of Employee’s employment with Company, Employee had any sales or service contact on behalf of Company, Employee had any business contact on behalf of Company, Employee had any sales or service responsibility (including without limitation any supervisory or managerial responsibility) on behalf of Company, or Employee had access to, or gained knowledge of, any Confidential Information concerning Company’s business with such customer, or otherwise solicit or communicate with any such customers for the purposes of selling or providing any Competing Products.

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* + 1. Employee will not provide, sell, market, attempt to provide, sell or market, or assist any person or entity in the sale or provision of, any Competing Products to any of Company’s Active Prospects, or otherwise solicit or communicate with any of Company’s Active Prospects for the purpose of selling or providing any Competing Products.
    2. Employee will not urge, induce or seek to induce any of Company’s independent contractors, subcontractors, distributors, brokers, consultants, sales representatives, customers, vendors, suppliers or any other person or entity with whom Company has a business relationship to terminate their relationship with, or representation of, Company or to cancel, withdraw, reduce, limit or in any manner modify any such person’s or entity’s business with, or representation of, Company.
    3. Employee will not solicit, recruit, hire, employ, engage or retain, or assist any Competing Organization in the solicitation, recruitment, hiring, employment, engagement or retention of, any of Company’s distributors, sales representatives, or consultants located in the Restricted Geographic Area, for any competitive purpose.
    4. Employee will not employ, engage in personal service or favor (whether or not compensated), solicit for employment, advise or recommend to any other person or entity that such person or entity employ, or solicit for employment, any individual now or hereafter employed by Company, or otherwise induce or entice any such employee to leave his/her employment with Company to work for, consult with, provide services to, or lend assistance to any Competing Organization.
    5. Employee will not make or publish any disparaging or derogatory statements about Company, its products, Parent and any of the Affiliates, together with their past, present and future officers, directors, employees, attorneys and agents. Disparaging or derogatory statements include, but are not limited to, negative statements regarding Company’s business or other practices; provided, however, nothing herein shall prohibit Employee from providing any information as may be compelled by law or legal process.
    6. Employee agrees that the divisible covenants contained in this Agreement prohibit Employee from engaging in the restricted activities directly or indirectly, whether on Employee’s behalf or on behalf of or for the benefit of any other person or entity, including for Employee’s benefit, and that all of the covenants restrict Employee from engaging in activities for a competitive purpose.
    7. The Non-Competition Period shall not expire during any period in which Employee is in violation of any of the restrictive covenants set forth herein, and all restrictions shall automatically be extended by the period Employee was in violation of any such restrictions.

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1. **Reasonableness of Terms**. Employee acknowledges and agrees that the restrictive covenants contained in this Agreement are reasonably necessary to protect Company’s, Parent’s and Affiliates’ legitimate interests in Confidential Information, Inventions, and goodwill. Additionally, Employee acknowledges and agrees that the restrictive covenants are reasonable in all respects, including, but not limited to, temporal duration, scope of prohibited activities and geographic area. Employee further acknowledges and agrees that the restrictive covenants set forth in this Agreement will not pose any hardship on Employee and that Employee will reasonably be able to earn an equivalent livelihood without violating any provision of this Agreement.
2. **Non-Competition Period Payments**. To the extent Employee is denied a specific employment position with a Competing Organization solely because of the restrictive covenant provisions of Section 8 of this Agreement, and provided Employee satisfies all conditions stated herein, then upon expiration of the total cumulative period of time represented by both any severance benefits which Employee is otherwise eligible to receive and any compensation paid to Employee pursuant to a change in control agreement, Company will make payments to Employee equal to Employee’s monthly base pay as was in effect at the time of termination of Employee’s employment (exclusive of extra compensation and any other employee benefits) for each month of such unemployment through the end of the Non-Competition Period. Severance benefits and change of control payments shall be deemed to have expired at the conclusion of the period of time represented by the total amount of any such benefits paid. For example, if Employee were to receive basic and supplemental severance in an amount equal to twenty (20) weeks of Employee’s final base pay, and a change of control payment in an amount equal to twenty (20) weeks of Employee’s final base pay, Employee would not be eligible to begin receiving Non-Competition Period Payments until the forty-first (41st) week following Employee’s termination of employment with Company, regardless of the timing of the severance and change in control payments. If Employee is denied a specific employment position with a Competing Organization solely because of the restrictive covenant provisions of Section 8 of this Agreement but obtains replacement employment that does not violate Section 8 of this Agreement, and the monthly compensation (including base pay, commissions, incentive compensation, bonuses and other compensation) for the replacement employment is less than Employee’s monthly base pay as was in effect at the time of the termination of Employee’s employment with the Company, Company agrees to pay Employee the difference for each such month through the end of the Non-Competition Period, again upon expiration of any severance benefits and change in control payments which Employee is otherwise eligible to receive and provided Employee satisfies all conditions stated herein. To qualify for payments under this Section 10, Employee must provide Company detailed written documentation supporting eligibility for payment, including, at a minimum, (a) the name and location of the Competing Organization that would have employed Employee but for the provisions of Section 8 of this Agreement, (b) the title, nature, and detailed job responsibilities of the employment position with the Competing Organization that Employee was denied because of the provisions of Section 8 of this Agreement, (c) the date Employee was denied the employment position because of the provisions of Section 8 of this Agreement, and (d) the name and contact information of a managerial employee at the Competing Organization who has sufficient authority to confirm that Employee was denied this specific employment position with the Competing Organization solely because Employee is subject to the provisions of Section 8 of this Agreement (the “eligibility documentation”). Upon receipt of the eligibility documentation,

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Company will determine eligibility for payment and, if eligibility is established, payments will commence as of the date of Company’s receipt of the eligibility documentation. Employee is obligated to diligently seek and pursue replacement employment during any period in which Employee seeks payment from Company under this Section 10. After eligibility is established, Employee will, on or before the 15th day of each month of eligibility for continued payments, submit to Company a written description of the ongoing efforts Employee has made to obtain replacement employment, including (i) identifying by name and address all prospective employers to whom Employee has applied for or inquired about employment, (ii) identifying employment positions sought or applied for with each listed employer, (iii) affirming that Employee has not received any offers of employment, (iv) describing all other efforts Employee has made to obtain replacement employment (the “employment search documentation”); and (v) if replacement employment has been obtained, the nature of the replacement employment, including the name of employer and position, the compensation terms of such replacement employment and the date such replacement employment commenced or will commence. If Employee has obtained replacement employment but is seeking payment for the difference between the monthly compensation with respect to the replacement employment and the monthly base pay as was in effect at the time of termination of employment with Company, Employee shall submit to Company, in addition to the employment search documentation, payroll records (as well as any other records reasonably requested by Company) showing all compensation received by Employee from the replacement employment. If Employee breaches any provision of this Agreement or fails to satisfy any conditions of this Section 10, Employee shall not be entitled to receive and Company shall not be obligated to pay any payments under this Section 10. If Employee breaches any provisions of this Agreement or fails to satisfy any conditions of this Section 10, Employee agrees that Employee shall still be bound by all of Employee’s obligations under this Agreement, including, without limitation, the non-competition covenants set forth in Section 8 of this Agreement. Notwithstanding any of the foregoing provisions of this Section 10, Company reserves the right to release Employee from Employee’s obligations under Section 8 of this Agreement at any time during the Non-Competition Period, in full or in sufficient part to allow Employee to accept employment that would otherwise be prohibited under this Agreement, at which time Company’s payment obligations under this Section 10 shall cease immediately and Employee shall not be entitled to any further payments or other compensation. If, as of the date of Employee’s termination of employment with Company, Employee is a “specified employee” under Section 409A of the Internal Revenue Code of 1986, as amended (“Code”), to the extent the Non-Competition Period Payments constitute deferred compensation subject to Code Section 409A, any such Non-Competition Period Payments otherwise payable during the first six months following Employee’s termination of employment will be suspended until, and will be payable on, the date that is six months after Employee’s termination of employment with Company (or, if earlier, the date Employee dies following termination of employment).

1. **Severability, Modification of Restrictions**: The covenants and restrictions in this Agreement are separate and divisible, and to the extent any clause, portion or section of this Agreement is determined to be unenforceable or invalid for any reason, Company and Employee acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of the Agreement. If any particular covenant, provision or clause of this Agreement is determined to be unreasonable or unenforceable for any reason, including, without limitation, the temporal duration, scope of prohibited activity, and/or geographic area

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covered by any non-competition, non-solicitation, non-disparagement or non-disclosure covenant, provision or clause, Company and Employee acknowledge and agree that such covenant, provision or clause shall automatically be deemed reformed such that the contested covenant, provision or clause will have the closest effect permitted by applicable law to the original form and shall be given effect and enforced as so reformed to whatever extent would be reasonable and enforceable under applicable law. The parties agree that any court interpreting the provisions of this Agreement shall have the authority, if necessary, to reform any such provision to make it enforceable under applicable law.

1. **Remedies**. Employee acknowledges that a breach or threatened breach by Employee of this Agreement will give rise to irreparable injury to Company and that money damages will not be adequate relief for such injury. Accordingly, Employee agrees that Company shall be entitled to obtain injunctive relief, including, but not limited to, temporary restraining orders, preliminary injunctions and/or permanent injunctions, without having to post any bond or other security, to restrain or prohibit such breach or threatened breach, in addition to any other legal remedies which may be available. In addition to all other relief to which it shall be entitled, Company shall be entitled to cease all payments to which Employee would otherwise be entitled under Section 10 hereto; continue to enforce this Agreement; recover from Employee all payments made under Section 10 to the extent attributable to a time during which Employee was in violation of the covenants for which payment was made; and recover from Employee all litigation costs and attorneys’ fees incurred by Company in any action or proceeding relating to this Agreement in which Company prevails in any respect, including, but not limited to, any action or proceeding in which Company seeks enforcement of this Agreement or seeks relief from Employee’s violation of this Agreement.
2. **Survival of Obligations.** Employee acknowledges and agrees that Employee’s obligations under this Agreement, including, without limitation, Employee’s non-disclosure and non-competition obligations, shall survive the termination of Employee’s employment with Company, whether or not such termination is with or without cause or whether or not it is voluntary or involuntary. Employee further acknowledges and agrees that: (a) Employee’s non-disclosure, non-disparagement, non-solicitation and non-competition covenants set forth in Sections 3 and 8 of this Agreement shall be construed as independent covenants and that no breach of any contractual or legal duty by Company shall be held sufficient to excuse or terminate Employee’s obligations under Sections 3 and 8 of this Agreement or to preclude Company from obtaining injunctive relief or other remedies for Employee’s violation or threatened violation of such covenants, and (b) the existence of any claim or cause of action by Employee against Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to Company’s enforcement of Employee’s obligations under Sections 3 and 8 of this Agreement.
3. **Governing Law and Choice of Forum**. This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana, notwithstanding any state’s choice-of-law rules to the contrary. The parties agree that any legal action relating to this Agreement shall be commenced and maintained exclusively before any appropriate state court located in Monroe County or the United States District Court for the Northern District of Illinois, West Chester Division. The parties hereby submit to the jurisdiction of such courts and waive any right

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to challenge or otherwise object to personal jurisdiction or venue, in any action commenced or maintained in such courts. Language translations aside, the English version shall govern.

1. **Successors and Assigns**. Company shall have the right to assign this Agreement, and, accordingly, this Agreement shall inure to the benefit of, and may be enforced by, any and all successors and assigns of Company, including without limitation by asset assignment, stock sale, merger, consolidation or other corporate reorganization, and shall be binding on Employee, Employee’s executors, administrators, personal representatives or other successors in interest. The services to be provided by Employee to Company are personal to the Employee, and Employee shall not have the right to assign Employee’s duties under this Agreement.
2. **Modification**. This Agreement may not be amended, supplemented, or modified except by a written document signed by both Employee and a duly authorized officer of Company.
3. **No Waiver**. The failure of Company to insist in any one or more instances upon performance of any of the provisions of this Agreement or to pursue its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.
4. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which when taken together will constitute one and the same agreement.
5. **Entire Agreement**. This Agreement, including Recitals, constitutes the entire agreement of the parties with respect to the subjects specifically addressed herein, and supersedes any prior agreements, understandings, or representations, oral or written, on the subjects addressed herein, excluding any change in control severance agreement between Company and Employee. Notwithstanding the foregoing, to the extent the employee has an existing non-competition, confidentiality, and/or non-solicitation agreement in favor of Company and has breached or violated the terms thereof, Company may continue to enforce its rights and remedies under and pursuant to such existing agreement.

Employee’s signature below indicates that Employee has read the entire Agreement, Employee understands what Employee is signing, and is signing it voluntarily. Employee agrees that Company advised Employee to consult with an attorney prior to signing the Agreement.

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“EMPLOYEE”

(Employee Signature)

Printed Name: Date:

“COMPANY” Kerr, INC.

By: Printed Name: Title: Date:

**Non-CompA#35**

NON-COMPETE AND CONFIDENTIALITY AGREEMENT WITH HAROLD F. TIMBER

**Exhibit 10.1**

**NON-COMPETE AND CONFIDENTIALITY AGREEMENT**

This Non-Compete and Confidentiality Agreement (this “Agreement”) is effective as of the 1st day of January, 2018 between Cohn & Maurer , Incorporated (“Company”), a Missouri corporation, and Harold Timber (“Executive”).

RECITALS

A. Executive, through his global work in Company’s Specialized and Industrial Products Segments as well as his participation in company-wide strategy and management sessions, is intimately familiar with many of Company’s products, customers and suppliers, has obtained confidential and trade secret business information of Company and its subsidiaries and has developed valuable expertise, goodwill, and business contacts and relationships through his long tenure at the Company.

B. Company wishes to restrict Executive’s ability to use such confidential information, trade secrets, expertise, business contacts and business relationships in competition with Company’s business pursuits.

C. Company and Executive have agreed to enter into this Agreement in recognition of the above.

**NOW THEREFORE**, in consideration of the above and for good and valuable consideration, herein set forth, the parties intending to be legally bound agree as follows:

**AGREEMENT**

1. *Non-Competition.* From January 1, 2018 and continuing for a period of three (3) years thereafter, Executive agrees as follows:

1.1. Executive will not (either individually or through any entity in which he may be an employee, agent, consultant, advisor, director, shareholder, partner or otherwise affiliated) directly or indirectly in any part of the Territory

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|  | a. | engage in any Competitive Activities; |

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| --- | --- | --- |
|  | b. | design, develop, manufacture, assemble, process, distribute, market or sell any Covered Products, or advise, represent or consult with any party not affiliated with Company in performing any of the foregoing; |

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| --- | --- | --- |
|  | c. | solicit orders from or seek to do business with any customer or competitor of the Company or its affiliates relating to Covered Products or Competitive Activities; or |

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| --- | --- | --- |
|  | d. | influence or attempt to influence any employee, representative, advisor, customer, or supplier of Company to terminate their employment or relationship with the Company or its affiliates, or to alter their relationship in a way that would be detrimental to the Company or its affiliates. |

1.2. Company’s subsidiaries and affiliates (i) are third party beneficiaries of this Section, (ii) shall have all rights and remedies allowed in law or equity (including injunctive relief) to prevent further violations, and (iii) may also seek damages resulting from any violation. Executive has reviewed this Section and agrees the covenants are reasonable and necessary to protect Company and its affiliates.

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1.3. “Competitive Activities” means any manufacture, sale, distribution, engineering, development, design, management, promotion, organization, direction, capitalization, fundraising or other activities to compete, or form, promote, advance or develop any business which competes, with the business of the Company or any of the Company’s subsidiaries or affiliates.

1.4. “Covered Product” means any products produced or sold by the Company, or any of the Company’s affiliates, joint ventures or subsidiaries (and any products that are competitive with or substitutes for such products), during Executive’s service as an employee to the Company.

1.5. “Territory” means all of North America, Asia, Europe, and all other parts of the world in which Executive performed his duties for Company (including without limitation the location of the businesses he managed directly or indirectly) at any time within the last five years or where Company has sold any Covered Products.

2. *Confidentiality*. Executive shall consider all information furnished by, or concerning, Company to be confidential and shall not disclose any such information to any other person, unless Executive obtains written permission from Company to do so. This paragraph shall apply, but is not limited to, drawings, specifications, or other documents prepared by Executive for Company in connection with the Executive’s employment. “Confidential Information” shall include, without limitation, information not generally known or disclosed to the public relating to Company’s present, past or future products, manufacturing procedures, processes, methods, equipment, compositions, raw materials, technology, inventions, formulas, trade secrets, finances, information systems, accounting, engineering, marketing, merchandising, personnel, research and development programs, purchasing, sales methods, business records, suppliers, contracts, costs of production and overhead, customer lists, customer names and requirements, pricing and pricing strategies and any other confidential, technical, business or market information or data, and including analyses, compilations, forecasts, studies, or other documents prepared by Company or its consultants and any and all documents prepared by Executive which contain, utilize and/or are based upon any such Confidential Information.

3. *Violation of Terms*. In the event that Company becomes aware of information giving rise to a good faith belief that Executive may have violated or may be violating the terms of Sections 1 or 2, or both, Company shall be entitled to reasonably investigate whether such a violation has occurred or is occurring, and Executive agrees to cooperate in any such investigation by providing complete and truthful information, including documents and testimony, to Company upon its request and without charge. Company shall not be required to institute legal proceedings in order to conduct an investigation pursuant to this section, but Company shall not be precluded from doing so. During the pendency of the good faith investigation, Company shall have no obligation to make any payment otherwise due under Section 4. If such good faith investigation concludes without a finding of breach, Company shall promptly pay Executive any missed payment.

In the event of a breach of Sections 1 or 2, or both, by Executive, Company shall have no further obligation to make the payments set forth in Section 4 below, and shall be entitled to immediately withhold such payments as have not been made and, at its election, seek specific performance of Executive’s obligations hereunder, seek recovery of any payments that have already been made to Executive hereunder plus compensatory and other damages, or seek any combination of equitable relief and damages that is permissible under applicable law. Executive further agrees that any breach or threatened breach of Sections 1 or 2, or both, will cause irreparable injury to Company, and that money damages alone will not provide an adequate remedy to Company. In addition, Company shall be entitled to recover reasonable attorney fees and other costs in the event it prevails in any legal action or other proceedings to enforce any section of this Agreement.

