**CONFI#1**

**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:

**CONFI#2**-

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

|  |  |  |
| --- | --- | --- |
|  | a. | engage in any Competitive Activities; |

|  |  |  |
| --- | --- | --- |
|  | 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; |

|  |  |  |
| --- | --- | --- |
|  | 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 |

|  |  |  |
| --- | --- | --- |
|  | 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 |

**CONFI#3**

Mutual Confidentiality Agreement

1 February 2023

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This Mutual Confidentiality Agreement (the “Agreement”) is entered into on February 1, 2023 between

Imro A/S

Company registration no. 3228765389

Johanson A 17

2300 København S

Denmark

(“Imro ”)

and

Pingo Inc.

Company registration no. 89765

22, Boulevard Bonne Chance

MC 98000 Monaco

(“Pingo ”)

(Imro and Pingo are individually referred to as a “Party” and collectively referred to as the “Parties”).

Whereas the Parties have initiated discussions regarding a potential transaction which may include a business combination (the “Potential Transaction”). In connection with the Parties' evaluation of the Potential Transaction, each Party envisages disclosing to the other Party and its Representatives (as defined below) and/or Affiliates (as defined below) Information (as defined below) on the terms and conditions laid down in this Agreement.

1 Definitions

1.1 In addition to the terms defined above, the following terms shall have the following meaning in this Agreement:

1.2 “Affiliates” means, with respect (a) to Pingo , Sting Commercial Management S.A.M., Sting Ship Management S.A.M., Sting UK Limited, and Sting USA LLC and (b) with respect to any person, any other person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such person. For purposes of this definition, a person shall be deemed to control another person if it, directly or indirectly, owns or controls more than fifty (50) per cent of the voting rights of such person.

1.3 “Disclosing Party” means a Party disclosing Information to the Receiving Party or a Party with respect of whom Information has been obtained by the Receiving Party.

1.4 “Information” means

(a) any information relating directly or indirectly to the Potential Transaction or the Parties and their respective business, including the existence and the terms and conditions of this Agreement, the identity of the Parties, disclosed in any communication between the Parties or its Representatives between January 13, 2023 and the date hereof and on or after the date of this Agreement, to the Receiving Party or any of its Representatives by or on behalf of the Disclosing Party or any of its Representatives, whether disclosed in writing, orally, electronic or otherwise, including for the avoidance of doubt any information acquired by disclosure of Information to the Receiving Party or its Representatives at the offices or other premises of the Disclosing Party, its Representatives; and

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(b) any reports, analysis, compilations, studies, notes, or other documents, in whatever format, whether prepared by or on behalf of the Receiving Party or its Representatives or otherwise, which contain, in whole or in part, or otherwise reflects or is derived from, any information described in Clause 1.4(a) above,

but shall not include such information (i) that is or becomes generally and freely available to the public other than as a consequence of a breach of the obligations under this Agreement by the Receiving Party or its Representatives; (ii) which the Receiving Party can demonstrate by its written records was properly and lawfully in the possession of the Receiving Party or its Representatives at the time the Information was disclosed provided that such Information was not subject to any obligation towards the Disclosing Party of confidence, secrecy or non-use; (iii) was disclosed by a third party to the Receiving Party or its Representatives who was legally allowed to use or disclose such Information; or (iv) was independently developed by the Receiving Party or its Representatives without use of or reference to such information.

1.5 “Purpose” means the evaluation by the Receiving Party of the Potential Transaction and good faith discussions and negotiations with the Disclosing Party with a view to entering into the Potential Transaction and not in any way that would be detrimental to the Disclosing Party.

1.6 “Representatives” means the relevant Party’s Affiliates and its and their respective directors, officers, managers, employees, consultants, attorneys, accountants, investment bankers, other professional advisers, and lenders and, with the Disclosing Party’s prior written consent, such consent not to be unreasonably withheld or delayed, such Party’s shareholders (provided, that only such shareholders of a Party who actually receive, or receive access to, Information shall be deemed a Party’s Representative hereunder).

1.7 “Receiving Party” means a Party receiving Information from the Disclosing Party or a Party otherwise obtaining Information relating to the Disclosing Party.

2 Use of Information

2.1 The Receiving Party undertakes:

(a) to use the Information solely for the Purpose and only to the extent required for the Purpose;

(b) at all times to keep the Information confidential and not to disclose it, or allow or cause it to be disclosed (whether in writing or orally or in any other manner) to anyone except as expressly permitted in this Agreement;

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(c) to treat and keep the Information in a confidential manner and at least in accordance with the same level of confidentiality and standards of care as the Receiving Party treats confidential information related to itself; and

(d) that without the prior written consent of the Disclosing Party, neither the Receiving Party nor any of its Representatives will disclose to any person or entity the fact that the Receiving Party or its Representatives have been furnished with Information, that discussion or negotiations are taking place concerning the Potential Transaction or the status thereof, or any of the terms, conditions or other facts with respect to the Potential Transaction.

2.2 The Receiving Party shall ensure that disclosure of any part of the Information is restricted to:

(a) those of its Representatives who strictly need to receive and consider the Information for the Purpose; and

(b) any disclosure required by applicable law, rules or regulations, stock exchange regulation, a competent regulatory authority or by order of a court of competent jurisdiction provided, however, that (i) the requirement to make such disclosure does not arise from the Receiving Party’s breach of the terms of this Agreement, or as a result of the Receiving Party’s unilateral actions, (ii) any such disclosure shall be limited to that portion of the Information which the Receiving Party’s legal counsel advises is required to be disclosed, (iii) the Receiving Party shall use its reasonable best efforts to obtain an order or other reasonable assurance that confidential treatment shall be accorded to such Information, and (iv) to the extent permitted under applicable laws, rules and regulations, the Receiving Party shall first notify the Disclosing Party, comply with the Disclosing Party’s reasonable requests as to the manner and terms of such disclosure and cooperate with the Disclosing Party’s reasonable efforts to seek an appropriate protective order or other remedy.

2.3 The Receiving Party acknowledges that the Disclosing Party reserves all rights in and to the Information (other than information set out in section 1.4(b) of this Agreement) and no rights are granted other than those expressly granted herein.

2.4 The Receiving Party acknowledges that the Information relating to the Disclosing Party may constitute inside information from time to time under the EU Market Abuse Regulation or any other applicable inside information laws, rules or regulations, as the case may be, and be subject to statutory non-disclosure and insider trading restrictions, and that any violation thereof is considered a criminal offence. The Receiving Party shall ensure that its Representatives are aware of these restrictions and obligations.

2.5 The Receiving Party acknowledges that under the EU Market Abuse Regulation the Receiving Party has an obligation to draw up a list of all its Representatives who have access to inside information and keep it up to date in accordance with applicable law.

2.6 The Receiving Party acknowledges that the responsibility for assessing whether any Information constitutes inside information under the EU Market Abuse Regulation shall rest solely with the Receiving Party.

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3 Competitively sensitive information

3.1 The Parties shall under no circumstance share competitively sensitive information, except as specifically set out below in Clause 3.2.

3.2 Competitively sensitive information as defined by each Party independently shall only be shared in accordance with applicable regulation and by way of clean team due diligence procedures to be separately agreed between the Parties.

4 Return of Information

4.1 In the event discussions relating to the Potential Transaction are terminated, and in any event upon written request of the Disclosing Party, the Receiving Party shall (and shall procure that its Representatives shall) promptly and in any case within seven (7) calendar days of such request at the option of the Disclosing Party destroy or return to the Disclosing Party all Information received by or on behalf of the Receiving Party and destroy all notes; memoranda or other material prepared by the Receiving Party or any of its Representatives based on the Information.

4.2 Clause 4.1 shall not apply to the extent the Receiving Party or its Representatives to whom Information has been disclosed as permitted hereunder is required to retain such Information by any applicable mandatory law, rule or regulation or general internal compliance procedures applicable to professional advisers, or by any competent judicial, governmental, supervisory or other regulatory body, in which case the Information shall be kept confidential in accordance with the principles and subject to the restrictions set out herein.

4.3 Upon request, the Receiving Party shall no later than seven (7) calendar days from such request provide the Disclosing Party with a certificate signed by one of its duly authorised officers confirming its own and its Representatives’ compliance with this Clause 4.

5 Non-solicitation

5.1 Unless separately agreed between the Parties, each Party confirms and undertakes that neither such Party nor any of its Representatives shall (i) contact any employees (except the CEO of both Parties), board members (except the Chairman and members of the transaction committees of both Parties), officers, or shareholders of the other Party in relation to the Potential Transaction or (ii) contact or seek information regarding the other Party or the Potential Transaction from, or discuss such information with any of the other Party’s customers, suppliers, other commercial counterparties or competitors in relation to the Potential Transaction.

5.2 For a period of six (6) months after the execution of this Agreement, neither Party nor their respective Affiliates who have received, or received access to, Information shall directly or indirectly solicit for employment or employ (A) any person who is a manager, director, or other senior level employee of the other Party or its Affiliates or (B) and other employee of the other Party or its controlled Affiliates (i) with whom the hiring Party had contact in connection with the Potential Transaction, or (ii) in respect of whom the hiring Party received non-public information specific to such individual (and not to include, for the avoidance of doubt, information relating to groups of managers, directors and/or employees) as part of the Information; provided, however, that nothing herein will restrict or prohibit the solicitation or employment of any such person (i) resulting from generalized searches for employees through the use of bonafide public advertisements in the media or any recruitment efforts conducted by any recruitment agency, in each case that are not targeted specifically at employees of the Disclosing Party or (ii) six (6) months after the cessation of such person’s employment with the Disclosing Party without any solicitation or encouragement by the Receiving Party or any of its Affiliates, directly or indirectly, in relation to such cessation of employment.