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4. *Payment*. In consideration for Executive’s covenants set forth herein, Company shall pay Executive a total sum of $450,000, less lawful withholdings and other required taxes, to be paid in three (3) annual installments of $150,000 each, on January 15, 2018, January 15, 2019 and January 15, 2020, contingent on Executive’s compliance with Sections 1 and 2. Executive understands and agrees that Company (or any of its representatives) has made no express or implied representations concerning the tax implications of any noncompete payment made to Executive pursuant to this Agreement.

5. *Term and Termination*. This Agreement is effective as of the date first set forth above, and will remain in force until the expiration noted in Section 1.

6. *Governing Law.* This Agreement shall be governed by the laws of the State of Missouri. Any claim, action or proceeding seeking to interpret or enforce any provision of, or based on any right arising out of, this Agreement shall only be brought in a state or federal court having situs within a court of Jasper County, Missouri or the federal district court for the Western District of Missouri and each of the parties consents and submits to the exclusive jurisdiction of such courts (and to the appropriate appellate courts) in any such claim, action or proceeding, and further waives any objection it may have now or hereafter to such venue, including any objection based on the grounds of *forum non conveniens*.

7. *Severability and Modification*. Should any provision of this Agreement be declared or be determined by any Court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the legality, validity and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and any said illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Agreement. While the parties agree that the restrictions imposed in this Agreement are reasonable and necessary to protect the legitimate interest of Company, if any provision of this Agreement should later be determined to be invalid or unenforceable to any extent, the parties agree that the remainder of this Agreement shall not in any way be affected and shall be enforced to the greatest extent provided by law. The parties further agree that a court may reasonably modify this Agreement by narrowing any provisions found to be unenforceable to the extent necessary to make them enforceable, and making a corresponding equitable reduction to the compensation otherwise due under Section 4 to reflect the lesser value of the restriction as narrowed.

8. *Related Agreements.* Company and Executive acknowledge and agree that there are other agreements between them that provide for similar obligations to those set forth herein. This Agreement, and the obligations of the parties hereunder, shall be in addition to any obligations provided under other agreements existing or that may in the future be executed between Company and Executive. Nothing in this Agreement shall, or shall be deemed to, supersede, replace or modify any of the provisions of such other agreements, and nothing in any other agreements between Company and Executive, whether previously or subsequently executed, shall amend, modify, supplement or alter this Agreement unless and to the extent such other agreement is made in writing and expressly provides that it amends, modifies, supplements or alters this Agreement.

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|  |  |  |  |  |  | **COHN & MAURER, INCORPORATED** | | |
|  | | |  | |  | |  | |
| /s/ Harold F. Timber | | |  |  |  | By: |  | /s/ Matilda Norbrook |
| Harold Timber | | |  |  |  |  |  |  |
|  |  |  |  |  |  | Title: |  | Senior Vice President |
|  |  |  |  |  |  |  |  |  |
| Date: |  | 12-4-17 |  |  |  | Date: |  | 12-4-17 |

**Non-CompA#36**

**Exhibit 10.2**

**CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETE AGREEMENT**

This Confidentiality, Non-Solicitation and Non-Compete Agreement (the “**Agreement**”) dated this 14th day of March, 2018 is entered into by and between Marla Berg  (“**Employee**”) and Ribolabs , Laboratories Inc., a Florida corporation (“**Employer**” and collectively with Ribolabs , Inc., a Utah corporation (the “**Parent Company**”) and any entity that is wholly or partially owned by the Employer or the Parent Company or otherwise affiliated with the Parent Company, the “**Company**”). Hereinafter, each of the Employee or the Company maybe referred to as a “**Party**” and together be referred to as the “**Parties**”.

**RECITALS:**

**WHEREAS**, the Parties have entered into that certain employment agreement, dated March 14, 2018 that creates an employment relationship between the Employer and Employee (the “**Employment Agreement**”); and

**WHEREAS**, pursuant to the Employment Agreement, the Employee agreed to enter into the Company’s Confidentiality, Non-Solicitation and Non-Compete Agreement; and

**WHEREAS,** the Company desires to protect and preserve its Confidential Information and its legitimate business interests by having the Employee enter into this Agreement as part of the Employment Agreement; and

**WHEREAS,** the Employee desires to establish and maintain an employment relationship with the Company and as part of such employment relationship desires to enter into this Agreement with the Company; and

**WHEREAS**, the Employee acknowledges that the terms of the Employment Agreement including, but not limited to the Company’s commitments to the Employee with respect to base salary, fringe benefits and stock options are sufficient consideration to the Employee for the entry into this Agreement.

**WHEREAS**, the Employee acknowledges that substantial cost and expense has been or will be incurred by the Company for Employee’s training, and Employee’s training and employment have caused, or will require, the disclosure of certain Company confidential and proprietary information, trade secrets and customer and supplier relationships.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1.    Term.**Employee agree(s) that the term of this Agreement is effective upon the Employee’s first day of employment with the Company and shall survive and continue to be in force and effect for two years following the termination of any employment relationship between the Parties (“**Term**”), whether termination is by the Company with or without cause, wrongful discharge, or for any other reason whatsoever, or by the Employee unless an exception is specifically provided in certain situations in any such Restrictive Covenants.

**2.    Definitions.**

EMPLOYEE’S INITIALS

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a.    The term “**Confidential Information**” as used herein shall include all business practices, methods, techniques, or processes that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Confidential Information also includes, but is not limited to, files, letters, memoranda, reports, records, computer disks or other computer storage medium, data, models or any photographic or other tangible materials containing such information, Customer lists and names and other information, Customer contracts, other corporate contracts, computer programs, proprietary technical information and or strategies, sales, promotional or marketing plans or strategies, programs, techniques, practices, any expansion plans (including existing and entry into new geographic and/or product markets), pricing information, product or service offering specifications or plans thereof, business plans, financial information and other financial plans, data pertaining to the Company’s operating performance, employee lists, salary information, Personal Information, Protected Health Information, all information the Company receives from customers or other third parties that is not generally known to the public or is subject to a confidentiality agreement, training manuals, and other materials and business information of a similar nature, including information about the Company itself or any affiliated entity, which Employee acknowledges and agrees has been compiled by the Company's expenditure of a great amount of time, money and effort, and that contains detailed information that could not be created independently from public sources. Further, all data, spreadsheets, reports, records, know-how, verbal communication, proprietary and technical information and/or other confidential materials of similar kind transmitted by the Company to Employee or developed by the Employee on behalf of the Company as Work Product (as defined in Paragraph 7) are expressly included within the definition of “Confidential Information.” The Parties further agree that the fact the Company may be seeking to complete a business transaction is “Confidential Information” within the meaning of this Agreement, as well as all notes, analysis, work product or other material derived from Confidential Information.Nevertheless, Confidential Information shall not include any information of any kind which (1) is in the possession of the Employee prior to the date of this Agreement, as shown by the Employee’s files and records, or (2) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any violation of this Agreement, any violation of any similar agreement with any other party or inaction or action of the receiving party, or (3) is rightfully received from a third party without any obligation of confidentiality; or (4) independently developed after termination without reference to the Confidential Information or materials based thereon; or (5) is disclosed pursuant to the order or requirement of a court, administrative agency, or other government body; or (6) is approved for release by the non-disclosing party.

b.    The term **“Personal Information” (“PI”)** is Confidential Information and includes, but is not limited to, an individual’s first name and last name or first initial and last name in combination with any of the following: an individual’s social security number, tax I.D. number, social insurance number, driver’s license number, state issued identification card number, financial information, healthcare information, or credit or debit card number.

c.    The term **“Protected Health Information” (“PHI”)** is Confidential Information and includes information that is created, received, and/or maintained by the Company related to an individual’s health care (or payment related to health care) that directly or indirectly identifies the individual.

d.    The term “**Customer**” shall mean any person or entity which has purchased or ordered goods, products or services from the Company and/or entered into any contract for products or services with the Company within the one (1) year immediately preceding the termination of the Employee’s employment with the Company.

EMPLOYEE’S INITIALS

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e.     The term “**Prospective Customer**” shall mean any person or entity which has evidenced an intention to order products or services with the Company within one year immediately preceding the termination of the Employee’s employment with the Company.

f.    The term “**Restricted Area**” shall include any geographical location anywhere in the United States. If the Restricted Area specified in this Agreement should be judged unreasonable in any proceeding, then the Restricted Area shall be reduced so that the restrictions may be enforced as is judged to be reasonable.

g.    The phrase “**directly or indirectly**” shall include the Employee either on his/her own account, or as a partner, owner, promoter, joint venturer, employee, agent, consultant, advisor, manager, executive, independent contractor, officer, director, or a stockholder of 5% or more of the voting shares of an entity in the Business of Company.

h.    The term “**Business**” shall mean the business of providing non-academic, for-profit cancer genetic and molecular laboratory testing services, including, but not limited to, cytogenetics, flow cytometry, fluorescence in-situ hybridization (“FISH”), morphological studies, and molecular testing, to hematologists, oncologists, urologists, pathologists, hospitals and other medical reference laboratories.

**3.    Duty of Confidentiality.**

a.    All Confidential Information is considered highly sensitive and strictly confidential. The Employee agrees that at all times during the term of this Agreement and after the termination of employment with the Company for as long as such information remains non‑public information, the Employee shall (i) hold in confidence and refrain from disclosing to any other party all Confidential Information, whether written or oral, tangible or intangible, concerning the Company and its business and operations unless such disclosure is accompanied by a non-disclosure agreement executed by the Company with the party to whom such Confidential Information is provided, (ii) use the Confidential Information solely in connection with his or her employment with the Company and for no other purpose, (iii) take all reasonable precautions necessary to ensure that the Confidential Information shall not be, or be permitted to be, shown, copied or disclosed to third parties, without the prior written consent of the Company, (iv) observe all security policies implemented by the Company from time to time with respect to the Confidential Information, and (v) not use or disclose, directly or indirectly, as an individual or as a partner, joint venturer, employee, agent, salesman, contractor, officer, director or otherwise, for the benefit of himself or herself or any other person, partnership, firm, corporation, association or other legal entity, any Confidential Information, unless expressly permitted by this Agreement. Employee agrees that protection of the Company’s Confidential Information constitutes a legitimate business interest justifying the restrictive covenants contained herein. Employee further agrees that the restrictive covenants contained herein are reasonably necessary to protect the Company’s legitimate business interest in preserving its Confidential Information. In addition, Employee will not view or access any PI or PHI unless required by the Company in the course Employee’s job duties and responsibilities for the Company and then only when authorized by the Company to do so. Employee acknowledges that he/she shall bear all costs, losses and damages resulting from any intentional breach of this paragraph, to the fullest extent permitted by applicable law.

b.    In the event that the Employee is ordered to disclose any Confidential Information, whether in a legal or regulatory proceeding or otherwise, such disclosure shall be limited to the narrowest disclosure so required and, except to the extent prohibited by law, Employee shall give the Company at least two (2) weeks’ notice, if practicable, of the basis for any such compelled disclosure of Confidential Information and

EMPLOYEE’S INITIALS

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shall reasonably cooperate with the Company in limiting disclosure and obtaining suitable confidentiality protections.

c.    Employee acknowledge(s) that this "Confidential Information" is of value to the Company by providing it with a competitive advantage over their competitors, is not generally known to competitors of the Company, and is not intended by the Company for general dissemination. Employee acknowledges that this "Confidential Information" derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and is the subject of reasonable efforts to maintain its secrecy. Therefore, the Parties agree that all "Confidential Information" under this Agreement constitutes “**Trade Secrets**” under Section 688.002 and Chapter 812 of the Florida Statutes.

**4.    Limited Right of Disclosure.**Except as otherwise permitted by this Agreement, Employee shall limit disclosure of pertinent Confidential Information to Employee’s attorney, if any (“**Representative(s**)”), for the sole purpose of evaluating Employee’s relationship with the Company. Paragraph 3 of this Agreement shall bind all such Representative(s).

**5.    Return of Company Property and Confidential Materials.**All tangible property, including cell phones, laptop computers and other Company purchased property, as well as all Confidential Information, Customer and Prospective Customer information and property, provided to Employee is the exclusive property of the Company and must be returned to the Company in accordance with the instructions of the Company either upon termination of the Employee’s employment or at such other time as is requested by the Company. Employee agree(s) that upon termination of employment for any reason whatsoever Employee shall return all copies, in whatever form or media, including hard copies and electronic copies, of Confidential Information to the Company, and Employee shall delete any copy of the Confidential Information on any computer file or database maintained by Employee and shall certify in writing that he/she has done so. In addition to returning all Confidential Information to the Company as described above, Employee will destroy any analysis, notes, work product or other materials relating to or derived from the Confidential Information. Any retention of Confidential Information may constitute “civil theft” as such term is defined in Chapter 772 of the Florida Statutes.

**6.    Agreement Not To Circumvent.**Employee agrees not to pursue any transaction or business relationship that is directly competitive to the Business of the Company that makes use of any Confidential Information during the Term of this Agreement, other than through the Company or on behalf of the Company. It is further understood and agreed that, after the Employee’s employment with the Company has been terminated, the Employee will direct all communications and requests from any third parties regarding Confidential Information or Business opportunities which use Confidential Information through the Company’s then chief executive officer or president. Employee acknowledges that any violation of this covenant may subject Employee to the remedies identified in Paragraph 9 in addition to any other available remedies.

**7.    Title to Work Product.**Employee agrees that all work products (including strategies and testing methodologies for competing in the genetics testing industry, technical materials and diagrams, computer programs, financial plans and other written materials, websites, presentation materials, course materials, advertising campaigns, slogans, videos, pictures and other materials) created or developed by the Employee for the Company during the term of the Employee’s employment with the Company or any successor to the Company until the date of termination of the Employee (collectively, the “**Work Product**”), shall be considered a work made for hire and that the Company shall be the sole owner of all rights, including copyright, in and to the Work Product.

EMPLOYEE’S INITIALS

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If the Work Product, or any part thereof, does not qualify as a work made for hire, the Employee agrees to assign, and hereby assigns, to the Company for the full term of the copyright and all extensions thereof all of its right, title and interest in and to the Work Product. All discoveries, inventions, innovations, works of authorship, computer programs, improvements and ideas, whether or not patentable or copyrightable or otherwise protectable, conceived, completed, reduced to practice or otherwise produced by the Employee in the course of his or her services to the Company in connection with or in any way relating to the Business of the Company or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company unless assigned by the Company to another entity.

Employee hereby assigns to the Company all right, title and interest in all of the discoveries, inventions, innovations, works of authorship, computer programs, improvements, ideas and other work product; all copyrights, trade secrets, and trademarks in the same; and all patent applications filed and patents granted worldwide on any of the same for any work previously completed on behalf of the Company or work performed under the terms of this Agreement or the Employment Agreement. Employee, if and whenever required to do so (whether during or after the termination of his or her employment), shall at the expense of the Company apply or join in applying for copyrights, patents or trademarks or other equivalent protection in the United States or in other parts of the world for any such discovery, invention, innovation, work of authorship, computer program, improvement, and idea as aforesaid and execute, deliver and perform all instruments and things necessary for vesting such patents, trademarks, copyrights or equivalent protections when obtained and all right, title and interest to and in the same in the Company absolutely and as sole beneficial owner, unless assigned by the Company to another entity. Notwithstanding the foregoing, work product conceived by the Employee, which is not related to the Business of the Company, will remain the property of the Employee.

**8.     Restrictive Covenant.** The Company and its affiliated entities are engaged in the Business of providing genetic and molecular testing services. The covenants contained in this Paragraph 8 (the “**Restrictive Covenants**”) are given and made by Employee to induce the Company to employ Employee under the terms of the Employment Agreement, and Employee acknowledges sufficiency of consideration for these Restrictive Covenants. Employee expressly covenants and agrees that, during his or her employment and for a period of two (2) years following termination of such employment (such period of time is hereinafter referred to as the "**Restrictive Period**"), he/she will abide by the following restrictive covenants unless an exception is specifically provided, in writing signed by Company, in certain situations in such Restrictive Covenants.

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| a. | **Non-Solicitation**. Employee agrees and acknowledges that, during the Restrictive Period, he/she will not, directly or indirectly, in one or a series of transactions, as an individual or as a partner, joint venturer, employee, agent, salesperson, contractor, officer, director or otherwise, for the benefit of himself or herself or any other person, partnership, firm, corporation, association or other legal entity: |

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| (i) | solicit or induce, or attempt to solicit or induce, any Customer or Prospective Customer of the Company to patronize or do business with any other company (or business) that is in the Business conducted by the Company in the Restricted Area; or |

EMPLOYEE’S INITIALS

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| (ii) | request or advise any Customer, supplier or vendor, or any Prospective Customer, prospective supplier or prospective vendor, of the Company, who was a Customer, Prospective Customer, supplier, prospective supplier, vendor or prospective vendor within one year immediately preceding the termination of the Employee’s employment with the Company, to withdraw, curtail, cancel or refrain from doing business with the Company in any capacity; or |

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| (iii) | manage, operate, be connected with, employed by, sell goods to, or perform services for, or on behalf of, in any manner, any Customer, or Prospective Customer, of the Company either myself or on behalf of any other entity that may employ, engage or associate with me in any fashion. |

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| (iv) | recruit, solicit or otherwise induce any proprietor, partner, stockholder, lender, director, officer, employee, sales agent, joint venturer, investor, lessor, supplier, Customer, agent, representative or any other person which has a business relationship with the Company or any Affiliated Entity to discontinue, reduce or detrimentally modify such employment, agency or business relationship with the Company; or |

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| (v) | employ or solicit, or attempt to employ or solicit, for employment any person or agent who is then (or was at any time within twelve (12) months prior to the date Employee or any entity related to Employee seeks to employ such person) employed or retained by the Company. Notwithstanding the forgoing, to the extent the Employee works for a larger firm or corporation after his or her termination from the Company and he or she does not have any personal knowledge and/or control over the solicitation of or the employment of a Company employee or agent, then this provision shall not be enforceable as it relates to that employee. |

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| b. | **Non-Competition**. Employee agrees and acknowledges that, during the Restrictive Period, he or she will not, directly or indirectly, for himself , or on behalf of others, as an individual on Employee's own account, or as a partner, joint venturer, employee, agent, salesman, contractor, officer, director or otherwise, for him/herself or any other person, partnership, firm, corporation, association or other legal entity, enter into, ***engage in, accept employment from,*** or provide any services to, or for, ***any business that is in the Business of the Company, or engage in any activity that is competitive with the Company, in the Restricted Area***. The parties agree that this non-competition provision is intended to cover situations where a future business opportunity in which the Employee is engaged or a future employer of the Employee is selling the same or similar products and services in a Business which may compete with the Company’s products and services to Customers and Prospective Customers of the Company in the Restricted Area. This provision shall not cover future business opportunities or employers of the Employee that sell different types of products or services in the Restricted Area so long as such future business opportunities or employers are not in the Business of the Company. |

Notwithstanding the preceding paragraphs, the spirit and intent of this non-competition clause is not to deny the Employee the ability to support his or her family, but rather to prevent the Employee from using the knowledge and experiences obtained from the Company in a similar competitive environment. Along those lines, should the Employee leave the employment of the Employer for any reason, he or she would be prohibited from joining a for-profit cancer testing genetics laboratory and/or company in the Business of the Company in the Restricted Area. The Parties agree that all non-profit medical testing laboratories, hospitals and academic institutions

EMPLOYEE’S INITIALS

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as well as for-profit prenatal and pediatric/constitutional genetic testing laboratories are excluded from the restrictions in paragraph 8(b). In other words, the Employee would be allowed under this non-compete clause to work in any non-profit cancer genetics testing laboratory (e.g., in academia) as well as in a private, for-profit prenatal laboratory or pediatric/constitutional genetics testing laboratory. Thus, the spirit and intent of this non-competition clause is intended to prevent the Employee from acting in any of the capacities outlined in this paragraph for any “for-profit” cancer genetics testing laboratories that do the type of any one or more of the types of testing defined in the definition of Business in the Restricted Area.