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6 Compliance by Representatives

6.1 Each Party shall ensure that its Representatives comply with the confidentiality undertakings, restrictions on use of Information and other terms of this Agreement and each Party acknowledges and agrees that it shall be responsible for any act or failure to act by any of its Representatives that would constitute a breach of the terms of this Agreement if the relevant Representative or Affiliate were a Receiving Party hereunder. Each Party shall inform its Representatives of the confidential nature of the Information and ensure that such Representatives, before obtaining access to any Information, are bound by duties of confidentiality at least as restrictive as those contained in this Agreement.

7 Breach and liability

7.1 A Receiving Party shall indemnify and hold harmless the Disclosing Party in full for any damages, which may be caused by the disclosure of the Information of such Receiving Party or its Representatives due to a breach of the terms and conditions of this Agreement.

7.2 No Party shall be liable for any consequential or indirect damages.

7.3 A Disclosing Party seeking indemnification hereunder shall provide proof of the unwarranted disclosure and the extent of any damage suffered.

7.4 Each Party acknowledges and accepts that it will be responsible for any breach of any of the terms of this Agreement by any of its Representatives.

7.5 Each Party agrees that money damages would not be a sufficient remedy for any breach of the terms of this Agreement by the other Party, and that, in addition to all other remedies it may be entitled to, each Party shall be entitled to seek specific performance, injunctive, and other equitable relief as a remedy for any such breach (in each case, without the requirement of posting a bond or other security or proving damages). Each Party agrees that it shall not, and shall cause its Representatives not to, oppose the granting of such relief on the basis that the other Party has an adequate remedy at law.

8 Disclaimer

8.1 The Receiving Party acknowledges and agrees that the Information is provided “as is” and without any representation or warranty, express or implied, of any kind, including, without limitation, as to the accuracy or completeness of any of the Information. Neither the Disclosing Party nor any of its Representatives shall be responsible or liable for any damages arising out of the Receiving Party’s or its Representative’s or Affiliate’s use of, reliance upon or interpretation of any of the Information, except as may be provided for in a definitive agreement concerning the Potential Transaction.

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8.2 The Receiving Party acknowledges that by furnishing the Information, neither the Disclosing Party nor any of its Representatives undertake any obligation to provide the Receiving Party with access to any additional Information or to update the Information provided or to correct any inaccuracies therein, which may become apparent.

9 Exclusivity

9.1 As part of the Parties continued discussions, the Parties agree that from the date of this Agreement and until the earlier of (i) a ninety (90) day period following the date of this Agreement or (ii) the date that the Parties have agreed not to pursue the Potential Transaction, each Party undertakes to (a) negotiate exclusively with each other in relation to the Potential Transaction and will not, unless otherwise mutually agreed, enter into any negotiations or actively pursue a potentially competing process involving any of the Parties, and (b) direct and use commercially reasonable efforts to cause its shareholders holding more than 17.5% of the Party’s shares or voting rights and its Affiliates not to,directly or indirectly, initiate; solicit or knowingly encourage (including by way of furnishing information) any inquiries, proposals or offers from any third party relating to an acquisition of any such Party or a potential business combination. The Parties agree to promptly notify the other Party in case any competing offers are received.

10 Duration

10.1 This Agreement shall remain in force as long as the Parties have a need for exchanging Information in respect of the Potential Transaction and shall expire on the earlier of the following:

(i) Three (3) years from the date of this Agreement; or

(ii) The effective date of the Potential Transaction.

10.2 Notwithstanding Clause 10.1, the Receiving Party and its Representatives shall continue to be bound by the terms of this Agreement for as long as information disclosed pursuant to this Agreement qualify as Information within the meaning set out herein.

11 Notification

11.1 Upon the occurrence of a breach of this Agreement by either Party or any of its Representatives (the “Breaching Party”), the Breaching Party shall promptly notify the other Party thereof in writing after becoming aware of any such breach.

12 General provisions and costs

12.1 No change of or modifications to this Agreement shall be valid unless in writing and signed by the Parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person against whom it is sought to be enforced. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement, or understanding set forth in this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement, or understanding at a future time.

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12.2 The obligations set forth hereunder shall not be assigned in whole or in part by either Party.

12.3 Each Party shall be responsible for its own costs incurred by itself and/or its Representatives.

12.4 This Agreement constitutes the entire agreement between the Parties concerning the confidentiality of the Information and supersedes all prior representations, discussions, and agreements, whether oral or written, between the Parties relating to the Information.

13 Governing law and disputes

13.1 This Agreement shall be governed by, and shall be construed in accordance with, the laws of England and Wales.

13.2 Any disputes arising out of, or in connection with, this Agreement shall be finally settled by arbitration in accordance with the Rules then in effect of the International Chamber of Commerce (the “Rules”) which are deemed to be incorporated by reference to this Clause 13. The place of the arbitration shall be London and the language of the arbitration shall be English. The arbitration tribunal shall be composed of three (3) arbitrators. Each Party shall appoint one (1) arbitrator, and the third arbitrator shall be appointed in accordance with the Rules.

13.3 This Clause 13 shall not restrict any Party from seeking injunctive relief before the ordinary courts in any given jurisdiction

[SIGNATURE PAGE TO FOLLOW]

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Page:

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Date: 1st FEBRUARY 2023

For Imro A/S:

/s/ Fiete Jepsen /s/ Oscar Pedersen

Name: Fiete Jepsen Name: Oscar Pedersen

Title: CEO Title: CFO

Date:

For Pingo Inc.

/s/ Gianna Sansone

Name: Gianna Sansone

Title: CHAIRMAN OF THE BOARD AND CEO

[Signature Page – Mutual Confidentiality Agreement]

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**CONFI#4**

**EXHIBIT 10.1**

**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (this “Agreement”), is entered into on this 11th day of March, 2013, between Benson Corporation, a Minnesota corporation (the “Company”), and Hillary F. Clifton , an individual resident of the State of Pennsylvania (the “Shareholder”).

**RECITALS**

WHEREAS, the common stock of the Company, par value $0.10 per share (the “Common Stock”), is the only authorized and issued voting security of the Company;

WHEREAS, the Common Stock is traded in the Nasdaq Capital Market under the ticker symbol BNSN;

WHEREAS, the Shareholder is the Company’s largest shareholder and is an “affiliate” as such term is defined under the Exchange Act;

WHEREAS, the Shareholder has requested that the Company disclose material, nonpublic information regarding the Company and its Common Stock to the Shareholder; and

WHEREAS, the Company is willing to disclose to the Shareholder certain material, nonpublic information regarding the Company or its Common Stock subject to and in accordance with the terms and conditions set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in view of the foregoing, the Parties agree as follows:

1.             Certain Definitions.  As used herein:

(a)           “Confidential Information” means any information regarding the Company or its Common Stock, whether in written, electronic or oral form, including data, reports, interpretations, forecasts, records, statements, documents and information of any kind concerning the Company or any of its subsidiaries which the Company or any of its Representatives provides to the Shareholder; provided, however, that “Confidential Information” shall not include information that (i) has become available to the public other than as a result of a disclosure by the Shareholder or any of its Representatives, (ii) was available to the Shareholder or any of its Representatives on a non-confidential basis prior to its disclosure to the Shareholder by the Company or any of its Representatives, (iii) has become available to the Shareholder or any of its Representatives on a non-confidential basis from a source other than the Company or any of its Representatives, provided that such source is not bound by law or a confidentiality agreement in respect of such information with the Company or such Representative or otherwise prohibited from transmitting such information to the Shareholder or such Representative by a contractual, legal or fiduciary obligation, or (iv) has been independently developed or acquired by the Shareholder or any of its Representatives without violating any of its obligations under this Agreement.

(b)           The term “person” shall mean an individual, corporation, partnership, limited liability company, association, trust, governmental entity, any other organization or entity or any group including any of the foregoing, and the terms “group” and “affiliate” shall have the meanings provided under the Exchange Act.

(c)           “Exchange Act” means the Securities Exchange Act of 1934.

(d)           “Parties” means the Company and the Shareholder and “Party” means either of them.

(e)           “Representative” means, in relation to any Party, such Party’s affiliates and such Party’s and its affiliates’ respective directors, officers, employees, agents or representatives, including, without limitation, financial advisors, attorneys or accountants of such person.