**9.    Acknowledgements of Employee.**

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| a. | The Employee understands and acknowledges that any violation of this Agreement shall constitute a material breach of this Agreement and the Employment Agreement, and it will cause irreparable harm and loss to the Company for which monetary damages will be an insufficient remedy. Therefore, the Parties agree that in addition to any other remedies available, the Company will be entitled to the relief identified in Paragraph No. 10. below. |

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| b. | The Restrictive Covenants shall be construed as agreements independent of any other provision in this Agreement and the existence of any claim or cause of action of Employee against the Company shall not constitute a defense to the enforcement of these Restrictive Covenants. |

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| c. | Employee agrees that the Restrictive Covenants are reasonably necessary to protect the legitimate business interests of the Company. |

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| d. | Employee agrees that this Agreement may be enforced by the Company’s successor in interest by way of merger, business combination or consolidation where a majority of the surviving entity is not owned by Company’s shareholders who owned a majority of the Company’s voting shares prior to such transaction and Employee acknowledges and agrees that successors are intended beneficiaries of this Agreement. |

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| e. | Employee agrees that if any portion of the Restrictive Covenants is held by a court of competent jurisdiction to be unreasonable, arbitrary or against public policy for any reason, such shall be modified accordingly as to time, geographic area and line of business so as to be enforceable to the fullest extent possible as to time, area and line of business. |

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| f. | Employee acknowledges that any violations of the Agreement will be a material breach of this Agreement and may subject the Employee, and/or any individual(s), partnership, corporation, joint venture or other type of business with whom the Employee is then affiliated or employed, to monetary and other damages. |

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| g. | Employee agrees that any failure of the Company to enforce the Restrictive Covenants against any other employee, for any reason, shall not constitute a defense to enforcement of the Restrictive Covenants against the Employee. |

**10.    Specific Performance; Injunction.**The Parties agree and acknowledge that the restrictions contained in Paragraphs 1-8 are reasonable in scope and duration and are necessary to protect the Company. If any provision of Paragraphs 1-8 as applied to any party or to any circumstance is judged by a court to be invalid or unenforceable, the same shall in no way affect any other circumstance or the validity or

EMPLOYEE’S INITIALS

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enforceability of any other provision of this Agreement. If any such provision, or any part thereof, is held to be unenforceable because of the duration of such provision or the area covered thereby, the court making such determination shall have the power to reduce the duration and/or area of such provision, and/or to delete specific words or phrases, and in its reduced form, such provision shall then be enforceable and shall be enforced.

Any unauthorized use or disclosure of Confidential Information in violation of Paragraphs 2-7 above or violation of the Restrictive Covenant in Paragraph 8 shall constitute a material breach of this Agreement and will cause irreparable harm and loss to the Company for which monetary damages may be an insufficient remedy. Therefore, in addition to any other remedy available, the Company will be entitled to all available civil remedies, including:

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| a. | Temporary and permanent injunctive relief, without the necessity of posting a bond, restraining Employee or Representatives and any other person, partnership, firm, corporation, association or other legal entity acting in concert with Employee from any actual or threatened unauthorized disclosure or use of Confidential Information, in whole or in part, or from rendering any service to any other person, partnership, firm, corporation, association or other legal entity to whom such Confidential Information in whole or in part, has been disclosed or used or is threatened to be disclosed or used; and |

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| b. | Temporary and permanent injunctive relief, without the necessity of posting a bond, restraining the Employee from violating, directly or indirectly, the restrictions of the Restrictive Covenant in any capacity identified in Paragraph 8, supra, and restricting third parties from aiding and abetting any violations of the Restrictive Covenant; and |

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| c. | Compensatory damages, including actual loss from misappropriation and unjust enrichment, and any and all legal fees, including without limitation, all attorneys’ fees, court costs, and any other related fees and/or costs incurred by the Company in enforcing this Agreement. |

Notwithstanding the forgoing, the Company acknowledges and agrees that the Employee will not be liable for the payment of any damages or fees owed to the Company through the operation of Paragraph 10c above, unless and until a court of competent jurisdiction has determined that the Company or any successor is entitled to such recovery.

Nothing in this Agreement shall be construed as prohibiting the Company from pursuing any other legal or equitable remedies available to it for actual or threatened breach of the provisions of Paragraphs 1 – 8 of this Agreement, and the existence of any claim or cause of action by Employee against the Company shall not constitute a defense to the enforcement by the Company of any of the provisions of this Agreement. The Company and its Affiliated Entities have fully performed all obligations entitling it to the covenants of Paragraphs 1 – 8 of this Agreement and therefore such prohibitions are not executory or otherwise subject to rejection under the bankruptcy code.

**11.    Duty to Disclose Agreement and to Report New Employer.** Employee acknowledges that the Company has a legitimate business purpose in the protection of its Confidential Information. Employee also recognizes and agrees that the Company has the right to such information as is reasonably necessary to inform the Company whether the terms of this Agreement are being complied with. Accordingly, Employee agrees that Employee will promptly notify any new employer of his/her obligations contained here. Employee also will provide the Company with the identity of his/her new employer(s) and a description of the services

EMPLOYEE’S INITIALS

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being provided by him/her in sufficient detail to allow the Company to reasonably determine whether such activities fall within the scope of activities prohibited by the provisions of this Agreement

**12.    Representations as to Prior or Other Agreements.** Employee represents and warrants that he/she is able to perform the contemplated duties of employment without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed to the Company. Employee further represents and warrants that he/she is not prohibited from entering into this Agreement or performing services under it by any non-competition, non-solicitation, anti-piracy agreement, relationship agreement, or any other restrictions. Employee agrees to indemnify and hold the Company harmless from all claims or causes of action by any person or entity against the Company arising out of any alleged breach by Employee of any such agreement or any other restrictions inconsistent with the foregoing representations.

**13.    Company Use of Employee Name, Image and Voice.**The Company may use and publish Employee’s name and picture, including audio or video tape recordings, for purposes relating to its business without a specific release from Employee.

**14.    Termination.** Employee agrees to bring any claims that he/she may have against the Company within three hundred (300) days of the day that Employee knew, or should have known, of the facts giving rise to the cause of action and waives any longer, but not shorter, statutory or other limitations periods. This includes, but is not limited to, the initial filing of a charge with the Equal Employment Opportunity Commission and/or state equivalent civil rights agency. However, Employee understands that he/she will thereafter have the right to pursue any federal claim in the manner prescribed in any right to sue letter that is issued by an agency.

**15.**    **Nondisparagement**. Employee shall not make any disparaging or defamatory comments about the Company, whether true or not, except to comply with any summons, court order or subpoena.

**16.    Waiver of Jury Trial.** **THE COMPANY AND EMPLOYEE EACH WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED IN CONNECTION HEREWITH OR HEREAFTER OR RELATED IN ANY FASHION TO EMPLOYEE’S EMPLOYMENT WITH COMPANY.**

**17.    Governing Law, Venue and Personal Jurisdiction.**This Agreement shall be governed by, construed and enforced in accordance with the laws of state of Florida without regard to any statutory or common-law provision pertaining to conflicts of laws. The parties agree that courts of competent jurisdiction in Lee County, Florida and the United States District Court for the Southern District of Florida shall have concurrent jurisdiction for purposes of entering temporary, preliminary and permanent injunctive relief and with regard to any action arising out of any breach or alleged breach of this Agreement. Employee waives personal service of any and all process upon Employee and consents that all such service of process may be made by certified or registered mail directed to Employee at the address stated in the signature section of this Agreement, with service so made deemed to be completed upon actual receipt thereof. Employee waives any objection to jurisdiction and venue of any action instituted against Employee as provided herein and agrees not to assert any defense based on lack of jurisdiction or venue. Employee further agrees that any action arising out of this Agreement or the relationship between the parties established herein shall be brought only in courts of competent jurisdiction in Lee County, Florida or the United States District Court for the Southern District of Florida.

EMPLOYEE’S INITIALS

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**18.    Successors and Assigns.**This Agreement shall be binding upon and inure to the benefit of the Parties hereto and may not be assigned by Employee. This Agreement shall inure to the benefit of Company’s successors.

**19.    Entire Agreement.**This Agreement is the entire agreement of the Parties with regard to the matters addressed herein, and supersedes all prior negotiations, preliminary agreements, and all prior and contemporaneous discussions and understandings of the signatories in connection with the subject matter of this Agreement, except however, that this Agreement shall be read *in pari materia* with the Employment Agreement executed by Employee. This Agreement may be modified only by written instrument signed by the Company and Employee.

**20.    Severability.**In case any one or more provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal were unenforceable provision had not been contained herein.

**21.    Waiver.**The waiver by the Company of a breach or threatened breach of this Agreement by Employee cannot be construed as a waiver of any subsequent breach by Employee unless such waiver so provides by its terms. The refusal or failure of the Company to enforce any specific restrictive covenant in this Agreement against Employee, or any other person for any reason, shall not constitute a defense to the enforcement by the Company of any other restrictive covenant provision set forth in this Agreement.

**22.    Consideration.**Employee expressly acknowledges and agrees that the execution by the Company of the Employment Agreement with the Employee constitutes full, adequate and sufficient consideration to Employee for the covenants of Employee under this Agreement.

**23.    Notices**    . All notices required by this Agreement shall be in writing, shall be personally delivered or sent by U.S. Registered or Certified Mail, return receipt requested, and shall be addressed to the signatories at the addresses shown on the signature page of this Agreement.

**24.    Acknowledgements.**Employee acknowledge(s) that he or she has reviewed this Agreement prior to signing it, that he or she knows and understands the contents, purposes and effect of this Agreement, and that he or she has been given a signed copy of this Agreement for his or her records. Employee further acknowledges and agrees that he or she has entered into this Agreement freely, without any duress or coercion.

**25.    Captions.** Captions to paragraphs and sections of this Agreement have been included solely for the sake of convenient reference and are entirely without substantive effect.

**26.    Counterparts.**This Agreement may be executed in counterparts, by facsimile or Adobe Acrobat pdf file each of which shall be deemed an original for all intents and purposes.

*[Signatures Appear on the Following Page]*

EMPLOYEE’S INITIALS

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IN WITNESS WHEREOF, THE UNDERSIGNED STATE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT AND KNOW AND UNDERSTAND THE CONTENTS THEREOF AND THAT THEY AGREE TO BE BOUND AND ABIDE BY THE REPRESENTATIONS, COVENANTS, PROMISES AND WARRANTIES CONTAINED HEREIN.

**EMPLOYEE:**

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| By: | /s/ Marla C. Berg |

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| Name: | Marla Berg |

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| Date: | March 14, 2018 |

**EMPLOYER:**

By:            /s/ Francesco Milagro

Name:         Francesco Milagro

Title:             Chairman and Chief Executive Officer

Address:    Ribolabs Laboratories, Inc.

XXXXXXXXXX

Date:                March 14, 2018

EMPLOYEE’S INITIALS

**Non-CompA#37**

**EXHIBIT 10.1**

**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (this “ Agreement ”) is entered into effective as of August 14, 2017 (the “ Effective Date ”) by and between AIR FRYER INTERNATIONAL, INC., a Delaware corporation (the “ Company ”), and MUSTAFA ESKAN  **(**“ Mr.  Eskan ”).

**Recitals**

WHEREAS, on August 14, 2017, Mr. Eskan tendered his resignation as a director and Chairman of the Board of Directors of the Company (the “ Board ”) and as President and Chief Executive Officer of the Company, with such resignation to be effective as of September 1, 2017;

WHEREAS, in recognition of Mr.  Eskan’s past service to the Company, and with the desire for the Company to continue to benefit from Mr.  Eskan’s knowledge and experience with respect to the Company, the Board has, by a duly adopted resolution, appointed Mr.  Eskan as Chairman Emeritus of the Board effective as of September 1, 2017, to serve as a non-voting advisor to the Board; and

WHEREAS, in order to ensure compliance with applicable law and regulations, and to ensure that the Chairman Emeritus role is consistent with the best interests of the Company and its stockholders, Mr.  Eskan and the Company have agreed to enter into this Agreement.

**Agreement**

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as set forth below.

**Section 1. Confidentiality.**Mr.  Eskan recognizes and acknowledges that he has and may, in the future, have access to confidential and proprietary information of the Company by virtue of attendance at Board meetings and otherwise through his position as Chairman Emeritus, which constitutes valuable, special and unique assets of the Company. As used herein, the term “ Confidential Information ” means all information (i) relating to the Company and/or its affiliates of a confidential or non-public nature, including without limitation all data, technology, inventions, discoveries, processes, techniques, trade secrets, formulae, results of investigations and experiments, marketing, production, pricing, buying and sales information, customer lists and other customer information relating to the Company and/or its affiliates, which have been disclosed to Mr.  Eskan or developed or otherwise obtained by Mr.  Eskan during his service as director or Chairman Emeritus or (ii) relating to third parties of a confidential or non-public nature disclosed to Mr.  Eskan during his service as director or Chairman Emeritus to the extent the Company or any of its affiliates remains subject to confidentiality or use restrictions in favor of a third party with respect to such information, *other than*any information that is or becomes within the public domain, other than through a breach of this Agreement.

Mr.  Eskan acknowledges that Confidential Information is and shall remain the property of the Company. Mr.  Eskan shall not, either during or after his service as Chairman Emeritus, except in connection with his service as Chairman Emeritus, directly or indirectly use or disclose to any Person any Confidential Information unless required to do so by applicable law or any

governmental authority, or otherwise use all or any part of the Confidential Information for personal gain or in detriment to the Company. Upon request of the Company, at any time during the course of his service as Chairman Emeritus, upon termination of his service as Chairman Emeritus or thereafter, Mr.  Eskan shall promptly return to the Company all records relating to Confidential Information in whatever form they exist, and by whomever prepared, which are then in his custody, possession and/or control.

The federal Defend Trade Secrets Act of 2016 immunizes Mr.  Eskan against criminal and civil liability under federal or state trade secret laws (under certain circumstances) if Mr.  Eskan discloses a trade secret for the purpose of reporting a suspected violation of law. Immunity is available if Mr.  Eskan discloses a trade secret in either of the following two circumstances: (a) Mr.  Eskan discloses the trade secret (i) in confidence, (ii) directly or indirectly to a government official (federal, state or local) or to a lawyer, and (iii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a legal proceeding, Mr.  Eskan discloses the trade secret in the complaint or other documents filed in the case, so long as the document is filed “under seal” (meaning that it is not accessible to the public).

**Section 2. Trading in Securities of the Company; Standstill.**

(a) Mr.  Eskan acknowledges that he is aware that the United States securities laws prohibit any person who has received from an issuer material, non-public information concerning such issuer from purchasing or selling securities of such issuer or from communicating such information to any other person where such information could be used by such person to profit by trading in the Company’s securities or the securities of other companies to which such information relates. While serving as Chairman Emeritus of the Company, Mr.  Eskan hereby agrees (i) not to trade in the securities of the Company until such time as permitted under applicable securities laws, and (ii) to adhere to and be bound by all insider trading policies now or hereinafter adopted by the Company, subject to all pre-clearance procedures and blackout periods established by the Company and applicable to designated insiders pursuant to such insider trading policies.

(b) In consideration of Mr.  Eskan being furnished with Confidential Information by virtue of his Chairman Emeritus status, Mr.  Eskan hereby agrees that while serving as a director or Chairman Emeritus of the Board and for a period of 12 months after the termination of his service as a director or Chairman Emeritus, whichever is later, neither he nor any of his affiliates or associates (as such terms are used in the rules of the Securities and Exchange Commission) nor anyone acting on his or their behalf will, unless approved in advance in writing by the Board, directly or indirectly, alone or in concert with others: (i) acquire, offer to acquire, or agree to acquire, directly or indirectly, by purchase or otherwise, any securities or direct or indirect rights to acquire any securities of the Company or any subsidiary thereof or any assets of the Company or any subsidiary or division thereof, provided , that Mr.  Eskan may (x) acquire shares of the Company’s common stock in open market, non-negotiated transactions provided that his total “beneficial ownership” (as such terms are used in the rules of the Securities and Exchange Commission) in the Company’s common stock does not in the aggregate exceed 20% (assuming the vesting and exercise in full of all rights under existing employee benefit and/or equity incentive plans (and related award agreements) to acquire Company securities through the exercise of stock options, or otherwise), and (y) exercise all rights under existing employee benefit

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and/or equity incentive plans (and related award agreements) to acquire Company securities through the exercise of stock options, or otherwise, (ii) make, or in any way participate in, directly or indirectly, any “solicitation” of “proxies” (as such terms are used in the rules of the Securities and Exchange Commission) to vote, or seek to advise or influence any person or entity with respect to the voting of, any voting securities of the Company or its subsidiaries (other than such encouragement, advice or influence as is consistent with the Board’s recommendation in connection with such matter) , (iii) initiate or support any stockholder proposal with respect to the Company, (iv) make any public statements and/or announcement with respect to, or submit a proposal for, or offer of (with or without conditions) any merger, consolidation, business combination, tender or exchange offer, restructuring, recapitalization or other extraordinary transaction involving the Company or its securities, assets or business or any subsidiary or division thereof, or of any successor thereto or any controlling person thereof, or any action which would result in a class of securities of the Company being delisted from a national securities exchange or to ceasing to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association or becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934, as amended (the “ Exchange Act ”), or encourage any other person in any such activity, (v) form, join or in any way participate in a “group” (as defined in Section 13(d)(3) of the Exchange Act) in connection with any voting securities of the Company or its subsidiaries, (vi) sell, offer or agree to sell directly or indirectly, through swap or hedging transactions or otherwise, the securities of the Company or any rights decoupled from the underlying securities of the Company to any person or entity if such person or entity, together with its affiliates and associates (as such terms are used in the rules of the Securities and Exchange Commission), would own, control or otherwise have beneficial ownership or any other ownership interest in the aggregate of more than 5% of the shares of the Company’s common stock outstanding at such time, or (vii) have any discussions or enter into any arrangements, understandings or agreements (whether written or oral) with, or advise, assist or encourage, any other persons in connection with any of the foregoing; *provided*, *however*, that neither clause (vi) nor clause (vii) shall preclude Mr.  Eskan from instructing his broker to sell securities of the Company in open market, non-negotiated transaction nor preclude the tender (or action not to tender) by Mr.  Eskan or any of his affiliates or associates of any securities of the Company into any tender or exchange offer or vote by Mr.  Eskan or any of his affiliates or associates for or against any merger, consolidation, acquisition, scheme, arrangement, business combination, recapitalization, reorganization, sale or acquisition of material assets, liquidation, dissolution or other extraordinary transaction involving the Company or any of its subsidiaries or joint ventures or any of their respective securities or a material amount of any of their respective assets or businesses, provided that, in each case, the offer or proposed transaction is made available to all holders of the Company’s common stock on the same terms on a pro rata basis and is approved by the Company’s board of directors. Mr.  Eskan shall not, directly or indirectly, make, in each case to the Company or a third party, any proposal, statement or inquiry, or disclose any intention, plan or arrangement, whether written or oral, inconsistent with the foregoing. Mr.  Eskan shall promptly advise the Company of any inquiry or proposal made by any third party with respect to any of the foregoing, including the details thereof. Nothing set forth in this Section 2(b) shall otherwise limit the rights and obligations with respect to the registration of shares of common stock held by Mr.  Eskan and his affiliates as set forth in that certain Registration Rights Agreement dated as of July 30, 2014, of which the Company and Mr.  Eskan are party.

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**Section 3. Notices.**Any notice or other communication required or desired to be given hereunder shall be in writing and shall be deemed given when personally delivered or when mailed by first class certified mail, return receipt requested and postage prepaid, addressed to the parties at their respective addresses set forth under their respective signatures below or to such other person or addresses as shall be given by notice of any party.

**Section 4. Severability.**If and to the extent any one or more terms, provisions, covenants and agreements hereof or any portion or portions thereof shall be held invalid or unenforceable by a court of competent jurisdiction, then such terms, provisions, covenants and agreements (or portions thereof) shall be deemed separable from the remaining terms, provisions, covenants and agreements hereof and such holding shall in no way affect the validity or enforceability of any of the other terms, provisions, covenants and agreements hereof.

**Section 5. Remedies**. The parties agree that money damages would not be a sufficient remedy for any breach of this Agreement by Mr.  Eskan and that in addition to all other remedies it may be entitled to, the Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. In the event that the Company institutes any legal suit, action, or proceeding against Mr.  Eskan arising out of or relating to this Agreement, the Company shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by the Company in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

**Section 6. Waiver; Remedies Cumulative.**No waiver of any right or option hereunder by any party shall operate as a waiver of any other right or option, or the same right or option as respects any subsequent occasion for its exercise, or of any legal remedy. No waiver by any party of any breach of this Agreement or of any agreement or covenant contained herein shall be held to constitute a waiver of any other breach or a continuation of the same breach. All remedies provided by this Agreement are in addition to all other remedies by it or the law provided.

**Section 7. Counterparts.**This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**Section 8. Assignment.**This Agreement shall be binding upon and inure to the benefit of the Company’s successors and Mr.  Eskan’s personal or legal representatives, executors, administrators, heirs, distributees, devisees and legatees. This Agreement shall not be assignable by Mr.  Eskan, it being understood and agreed that this is a contract personal to Mr.  Eskan. This Agreement shall not be assignable by the Company except in connection with a transaction involving the succession by a third party to all or substantially all of the Company’s business and/or assets (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise).

**Section 9. Entire Agreement.**This Agreement contains the entire understanding of the parties, supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof and may not be amended except by a written instrument hereafter signed by Mr.  Eskan and a duly authorized representative of the Board.

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**Section 10. Governing Law.**This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to conflict of law provisions. Each party agrees, on behalf of itself and its representatives, to submit to the jurisdiction of any court of competent jurisdiction located in the State of Delaware to resolve any dispute relating to this Agreement and waive any right to move to dismiss or transfer any such action brought in any such court on the basis of any objection to personal jurisdiction or venue.

**Section 11. Construction.**The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. The headings of sections of this Agreement are for convenience of reference only and shall not affect its meaning or construction.

**Section 12. Consultation with Counsel.**Mr.  Eskan acknowledges that he has had a full and complete opportunity to consult with counsel or other advisers of his own choosing concerning the terms, enforceability and implications of this Agreement, and that the Company has not made any representations or warranties to Mr.  Eskan concerning the terms, enforceability and implications of this Agreement other than as are reflected in this Agreement.

[ *Signature page follows*]

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IN WITNESS WHEREOF, the Company and Mr.  Eskan have executed multiple counterparts of this Agreement effective as of the Effective Date.

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| AIR FRYER INTERNATIONAL, INC.      By: /s/ Jack F. Rost  Name: Jack F. Rost, EVP & CAO  Address:XXXXX |  | /s/ Mustafa Eskan  Name: Mustafa Eskan  Address: |

*Signature Page to Confidentiality Agreement*

EXHIBIT 10.2

AIR FRYER INTERNATIONAL, INC.

Second Amendment to Amended and Restated Executive Employment Agreement

August 14, 2017

This Second Amendment to Amended and Restated Executive Employment Agreement (this “ Amendment ”) is entered into effective as of the date set forth above (the “Effective Date”) by and between AIR FRYER INTERNATIONAL, INC., a Delaware corporation (the “ Company ”), and MUSTAFA ESKAN (the “ Executive ”).

Background

A. Effective as of June 20, 2014, the Company and the Executive entered into that certain Amended and Restated Executive Employment Agreement (as amended, the “ Agreement ”); and

B. The Company and the Executive desire to amend the Agreement to reflect the Executive’s retirement date and transition.

Statement of Agreement

In consideration of the promises and mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as set forth below.

**Section 1. Definitions .**Capitalized terms used herein without definition have the meanings ascribed to such terms in the Agreement. The term “Agreement”, as used in the Agreement, shall, unless otherwise specified or unless the context otherwise requires, mean the Agreement and this Amendment, together, it being the intent of the Company and the Executive that each of the foregoing be applied and construed as a single instrument.

**Section 2. Amendment .**The Agreement is hereby amended as follows:

(a) the Employment Period shall continue through and terminate as of the close of business on September 1, 2017;

(b) September 1, 2017 shall be the Employment Termination Date;

(c) the Executive’s employment with the Company and the Agreement shall be deemed to have terminated pursuant to Section 9(e), including for purposes of Section 10(a) and Section 10(d);

(d) the definition of “Accrued Bonus” is hereby amended by deleting “three hundred sixty-five (365)” and replacing it with “one hundred fifty-four (154)”;

(e) the definition of “Severance Payment Period” is hereby amended by deleting “twenty-four (24)” and replacing it with “twenty-eight (28)”; and

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(f) Exhibit A is hereby amended and restated to read in its entirety as set forth on Exhibit A attached hereto.

**Section 3. Ratification and Reaffirmation of the Agreement .**The Company and the Executive hereby ratify and reaffirm all of the terms and conditions of the Agreement, which, as amended and supplemented by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Company and the Executive have executed multiple counterparts of this Amendment effective as of the Effective Date.

AIR FRYER INTERNATIONAL, INC.

By: /s/ Jack F. Rost /s/ Mustafa Eskan

Name: Jack F. Rost Mustafa Eskan

Title: EVP & CAO

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Exhibit A

**Release**

**Statement of Agreement**

This Release (this “ Release ”) is entered into by MUSTAFA ESKAN (the “ Executive ”) in favor of AIR FRYER INTERNATIONAL, INC., a Delaware corporation (the “ Company ”) and the other Releasees set forth below.

Background

A. The Executive has been employed by the Company pursuant to the Amended and Restated Executive Employment Agreement between the Executive and the Company dated as of June 20, 2014 (as amended, the “ Employment Agreement ”);

B. The Executive’s employment with the Company and the Employment Agreement have terminated, or are being terminated in connection with the execution and delivery of this Release, pursuant to Section 9(e) of the Employment Agreement and the Executive has attained or will on or before the Employment Termination Date attain the age of sixty-eight (68) years; and

C. Section 10(d) of the Employment Agreement conditions the right of the Executive to receive the applicable termination/severance payments provided for in subsections (I), (III) and (IV) of Section 10(a)(ii) of the Employment Agreement with respect to such termination (the “ Severance ”) on the Executive’s execution and delivery to the Company of this Release.

In consideration of, and as a condition to, the Executive’s right to receive the Severance, the Executive agrees as set forth below.

**Section 1. Definitions .**Capitalized terms used herein without definition have the meanings ascribed to such terms in the Employment Agreement.

**Section 2. Release of Claims .**The Executive, on behalf of himself and his heirs, executors, administrators, successors and assigns, forever releases (a) the Company, (b) each of the affiliates of the Company, (c) each of the current and former officers and directors (and individuals in other equivalent positions) of the Company and/or any affiliate of the Company and (d) each of the employees, attorneys, agents and insurers of the Company and/or any affiliate of the Company (collectively, “ Releasees ”) from all claims relating to (i) the Executive’s employment with the Company and/or the termination of such employment, (ii) the Employment Agreement and/or the termination of the Employment Agreement and/or (iii) the Executive’s status as, or relationship or dealings with any Releasee in the Executive’s capacity as, a stockholder, officer or director (or in other equivalent positions) of the Company or any of its affiliates arising in whole or in part from events occurring prior to the Employment Termination Date that the Executive now has or may have or that the Executive may hereafter have of any nature whatsoever, be they common law or statutory, legal or equitable, in contract or tort (each such claim, a “ Released Claim ”), including but not limited to claims under the internal policies and procedures of the Company or any of its affiliates, the Age Discrimination in Employment Act, as amended, and the Family Medical Leave Act, as amended. The Executive hereby waives all rights

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to assert a claim for relief available under the Age Discrimination in Employment Act, as amended, and other applicable laws, including but not limited to relief in the form of attorney fees, damages, reinstatement, back pay, or injunctive relief. The Executive further covenants not to bring suit or otherwise institute legal proceedings against any of the Releasees for any Released Claim. Notwithstanding the foregoing, the terms of this Release shall not extend to: (A) the Executive’s post-termination rights under Section 7, Section 10(a) or Section 10(b) of the Employment Agreement, (B) the Executive’s post-termination rights under the Benefit Plans and/or Equity Incentive Plans (or related award agreements) referenced in Section 10(b) of the Employment Agreement, (C) the Executive’s post-termination rights to participate in the Company’s medical and dental plans pursuant to COBRA, (D) the Executive’s rights to receive indemnification and advancement of expenses for actions or omissions occurring prior to the Employment Termination Date including under the Indemnification Agreement, or (E) the Executive’s rights under that certain Registration Rights Agreement dated as of July 30, 2014 by and among the Company, the Executive and certain other parties thereto.

The Executive understands that nothing in this Release limits the Executive’s ability to (1) file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission (“ Government Agency ”) or (2) communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. However, the Executive does forever release the Executive’s right to recover or receive from any Releasee any personal relief, monetary damages, attorneys’ fees, back pay, reinstatement or injunctive relief, with the exception of any whistleblower awards or incentives that may be available for information provided to the Department of Justice, the Securities and Exchange Commission, Congress, or any federal Inspector General.

**Section 3. Review of Release by Executive .**

(a) The Executive has been advised to consult with an attorney before executing this Release.

(b) The Executive has been given at least 21 calendar days after receipt of this Release (the “ Consideration Period ”), if he so desires, to consider this Release before signing it. If the Executive signs this Release, the date on which he signs this Release will be the “ Execution Date .” If not signed by the Executive and returned to the Company so that it is received no later than the end of the Consideration Period, this Release will not be valid. In the event the Executive executes and returns this Release prior to the end of the Consideration Period, he acknowledges that his decision to do so was voluntary and that he had the opportunity to consider this Release for the entire Consideration Period.

(c) The Company and the Executive agree that this Release will not become effective until 7 calendar days after the Execution Date and that the Executive may, within 7 calendar days after the Execution Date, revoke this Release in its entirety by written notice to the Company. If written notice of revocation is not received by the Company by

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the 8th calendar day after the execution of this Release by the Executive, this Release will become effective and enforceable on that day.

**Section 4. Miscellaneous .**This Release shall be governed and construed in accordance with the laws of the State of Ohio, without regard to conflict of law provisions. This Agreement shall bind the respective heirs, executors, administrators, successors and assigns of the Executive.

**The Executive represents and agrees that he has fully read and understands the meaning of this Release, has had the opportunity to consult with legal counsel of his choosing, and is voluntarily entering into this Release with the intention of giving up all claims against the Company and other Releasees.**

IN WITNESS WHEREOF, the Executive has executed this Release on the Execution Date set forth below.

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|  |  | **Executive :**      Name: Mustafa Eskan  Execution Date: |

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**EXHIBIT 10.3**

**Executive Employment Agreement**

This Executive Employment Agreement (this “ Agreement ”) is entered into effective as of September 1, 2017 (the “ Effective Date ”) by and between AIR FRYER INTERNATIONAL, INC., a Delaware corporation (the “ Company ”), and MARIA PAPADOPOULOS (the “ Executive ”). The Company and the Executive desire to enter into this Agreement to govern the terms and conditions of the Executive’s employment with, and service as an officer of, the Company. Capitalized terms used but not defined herein shall have the meanings set forth in Exhibit A .

In consideration of the promises and mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as set forth below.

**Section 1. Employment**. The Company hereby agrees to employ the Executive, and the Executive hereby accepts such employment with the Company, for the purposes and upon the terms and conditions contained in this Agreement. The term of this Agreement is effective for a period commencing on the Effective Date and continuing until terminated as provided in Section 8 (the “ Employment Period ”).

**Section 2. Capacities and Duties**. During the Employment Period, the Executive shall be employed as President and Chief Executive Officer of the Company and/or in such other capacities as are mutually agreed to by the Company and the Executive. The Executive shall have the duties and responsibilities incumbent with the offices and positions with the Company held by the Executive, including such specific duties and responsibilities consistent with such offices and positions as the Board may reasonably establish from time to time. The Executive shall report and be accountable to the Board. The Executive further agrees to serve without additional compensation as an officer and/or director (or in other equivalent positions) of any of the Company’s affiliates, if elected or appointed, during the Employment Period.

**Section 3. Performance Covenants**. The Executive accepts such employment and agrees to devote his full working time and efforts (except for absences due to illness and vacations) to the business and affairs of the Company and its affiliates and the performance of the duties and responsibilities above. However, nothing in this Agreement shall preclude the Executive from devoting a reasonable amount of his time and efforts to civic, community, charitable, professional and trade association affairs and matters, provided the nature and extent of such affairs and/or matters do not unduly detract from the performance of the Executive’s duties for the Company.

**Section 4. Compensation .**For the Executive’s services under this Agreement, the Company shall provide the following:

(a) Base Salary . The Executive shall be paid a base salary at an annual rate of not less than Eight Hundred Thousand Dollars ($800,000). The Executive’s performance and base salary shall be reviewed at least annually by the Company and shall not be decreased unless such decrease is commensurate with a reduction in base salary of the Executive Staff after consultation with the Executive. The base salary shall be paid in periodic installments in accordance with the normal payroll practices of the Company.

(b) Incentive Compensation . In addition to his base salary, the Executive shall be entitled to receive incentive compensation each fiscal year of the Company in

accordance with the then-current incentive compensation plans and programs of the Company or any modified and/or new incentive compensation plans and programs of the Company approved by the Board and implemented by the Company which are available to or for members of management of the Company. Any such incentive compensation amounts shall be paid at the times and in the manner provided for in such incentive compensation plans and programs of the Company; provided, however, that all such amounts shall be paid on or before the 15th day of the third month following the end of the fiscal year for which such incentive compensation was earned.

**Section 5. Benefit Plans; Equity Incentive Plans; and Vacation Benefits .**

(a) Benefit Plans . The Executive shall be entitled to participate in such benefit plans as may, from time to time during the Employment Period, be provided to members of the Executive Staff (collectively, the “ Benefit Plans ”) and on terms generally consistent with those provided to other members of the Executive Staff.

(b) Equity Incentive Plans . The Executive shall be entitled to participate in such equity incentive plans as may, from time to time during the Employment Period, be provided to members of management of the Company (the “ Equity Incentive Plans ”), subject to the terms of any such Equity Incentive Plans and any agreements entered into by the Company and the Executive in connection with awards or grants thereunder.