2.             Disclosure of Confidential Information to the Shareholder.

(a)           In light of the Shareholder’s status as the Company’s largest shareholder and as an affiliate of the Company, the Company may, in its sole discretion, disclose certain Confidential Information to the Shareholder which is initially expected to include the Company’s 2013 strategic plan and budget, a current status report on certain ongoing projects as of the date of this Agreement, and monthly financial information in the form provided to the Company’s non-employee directors together with a brief narrative on such financial information from the Company’s Chief Executive Officer; provided however, that: (i) the Shareholder shall protect and maintain the confidentiality of any Confidential Information and shall not in any manner, directly or indirectly, disclose, in whole or in part, any Confidential Information to any person (including to the Shareholder’s Representatives), (ii) the Shareholder shall not in any manner, directly or indirectly, use any Confidential Information for any purpose other than analyzing the Shareholder’s investment in the Company, (iii) the Shareholder shall not, directly or indirectly, contact or have communications with any person at the Company regarding any Confidential Information other than the Company’s Chief Executive Officer (currently Rob Kersh) or the Company’s Chief Financial Officer (currently Joann Fielders), (iv) the Shareholder shall be subject to, and shall abide by, both the Company’s General Policy on Securities Trading by Company Employees, Agents and Advisors and the Company’s Supplemental Policy on Securities Trading by Officers, Directors and Other Access Personnel (including by refraining from trading in the Company’s Common Stock during all restricted trading periods described in such Supplemental Policy), copies of which have been provided to the Shareholder, and (v) the Shareholder shall take all steps necessary to comply with International Traffic in Arms Regulations with respect to the Confidential Information.

(b)           The Shareholder acknowledges and agrees that (i) if the Company or any of its Representatives discloses to the Shareholder any Confidential Information about the Company or its Common Stock, that such disclosure is being made pursuant to this Agreement and in accordance with the confidentiality agreement exclusion in Rule 100(b)(2)(ii) of Regulation FD promulgated under the Exchange Act, (ii) the Shareholder is otherwise aware of the requirements of Regulation FD, and (iii) the Shareholder is aware that the United States securities laws

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prohibit any person who has material, nonpublic information about a company from purchasing or selling securities of such company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

3.             Exceptions to the Shareholder’s Confidentiality Obligations.

(a)           In the event that the Shareholder is required by law, regulation or other legal process or is requested (by oral questions, interrogatories, requests for information or documents, subpoena, court order, civil investigative demand or other process) to disclose any Confidential Information, which disclosure is not otherwise permitted hereunder, the Shareholder shall provide the Company with prompt written notice of any such request or requirement (if legally permitted) so that the Company may seek an appropriate protective order or waive compliance with the provisions of this Agreement.  If, failing the entry of a protective order or the receipt of a waiver hereunder, the Shareholder is, after consultation with legal counsel for the Shareholder, required or compelled to disclose Confidential Information pursuant to such request, the Shareholder may disclose that portion of the Confidential Information which such counsel has advised that the Shareholder is required or compelled to disclose as aforesaid.  In any event, the Shareholder will not oppose action by, and will cooperate with, the Company, at the Company’s expense, in its efforts to obtain an appropriate protective order or other assurance that confidential treatment will be accorded the Confidential Information.  All references to the Shareholder in this paragraph shall be deemed to include the Shareholder’s Representatives.

(b)           If at any time, in the opinion of legal counsel for the Shareholder, the Shareholder is required by law, regulation or other legal process or stock exchange or stock market rules to disclose Confidential Information in a context that is not covered by the immediately preceding Section 3(a), the Shareholder may disclose that portion of the Confidential Information that such counsel has advised that the Shareholder is required to disclose, provided that the Shareholder gives the Company prompt written notice of such disclosure (if legally permitted).

4.             No Representations or Warranties.  The Shareholder acknowledges and agrees that, except as expressly set forth in any definitive, written documentation, neither the Company nor any of its Representatives makes any representation or warranty as to the accuracy or completeness of any Confidential Information and that neither the Company nor its Representatives shall have any liability to the Shareholder or any of its Representatives resulting from the use of the Confidential Information by the Shareholder.

5.             Equitable Remedies.  The Shareholder agrees that money damages would not be a sufficient remedy for any breach of this Agreement by it or any of its Representatives and that the Company shall be entitled to specific performance and injunctive or other equitable relief as remedies for any such breach.  Such remedies shall not be deemed to be the exclusive remedies but shall be in addition to all other remedies available at law or in equity to the Company.

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6.             Governing Law.  This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without giving effect to its conflicts of laws principles or rules.

7.             Term; Survivability; Disclosure of Agreement.  Notwithstanding anything to the contrary in this Agreement, the Company is not obligated to furnish the Shareholder with any Confidential Information and the Company may terminate the Shareholder’s access to any Confidential Information at any time in its sole discretion.  This Agreement may be terminated by either Party for any or no reason upon written notice to the other Party and shall terminate immediately upon the breach of this Agreement by either Party; provided, however, that the Shareholder’s confidentiality obligations under this Agreement shall remain effective and survive the termination of this Agreement with respect to any Confidential Information furnished by the Company during the term of this Agreement.  This Agreement may be disclosed by either Party in a filing with the Securities and Exchange Commission if required by applicable law or regulation.

8.             Miscellaneous.  This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof.  This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.  This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and permitted assigns.  This Agreement is solely for the benefit of the Parties and may not be enforced by any third party.  If any of the provisions of this Agreement is not enforceable in whole or in part, the remaining provisions of this Agreement shall not be affected thereby.  No failure or delay in exercising any other right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.  This Agreement may only be amended by the mutual written agreement of the Parties.

*[signature page follows]*

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

|  |  |  |
| --- | --- | --- |
|  | **COMPANY:** | |
|  |  | |
|  | **BENSON CORPORATION** | |
|  |  | |
|  |  | |
|  | /s/ Rob C Kersh | |
|  | By: | Rob Kersh |
|  | Title: | CEO |
|  |  | |
|  | **SHAREHOLDER:** | |
|  |  | |
|  |  | |
|  | /s/ Hillary F. Clifton | |
|  | Hillary F. Clifton | |

*[Signature page to Confidentiality Agreement]*

**CONFI#5**

**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.

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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

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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

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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.

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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:**

|  |  |
| --- | --- |
|  |  |
| By: | /s/ Marla C. Berg |

|  |  |
| --- | --- |
|  |  |
| Name: | Marla Berg |

|  |  |
| --- | --- |
|  |  |
| Address: | xxxxxxxx |

xxx, xx        xxxxx

|  |  |
| --- | --- |
|  |  |
| 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

**CONFI#6**

**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**

xxxxx

**CONFI#7**

**ARBITECH, INC.**

**AT WILL EMPLOYMENT, CONFIDENTIAL INFORMATION, INVENTION ASSIGNMENT,**

**AND ARBITRATION AGREEMENT**

As a condition of my employment with Arbitech, Inc., its subsidiaries, affiliates, successors or assigns (together the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following:

1. *At-Will Employment*.

I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR AN UNSPECIFIED DURATION AND CONSTITUTES "AT-WILL" EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS OBTAINED IN WRITING AND SIGNED BY THE PRESIDENT OF THE COMPANY. I ACKNOWLEDGE THAT THIS EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT THE OPTION EITHER OF THE COMPANY OR MYSELF, WITH OR WITHOUT NOTICE.

1. *Confidential Information*.
   1. *Company Information*. I agree at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the Board of Directors of the Company, any Confidential Information of the Company, except under a non- disclosure agreement duly authorized and executed by the Company. I understand that "Confidential Information" means any non-public information that relates to the actual or anticipated business or research and development of the Company, technical data, trade secrets or know-how, including, but not limited to, research, product plans or other information regarding Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the term of my employment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information. I further understand that Confidential Information does not include any of the foregoing items which have become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof.
   2. *Former Employer Information*. I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.
   3. *Third Party Information*. I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary 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. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.
2. *Inventions*.
   1. *Inventions Retained and Licensed*. I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "Prior Inventions"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process or service a Prior Invention owned by me or in which I have an interest, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or service, and to practice any method related thereto.
   2. *Assignment of Inventions*. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "Inventions"), except as provided in **Section 3.F** below. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectible by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any invention developed by me solely or jointly with others is within the Company's sole discretion and for the Company's sole benefit and that no royalty will be due to me as a result of the Company's efforts to commercialize or market any such invention.
   3. *Inventions Assigned to the United States*. I agree to assign to the United States government all my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.
   4. *Maintenance of Records*. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, and

any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

* 1. *Patent and Copyright Registrations*. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.
  2. *Exception to Assignments*. I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any invention which qualifies fully under the provisions of California Labor Code Section 2870 (attached hereto as Exhibit B). I will advise the Company promptly in writing of any inventions that I believe meet the criteria in California Labor Code Section 2870 and not otherwise disclosed on Exhibit A.

1. *Conflicting Employment*.

I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation or consulting directly related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company.

1. *Returning Company Documents*. I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns, including, without limitation, those records maintained pursuant to **paragraph 3.D**. In the event of the termination of my employment, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit C.
2. *Notification of New Employer*. In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.
3. *Solicitation of Employees*. I agree that for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company, either for myself or for any other person or entity.
4. *Conflict of Interest Guidelines*. I agree to diligently adhere to the Conflict of Interest Guidelines attached as Exhibit D hereto.
5. *Representations*. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.
6. *Arbitration and Equitable Relief*.
   1. *Arbitration*. IN CONSIDERATION OF MY EMPLOYMENT WITH THE COMPANY, ITS PROMISE TO ARBITRATE ALL EMPLOYMENT-RELATED DISPUTES AND MY RECEIPT OF THE COMPENSATION, PAY RAISES AND OTHER BENEFITS PAID TO ME BY THE COMPANY, AT PRESENT AND IN THE FUTURE, I AGREE THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING THE COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER OR BENEFIT PLAN OF THE COMPANY IN THEIR CAPACITY AS SUCH OR OTHERWISE) ARISING OUT OF, RELATING TO, OR RESULTING FROM MY EMPLOYMENT WITH THE COMPANY OR THE TERMINATION OF MY EMPLOYMENT WITH THE COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE ARBITRATION RULES SET FORTH IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1280 THROUGH 1294.2, INCLUDING SECTION 1283.05 (THE "RULES") AND PURSUANT TO CALIFORNIA LAW. DISPUTES WHICH I AGREE TO ARBITRATE, AND THEREBY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY, INCLUDE ANY STATUTORY CLAIMS UNDER STATE OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT, THE CALIFORNIA LABOR CODE, CLAIMS OF HARASSMENT, DISCRIMINATION OR WRONGFUL TERMINATION AND ANY STATUTORY CLAIMS. I FURTHER UNDERSTAND THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH ME.
   2. *Procedure*. I AGREE THAT ANY ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND THAT THE NEUTRAL ARBITRATOR WILL BE SELECTED IN A MANNER CONSISTENT WITH ITS NATIONAL RULES FOR THE RESOLUTION OF EMPLOYMENT DISPUTES. I AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION AND MOTIONS TO DISMISS AND DEMURRERS, PRIOR TO ANY ARBITRATION HEARING. I ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES, INCLUDING ATTORNEYS' FEES AND COSTS, AVAILABLE UNDER APPLICABLE LAW. I UNDERSTAND THE COMPANY WILL PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR OR AAA EXCEPT THAT I SHALL PAY THE FIRST

$125.00 OF ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION I INITIATE. I AGREE THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN A MANNER CONSISTENT WITH THE RULES AND THAT TO THE EXTENT THAT THE AAA'S NATIONAL RULES FOR THE RESOLUTION OF EMPLOYMENT DISPUTES CONFLICT WITH THE RULES, THE RULES SHALL TAKE PRECEDENCE. I AGREE THAT THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING.

* 1. *Remedy*. EXCEPT AS PROVIDED BY THE RULES AND THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE AND FINAL REMEDY FOR ANY DISPUTE BETWEEN ME AND THE COMPANY. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE RULES AND THIS AGREEMENT, NEITHER I NOR THE COMPANY WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION. NOTWITHSTANDING, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO DISREGARD OR REFUSE TO ENFORCE ANY LAWFUL COMPANY POLICY, AND THE ARBITRATOR SHALL NOT ORDER OR REQUIRE THE COMPANY TO ADOPT A POLICY NOT OTHERWISE REQUIRED BY LAW WHICH THE COMPANY HAS NOT ADOPTED.
  2. *Availability of Injunctive Relief*. BOTH PARTIES AGREE THAT ANY PARTY MAY PETITION A COURT FOR INJUNCTIVE RELIEF AS PERMITTED BY THE RULES INCLUDING, BUT NOT LIMITED TO, WHERE EITHER PARTY ALLEGES OR CLAIMS A VIOLATION OF THE AT-WILL EMPLOYMENT, CONFIDENTIAL INFORMATION, INVENTION ASSIGNMENT AND ARBITRATION AGREEMENT BETWEEN ME AND THE COMPANY OR ANY OTHER AGREEMENT REGARDING TRADE SECRETS, CONFIDENTIAL INFORMATION, NONSOLICITATION OR LABOR CODE §2870. BOTH PARTIES UNDERSTAND THAT ANY BREACH OR THREATENED BREACH OF SUCH AN AGREEMENT WILL CAUSE IRREPARABLE INJURY AND THAT MONEY DAMAGES WILL NOT PROVIDE AN ADEQUATE REMEDY THEREFOR AND BOTH PARTIES HEREBY CONSENT TO THE ISSUANCE OF AN INJUNCTION. IN THE EVENT EITHER PARTY SEEKS INJUNCTIVE RELIEF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE COSTS AND ATTORNEYS FEES.
  3. *Administrative Relief*. I UNDERSTAND THAT THIS AGREEMENT DOES NOT PROHIBIT ME FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE OR FEDERAL ADMINISTRATIVE BODY SUCH AS THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION OR THE WORKERS' COMPENSATION BOARD. THIS AGREEMENT DOES, HOWEVER, PRECLUDE ME FROM PURSUING COURT ACTION REGARDING ANY SUCH CLAIM.
  4. *Voluntary Nature of Agreement*. I ACKNOWLEDGE AND AGREE THAT I AM EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. I FURTHER ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND THAT I HAVE ASKED ANY QUESTIONS NEEDED FOR ME TO UNDERSTAND THE TERMS, CONSEQUENCES AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT ***I AM WAIVING MY RIGHT TO A JURY TRIAL***. FINALLY, I AGREE THAT I HAVE BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF MY CHOICE BEFORE SIGNING THIS AGREEMENT.

1. *General Provisions*.
   1. *Governing Law; Consent to Personal Jurisdiction*. This Agreement will be governed by the laws of the State of California. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in California for any lawsuit filed there against me by the Company arising from or relating to this Agreement.
   2. *Entire Agreement*. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and supersedes all prior discussions or representations between us including, but not limited to, any representations made during my interview(s) or relocation negotiations, whether written or oral. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the President of the Company and me. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.
   3. *Severability*. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
   4. *Successors and Assigns*. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

Date:

Signature

Name of Employee (typed or printed)

Witness:

Signature

Name (typed or printed)

**Exhibit A**

**LIST OF PRIOR INVENTIONS**

**AND ORIGINAL WORKS OF AUTHORSHIP**

Title Date

Identifying Number or Brief Description

No inventions or improvements

Additional Sheets Attached

Signature of Employee: Print Name of Employee: Date:

**Exhibit B**

**CALIFORNIA LABOR CODE SECTION 2870 INVENTION ON OWN TIME-EXEMPTION FROM AGREEMENT**

"(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

1. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
2. Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable."

**Exhibit C**

**ARBITECH, INC. TERMINATION CERTIFICATION**

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to Arbitech, Inc., its subsidiaries, affiliates, successors or assigns (together, the "Company").

I further certify that I have complied with all the terms of the Company's Employment, Confidential Information, Invention Assignment and Arbitration Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that, in compliance with the Employment, Confidential Information, Invention Assignment, and Arbitration Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that for twelve (12) months from this date, I will not solicit, induce, recruit or encourage any of the Company's employees to leave their employment.

Date:

(Employee's Signature)

(Type/Print Employee's Name)

**Exhibit D**

**ARBITECH, INC. CONFLICT OF INTEREST GUIDELINES**

It is the policy of Arbitech, Inc. to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees and independent contractors must avoid activities which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations which must be avoided. Any exceptions must be reported to the President and written approval for continuation must be obtained.

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The Employment, Confidential Information, Invention Assignment and Arbitration Agreement elaborates on this principle and is a binding agreement.)
2. Accepting or offering substantial gifts, excessive entertainment, favors or payments which may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.
3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.
4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.
5. Initiating or approving any form of personal or social harassment of employees.
6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.
7. Borrowing from or lending to employees, customers or suppliers.
8. Acquiring real estate of interest to the Company.
9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
10. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.
11. Making any unlawful agreement with distributors with respect to prices.
12. Improperly using or authorizing the use of any inventions which are the subject of patent claims of any other person or entity.
13. Engaging in any conduct which is not in the best interest of the Company.

Each officer, employee and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in discharge without warning.

**CONFI#8**

CONFIDENTIALITY AGREEMENT

**Exhibit (d)(3)**

**CONFIDENTIALITY AGREEMENT (the “Agreement”)**

In connection with a possible transaction, Hopping’s, Inc. (the “Recipient”) and Bob’s Restaurant Group Inc. (the “Company”), agree as follows:

1. **Evaluation Material.** In connection with a possible negotiated transaction by the Company (the “**Transaction**”), the Company and its representatives, including Millers & Company, Inc. (“**Millers**”), may furnish the Recipient, in writing and orally, certain information concerning the current and possible future business, operations and finances of the Company and other related information, including, but not limited to, information related to the Transaction or other potential future capital raising plans of the Company (any such information, the “**Evaluation Material**”). The Evaluation Material may contain, and the fact that a Transaction is being contemplated may constitute, material, nonpublic information within the meaning of the U.S. federal securities laws. The Recipient acknowledges that the U.S. federal securities laws and other laws prohibit any person who has any such material, non-public information about a company from purchasing or selling securities of that company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

2. **Limited Use of Evaluation Material.** The Recipient agrees to use the Evaluation Material solely in connection with its consideration of a Transaction and for no other purpose.