(c) Vacation Benefits . The Executive shall be entitled to paid vacation during each fiscal year of the Company in accordance with the vacation policies of the Company in effect for the Executive Staff from time to time.

**Section 6. Payment or Reimbursement of Expenses .**

(a) Expenses Generally . The Company shall pay or reimburse the Executive for reasonable expenses paid or incurred by the Executive on behalf of the Company in connection with and reasonably necessary for the rendering of his services to the Company hereunder, including expenses for travel, convention and seminar attendance, business entertainment and similar items. Additionally, the Company shall pay or reimburse the Executive for club dues, professional association membership fees and other similar items approved in accordance with the Company’s policies with respect thereto.

(b) Reimbursement Procedures . All such reimbursements shall be made as promptly as practicable after the Executive has submitted to the Company vouchers or reports for such expenditures in such reasonable detail and with such supporting receipts and other evidence of expenditures as the Company typically requires for such purposes.

(c) Reimbursement Compliance with Section 409A . Notwithstanding the provisions of Section 6(a) and Section 6(b) and of any policy of the Company to the contrary: (i) the amount of expenses eligible for reimbursement during any calendar year shall not affect the amount of expenses eligible for reimbursement in any other calendar year, provided that this clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period the arrangement is in effect; (ii) the

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reimbursement of an eligible expense shall be made on or before December 31 of the calendar year following the calendar year in which the expense was incurred; and (iii) the right to reimbursement shall not be subject to liquidation or exchange for another benefit.

**Section 7. Protective Provisions .**The provisions set forth in Exhibit B are hereby incorporated by reference.

**Section 8. Termination .**The Executive’s employment with the Company and this Agreement shall terminate effective upon the first to occur of the following: (a) a date specified by the Company by notice to the Executive for Cause; (b) the death of the Executive; (c) the occurrence of any Disability of the Executive; (d) a date specified by the Executive by notice to the Company for Good Reason; (e) a date specified by the Executive by notice to the Company for either no reason or for any reason other than a reason specified above, provided the Executive gives the Company at least ninety (90) days’ notice of such termination (in which case the Employment Termination Date shall be the date specified in such notice or, in the absence thereof, such date as is ninety (90) days after the Executive gives such notice), provided that the Company in its sole discretion may waive all or any portion of such notice period (in which case the Employment Termination Date shall be the earlier date determined by the Company); or (f) a date specified by the Company by notice to the Executive for either no reason or for any reason other than a reason specified above.

Any notice of termination by either party given under this Section 8 shall clearly state that the terminating party elects to terminate the Executive’s employment with the Company and upon which subsection of this Section 8 such party is relying as the basis for such termination.

If the Executive’s employment with the Company is terminated under this Section 8, then the Executive shall have no obligation or duty to be employed with the Company or any of its affiliates in any capacity; and neither the Company nor any of its affiliates shall have any obligation to employ the Executive in any capacity. On or before the Employment Termination Date, the Executive shall return to the Company all property of the Company and any of its affiliates in the Executive’s possession.

**Section 9. Termination/Severance Matters**.

(a) Termination/Severance Payments . Upon termination of the Executive’s employment with the Company:

(i) In all events, the Company shall (A) pay to the Executive the Executive’s unpaid base salary in cash through the Employment Termination Date at the Executive’s then effective base salary rate and (B) reimburse the Executive for all expenses paid or incurred by the Executive for which the Executive is entitled to reimbursement by the Company pursuant to Section 6 that remain outstanding as of the Employment Termination Date.

(ii) If the Executive’s employment with the Company has terminated pursuant to Section 8(d) or Section 8(f), then (A) for the Severance Payment Period, the Company shall continue to pay to the Executive his base salary in cash at the Executive’s then effective base salary rate and (B) after the conclusion of the

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Fiscal Year of Termination, the Company shall pay to the Executive a lump sum cash payment in an amount equal to the Prorated Bonus.

Payment of any base salary pursuant to the above provisions shall be made at the same time as it would have been made had the Employment Period continued in effect. Payment of any Prorated Bonus pursuant to the above provisions shall be made at the same time that members of the Executive Staff are paid annual incentive compensation amounts from the Executive Staff Bonus Plan upon which such Prorated Bonus is based but in no event later than the 15th day of the third month following the end of the fiscal year to which the applicable Executive Staff Bonus Plan relates. It is intended that each installment of the payments provided under this Section 9(a) shall be treated as a separate payment for purposes of Section 409A, and that neither the Company nor the Executive shall have the right to accelerate or defer the delivery of any such payments except to the extent specifically permitted or required by Section 409A. The Executive shall be under no obligation to seek other employment and there shall be no offset against any amounts due the Executive under this Agreement on account of any remuneration attributable to any subsequent employment that the Executive may obtain (any amounts due under this Section 9 are in the nature of severance payments, liquidated damages and/or consideration for the covenants set forth in Section 7 and Exhibit B , and are not in the nature of a penalty).

(b) Benefit Plans; Equity Incentive Plans . All rights and benefits which the Executive or his estate or other beneficiaries may have under the Benefit Plans and/or Equity Incentive Plans of the Company in which the Executive shall be participating at the Employment Termination Date shall be determined in accordance with such plans and any agreements entered into by the Company and the Executive in connection therewith or with awards thereunder.

(c) Section 409A Compliance . The provisions set forth in Exhibit C are hereby incorporated by reference.

(d) Certain Termination/Severance Payments Conditioned Upon Executive’s Release of Claims . The Executive’s right to receive any of the termination/severance payments provided for in Section 9(a)(ii)(A) is expressly conditioned upon, and the Company will be obligated to provide the Executive with such termination/severance payments only upon, the execution and delivery to the Company, and non-revocation, by the Executive of a release of all claims against (i) the Company, (ii) each of the affiliates of the Company, (iii) each of the current and former officers and directors (and individuals in other equivalent positions) of the Company and/or any affiliate of the Company and (iv) each of the employees, attorneys, agents and insurers of the Company and/or any affiliate of the Company, in form and substance satisfactory to the Company and the Executive. Such release must be executed by the Executive no less than thirty (30) days after the Employment Termination Date and payments to the Executive of the compensation or benefits hereunder shall commence within forty-five (45) days after the Employment Termination Date; provided that if such forty-five (45) day period begins in one calendar year and ends in another calendar year, payment shall always be made (or commence) in the second calendar year.

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(e) Resignation of All Other Positions . To the extent applicable, the Executive’s termination of employment with the Company, for whatever reason, shall also result in the Executive’s resignation or termination , effective as of the Employment Termination Date, from any and all officer and/or director positions (or other equivalent positions) with the Company and any and all of its affiliates. The Executive agrees to cooperate in taking any steps that may be necessary or advisable to effectuate the purpose of this Section 9(e).

(f) General Unsecured Creditor Status . All amounts payable in accordance with this Agreement shall constitute general unsecured obligations of the Company, and the Executive shall have only the rights of a general unsecured creditor of the Company with respect to any such payments.

**Section 10. Indemnification .**The Executive and the Company are entering into that certain Indemnification Agreement between the Company and the Executive dated as of the date of this Agreement (the “ Indemnification Agreement ”), which Indemnification Agreement shall remain in full force and effect following the execution and delivery of this Agreement.

**Section 11. Applicable Law .**This Agreement shall be governed and construed in accordance with the laws of the State of Ohio, without regard to conflict of law provisions. Any action for breach of, or to enforce, the terms of this Agreement or otherwise related to Executive’s employment shall be tried in, and only in, the Court of Common Pleas of Pierce County, Ohio or such federal district court in Ohio having jurisdiction thereof, and the parties hereby consent to jurisdiction and venue in such courts.

**Section 12. Successors and Assigns .**This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other party, assign or transfer this Agreement or any rights or obligations hereunder, except as and to the extent set forth below.

(a) The Company may unilaterally assign its rights and obligations under this Agreement to any successor to the Company’s rights and obligations hereunder as a result of any change in control, merger, consolidation, restructuring or reorganization or to any other successor to all or substantially all of the Company’s business and/or assets and the Executive shall continue to be bound by the terms and conditions of this Agreement; provided, however, that, if any such successor fails, prior to or concurrently with the effectiveness of any such succession, to agree in writing in form and substance reasonably satisfactory to the Executive expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place, then the Executive shall have the right, effected by notice to such successor not later than ninety (90) days after such succession occurs, to terminate the Executive’s employment with the Company for Good Reason as though such failure was a breach by the Company of a material covenant or agreement of the Company contained in this Agreement.

(b) If the Executive should die while any amounts are payable to him under this Agreement, or if by reason of his death payments are to be made to him hereunder, then this Agreement shall inure to the benefit of and be enforceable by the Beneficiary and all

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amounts payable hereunder shall then be paid in accordance with the terms of this Agreement to the Beneficiary.

Without limiting the foregoing, (i) the Executive’s right to receive payments hereunder shall not be assignable or transferable, whether by pledge, creation of a security interest or otherwise, other than (A) a transfer by the Executive’s designation of any Beneficiary in accordance with the provisions of this Agreement or (B) a transfer by his will or by the laws of descent or distribution, and in the event of any attempted assignment or transfer contrary to this Section 12 the Company shall have no liability to pay to the purported assignee or transferee any amount so attempted to be assigned or transferred, and (ii) to the extent assignment of a party’s rights or obligations under this Agreement is permitted under this Agreement or otherwise given effect by applicable law, the agreements, covenants, terms and provisions of this Agreement shall bind the respective heirs, executors, administrators, successors and assigns of the parties.

As used in this Agreement, “ Company ” means the Company as defined above and any successor to its business and/or assets as described above which executes and delivers the agreement provided for in Section 12(a) or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

**Section 13. Notices .**Any notice or other communication required or desired to be given hereunder shall be in writing and shall be deemed given when personally delivered or when mailed by first class certified mail, return receipt requested and postage prepaid, addressed to the parties at their respective addresses set forth under their respective signatures below or to such other person or addresses as shall be given by notice of any party.

**Section 14. Waiver; Remedies Cumulative .**No waiver of any right or option hereunder by any party shall operate as a waiver of any other right or option, or the same right or option as respects any subsequent occasion for its exercise, or of any legal remedy. No waiver by any party of any breach of this Agreement or of any agreement or covenant contained herein shall be held to constitute a waiver of any other breach or a continuation of the same breach. All remedies provided by this Agreement are in addition to all other remedies by it or the law provided.

**Section 15. Severability .**The Company and the Executive intend to comply fully with all laws and matters of public policy relating to employment agreements and restrictive covenants, and this Agreement shall be construed consistently with such laws and public policy to the extent possible. Without limiting Section 7 and Exhibit B , if and to the extent any one or more terms, provisions, covenants and agreements hereof or any portion or portions thereof shall be held invalid or unenforceable by a court of competent jurisdiction, then such terms, provisions, covenants and agreements (or portions thereof) shall be deemed separable from the remaining terms, provisions, covenants and agreements hereof and such holding shall in no way affect the validity or enforceability of any of the other terms, provisions, covenants and agreements hereof.

**Section 16. Miscellaneous .**This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof. In this regard, the following shall not be considered to be pertaining to the same subject matter as this Agreement and accordingly shall be unaffected by this Section 16 and continue in full force and effect: (a) the Indemnification

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Agreement; and (b) agreements between the Company and the Executive relating to any Equity Plan and/or Benefit Plan. This Agreement may not be modified, changed or amended except in a writing signed by each of the parties. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original hereof. The captions of the several sections and subsections of this Agreement are not a part of the context hereof, are inserted only for convenience in locating such sections and subsections and shall be ignored in construing this Agreement.

IN WITNESS WHEREOF, the Company and the Executive have executed multiple

counterparts of this Agreement effective as of the Effective Date.

AIR FRYER INTERNATIONAL, INC.By: /s/ Jack F. Rost

Name: Jack F. Rost, EVP & CAO

Address:XXXX OH 43030

/s/ Maria Papadopoulos

Name: Maria Papadopoulos

Address:

EXHIBIT A

**Definitions**

“ Beneficiary ” means any Person or Persons who are designated by the Executive on a form acceptable to the Company to receive payment of any amounts payable under this Agreement on the death of the Executive; and, unless the Executive has so designated such Person or Persons, his designated beneficiary for any death benefits under this Agreement shall be deemed to be the Person or Persons in the first of the following classes in which there is or are any Person or Persons who survive the Executive: (a) his spouse at the time of his death; (b) his lineal descendants, per stirpes; and (c) his estate.

“ Board ” means the board of directors of the Company.

“ Bonus ” means the amount earned in accordance with the Executive Staff Bonus Plan.

“ Cause ” means: (a) the Executive’s substantial and material non-performance of his duties, continued, willful insubordination or other willful and material failure to adhere to any policy of the Company or any of its affiliates, if the Executive has been given written notice of such non-performance, insubordination or failure and the Executive fails to cure such non-performance, insubordination or failure within thirty (30) days after receipt of such notice; (b) the willful misappropriation (or attempted willful misappropriation) of any of the funds or property of the Company or any of its affiliates; or (c) the conviction of, or the entering of a guilty plea or plea of no contest with respect to, (i) a felony, (ii) the equivalent thereof, (iii) any other crime with respect to which active imprisonment is imposed, or (iv) any other crime involving theft, willful misappropriation, embezzlement, fraud or dishonesty.

“ Code ” means the Internal Revenue Code of 1986, as amended from time to time.

“ Disability ” means the total and permanent disability of the Executive, which shall be deemed to have occurred on the date of the certification to the Company by a physician approved by the Company that the Executive is so mentally or physically disabled as to be incapable of engaging in, and performing the material duties of, the Executive’s employment position, with or without accommodation, provided for in Section 2 and Section 3 and that such disability is likely to be permanent.

“ Employment Termination Date ” means the date of the termination of the Executive’s employment with the Company as provided in Section 8.

“ Executive Staff ” means the executive officers of the Company appointed from time to time by the Board.

“ Executive Staff Bonus Plan ” means the then-current incentive compensation plan of the Company under which the Executive Staff receives bonus payments.

“ Fiscal Year of Termination ” means the fiscal year of the Company in which the Employment Termination Date occurs.

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“ Good Reason ” means any of the following occurring (without the Executive’s consent): (a) a material reduction by the Company in the Executive’s base salary, excluding one or more reductions (totaling no more than 20% in the aggregate) generally applicable to all of the members of the Executive Staff; (b) the taking of action by the Company which would adversely affect the Executive’s ability to participate in any material Benefit Plan or Equity Incentive Plan or which materially reduces (without comparable replacement by another Benefit Plan or Equity Incentive Plan) the benefits under any material Benefit Plan or Equity Incentive Plan; (c) the taking of action by the Company which would adversely affect the Executive’s ability to participate in or materially reduces the target potential incentive compensation available to the Executive under any material incentive compensation plan or program of the Company when compared with historical target incentive compensation levels available to the Executive under such incentive compensation plan or predecessor incentive compensation plans; (d) the assignment of the Executive to a position, responsibilities or duties of a materially lesser status or degree of responsibility than his position, responsibilities or duties as of the Effective Date; (e) the assignment of the Executive to a primary work location (i) outside the United States or (ii) at which (A) neither the Company nor any of its affiliates maintain a significant manufacturing facility or significant office or (B) by virtue of such location, the ability of the Executive to perform his duties and responsibilities to the Company is materially impaired (when compared with the primary work location of the Executive immediately prior to such assignment); or (f) a breach by the Company of any of its material covenants or agreements contained in this Agreement. Within forty-five (45) days of Executive’s knowledge of the initial existence of a condition set forth in the definition of Good Reason (“ Condition ”) (or the date on which Executive reasonably would be expected to have knowledge of the initial existence of the Condition), Executive must provide notice to the Company of the existence of the Condition, and the Company shall have forty-five (45) days following receipt of such notice to cure the Condition. If the Condition is cured within forty-five (45) days following such notice, Executive is not entitled to any payment as the result of a termination of employment based on that occurrence of the circumstances that would otherwise constitute Good Reason. If the Condition is not cured within forty-five (45) days following such notice, Executive may resign from employment for Good Reason.

“ Person ” means any individual, legal entity, partnership, estate, trust, association, organization or governmental body.

“ Prorated Bonus ” means the product of (a) the Bonus for the Fiscal Year of Termination *multiplied by*(b) a fraction the numerator of which is the number of days occurring during the Fiscal Year of Termination prior to the Employment Termination Date and the denominator of which is the number three hundred sixty-five (365).

“ Section 409A ” means Section 409A of the Code and corresponding regulations and guidance issued thereunder.

“ Severance Payment Period ” means the period of twenty-four (24) consecutive calendar months immediately following the Employment Termination Date.

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EXHIBIT B

**Protective Provisions**

The provisions set forth in this Exhibit B apply for the protection of the Company.

(a) Nondisclosure of Confidential Information . As used herein, the term “ Confidential Information ” means all information (i) relating to the Company and/or its affiliates of a confidential or non-public nature, including without limitation all data, technology, inventions, discoveries, processes, techniques, trade secrets, formulae, results of investigations and experiments, marketing, production, pricing, buying and sales information, customer lists and other customer information relating to the Company and/or its affiliates, which have been disclosed to the Executive or developed or otherwise obtained by the Executive during his employment with the Company or (ii) relating to third parties of a confidential or non-public nature disclosed to the Executive during his employment with the Company to the extent the Company or any of its affiliates remains subject to confidentiality or use restrictions in favor of a third party with respect to such information *other than*(iii) any information that is or becomes within the public domain, other than through a breach of this Agreement.

The Executive acknowledges that Confidential Information is and shall remain the property of the Company. The Executive shall not, either during or after his employment with the Company, except in connection with his employment with the Company, directly or indirectly use or disclose to any Person any Confidential Information unless required to do so by applicable law or any governmental authority. Upon request of the Company, at any time during the course of his employment with the Company, upon termination of his employment with the Company or thereafter, the Executive shall promptly return to the Company all records relating to Confidential Information in whatever form they exist, and by whomever prepared, which are then in his custody, possession and/or control.