3. **Confidentiality.** The Recipient agrees to keep the Evaluation Material confidential and agrees to not disclose it to any other person, other than those of its directors, officers, employees, partners, agents and advisors (such persons, the “**Representatives**”) who need to know such information to assist the Recipient in determining whether to participate in a Transaction; provided that, the Recipient may disclose, such Evaluation Material (a) if it is or becomes generally available to the public without any violation of this Agreement on the part of the Recipient or anyone to whom it discloses Evaluation Material; (b) if it becomes available to the Recipient on a non-confidential basis from a source which is not known to Recipient, after reasonable inquiry, to be prohibited from disclosing any portion of the Evaluation Material to the Recipient; (c) as required by law or regulation, provided that the Recipient will provide the Company with prompt prior notice so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement; and (d) which was or is independently developed by Recipient without using the Evaluation Material or violating its obligations hereunder. As a condition to the furnishing of Evaluation Material to the Representatives of Recipient, Recipient shall cause its Representatives to treat such information in accordance with the provisions of this Agreement and to perform or to comply with the obligations of Recipient with respect to the Evaluation Material as contemplated hereby. Recipient agrees that it will be fully responsible for any breach of any of the provisions of this Agreement by its Representatives.

In considering a Transaction and reviewing the Evaluation Material, the Recipient confirms that it is acting solely on its own behalf and not as part of a group with any third parties. The Recipient will not, directly or indirectly, enter into any agreement, arrangement or understanding, or any discussions that may lead to the same, with any person regarding a possible transaction involving the Company. The Recipient and its Representatives will not

disclose the fact that the Evaluation Material has been made available to them or that discussions or negotiations are taking place between the parties concerning a Transaction or any of the terms, conditions or other facts with respect thereto (including the status thereof).

4. **Standstill.** Recipient hereby agrees that for a period of one year from the date hereof (the “**Standstill Period**”) Recipient and its affiliates will not (and neither Recipient nor its affiliates will assist, or provide or arrange financing to or for, others in order to), directly or indirectly, acting alone or in concert with others, unless specifically invited on an unsolicited basis in writing in advance by the Company: (i) acquire or agree, offer, seek or propose to acquire (or request permission to do so), ownership (including, but not limited to, beneficial ownership as defined in Rule 13d-3 under the Exchange Act) of any of the assets or businesses of the Company or any securities issued by the Company, or any option or other right to acquire such ownership (including from a third party); (ii) seek or propose to influence or control the management or the policies of the Company or to obtain representation on the board of directors (or any committee thereof) of the Company, or solicit or participate in the solicitation of, any proxies or consents with respect to any securities of the Company; (iii) seek or propose to have called, or cause to be called, any meeting of stockholders of the Company; (iv) enter into any discussions, negotiations, arrangements or understandings with any third party with respect to any of the foregoing; (v) advise, assist, encourage, act as a financing source for or otherwise invest in any other person in connection with any of the foregoing activities; (vi) propose or seek to propose any business combination, recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the Company or any of its subsidiaries; (vii) disclose any intention, plan or arrangement inconsistent with any of the foregoing; or (viii) seek to have the Company amend or waive any provision of this paragraph. Recipient agrees to advise the Company promptly of any inquiry or proposal made to it with respect to any of the foregoing. The Recipient will not prohibit or in any way discourage any lenders or financial advisors from providing financing or advice to any other bidders or potential bidders except for one financial advisor that the Recipient retains. Recipient further agrees that, during the Standstill Period, neither it nor any of its affiliates will, without the written consent of the Company, take any initiative or other action with respect to the Company or any of the subsidiaries of the Company that could require the Company to make a public announcement regarding (i) such initiative or other action, (ii) any of the activities, events or circumstances referred to in the preceding sentences of this paragraph, (iii) the possibility of the Transaction, any similar transaction or the pursuit of strategic alternatives or any strategic alternative by the Company or (iv) the possibility of Recipient or any other person acquiring control of the Company whether by means of a business combination or otherwise. Recipient represents to the Company that as of the date of this Agreement, it, together with its affiliates, owns approximately 850,000 shares of common stock of the Company. The obligations set forth in this paragraph are referred to in this Agreement as the “Standstill”.

Notwithstanding anything in the previous paragraph to the contrary, if, on or after the date of this Agreement, any person or group of persons (other than Recipient) enters into a definitive agreement with the Company providing for: (a) a merger, share exchange, business combination or similar extraordinary transaction as a result of which the persons possessing, immediately prior to the consummation of such transaction, beneficial ownership of the voting securities of the Company entitled to vote generally in elections of directors, would cease to possess, immediately after consummation of such transaction, beneficial ownership of voting

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securities entitling them to exercise at least fifty percent (50%) of the total voting power of all outstanding securities entitled to vote generally in elections of directors of the Company (or, if not the Company, the surviving person resulting from such transaction); (b) a sale, exchange or lease of all or substantially all of the assets of the Company and its subsidiaries (determined on a consolidated basis); or (c) the acquisition (by purchase, merger or otherwise) by any person (including any syndicate or group deemed to be a “person” under Section 13(d)(3) of the Exchange Act and the rules promulgated thereunder) of beneficial ownership of voting securities of the Company entitling that person to exercise fifty percent (50%) or more of the total voting power of all outstanding securities entitled to vote generally in elections of directors of the Company (the transactions described in clauses (a), (b) and (c) of this paragraph being each hereinafter referred to as a “Third-Party Agreement”); then, the Standstill shall not restrict the Recipient or its affiliates from making a private acquisition proposal solely to the Board of Directors of the Company; provided, however, that the Standstill again shall be fully applicable in accordance with the terms of the prior paragraph upon the termination of the Third-Party Agreement. For purposes of this Agreement, “beneficial ownership” shall be determined in accordance with Rule 13d-3 under the Exchange Act.

5. **Process.** The Recipient acknowledges that (i) the Company shall conduct the process for a possible Transaction as it in its sole discretion shall determine (including, without limitation, negotiating with any prospective buyer and entering into definitive agreements without prior notice to the Recipient or any other person), (ii) any procedures relating to a Transaction may be changed at any time without notice to the Recipient or any other person, (iii) the Company shall have the right, in its sole discretion, to reject or accept any potential buyer, proposal or offer, and to terminate any discussions and negotiations, at any time and for any or no reason, (iv) neither the Recipient nor any of its Representatives shall have any claims whatsoever against the Company or any of its affiliates or Representatives arising out of or relating to such actions and (v) except for exercising the rights of a shareholder of the Company, neither the Recipient nor any of its Representatives shall challenge any Transaction on the ground that any such actions were wrongful, discriminatory, unfair or otherwise violated any duty owed the Recipient or any such Representative. Unless and until a definitive agreement between the Company or its stockholder(s) and the Recipient with respect to any Transaction has been executed and delivered, neither the Company nor any of its stockholders or affiliates will be under any legal obligation to the Recipient of any kind whatsoever with respect to such Transaction.

6. **Non-Solicitation and Non-Hire of Employees.** Recipient acknowledges that the employees of the Company are a key component to the success of the Company and that the preservation of the employee base of the Company is critical to, among other things, the prospects of the Company. Therefore, Recipient agrees that, for a period of eighteen months from the date hereof, neither it nor any of its affiliates who have received Evaluation Material shall hire or solicit any individual who is an officer or management-level employee of the Company or any of its subsidiaries, as of the date hereof or at any time hereafter and prior to the termination of discussions by the Parties with respect to the Transaction, to leave his or her employment with the Company or any of its subsidiaries or in any way interfere with the employment relationship between the Company or any of its subsidiaries and any of their respective employees; provided that the foregoing non-solicitation and non-hiring obligations shall not apply to (1) generalized advertisement of employment opportunities including in trade

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or industry publications (if not focused specifically on or directed in any way at the employees or an employee of the Company or any of its subsidiaries) or (2) with respect to any management-level employee who does not have a title of vice president or more senior with the Company or any of its subsidiaries, only such employees that are not introduced to recipient in consideration of a Transaction.

7. **Return or Destruction of Evaluation Material.** In the event Recipient determines it does not wish to proceed with the Transaction, Recipient will promptly advise the Company of that decision. In that case or upon the Company’s request at any time, Recipient agrees to, and to cause its Representatives to, either return or destroy (and certify in writing to such destruction) any Evaluation Material; provided that, Recipient may retain such Evaluation Material as required by applicable law or regulation. Any Evaluation Material that is not returned or destroyed, including, without limitation, any oral Evaluation Material, remains subject to the confidentiality obligations and use restrictions set forth in this Agreement.

8. **No Representation or Warranty.** Recipient acknowledges that neither the Company, Millers nor any of their respective representatives make any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material (and only those representations and warranties of the Company which are made in a final definitive agreement when, as and if executed by the Company will have any legal effect). None of the Company, Millers or any of their respective representatives shall have any liability as a result of the review or use by Recipient or its Representatives of the Evaluation Material or for any errors therein or omissions therefrom.

9. **Acknowledgement of Recipient.**

a. Recipient acknowledges that (i) it is knowledgeable, sophisticated and experienced in making, and is qualified to make, decisions with respect to investments such as the Transaction, (ii) it will be responsible for conducting its own due diligence investigation with respect to the Company and any Transaction, (iii) if it (including any investment fund or funds it manages or advises) acquires any securities of the Company, it will be doing so based on the results of its own due diligence investigation of the Company, (iv) if it determines to pursue an investment in a Transaction, it will negotiate the Transaction directly with the Company, and Millers will not be responsible for the ultimate success of any such investment and (v) the decision to invest in a Transaction will involve a significant degree of risk, including a risk of total loss of such investment.

b. Accordingly, to the fullest extent permitted by law, Recipient releases Millers, its employees, officers and affiliates from any liability with respect to Recipient’s participation, or proposed participation, in the Transaction. This Section 9 shall survive any termination of this Agreement. Millers has introduced Recipient to the Company in reliance on the Recipient’s understanding and agreement to this Section 9.

c. Each of Recipient and the Company agree that Millers, and its employees, officers and affiliates are intended third party beneficiaries of this Agreement.

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10. **Integration.** This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the parties with respect to it and may be amended only by a written execution of all parties.

11. **Remedies.** The parties acknowledge that money damages would not be a sufficient remedy for any breach of this Agreement and that each party is entitled to equitable relief, including, without limitation, injunctive relief, as a remedy for any such breach, without the requirement of posting a bond or other security. Such remedy is not the exclusive remedy for breach of this Agreement but is in addition to all other remedies available at law or equity. In the event of litigation regarding the subject matter of this Agreement, the prevailing party in a final, non-appealable order of a court of competent jurisdiction shall be entitled to recover its reasonable expenses and attorneys’ fees in connection with obtaining such order.

12. **Diligence Process.**Recipient and its Representatives shall not initiate or maintain contact with any stockholder, director, officer, employee, partner, manager, member, agent, supplier, franchisee or lender of the Company with respect to or relating in any way to the Transaction, or in which the Transaction is discussed or referred to directly or indirectly, except as specifically authorized in writing by the Company and as provided in this section. Recipient hereby agrees to submit or direct to the designee or designees of the Company all (a) communications regarding the Transaction, (b) requests for additional information, (c) requests for facility tours or management or employee meetings or conversations and (d) discussions or questions regarding procedures.

13. **Miscellaneous.**

a.**Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of laws provisions. The exclusive venue for any actions arising directly or indirectly from this Agreement shall be the appropriate state or federal court sitting in the City of New York, in the State of New York.

b. **No Obligation.** It is expressly understood by the parties hereto that, other than for the matters specifically agreed to herein, this Agreement is not intended to, and does not, constitute an agreement to consummate the Transaction or enter into a definitive agreement, and both parties acknowledge and agree that unless and until a written definitive agreement concerning the Transaction has been duly executed, neither party shall have any obligation to the other with respect to any Transaction, whether by virtue of this Agreement or any other written or oral expression with respect to the Transaction or otherwise.

c. **Headings.** The descriptive headings contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

d. **Binding Effect.** This Agreement is binding upon the parties and their respective successors and assigns.

e. **Counterparts.** This Agreement may be executed in separate original counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one and the same Agreement. All exhibits and attachments to this Agreement are

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hereby incorporated by reference herein and made a part hereof as though set forth at length hereinabove.

14. **Termination.** Except for Section 9, which shall survive any termination of this Agreement, this Agreement will terminate on the date two years from the date hereof; provided that, such termination shall not relieve any party from liability in respect of breaches by such party prior to such termination.

15. **WAIVER OF TRIAL BY JURY.** EACH OF THE PARTIES TO THIS AGREEMENT IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, THE MATTERS CONTEMPLATED HEREBY, OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT.

The parties have executed this Agreement as of July 14, 2011

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| COMPANY: | | |  |  |  | RECIPIENT: | | |
|  | | |  | |  | | | |
| Bob’s Restaurant Group, Inc. | | |  |  |  | Hopping’s, Inc. | | |
|  | | |  | |  | | | |
| /s/ Anna Barbour | | |  |  |  | /s/ Mark Miller | | |
| Name: |  | Anna Barbour |  |  |  | Name: |  | Mark Miller |
| Title: |  | SVP and General Counsel |  |  |  | Title: |  | EVP & GC |

By executing this Agreement, and his affiliates hereby agree to be bound by the terms hereof.

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| --- |
|  |
| /s/ Audrey Brooks y Mark Miller w/permission |

Audrey Brooks

**CONFI#9**

**CONTINGENT WORKER INVENTIONS ASSIGNMENT AND CONFIDENTIALITY AGREEMENT**

This Contingent Worker Inventions and Confidentiality Agreement (the “Agreement”), dated as of (the “Effective Date”), by and between Optical Enhancements, a California not-for-profit corporation (“OE”), its parent, affiliates and subsidiaries (the **"Company"**), and

(“I”, “me” or “my”).

1. **Purpose of Agreement.** I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its Proprietary Information (as defined in Section 7 of this Agreement), its rights in Inventions (as defined in Section 2 of this Agreement) and in all related intellectual property rights. Accordingly, I am entering into this Agreement as a condition of my engagement with the Company and as a condition of being granted access to Proprietary Information, whether or not I am expected to create inventions of value for the Company.
2. **Disclosure of Inventions.** I will promptly disclose in confidence to the Company all inventions, improvements, designs, logos, symbols, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works, ideas, discoveries, developments, know-how, or other inventions ("**Inventions**") that I make, conceive, reduce to practice or create, either alone or jointly with others, during the period of my engagement with Company, whether or not in the course or scope of my engagement, and whether or not such Inventions are patentable, copyrightable, protectable as trade secrets, or otherwise subject to intellectual property protection.
3. **Company Ownership of Work Product.**
   1. **Work for Hire.** I acknowledge and agree that any works prepared by me relating to my engagement with the Company, including without limitation any and all Inventions I conceive or contribute towards, will be considered “Work Product” and will be Company’s sole property if it fits any of the following three criteria: (i) it is developed using equipment, supplies, facilities or trade secrets of the Company; (ii) it results from my work for the Company whether or not conceived during regular working hours; or (iii) it relates to the Company's business or its actual or anticipated research and development. To the extent permissible under applicable law, Work Product will be considered “work made for hire” pursuant to the U.S. Copyright Act, 17

U.S.C. §101 *et seq.*, and any foreign equivalent thereof.

* 1. **Assignment of Other Rights.** To the extent, if any, that Work Product may not be considered work made for hire, I hereby assign to Company all of my ownership, right, title, and interest in and to all Work Product, including, without limitation: (i) all copyrights, patents, rights in mask works, trademarks, trade secrets, and other intellectual property rights and all other rights that may hereafter be vested relating to the Work Product, arising under U.S. or any other law, together with all national, foreign, state, provincial, and common law registrations, applications for registration, and renewals and extensions thereof; (ii) all goodwill associated with Work Product; and (iii) all benefits, privileges, causes of action, and remedies relating to any of the foregoing, whether before or hereafter accrued (including without limitation the exclusive rights to apply for such registrations, renewals, and/or extensions, to sue for all past infringements or violations of any the foregoing, and to settle and retain proceeds from any such actions).
  2. **Moral Rights.** In addition to the foregoing transfers and allocations of

rights, I hereby irrevocably transfer and assign to Company any and all Moral Rights (as defined below) I may have in or with respect to the Work Product. “Moral Rights” include any rights to claim authorship of or credit on Work Product, to object to or prevent the modification or destruction of Work Product, or to withdraw from circulation or control the publication or distribution of Work Product, and any similar right, existing under judicial or statutory law of any country or subdivision of a country, or under any treaty, regardless of whether or not such right is described as a “moral right.”

* 1. **Prior Inventions.** I represent and warrant that attached **Exhibit A** is a list of all of my Inventions prior to the Effective Date which I have not separately assigned to Company (collectively “Prior Inventions”), and that if **Exhibit A** is blank or not included, there are no Prior Inventions. I will not use any Prior Invention in my work related to my engagement with the Company without Company’s prior written consent. To the extent that I do use or incorporate a Prior Invention in a product, service, or process created for Company, with or without Company’s consent, I hereby grant to Company a nonexclusive, perpetual, irrevocable, fully-paid, royalty-free, worldwide right to use in its business, reproduce, create derivative works from, distribute, publicly display, publicly perform, make, have made, offer for sale, sell or otherwise dispose of, import, and use such Prior Invention, solely in conjunction with the product, service, or process in question, with the right to sublicense each and every such right.
  2. **Covenant Not to Assert Superior Rights.** I also hereby forever waive and agree that I will never, even after termination of my engagement with Company, assert or assist any others in asserting against Company or its customers, licensees, sublicensees or assigns, any rights under any Work Product, Inventions, Moral Rights, discoveries, concepts or ideas, or improvements thereof, or know-how related thereto, or any Inventions as having been made or acquired by me prior to my engagement by the Company, except as disclosed in **Exhibit A** to this Agreement at the time it is executed.

1. **Backup License.** To the extent, if any, that Section 3 does not provide Company with full ownership, right, title, and interest in and to the Work Product or any other work made for hire that is not Work Product as defined herein, I hereby grant Company a nonexclusive, perpetual, irrevocable, fully-paid, royalty-free, worldwide right to use in its business, reproduce, create derivative works from, distribute, publicly display, publicly perform, make, have made, offer for sale, sell or otherwise dispose of, import, and use the Work Product, with the right to sublicense each and every such right.
2. **Labor Code 2870 Notice.** I have been notified and understand that the provisions of Sections 3 and 4 of this Agreement do not apply to any Invention that qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT

THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUALLY OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER, OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

1. **Assistance.** I agree for myself and my heirs, personal representatives, successors, and assigns (collectively “Assignors”), upon request of the Company, at all times to do such acts, such as giving testimony in support of the my inventorship, and to execute and deliver promptly to the Company such papers, instruments, and documents, without expense to Assignors, as from time to time may be necessary or useful in the Company’s opinion, to apply for, secure, maintain, reissue, extend, or defend the Company’s worldwide rights in the Work Product or in any or all

U.S. letters patent and in any and all letters patent in any country foreign to the United States, so as to secure to the Company the full benefits of the Work Product or discoveries and otherwise to carry into full force and effect the text and the intent of the assignment set out in Section 3 above. The obligations under this section will continue beyond the termination of my engagement with the Company, provided that the Company will compensate Assignors at a reasonable rate after such termination for time or expenses actually spent by Assignors at the Company's request on such assistance. I hereby appoint the Secretary of OE as my attorney-in- fact to execute documents on behalf of Assignors for this purpose.