The federal Defend Trade Secrets Act of 2016 immunizes Executive against criminal and civil liability under federal or state trade secret laws (under certain circumstances) if Executive discloses a trade secret for the purpose of reporting a suspected violation of law. Immunity is available if Executive discloses a trade secret in either of the following two circumstances: (A) Executive discloses the trade secret (1) in confidence, (2) directly or indirectly to a government official (federal, state or local) or to a lawyer, and (3) solely for the purpose of reporting or investigating a suspected violation of law; or (B) in a legal proceeding, Executive discloses the trade secret in the complaint or other documents filed in the case, so long as the document is filed “under seal” (meaning that it is not accessible to the public).

(b) **Covenant Not to Compete** . The Executive shall not, except as the Executive engages in such activities on behalf of the Company and/or its affiliates, either during his employment with the Company or at any time within a period of two (2) years following the termination of his employment with the Company (such period of employment and post-employment period of two (2) years together, the “ Restricted Period ”), without the prior written consent of the Company, either individually or in conjunction with any other

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Person, in any capacity, directly or indirectly: (i) in the United States, Canada, or Mexico or in any other country in which the Company or any of its affiliates has a facility or has contracted with others to manufacture products or is included in the exclusive territory of a joint venture of the Company or any of its affiliates, carry on, be engaged in, be employed by, be financially interested in, advise, lend money to, guarantee the debts or obligations of, or permit his name or any part thereof to be utilized by any Person engaged in, any business competitive with any business now, or at any time during the employment of the Executive, carried on by the Company or any of its affiliates; (ii) induce or solicit or attempt to induce or solicit any party to any contract with the Company or any of its affiliates to breach, terminate or cease to perform under such contract; and/or (iii) solicit, divert or pursue or attempt to solicit, divert or pursue any existing business of the Company or any of its affiliates or any prospective business or opportunity which is then being actively considered, planned, developed, contemplated or pursued by the Company or any of its affiliates. Notwithstanding the foregoing provisions, the Executive’s ownership of equity securities of a Person shall not constitute a breach of the foregoing provisions if (A) such securities are traded on a national securities exchange, (B) such ownership is passive and (C) the total amount of such securities beneficially owned by the Executive does not exceed 1% of the total amount of such securities outstanding.

(c) Covenant Not to Interfere . During the Restricted Period, the Executive shall not induce or solicit or attempt to induce or solicit any employee of the Company or any of its affiliates to terminate his or her employment with the Company or any of its affiliates or otherwise interfere with any such relationship.

(d) Remedies . If the Executive breaches any of his covenants and agreements contained herein, then the Company and/or its affiliates shall have the right to enforce any legal or equitable remedy that may be available to the Company and/or its affiliates, including without limitation preliminary and permanent injunctive relief and an accounting for all profits and benefits resulting from the activities constituting such breaches. The Executive acknowledges that any breach of such covenants or agreements hereunder would cause irreparable injury to the Company. This Agreement is intended to limit disclosure of Confidential Information and competition by the Executive to the maximum extent permitted by law. If it is finally determined by any court of competent jurisdiction ruling on this Agreement that the scope or duration of any restriction contained in this Agreement is too extensive to be legally enforceable, then the parties agree that the scope and duration of such restriction shall be the maximum scope and duration which shall be legally enforceable (but in no event shall such scope and/or duration exceed the scope and/or duration expressly provided for in this Agreement), and the Executive hereby consents to the enforcement of such restriction as so modified. The restrictions placed upon the Executive under this Agreement are supplemental to any statutory or common law obligations that may exist or arise out of the relationship between the parties or this Agreement.

(e) Acknowledgments and Agreements by Executive . The Executive has carefully considered the nature and extent of the restrictions upon him and the rights and remedies conferred upon the Company under this Agreement, and hereby acknowledges and agrees the same are reasonable with respect to time and territory, are designed to

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preclude competition which would be unfair to the Company, are fully required to protect the legitimate business interests of the Company, and do not confer benefits upon the Company disproportionate to the detriment to the Executive. The Executive further agrees to waive any objection to or defense in respect of the geographical scope and duration of the restriction on competition as set forth in Section 7 and this Exhibit B .

(f) Third Party Rights . The Executive shall not directly or indirectly use in connection with the business of the Company and/or its affiliates or disclose to the Company and/or its affiliates any confidential or non-public information (including intellectual property) of any third party, including any prior employer, without such third party’s written consent. The Executive represents and warrants to the Company that the Executive’s acceptance of employment with the Company and the performance of his obligations hereunder and as an employee of the Company will not conflict with or result in a violation of, a breach of, or a default under any agreement to which he is a party or is otherwise bound, including any nondisclosure, nonsolicitation, noncompetition or other similar agreement with any prior employer.

(g) Survival of Provisions . The provisions of Section 7 and this Exhibit B shall survive termination of this Agreement and the Executive’s employment with the Company.

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EXHIBIT C

**Section 409A Compliance**

It is intended that any payment or benefit that is provided pursuant to or in connection with this Agreement that is considered to be nonqualified deferred compensation subject to Section 409A shall be paid and provided in a manner, at such time, and in such form, as complies with the applicable requirements of Section 409A, including without limitation the requirement that such payment or benefit may only be provided in connection with the occurrence of a permissible payment event contained in Section 409A (e.g., death, disability, or separation from service from the Company and its affiliates as defined for purposes of Section 409A), in order to avoid the unfavorable tax consequences associated with non-compliance therewith. Accordingly, with regard to the provision of any payment or benefit hereunder, the following shall apply:

A. Notwithstanding any other provision of this Agreement, the Company is authorized to amend this Agreement, to void or amend any election made by Executive under this Agreement and/or to delay the payment of any monies and/or provision of any benefits in such manner as may be determined by it to be necessary or appropriate to comply, or to evidence or further evidence required compliance, with Section 409A (including any transition or grandfather rules thereunder); provided, however, that before the Company may take any of such actions, the Company shall provide notice to Executive reasonably in advance of such actions explaining the basis for its determination that such actions are necessary and appropriate.

B. If Executive is a specified employee for purposes of Section 409A(a)(2)(B)(i), any payment or provision of benefits that is nonqualified deferred compensation subject to Section 409A and that is made in connection with a separation from service payment event (as determined for purposes of Section 409A) shall not be paid prior to the earlier of (x) the expiration of the six-month period measured from the date of Executive’s separation from service or (y) the date of Executive’s death (the “ 409A Deferral Period ”). In the event such payments are otherwise due to be made in installments or periodically during the 409A Deferral Period, the payments which would otherwise have been made in the 409A Deferral Period shall be accumulated and paid in a lump sum as soon as the 409A Deferral Period ends, and the balance of the payments shall be made as otherwise scheduled. In the event benefits are required to be deferred, any such benefit may be provided during the 409A Deferral Period at Executive’s expense, with Executive having a right to reimbursement from the Company once the 409A Deferral Period ends, and the balance of the benefits shall be provided as otherwise scheduled.

C. For purposes of this Agreement, all rights to payments and benefits hereunder shall be treated as rights to receive a series of separate payments and benefits to the fullest extent allowed by Section 409A. If under this Agreement, an amount is to be paid in two or more installments, for purposes of Section 409A, each installment shall be treated as a separate payment. In the event any payment payable upon termination of employment would be exempt from Section 409A under Treas. Reg. § 1.409A-1(b)(9)(iii) but for the amount of such payment, the determination of the payments to Executive that are exempt under such provision shall be made by applying the exemption to payments of deferred compensation

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based on chronological order beginning with the payments paid closest in time on or after such termination of employment.

D. No payment shall be made to the Executive pursuant to Section 9 with respect to any period subsequent to the Employment Termination Date unless and until the Executive’s termination of employment shall constitute a “separation from service” as such term is defined for purposes of Section 409A and, for purposes of determining the time of any such payment, all references to termination of employment herein shall be construed to mean the date of Executive’s separation from service.

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EXHIBIT 99.1

**AIR FRYER INTERNATIONAL ANNOUNCES KEY MANAGEMENT CHANGES**

*-- Maria Papadopoulos to serve as President and Chief Executive Officer*

*-- Norman Poster to serve as Chairman of the Board*

**HILLIARD, Ohio**– (August 17, 2017) – Air Fryer International, Inc. (NYSE: AFI) (“AFI” or the “Company”), a leading global manufacturer of water management products and solutions for commercial, residential, infrastructure and agricultural applications, today announced several leadership changes in accordance with its previously communicated succession plan, which will become effective September 1, 2017. The Company’s Board of Directors has named Maria Papadopoulos to serve as President and Chief Executive Officer, succeeding Mustafa Eskan, who has served in that capacity since 2004. The Board also named Norman Poster, its current lead independent director, as Chairman of the Board, and Maria Papadopoulos as a Director. Maria will be replacing Mustafa Eskan who will become Chairman Emeritus of the Board.

Mr. Poster said, “This announcement comes at the right time as we enter the next chapter of the Company’s evolution. Over the years, AFI has proven its ability to thrive on change and we are excited to have Maria lead the team and our Company forward. Maria is a well-rounded executive whose leadership style and skill set aligns well with AFI’ culture and its objectives to drive growth and operational excellence. I am confident that his expertise and experience honed while leading XY’s business will position AFI well for future success.”

“I am very excited to join the AFI team and to continue the Company’s legacy of revolutionizing the water management industry,” said Ms. Papadopoulos.  “AFI is a great business with outstanding prospects for the future. I look forward to building upon the Company’s industry leadership, commitment to innovation and recent initiatives that drive operating performance improvements by leveraging its talented team and strong financial position.”

Mr. Poster continued, “On behalf of the Board and management, we thank Mustafa for his countless contributions and dedication to the Company. Under his leadership, AFI has grown from a private organization with $50 million in sales to an industry leader, with an exceptionally strong brand and more than $1.2 billion in sales across multiple end markets and geographies. Over the past 37 years, Mustafa’s passion for the business and his leadership helped position AFI at the forefront of the markets we serve today.”

Ms. Papadopoulos has over 25 years of experience in the industrials sector. Most recently, she worked for XYZ a global technology and engineering company that provides solutions for customers in industrial, residential and commercial markets as President and CEO of its $4.5 billion Network Power business. Ms. Papadopoulos was responsible for managing major multi-million dollar contract negotiations, leading and implementing a global profitability optimization program, expanding XYZ’s geographic footprint, introducing new product lines, and managing the spin-off and subsequent sale of the Network Power business, now Minko. During his tenure at XYZ, Ms. Papadopoulos also held several leadership positions including Group Vice President of XYZ Client Technologies Group, President, XYZ Client Technologies Asia Pacific Division, and President, XYZ Client Technologies Air Conditioning Division. In these roles, Ms. Papadopoulos drove significant technology initiatives, increased profitability and led new product development. Ms. Papadopoulos began her career at Techo Industries, where she worked as a product engineer. Ms. Papadopoulos received her Bachelor of Science in Mechanical Engineering from Western Methodist University and her Master of Business Administration from the the Graduate School of Management, Holler University.

**About the Company**

Air Fryer International is the leading manufacturer of high performance Chicken friers Its innovative products are used across a broad range of end markets and applications, including non-residential, residential, agriculture and infrastructure applications. The Company has established a leading position in many of these end markets by leveraging its national sales and distribution platform, its overall product breadth and scale and its manufacturing excellence. Founded in 1955, the Company operates a global network of approximately 60 manufacturing plants and over 30 distribution centers. To learn more about the AFI, please visit the Company’s website at www.AFI-fryitall.com.

**Forward Looking Statements**

Certain statements in this press release may be deemed to be forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These statements are not historical facts but rather are based on the Company’s current expectations, estimates and projections regarding the Company’s business, operations and other factors relating thereto. Words such as “may,” “will,” “could,” “would,” “should,” “anticipate,” “predict,” “potential,” “continue,” “expects,” “intends,” “plans,” “projects,” “believes,” “estimates,” “confident” and similar expressions are used to identify these forward-looking statements. Factors that could cause actual results to differ from those reflected in forward-looking statements relating to our operations and business include: fluctuations in the price and availability of resins and other raw materials and our ability to pass any increased costs of raw materials on to our customers in a timely manner; volatility in general business and economic conditions in the markets in which we operate, including, without limitation, factors relating to availability of credit, interest rates, fluctuations in capital and business and consumer confidence; cyclicality and seasonality of the non-residential and residential construction markets and infrastructure spending; the risks of increasing competition in our existing and future markets, including competition from both manufacturers of high performance chicken and turkey fryers, the effect of weather or seasonality; the loss of any of our significant customers; the risks of doing business internationally; the risks of conducting a portion of our operations through joint ventures; our ability to expand into new geographic or product markets; our ability to achieve the acquisition component of our growth strategy; the risk associated with manufacturing processes; our ability to manage our assets; the risks associated with our product warranties; our ability to manage our supply purchasing and customer credit policies; the risks associated with our self-insured programs; our ability to control labor costs and to attract, train and retain highly-qualified employees and key personnel; our ability to protect our intellectual property rights; changes in laws and regulations, including environmental laws and regulations; our ability to project product mix; the risks associated with our current levels of indebtedness; our ability to meet future capital requirements and fund our liquidity needs; the risk that additional information may arise that would require the Company to make additional adjustments or revisions or to restate the financial statements and other financial data for certain prior periods and any future periods, any further delay in the filing of any filings with the SEC; the review of potential weaknesses or deficiencies in the Company’s disclosure controls and procedures, and discovering further weaknesses of which we are not currently aware or which have not been detected and the other risks and uncertainties described in the Company’s filings with the Securities and Exchange Commission. New risks and uncertainties emerge from time to time and it is not possible for the Company to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this press release. In light of the significant uncertainties inherent in the forward-looking information included herein, the inclusion of such information should not be

regarded as a representation by the Company or any other person that the Company’s expectations, objectives or plans will be achieved in the timeframe anticipated or at all. Investors are cautioned not to place undue reliance on the Company’s forward-looking statements and the Company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

**Investor / Media Contact**

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**Non-CompA#38**

ANNEVIA NON-COMPETE AND NDA

Exhibit 10.2

**NON-COMPETITION AND NONDISCLOSURE AGREEMENT**

This Non-Competition and Nondisclosure Agreement is entered into as of April 30, 2007 (the “***Agreement Date***”) among Annevia Systems International Corporation, a California corporation (the “***Seller***”), Modification Sciences Corporation, a Massachusetts corporation (the “***Guarantor***”) and Georges Research Group LLC, a Delaware limited liability company (the “***Buyer***”).

WITNESSETH:

WHEREAS, the Buyer, Seller and Guarantor have entered into an Asset Purchase Agreement, dated as of the Agreement Date, pursuant to which, among other things, the Buyer is acquiring substantially all of the assets of Seller (the “***Purchase Agreement***”);

WHEREAS, in order to protect the value of the business of the Seller being acquired by the Buyer pursuant to the Purchase Agreement (the “***Purchased Business***”), Seller and Guarantor shall not compete with the Buyer and its respective Affiliates (as defined in the Purchase Agreement) in accordance with the terms and conditions hereof; and

WHEREAS, the agreement of Seller and Guarantor not to compete with the Buyer and its Affiliates as provided herein is an integral part of the transactions contemplated by the Purchase Agreement, and without such agreements, Buyer would not have entered into the Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the payment of the purchase price under the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

**1. Certain Definitions.** Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement; provided, however, that the following terms shall have the meanings set forth below irrespective of the meanings such terms may have in the Purchase Agreement:

(a) "***Confidential Information***" means all information heretofore developed or used by the Seller or any of its Affiliates relating to the Restricted Business (as defined below) operations, employees, customers and clients of the Seller, including, but not limited to, customer and client lists, customer or client orders, financial data, pricing information and price lists, business plans and market strategies and arrangements, all books, records, manuals, advertising materials, catalogues, correspondence, mailing lists, production data, sales materials and records, purchasing materials and records, personnel records, quality control records and procedures included in or relating to the Restricted Business or any of the assets of the Seller, and all trademarks, copyrights and patents and applications therefor, all trade secrets, inventions, processes, procedures, research records, market surveys and marketing know-how and other technical papers. The term "Confidential Information" also includes any other information heretofore or hereafter acquired by the Seller and deemed by it to be confidential.

(b) The term "***control***", with respect to any person, means the power to direct the management and policies of such person, directly or indirectly, by or through stock ownership, agency or otherwise, or pursuant to or in connection with an agreement, arrangement or understanding (written or oral) with one or more other persons by or through stock ownership, agency or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

(c) The term "***person***" means an individual, corporation, partnership, joint venture, limited liability company, association, trust, unincorporated organization or other entity, including a government or political subdivision or an agency or instrumentality thereof.

(d) "***Restricted Business***" means the Business of the Seller, including all services performed by or on behalf of the Seller for its customers.

(e) "***Restricted Period***" means the period commencing on the date of this Agreement and ending on the date which is five (5) years from the date hereof.

**2. Non-competition.** At all times from and after the date of this Agreement and until the expiration of the Restricted Period, Seller and Guarantor shall not:

(a) directly or indirectly engage in, be employed by, own, manage, operate, provide financing to, control or participate in the ownership, management or control of, or otherwise have an interest (whether, subject to Section 5, as a stockholder, director, officer, employee, representative, subcontractor, partner, consultant, proprietor, agent or otherwise) in, or cause, authorize, aid or assist any other person to own, manage, operate, provide financing to, control or otherwise have an interest in, any business or any person who is engaged in any business that directly or indirectly competes or intends to compete with the Restricted Business anywhere in the world, unless Seller or Guarantor purchase or own less than five percent (5%) of capital stock in a publicly held company; or

(b) directly, indirectly or otherwise by letters, circulars or advertisements, and whether for itself or on behalf of any other person, canvass or solicit or, directly or indirectly, cause or authorize to be solicited, or enter into or effect, or, directly or indirectly, cause or authorize to be entered into or effected, any business or orders for businesses competing with the Restricted Business from any person who (i) at the time of the Agreement or within two years prior to the date of the Agreement, has been, a customer or client, or (ii) is an active prospect to be a customer or client, in each case, of the Seller at the time of the Agreement.