1. **Proprietary Information.**
   1. **Definition.** I understand that my engagement by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be disclosed to me by the Company that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence (collectively, "**Proprietary Information**"). I hereby acknowledge that Proprietary Information includes, but is not limited to, Inventions, marketing plans, product plans, business strategies, financial information, forecasts, Protected Health Information (PHI), personnel information, customer lists and domain names. I further acknowledge that Proprietary Information includes any document marked “Confidential”; any information designated as “Confidential” at the time of disclosure, and any information that, given the nature of the information disclosed and the circumstances surrounding its disclosure, reasonably ought to be treated as Proprietary Information by me.
   2. **Confidentiality.** At all times, both during my engagement and after termination, I will keep and hold all Proprietary Information in strict confidence and trust. I will not use (directly or indirectly) for my own benefit or the benefit of others, disseminate, reproduce, transmit, disclose or make available any Proprietary Information without the prior written consent of the Company, save and except as may be necessary to perform my duties to the Company for

the benefit of the Company and then only to those on a “need to know” basis to enable them to evaluate such Proprietary Information in connection with the business of the Company; provided that such persons have been informed of, and agree to be bound by obligations which are at least as restrictive as my obligations hereunder. Upon termination of my engagement with the Company, I will promptly deliver to the Company all documents and materials of any nature pertaining to my work with the Company. I will not take with me any documents or materials or copies thereof containing or embodying any Proprietary Information. Notwithstanding my obligations of confidentiality under this Agreement, I may disclose Proprietary Information if and to the extent required by a judicial or governmental request, requirement or order; provided that I take reasonable steps to give OE sufficient prior notice of such request, requirement or order for OE to contest, limit and/or protect such disclosure.

* 1. **Retention of Rights.** This Section 7 does not transfer ownership of Proprietary Information or grant a license thereto. Company will, as between Company and me, retain all right, title, and interest in and to all Proprietary Information.

1. **No Breach of Prior Agreement.** I represent and warrant that my performance of all the terms of this Agreement and my duties during my engagement with the Company and obligations hereunder will not breach any invention assignment, proprietary information, confidentiality or similar agreement with any third party. I further represent and warrant that I have not already assigned Work Product to any third party. I will not bring to the Company or use in the performance of my duties for the Company any documents or materials or intangibles of a former employer or third party that are not generally available to the public or have not been legally transferred to the Company.
2. **Efforts: Conflict of Interest.** I understand that my engagement with the Company requires my undivided attention and effort during normal business hours. During my engagement with the Company, I will disclose to my immediate supervisor any other employment arrangement I may have.
3. **Notification.** I hereby authorize the Company to notify my current or future employers, or any others to whom Company has a reasonable basis to disclose, of the terms of this Agreement and my responsibilities hereunder.
4. **Non-Solicitation of Employees/Consultants.** During my engagement with the Company, and for a period of one (1) year thereafter, I will not directly or indirectly solicit away employees or consultants of the Company for my own benefit or for the benefit of any other person or entity.
5. **Non-Solicitation of Suppliers/Customers.** During my engagement with the Company and after termination of my engagement, I will not directly or indirectly solicit or take away suppliers or customers of the Company if the identity of the supplier or customer or information about the supplier or customer relationship is a trade secret or is otherwise deemed Proprietary Information or deemed confidential information within the meaning of California law.
6. **Injunctive Relief.** I agree that breach of this Agreement would cause Company irreparable injury, for which monetary damages would not provide adequate compensation, and

that in addition to any other remedy, Company is entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

1. **Binding Effects.** This Agreement will be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
2. **Governing Law; Severability.** This Agreement will be governed by and interpreted in accordance with the internal laws of the State of California, without regard to or application of choice-of-law rules or principles. In the event that any provision of this Agreement is found by a court, arbitrator or other tribunal to be illegal, invalid or unenforceable, then such provision shall not be voided, but shall be enforced to the maximum extent permissible under applicable law, and the remainder of this Agreement shall remain in full force and effect. The prevailing party in any action to enforce this Agreement shall be entitled to recover its attorneys' fees and costs.
3. **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.
4. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings and agreements, whether oral or written, between the parties hereto with respect to the specific subject matter hereof.
5. **At Will Engagement.** I understand that this Agreement does not constitute a contract of employment or obligate the Company to engage me for any stated period of time. I understand that my engagement with the Company is "at will" and that my engagement can be terminated at any time, with or without notice or with or without cause, by either the Company or me.

**COMPANY: CONTINGENT WORKER:**

By: (Signature) (Signature)

Name: (Printed) (Printed)

Title:

**Exhibit A: Prior Inventions**

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| **Title of Invention** | **Name of Inventor(s)**  [Name, Address, Phone Number] | **Circumstances and Date of Conception** | **Description of Invention**  [Purpose; Drawings; Description of the Parts; Use; Novel Features; Advantages] |

**CONFI#10**

**Exhibit (d)(4)**

**CONFIDENTIAL DISCLOSURE AGREEMENT**

This Confidential Disclosure Agreement (the “Agreement”), dated as of December 29, 2021 (the “Effective Date”), is by and between **Medicalls, Inc.**, having an address at 100 Technology Center Drive, Suite 300, Stoughton, MA 02072 (“MED”) and **Labfarm International, Inc.**, having an address at 4131 ParkLake Ave., Suite 225, Raleigh, NC 27612 (“FARMS”) (each a “Party” and collectively, the “Parties”). The Parties intend to engage in discussions to evaluate a possible negotiated business combination transaction between the Parties (the “Purpose”). In the course of these discussions, either Party may elect to disclose certain of its Confidential Information (defined below). This Agreement describes the Parties’ obligations to maintain the confidentiality of such Confidential Information and protect such Confidential Information from unauthorized use and disclosure. In consideration for such disclosure, the Parties hereby agree as follows:

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|  | 1. | As used in this Agreement, the term “Confidential Information” includes, without limitation, any technical, scientific, trade, research, manufacturing, business, financial (including sales), marketing, product, supplier, intellectual property or other information, including any and all analyses, compilations, forecasts, financial projections, data, trials, studies or other information, prepared by a Party or Representative (as defined below) of a Party that contain, are based on, or otherwise reflect any such information, that may be disclosed by a Party or its directors, officers, employees, Affiliates (as such term is defined in Rule 12b-2 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)), collaboration partners, representatives (including, without limitation, financial advisors, consultants, attorneys or accountants) or agents (collectively, “Representatives”). The party providing information hereunder is referred to as the “Disclosing Party” and the party receiving information hereunder is referred to as the “Receiving Party”, regardless of whether such information is specifically designated as confidential and regardless of whether such information is in written, oral, electronic, or other form. The existence of this Agreement, the fact that Confidential Information is being disclosed to the Receiving Party, and the fact that discussions or negotiations are taking place concerning the Purpose, including any terms, conditions or other facts, shall be considered Confidential Information. |

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|  | 2. | Confidential Information shall not be deemed to include information which: (a) was in the public domain or in the Receiving Party’s possession prior to the time of its disclosure under this Agreement, other than as a result of the Receiving Party’s breach of any legal obligation; (b) entered the public domain after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party; (c) is independently developed by the Receiving Party without use of, or reference to, the Confidential Information; or (d) is disclosed to the Receiving Party without restriction by a third party having the right to make such disclosure. |

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|  | 3. | The Receiving Party agrees that it shall: (a) keep confidential the Confidential Information; (b) use the Disclosing Party’s Confidential Information solely for the Purpose; (c) disclose the Disclosing Party’s Confidential Information only on a need-to-know basis to effect the Purpose and only to its Representatives who are bound by written or ethical obligations of confidentiality commensurate with those set forth in this Agreement; and (d) as the other Party may otherwise consent in writing. |

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|  | 4. | Each Party is responsible for any actions by its Representatives (including, without limitation, any Representatives who subsequent to the date hereof become its former Representatives) which are inconsistent with the provisions of this Agreement or would otherwise constitute a breach of this Agreement and shall, at its sole expense, take all reasonable measures to restrain its Representatives from prohibited disclosure or use of the Confidential Information in breach of the terms hereof. Each Party shall notify the other if it has knowledge of a breach of any provision of this Agreement by such Party or any of its Representatives, and the Parties shall cooperate to regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. |

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|  | 5. | Notwithstanding any other provision of this Agreement, disclosure of Confidential Information shall not be prohibited to the extent required to comply with applicable laws or regulations, or with a valid court or administrative order, provided that the Receiving Party: (a) promptly notifies the Disclosing Party prior to such disclosure in writing of the existence, terms and circumstances of such required disclosure; (b) consults with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such disclosure; and (c) takes all reasonable best and lawful actions to obtain confidential treatment for such disclosure. |