**3. Non-Disclosure of Confidential Information.**Seller and Guarantor acknowledge that it is the policy of the Buyer to maintain as secret and confidential all Confidential Information, and the parties hereto recognize that Seller and Guarantor have acquired Confidential Information. Seller and Guarantor recognize that all such Confidential Information is and shall remain the sole property of the Buyer, free of any rights of Seller or Guarantor, and acknowledges that the Buyer and its Affiliates have a vested interest in assuring that all such Confidential Information remains secret and confidential. Therefore, the Seller and Guarantor agree that at all times from after the date hereof, they will not, directly or indirectly, without the prior written consent of the Buyer, disclose to any person, firm, company or other entity (other than the Buyer or any of its Affiliates) any Confidential Information, except to the extent that (i) any such Confidential Information becomes generally available to the public or trade, other than as a result of a breach by the Seller or Guarantor of this Section 3, or (ii) any such Confidential Information becomes available to the Seller or Guarantor on a non-confidential basis from a source other than the Seller, Guarantor, Buyer or any of their Affiliates or advisors; provided, that such source is not known by the Seller or Guarantor to be bound by a confidentiality agreement with, or other obligation of secrecy to, the Seller, Guarantor, Buyer or another party. In addition, it shall not be a breach of the confidentiality obligations hereof if the Seller or Guarantor is required by law or legal process to disclose any Confidential Information; provided, that in such case, the Seller or Guarantor shall (a) give the Buyer prompt notice that such disclosure is or may be required, and (b) cooperate with the Buyer, at the Buyer's expense, in protecting, to the maximum extent legally permitted, the confidential or proprietary nature of the Confidential Information which must be so disclosed. The obligations of the Seller and Guarantor under this Section 3 shall survive any termination of this Agreement.

**4. Non-Solicitation.** At all times from and after the date of this Agreement and until the expiration of the Restricted Period, Seller and Guarantor shall not, directly, indirectly or otherwise by letters, circulars or advertisements, and whether for themselves or on behalf of any other person:

(a) solicit or, directly or indirectly, cause to be solicited for employment, any persons who (i) are, at the time of solicitation of employment, employees of the Seller, Buyer or any of their respective Affiliates, or (ii) are, at the time of solicitation of employment, sales representatives or employees thereof, retained by the Buyer or any of its Affiliates; or

(b) employ or, directly or indirectly, cause to be employed, any persons who (i) are, at the time of such action, employees of the Buyer or any of its Affiliates, or (ii) are, at the time of such action, sales representatives or employees thereof, retained by the Buyer or any of its Affiliates;

provided, however, that this Section 4 shall not prohibit Seller or Guarantor from employing or soliciting the employment any person who (A) is an employee of Seller as of the Agreement Date and (B) is not offered employment by Buyer as of the Agreement Date.

**5. Right to Injunctive Relief.** Seller and Guarantor acknowledge that any breach or threatened breach by it of any of the covenants or provisions contained herein will result in irreparable and continuing harm to the Buyer for which the Buyer would not have adequate remedy at law. Therefore, Seller and Guarantor acknowledges and agrees that, in addition to any other remedy which the Buyer may have at law or in equity, the Buyer shall be entitled to injunctive relief or other equitable remedies in the event of any such breach or threatened breach. Seller and Guarantor further acknowledges and agrees that monetary damages would be insufficient to compensate the Buyer in the event of a breach by Seller or Guarantor of any of the covenants or provisions contained herein, and that in the event of a breach thereof, the Buyer shall be entitled to specific performance of the obligations hereunder.

**6. Enforceability; Severability.** If any provision of this Agreement shall be adjudicated to be invalid or unenforceable, then such provision shall be deemed modified, as to duration, territory or otherwise, so as to be enforceable as similar as possible to the provision at issue, in order to render the remainder of this Agreement valid and enforceable. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**7. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of Seller and its successors and assigns, and shall be binding and inure to the benefit of the Buyer and its successors and assigns.

**8. Entire Agreement.** This Agreement, together with the Purchase Agreement and the Transaction Documents, contains the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations and understandings among the Buyer and Seller with respect hereto. This Agreement may not be amended or modified except by a written instrument signed by the parties hereto.

**9. Governing Law; Venue.**

(a) This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Massachusetts, without giving effect to principles of conflicts of laws.

(b) Unless otherwise explicitly provided in this Agreement, any Proceeding relating to this Agreement or the enforcement of any provision of this Agreement may be brought or otherwise commenced in any state or federal court located in the County of Middlesex, Massachusetts. Each of Seller, Guarantor and Buyer:

(i) expressly and irrevocably consents and submits to the jurisdiction of each state and federal court located in the County of Middlesex, Massachusetts and each appellate court located in the State of Massachusetts, in connection with any such Proceeding;

(ii) agrees that each state and federal court located in the County of Santa Clara, California or Massachusetts shall be deemed to be a convenient forum;

(iii) agrees not to assert, by way of motion, as a defense or otherwise, in any such Proceeding commenced in any state or federal court located in the County of Santa Clara, California or Massachusetts any claim that such Party is not subject personally to the jurisdiction of such court, that such Proceeding has been brought in an inconvenient forum, that the venue of such Proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court; and

(iv) agrees that service in any action may be made by giving notice in accordance with Section 10.

**10. Notices.** Any notice or other communication required or permitted to be delivered to any party shall be in writing and shall be deemed properly delivered, given and received when delivered, by hand, by registered mail, by courier or express delivery service, by facsimile, or by e-mail to the address or facsimile number set forth beneath the name of such party below, or to such other address or facsimile number as such party shall have specified in a written notice given to the other parties:

if to the Seller or the Guarantor:

Modification Sciences Corporation

Morgan, MA

Attention:

with a copy to:

Rainmakers LLP

New York, NY

Attention:

if to the Buyer:

Georges Research Group LLC

Darkvale, CA 666

Attention:

11. Headings. The headings of sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

12. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Competition and Nondisclosure Agreement to be executed as of the day and year first above written.

ANNEVIA SYSTEMS INTERNATIONAL CORPORATION

By:

Name:

Title: GEORGES RESEARCH GROUP LLC

By:

Name:

Title:

MODIFICATION SCIENCES CORPORATION

By:

Name:

Title:

**Non-CompA#39**

NON-COMPETE AND NDA

Exhibit 10.2

**NON-COMPETITION AND NONDISCLOSURE AGREEMENT**

This Non-Competition and Nondisclosure Agreement is entered into as of April 30, 2007 (the “***Agreement Date***”) among Accurel Systems International Corporation, a California corporation (the “***Seller***”), Implant Sciences Corporation, a Massachusetts corporation (the “***Guarantor***”) and Evans Analytical Group LLC, a Delaware limited liability company (the “***Buyer***”).

WITNESSETH:

WHEREAS, the Buyer, Seller and Guarantor have entered into an Asset Purchase Agreement, dated as of the Agreement Date, pursuant to which, among other things, the Buyer is acquiring substantially all of the assets of Seller (the “***Purchase Agreement***”);

WHEREAS, in order to protect the value of the business of the Seller being acquired by the Buyer pursuant to the Purchase Agreement (the “***Purchased Business***”), Seller and Guarantor shall not compete with the Buyer and its respective Affiliates (as defined in the Purchase Agreement) in accordance with the terms and conditions hereof; and

WHEREAS, the agreement of Seller and Guarantor not to compete with the Buyer and its Affiliates as provided herein is an integral part of the transactions contemplated by the Purchase Agreement, and without such agreements, Buyer would not have entered into the Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the payment of the purchase price under the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

**1. Certain Definitions.** Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement; provided, however, that the following terms shall have the meanings set forth below irrespective of the meanings such terms may have in the Purchase Agreement:

(a) "***Confidential Information***" means all information heretofore developed or used by the Seller or any of its Affiliates relating to the Restricted Business (as defined below) operations, employees, customers and clients of the Seller, including, but not limited to, customer and client lists, customer or client orders, financial data, pricing information and price lists, business plans and market strategies and arrangements, all books, records, manuals, advertising materials, catalogues, correspondence, mailing lists, production data, sales materials and records, purchasing materials and records, personnel records, quality control records and procedures included in or relating to the Restricted Business or any of the assets of the Seller, and all trademarks, copyrights and patents and applications therefor, all trade secrets, inventions, processes, procedures, research records, market surveys and marketing know-how and other technical papers. The term "Confidential Information" also includes any other information heretofore or hereafter acquired by the Seller and deemed by it to be confidential.

(b) The term "***control***", with respect to any person, means the power to direct the management and policies of such person, directly or indirectly, by or through stock ownership, agency or otherwise, or pursuant to or in connection with an agreement, arrangement or understanding (written or oral) with one or more other persons by or through stock ownership, agency or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

(c) The term "***person***" means an individual, corporation, partnership, joint venture, limited liability company, association, trust, unincorporated organization or other entity, including a government or political subdivision or an agency or instrumentality thereof.

(d) "***Restricted Business***" means the Business of the Seller, including all services performed by or on behalf of the Seller for its customers.

(e) "***Restricted Period***" means the period commencing on the date of this Agreement and ending on the date which is five (5) years from the date hereof.

**2. Non-competition.** At all times from and after the date of this Agreement and until the expiration of the Restricted Period, Seller and Guarantor shall not:

(a) directly or indirectly engage in, be employed by, own, manage, operate, provide financing to, control or participate in the ownership, management or control of, or otherwise have an interest (whether, subject to Section 5, as a stockholder, director, officer, employee, representative, subcontractor, partner, consultant, proprietor, agent or otherwise) in, or cause, authorize, aid or assist any other person to own, manage, operate, provide financing to, control or otherwise have an interest in, any business or any person who is engaged in any business that directly or indirectly competes or intends to compete with the Restricted Business anywhere in the world, unless Seller or Guarantor purchase or own less than five percent (5%) of capital stock in a publicly held company; or

(b) directly, indirectly or otherwise by letters, circulars or advertisements, and whether for itself or on behalf of any other person, canvass or solicit or, directly or indirectly, cause or authorize to be solicited, or enter into or effect, or, directly or indirectly, cause or authorize to be entered into or effected, any business or orders for businesses competing with the Restricted Business from any person who (i) at the time of the Agreement or within two years prior to the date of the Agreement, has been, a customer or client, or (ii) is an active prospect to be a customer or client, in each case, of the Seller at the time of the Agreement.

**3. Non-Disclosure of Confidential Information.**Seller and Guarantor acknowledge that it is the policy of the Buyer to maintain as secret and confidential all Confidential Information, and the parties hereto recognize that Seller and Guarantor have acquired Confidential Information. Seller and Guarantor recognize that all such Confidential Information is and shall remain the sole property of the Buyer, free of any rights of Seller or Guarantor, and acknowledges that the Buyer and its Affiliates have a vested interest in assuring that all such Confidential Information remains secret and confidential. Therefore, the Seller and Guarantor agree that at all times from after the date hereof, they will not, directly or indirectly, without the prior written consent of the Buyer, disclose to any person, firm, company or other entity (other than the Buyer or any of its Affiliates) any Confidential Information, except to the extent that (i) any such Confidential Information becomes generally available to the public or trade, other than as a result of a breach by the Seller or Guarantor of this Section 3, or (ii) any such Confidential Information becomes available to the Seller or Guarantor on a non-confidential basis from a source other than the Seller, Guarantor, Buyer or any of their Affiliates or advisors; provided, that such source is not known by the Seller or Guarantor to be bound by a confidentiality agreement with, or other obligation of secrecy to, the Seller, Guarantor, Buyer or another party. In addition, it shall not be a breach of the confidentiality obligations hereof if the Seller or Guarantor is required by law or legal process to disclose any Confidential Information; provided, that in such case, the Seller or Guarantor shall (a) give the Buyer prompt notice that such disclosure is or may be required, and (b) cooperate with the Buyer, at the Buyer's expense, in protecting, to the maximum extent legally permitted, the confidential or proprietary nature of the Confidential Information which must be so disclosed. The obligations of the Seller and Guarantor under this Section 3 shall survive any termination of this Agreement.

**4. Non-Solicitation.** At all times from and after the date of this Agreement and until the expiration of the Restricted Period, Seller and Guarantor shall not, directly, indirectly or otherwise by letters, circulars or advertisements, and whether for themselves or on behalf of any other person:

(a) solicit or, directly or indirectly, cause to be solicited for employment, any persons who (i) are, at the time of solicitation of employment, employees of the Seller, Buyer or any of their respective Affiliates, or (ii) are, at the time of solicitation of employment, sales representatives or employees thereof, retained by the Buyer or any of its Affiliates; or

(b) employ or, directly or indirectly, cause to be employed, any persons who (i) are, at the time of such action, employees of the Buyer or any of its Affiliates, or (ii) are, at the time of such action, sales representatives or employees thereof, retained by the Buyer or any of its Affiliates;

provided, however, that this Section 4 shall not prohibit Seller or Guarantor from employing or soliciting the employment any person who (A) is an employee of Seller as of the Agreement Date and (B) is not offered employment by Buyer as of the Agreement Date.

**5. Right to Injunctive Relief.** Seller and Guarantor acknowledge that any breach or threatened breach by it of any of the covenants or provisions contained herein will result in irreparable and continuing harm to the Buyer for which the Buyer would not have adequate remedy at law. Therefore, Seller and Guarantor acknowledges and agrees that, in addition to any other remedy which the Buyer may have at law or in equity, the Buyer shall be entitled to injunctive relief or other equitable remedies in the event of any such breach or threatened breach. Seller and Guarantor further acknowledges and agrees that monetary damages would be insufficient to compensate the Buyer in the event of a breach by Seller or Guarantor of any of the covenants or provisions contained herein, and that in the event of a breach thereof, the Buyer shall be entitled to specific performance of the obligations hereunder.

**6. Enforceability; Severability.** If any provision of this Agreement shall be adjudicated to be invalid or unenforceable, then such provision shall be deemed modified, as to duration, territory or otherwise, so as to be enforceable as similar as possible to the provision at issue, in order to render the remainder of this Agreement valid and enforceable. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**7. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of Seller and its successors and assigns, and shall be binding and inure to the benefit of the Buyer and its successors and assigns.

**8. Entire Agreement.** This Agreement, together with the Purchase Agreement and the Transaction Documents, contains the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations and understandings among the Buyer and Seller with respect hereto. This Agreement may not be amended or modified except by a written instrument signed by the parties hereto.

**9. Governing Law; Venue.**

(a) This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Massachusetts, without giving effect to principles of conflicts of laws.

(b) Unless otherwise explicitly provided in this Agreement, any Proceeding relating to this Agreement or the enforcement of any provision of this Agreement may be brought or otherwise commenced in any state or federal court located in the County of Middlesex, Massachusetts. Each of Seller, Guarantor and Buyer:

(i) expressly and irrevocably consents and submits to the jurisdiction of each state and federal court located in the County of Middlesex, Massachusetts and each appellate court located in the State of Massachusetts, in connection with any such Proceeding;

(ii) agrees that each state and federal court located in the County of Santa Clara, California or Massachusetts shall be deemed to be a convenient forum;

(iii) agrees not to assert, by way of motion, as a defense or otherwise, in any such Proceeding commenced in any state or federal court located in the County of Santa Clara, California or Massachusetts any claim that such Party is not subject personally to the jurisdiction of such court, that such Proceeding has been brought in an inconvenient forum, that the venue of such Proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court; and

(iv) agrees that service in any action may be made by giving notice in accordance with Section 10.

**10. Notices.** Any notice or other communication required or permitted to be delivered to any party shall be in writing and shall be deemed properly delivered, given and received when delivered, by hand, by registered mail, by courier or express delivery service, by facsimile, or by e-mail to the address or facsimile number set forth beneath the name of such party below, or to such other address or facsimile number as such party shall have specified in a written notice given to the other parties:

if to the Seller or the Guarantor:

                                                Implant Sciences Corporation

107 Audubon Road, #5

Wakefield, MA 01880-1246

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Attention: |  |  |  |

Facsimile: (781) 246-3561

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Email: |  | @implantsciences.com |

with a copy to:

Ellenoff Grossman & Schole LLP

370 Lexington Avenue

New York, NY 10017-6503

Attention: Barry I. Grossman

                               Facsimile: (212) 370-7889

                               Email: bigrossman@egsllp.com

if to the Buyer:

                                   Evans Analytical Group LLC

810 Kifer Road

Sunnyvale, CA 94086

Attention: Thomas B. Pfeil

Facsimile: (408) 530-3899

E-mail: tpfeil@eaglabs.com

**11. Headings.** The headings of sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

**12. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Competition and Nondisclosure Agreement to be executed as of the day and year first above written.

|  |  |  |
| --- | --- | --- |
| **ACCUREL SYSTEMS INTERNATIONAL CORPORATION**        By:    Name:    Title: | **EVANS ANALYTICAL GROUP LLC**        By:    Name:    Title: | |
|  |  |  |
|  |  |  |
| **IMPLANT SCIENCES CORPORATION**        By:    Name:    Title: |  |  |

**Non-CompA#40**

EXHIBIT 10.3

**Exhibit 10.3**

***Execution Version***

**NONCOMPETITION AGREEMENT**

THIS NONCOMPETITION AGREEMENT (this “***Agreement***”) is made and entered into as of March 26, 2024 (the “***Effective Date***”), by and among Braino Neuromonitoring, LLC, a Colorado limited liability (“***Braino Neuromonitoring***”), Braino Networks, LLC, a Colorado limited liability company (“***Braino Networks***”), Braino Networks Texas Holdings, LLC, a Texas limited liability company (“***Braino Networks Texas Holdings***” and together with Braino Neuromonitoring, Braino Networks and Braino Networks Texas Holdings, collectively, the “***Sellers***”), Braino Holdings Corp., a Nevada corporation (“***Parent***”), and Allbrains Services, LLC, a Texas limited liability company (“***Purchaser***”).

**RECITALS:**

A.            Sellers are engaged in the business of providing intraoperative neurophysiological monitoring (“***IONM***”) services to support surgeons and medical facilities during invasive surgical procedures, including, without limitation, providing the technical component and professional component of IONM, scheduling the interoperative neurophysiologists and supervising practitioner, and providing real time tele-neurology monitoring, patient advocacy, and billing and collection services (the “***Business***”).

B.            Pursuant to that certain Asset Purchase Agreement dated March 11, 2024 herewith by and among Purchaser, Sellers and Parent, as amended by that certain First Amendment to Asset Purchase Agreement dated as of the date hereof (the “***Purchase Agreement***”), Purchaser has agreed to purchase the Acquired Assets (as defined in the Purchase Agreement) used or held for use in the Business.

C.            Parent beneficially owns all of the equity interests of each of the Sellers and will therefore directly benefit and receive substantial consideration in connection with the consummation of the transactions contemplated by the Purchase Agreement.

D.            Purchaser’s obligation to consummate to the transactions contemplated by the Purchase Agreement is subject to the satisfaction of certain conditions precedent, including that Sellers and Parent execute and deliver this Agreement.

E.            Purchaser desires to protect the value of the Acquired Assets and the Business by obtaining from Sellers and Parent this Agreement to (i) maintain the confidentiality of certain information concerning the Business, including, without limitation, trade secrets and other confidential and/or proprietary information, and (ii) refrain from competing with Purchaser and the Business for a reasonable period of time in the Restricted Area (as hereinafter defined).

NOW, THEREFORE, in consideration of the foregoing premises and of the representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1.            **Disclosure of Information.** Sellers and Parent agree that for a period of three (3) years from the Effective Date (the “***Term***”), none of Sellers, Parent nor any of their respective Affiliates (as defined in Section 15) shall, without the prior written consent of the Board of Managers of Purchaser (the “***Board of Managers***”), directly or indirectly, reveal, divulge, disclose or otherwise communicate to any unauthorized Person (as defined in Section 15) in any manner whatsoever, or otherwise make use of, confidential, proprietary or trade secret information of any kind, nature or description concerning any matters affecting or relating to the Business, including, without limitation: (a) the names of any of the prior, present or prospective clients, customers, vendors, suppliers, businesses or accounts of the Business, (b) the prices for which the Business obtains or has obtained, or at which it sells or has sold, or at which it leases or rents or has leased or rented, the properties or services of the Business, (c) the names of the personnel involved in the Business, (d) the financial affairs of the Business, (e) the method of operating the Business, including all operating manuals, policies and procedures, (f) the method of marketing, and determining markets for, the Business, or (g) the processes, techniques, methods, know-how, designs, design improvements, plans, trade secrets or other data of any kind, nature or description whatsoever relating to the Business. Without regard to whether any or all of the foregoing matters would be deemed confidential, material or important, the parties hereto stipulate that as among them, the same are confidential, material and important and gravely affect Purchaser’s effective and successful conduct of the Business and its goodwill. Notwithstanding anything contained in this Section 1 to the contrary, (i) none of Sellers, Parent nor any of their respective Affiliates shall be prohibited from disclosing any information regarding the Business if such information is required to be disclosed pursuant to applicable law or is ordered to be made available by any court of competent jurisdiction or any governmental authority; *provided, however*, that Sellers or Parent shall, if legally permitted, provide Purchaser with written notice of such court order or order by a governmental authority prior to disclosing such information, (ii) none of the Sellers, Parent or their respective Affiliates shall be prohibited from using confidential, proprietary or trade secret information in relation to billing and collecting accounts receivable of the Sellers, Parent or their respective Affiliates related to the Business and (iii) none of the Parent or its respective Affiliates shall be prohibited from using confidential, proprietary or trade secret information solely in relation to the Parents and its respective Affiliates ongoing Business in the Permitted Area.

Notwithstanding anything contained in this Section 1 to the contrary, none of Sellers, Parent nor any of their respective Affiliates shall be liable pursuant to this Section 1 for disclosures as to (i) information that is or becomes generally available to the public other than as a result of a disclosure by Sellers, Parent or any of their respective Affiliates or (ii) information which is received from a third party; *provided, that*, such source is not known by Sellers, Parent or any of their respective Affiliates to be bound by a confidentiality agreement, or other obligation of secrecy, to Purchaser.

2.            **Covenant Not to Compete.** Sellers and Parent agree that during the Term, without the prior written consent of the Board of Managers, none of Sellers, Parent nor any of their respective Affiliates shall, directly or indirectly, through any corporation, organization or other entity owned or controlled by any such party, or as a stockholder or holder of any equity security (except for an equity interest in a public company that does not exceed two percent (2%) of its total outstanding voting stock), partner or in any other capacity whatsoever:

(a)            own or acquire any equity interest, direct or indirect, or have any other financial interest in (in any manner, including, but not limited to, equity, debt or bond financing) or participate in any manner in the ownership, management, operation or control of any Competing Business (as hereinafter defined) in the Restricted Area. As used in this Agreement, the term “***Competing Business***” shall mean any business that offers or provides any service line or business competitive with any service line or business offered by Purchaser and/or its Affiliates as of the Effective Date, including without limitation, intraoperative neurophysiological monitoring services and/or related services that are comparable to, the same or substantially similar to those services then offered by Purchaser as of the Effective Date, in each case, within the Restricted Area; for clarity Competing Business does not include (i) the ongoing Business of the Parent and its Affiliates within the Permitted Area or (ii) ongoing billing and collections by the Sellers, Parent and their respective Affiliates of accounts receivable of the Sellers, Parent or their respective Affiliates related to the Business;

(b)            engage in, render services for (alone or in association with any Person), give advice or otherwise assist any Person engaged in or has specific plans to engage in, any Competing Business in the Restricted Area;

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(c)            lend credit, money or reputation for the purpose of establishing or operating any Competing Business in the Restricted Area; or

(d)            organize or take preparatory steps for the organization of or participate in the ownership, management, operation or control of any Person that is engaged in or has specific plans to engage in any Competing Business in the Restricted Area.

The foregoing covenants are intended to restrict Sellers and Parent and their respective Affiliates from competing in any manner with Purchaser or any of its Affiliates in any business similar to the Business or any portion thereof in the activities that have heretofore been carried on in connection with the Business or any portion thereof in each case within the Restricted Area. The parties hereto hereby agree that the prohibitions set forth in this Section 2 shall be liberally interpreted so as to carry out the intents and purposes of this Agreement.

If, at any time during the Term, Sellers or Parent are not in compliance with the terms of this Section 2, Purchaser shall be entitled to, among other remedies, require compliance by such Person with the terms of this Section 2 for an additional period equal to the period of such noncompliance. As used in this Agreement, the term “***Term***” shall also include such additional period of noncompliance. Sellers and Parent hereby acknowledge that the geographic boundaries, scope of prohibited activities and the time duration of the provisions of this Section 2 are reasonable and are not broader than are necessary to maintain the goodwill associated with the Business and to protect other legitimate business interests of Purchaser and its Affiliates.

As used in this Agreement, the term “***Restricted Area***” shall mean any geographic market in which Sellers conduct the Business as of the Effective Date or have conducted the Business during the twelve (12) months immediately preceding the Effective Date but not including the Permitted Area. As used in this Agreement, the term “***Permitted Area***” shall mean the geographic markets in the States of Arizona and Montana

3.            **Non-Solicitation.** Sellers and Parent further agree that during the Term, without the prior written consent of the Board of Managers, none of Sellers, Parent nor any of their respective Affiliates shall, directly or indirectly, through any Person owned or controlled by such Person, or as a stockholder or holder of any equity security (except for an equity interest in a public company that does not exceed two percent (2%) of its total outstanding voting stock), partner or in any other capacity whatsoever:

(a)            solicit the business of any patients, providers, clients, customers, suppliers, vendors or other business relations of Purchaser or any Affiliate thereof for itself or on behalf of any Competing Business in the Restricted Area;

(b)            induce, influence or attempt to induce or influence any employee or contractor of Purchaser or any Affiliate thereof to terminate or reduce his or her employment, agency or contractor relationship with Purchaser or such Affiliate, or in any way interfere with the relationship between Purchaser or any Affiliate thereof and any employee or contractor thereof;

(c)            hire or engage any individual who was an employee or contractor of Purchaser or any Affiliate thereof at any time during the Term (other than employees and/or contractors who have been separated from employment or engagement with Purchaser or any Affiliate thereof for at least twelve (12) months); or

(d)            induce, influence or attempt to induce or influence any patients, providers, clients, customers, suppliers, vendors or other business relations of Purchaser or any Affiliate thereof to cease doing business with Purchaser or such Affiliate, or in any way interfere with the relationship between any such patient, provider, client, customer, supplier, vendor or other business relation and Purchaser or any Affiliate thereof.

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4.            **Non-Disparagement.** Sellers and Parent agree not to make any negative or disparaging statements or remarks concerning Purchaser or any of its Affiliates to any third person which might reasonably result in the public disclosure of such negative or disparaging statements or remarks in the form of newspaper or magazine articles, television or radio broadcasts, book publications, speeches, addresses or seminars. Sellers and Parent acknowledge and agree that the foregoing provision applies to posting information on the Internet and/or social media outlets. This provision shall be construed as broadly as state and/or federal law permit, but no more broadly than permitted by applicable state and/or federal law.

5.            **Enforcement of Covenants.**

(a)            Sellers and Parent acknowledge that a violation or attempted violation, on the part of Sellers, Parent or any of their respective Affiliates, of any covenant contained in Sections 2, 3 and 4 will cause such damage to Purchaser as will be irreparable and that the remedy at law will be inadequate. Accordingly, Sellers and Parent agree that Purchaser shall be entitled as a matter of right to an injunction, without posting of a bond or any other security, from any court of competent jurisdiction, restraining any further violation of such agreements by Sellers, Parent or any of their respective Affiliates. Any exercise by Purchaser of its rights pursuant to this Section 5 shall be cumulative and in addition to any other remedies to which Purchaser may be entitled at law or in equity.

(b)            Sellers and Parent acknowledge (i) the sufficiency of the consideration received by Sellers or Parent for purposes of such Person’s covenants hereunder, (ii) that Sellers and Parent have consulted with independent legal counsel regarding such Person’s rights and obligations under this Agreement, (iii) that such Person fully understands the terms and conditions contained herein, (iv) that the covenants and agreements contained in this Agreement are reasonable and necessary for the protection of Purchaser and the Business and (v) that Sellers’ and Parent’s agreement to enter into this Agreement was a material inducement to Purchaser’s entering into the Purchase Agreement.

6.            **Reformation of Covenants.** Purchaser, Sellers and Parent agree and stipulate that the agreements and covenants contained in Sections 2, 3 and 4 are fair and reasonable in light of all of the facts and circumstances of the relationship among Purchaser, Sellers and Parent. However, the parties 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 Sections 2, 3 and 4, Purchaser, Sellers and Parent agree that in the event a court should decline to enforce the provisions of Sections 2, 3 and/or 4, that such Section(s) shall be deemed to be modified or reformed to restrict Person’s competition with Purchaser or its Affiliates to the maximum extent, as to time, geography and business scope, which the court shall find enforceable.

7.            **Representations and Warranties.** As a material inducement to Purchaser to enter into this Agreement and to consummate the transactions contemplated by the Purchase Agreement, Sellers and Parent hereby represent and warrant to Purchaser as follows:

(a)            None of Sellers, Parent nor any of their respective Affiliates are currently engaged in any business competitive with the Business or any portion thereof in the Restricted Area; and

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(b)            No child, grandchild (whether through marriage, adoption or otherwise), sibling (whether through adoption or otherwise), parent or spouse of any Affiliates of Sellers or Parent has any plans or intention to engage in any business competitive with the Business or Purchaser, or any portion thereof in the Restricted Area, or otherwise compete with Purchaser in the Restricted Area.

The representations and warranties set forth in this Section 7 shall survive the closing of the transactions contemplated by the Purchase Agreement indefinitely.

8.            **Indemnification.** From and after the date hereof, Sellers and Parent shall jointly and severally indemnify, defend and hold Purchaser and its Affiliates, employees, officers, managers, members, partners, representatives and agents (collectively, the “***Purchaser Indemnified Parties***”) harmless against and pay on behalf of or reimburse Purchaser Indemnified Parties as and when incurred for any and all claims, losses, damages, costs and expenses (including reasonable attorneys’ fees) that may be incurred by, imposed upon or asserted by or against Purchaser Indemnified Parties resulting from, arising out of or relating to any facts or circumstances which constitute a breach by Sellers or Parent of any covenant or provision of this Agreement.

9.            **Invalid Provisions.** If any provision hereof (other than Sections 2, 3 and 4) is held to be illegal, invalid or unenforceable under present or future laws effective during the Term hereof, such provisions shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part hereof a provision as similar in the terms, but in any event no more restrictive, than such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.            **Waiver; Consent.** This Agreement may not be changed, amended, terminated or modified, in whole or in part, except by a writing executed by the parties hereto, and no waiver of any of the provisions or conditions of this Agreement or any of the rights of a party hereto shall be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given or consented thereto. Except to the extent that a party hereto may have otherwise agreed in writing, no waiver by that party of any condition of this Agreement or breach by the other party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other party, nor shall any forbearance by the first party to seek a remedy for any noncompliance or breach by the other party be deemed to be a waiver by the first party of its rights and remedies with respect to such noncompliance or breach.

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11.            **Notices.**

(a)            Manner of Notice. All notices, requests and other communications under this Agreement shall be in writing (including in portable document format (or similar format) delivered by email transmission) and shall be deemed to have been duly given if delivered personally, or sent by either certified or registered mail, return receipt requested, postage prepaid, or by overnight courier guaranteeing next day delivery, or by email transmission, addressed as follows:

If to Purchaser:

Allbrains Services, LLC

Wacko, Texas 75001

Attn: AB

E-mail:

with a copy (which shall not constitute notice) to:

Harleqion, P.C.

Dallas, Texas 75202

Attention: CD

E-mail:

or at such other address or email address as Purchaser may have advised Seller or Parent in writing.

If to Sellers or Parent:

Braino Holdings Corp.

Denver, Colorado 800000

Attention: Jerry Larson, Chief Executive Officer

Email:

with a copy (which shall not constitute notice) to:

Makebucks LLP

Denver, CO 80000

Attention: Fritz Blitz

Telephone:

E-mail:

or at such other address or email address as Sellers or Parent may have advised Purchaser in writing.

(b)            Deemed Delivery. All such notices, requests and other communications shall be deemed to have been received (i) on the date of delivery thereof, if delivered by hand, (ii) on the fifth day after the mailing thereof, if mailed, (iii) on the next business day after the sending thereof, if sent by overnight courier, (iv) on the day of sending, if sent by email transmission prior to 5:00 p.m. on any business day, or (v) on the next business day, if sent by email transmission after 5:00 p.m. on any business day or on any day other than a business day.

12.            **Governing Law.** THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS.

13.            **Jurisdiction and Venue.** Any judicial proceeding brought by or against any of the parties to this Agreement on any dispute arising out of this Agreement (collectively, an “***Action***”) shall be brought in the state or federal courts of Dallas County, Texas, and by execution and delivery of this Agreement, each of the parties hereto accepts individually the exclusive jurisdiction and venue of the aforesaid courts. Each party hereto hereby waives, and agrees to cause each of its Affiliates to waive, and covenants that neither it nor any of its Affiliates will assert (whether as plaintiff, defendant or otherwise) any right to trial by jury in any forum in respect of any Action. The court or other Person having jurisdiction in any Action shall award to the party in whose favor judgment is entered reasonable attorneys’ fees and costs.

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14.            **Binding Effect; Assignment.** This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon Purchaser, Sellers, Parent and each of their respective legal representatives, heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be transferred or assigned (by operation of law or otherwise) by any of the parties hereto without the prior written consent of the other parties hereto; *provided, however*, that Purchaser shall be permitted to assign its rights hereunder to (a) lenders providing financing for the transactions contemplated by the Purchase Agreement for collateral security purposes and (b) any of its Affiliates and to any buyer of all or substantially all of its assets, so long as Purchaser remains liable for such Affiliate’s or buyer’s obligations hereunder. Any transfer or assignment of any of the rights, interests or obligations hereunder in violation of the terms hereof shall be void and of no force or effect.

15.            **Defined Terms.**

(a)            As used in this Agreement, the term “***Affiliate***” shall mean with respect to any Person, (i) any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the first Person; (ii) any entity of which the Person owns ten percent (10%) or more of the outstanding voting securities; (iii) any other Person who owns ten percent (10%) or more of the outstanding voting securities of the first Person; (iv) any entity of which the Person is an officer, director, manager, general partner or trustee, or serves in a similar capacity; (v) any other Person who is an officer, director, manager, general partner or trustee, or serves in a similar capacity, of the first Person; or (vi) any child, grandchild (whether through marriage, adoption or otherwise), sibling (whether through adoption or otherwise), parent, or spouse of the Person.

(b)            As used in this Agreement, the term “***Person***” shall mean any corporation, partnership, joint venture, trust, sole proprietorship, individual or entity.

(c)            As used in this Agreement, the words “***herein***,” “***hereby***,” “***hereof***” and “***hereunder***” and other words of similar import refer to this Agreement as a whole and not to any particular section, subsection or other subdivision.

16.            **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed, shall be deemed to be an original and all of which together will be deemed to be one and the same instrument binding upon all of the parties to this Agreement. A signed copy of this Agreement delivered by facsimile, e-mail in portable document format (.pdf) or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

17.            **Entirety.** This Agreement may be executed in any number of counterparts, each of which when executed, shall be deemed to be an original and all of which together will be deemed to be one and the same instrument binding upon all of the parties to this Agreement. A signed copy of this Agreement delivered by facsimile, e-mail in portable document format (.pdf) or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Signature Page Follows]*

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first above written.

PURCHASER:

ALLBRAINS SERVICES, LLC, a Texas limited liability company

By:

Name:

Title:

SELLERS:

BRAINO NEUROMONITORING, LLC, a Colorado limited liability company

By:

Name:

Title:

BRAINO NETWORKS, LLC, a Colorado limited liability company

By:

Name:

Title:

BRAINO NETWORKS TEXAS HOLDINGS, LLC, a Texas limited liability company

By:

Name:

Title:

BRAINO NETWORKS TEXAS HOLDINGS II, LLC, a Colorado limited liability company

By:

Name:

Title:

Signature Page to Noncompetition Agreement

Braino Neuromonitoring

PARENT:

BRAINO HOLDINGS CORP., a Nevada corporation

By:

Name:

Title:

Signature Page to Noncompetition Agreement

Braino Neuromonitoring