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|  | 6. | This Agreement shall remain in effect for a period of one (1) year from the Effective Date; provided, however, that the Receiving Party’s obligations of non-disclosure and non-use hereunder shall continue for a period of five (5) years from the Effective Date. Either Party may terminate this Agreement by providing written notice to the other Party; however, the duration of the Receiving Party’s obligations of non-disclosure and non-use for Confidential Information disclosed prior to such early termination as well as each Party’s non-solicitation obligations and restrictions on unsolicited acquisition activities shall not be altered by any such early termination. |

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|  | 7. | In the event either Party determines not to proceed with a business relationship, it shall promptly inform the other Party of that decision. In that case or at any other time upon the request of the Disclosing Party or any of its Representatives, the Receiving Party shall (i) promptly, at the Receiving Party’s election, either destroy or deliver to the Disclosing Party all tangible Confidential Information, and (ii) not retain any copies, extracts or other reproductions in whole or in part of such tangible Confidential Information (other than any Confidential Information contained on back-up media retained in the ordinary course of business, which shall not be referenced after such time). Upon request, the Receiving Party shall confirm for the Disclosing Party in writing that all such material has been so delivered or destroyed. Notwithstanding the foregoing, (a) the Receiving Party and each of its Representatives may each retain one copy of the Confidential Information to the extent required to comply with legal or regulatory requirements, bona fide document retention policies or to demonstrate compliance with this Agreement and (b) neither the Receiving Party nor its Representatives shall be required to return or destroy any electronic copy of Confidential Information created pursuant to standard electronic backup and archival systems which are not readily accessible. |

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Notwithstanding the delivery or destruction of the materials required by this paragraph, unless otherwise provided for in this Agreement, all duties and obligations existing under this Agreement (including with respect to any oral Confidential Information) shall remain in full force and effect.

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|  | 8. | All Confidential Information is provided “as is” and without any warranty, express, implied or otherwise, regarding such Confidential Information’s completeness, accuracy or performance. The Parties acknowledge that neither of the Parties nor any of their respective Representatives make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and hereby waive any liability that any such person may otherwise have relating to the Confidential Information or for any errors therein or omissions therefrom. Each Party acknowledges that it is not entitled to rely on the accuracy or completeness of the Confidential Information and that it shall be entitled to rely solely on such representations and warranties as may be included in any definitive agreement with respect to the relationship between the Parties, when, as and if executed, and subject to such limitations and restrictions as may be contained therein. |

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|  | 9. | Each Party hereby acknowledges that it is aware, and that each Party will advise its Representatives who receive any Confidential Information, that the Confidential Information may contain material, non-public information about the other Party, and that the United States securities laws prohibit any person who has received from an issuer material, non-public information from purchasing or selling securities of such issuer (and options, warrants and rights relating thereto) or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. |

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|  | 10. | In consideration of the Confidential Information of each Party being furnished to the other Party hereunder, each Party, for a period of one (1) year from the Effective Date, without obtaining the prior written consent of the other Party, shall not, nor shall any of such other Party’s Affiliates or Representatives who are provided with Confidential Information, directly or indirectly solicit for employment any employee of the other Party who became known to the hiring Party as a result of the discussions relating to the Purpose, or directly or indirectly induce any such employee of the other Party to terminate such employee’s employment with the other Party. The foregoing restriction does not apply to hiring an employee who responds to a general solicitation, not specifically directed at the other Party, in the public media of a job opening of either Party. |

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|  | 11. | In consideration of the Confidential Information of each Party being furnished to the other Party hereunder, for a period of one (1) year from the Effective Date, neither Party nor any of such Party’s Affiliates, nor any of such Party’s Representatives acting on its behalf or at its direction who are provided with Confidential Information, will, or will assist or knowingly encourage any third party to, in any manner, directly or indirectly, acting alone or in concert with others, unless in any such case without prior written consent of the other Party: |

(a)               make any public announcement with respect to, or submit any proposal for, a business combination transaction between the other Party or any of the other Party’s security holders and it (and/or any of its Affiliates) (including, without limitation, a merger, consolidation, reorganization, acquisition, disposition or exclusive license of all or substantially all of the assets or stock of the other Party or any of its Affiliates), whether or not any third parties are also involved, directly or indirectly, in such proposal or transaction, unless such proposal is directed and disclosed confidentially to the other Party’s management and its designated Representatives, and in the case of any such proposal from or involving parties in addition to, or other than, the Party, the other Party has given its advance written consent to the involvement of such additional or other parties;

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(b)               other than pursuant to a prior written agreement with the other Party, purchase, acquire or own, or offer to agree to purchase, acquire or own, directly or indirectly, any voting securities or direct or indirect rights (pursuant to an exchange, conversion, pledge or otherwise) or options to acquire any voting securities of the other Party, except that the other Party and/or its Affiliates may, in the aggregate, own beneficially or of record, directly or indirectly, up to one percent (1%) of the outstanding voting securities of the other Party;

(c)               make or in any way participate in, directly or indirectly, any “solicitation” of “proxies” (as such terms are defined or used in Regulation 14 under the Exchange Act) or become a participant in an election contest with respect to the other Party or seek to advise or influence any person with respect to the voting of any voting securities of the other Party;

(d)               execute any written consent in lieu of a meeting of holders of any class of securities of the other Party unless such written consent is solicited by the Board of Directors of the other Party;

(e)               initiate, propose or otherwise solicit shareholders for the approval of one or more shareholder proposals with respect to the other Party as described in Rule 14a-8 under the Exchange Act or induce or attempt to induce any other person to do so;

(f)                acquire or affect the control of the other Party or directly or indirectly form, join or participate in or encourage the formation of any “group” (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to ownership of securities of the other Party, or to acquire or affect control of the other Party;

(g)               call or seek to have called any meeting of the shareholders of the other Party;

(h)               seek election to or seek to place a representative on the Board of Directors of the other Party, seek the removal of any member of the Board of Directors of the other Party or otherwise seek to control the Board of Directors of the other Party;

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(i)                 request the other Party (or any of its officers, directors or Representatives), directly or indirectly, to amend or waive any provision of this Section 11 (including this clause (i));

(j)                 instigate, knowingly encourage, assist or render advice to or make any recommendation or proposal to any person or other entity to engage in any of the actions covered by clauses (a) through (h) of this Section 11, or render advice with respect to voting securities of the other Party; or

(k)               except to the extent required by law, make any public statement (or make available to any member of the news media any information) with respect to any of the matters covered by this Section 11, or with respect to the terms and conditions of, or any of the facts or discussions related to, this Agreement.

Notwithstanding the foregoing, a Party shall not be subject to any of the restrictions set forth in this Section 11 if: (x) the other Party shall have entered into, or publicly announced an agreement in principle or definitive agreement providing for (i) any direct or indirect acquisition or purchase of more than fifty percent (50%) of the voting securities of such other Party by any person or group; (ii) any direct or indirect purchase, acquisition or disposition of more than fifty percent (50%) of the consolidated assets of such other Party by any person or group; or (iii) any merger, consolidation, business combination, recapitalization or similar transaction involving such other Party pursuant to which, immediately following such transaction, any person (or the direct or indirect beneficial equityholders of such person) shall beneficially own more than fifty percent (50%) of the outstanding voting power of such other Party or of the surviving entity in such transaction; (y) any person or group shall have commenced an unsolicited tender offer or exchange offer that would result in any person or group beneficially owning (within the meaning of Section 13(d)(1) of the Exchange Act) more than fifty percent (50%) of the voting securities of such other Party and such other Party’s Board of Directors does not, within 10 business days from the date such tender or exchange offer is commenced, recommend that such other Party’s stockholders not tender their shares into such tender or exchange offer; or (z) the other Party otherwise shall have made a proposal which shall have become public to enter into any transaction described in the foregoing clause (x). If the restrictions set forth in this Section 11 cease to be applicable to a Party pursuant to the operation of the preceding sentence and such Party thereafter takes any action with respect to the other Party described in (a) through (k) of this Section 11, such other Party shall also cease to be subject to any of the restrictions set forth in this Section 11 and the Receiving Party’s obligations of non-use hereunder shall terminate with respect to the actions set forth in this Section 11 (for clarity, nothing in this sentence shall relieve either Party of its confidentiality obligations under this Agreement).

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|  | 12. | Unless and until a definitive agreement between the Parties with respect to the Purpose has been executed, this Agreement shall not impose upon either Party any obligation to enter into any relationship or further agreement with the other Party. All Confidential Information of each Party shall remain the property of such Party. Nothing herein shall be construed as granting to the Receiving Party hereto, by implication, estoppel or otherwise, any right, title or interest in, or any license under, any intellectual property right or any of the Disclosing Party’s Confidential Information, other than as specifically set forth herein. Each Party is aware that the other Party is actively engaged in a similar business and acknowledges that this Agreement is not intended and will not be construed to preclude its engagement in business activity not involving use of Confidential Information (including, without limitation, competitive activities of the nature in which such Party is currently engaged and competitive activities in new product area in which it may become engaged in the future), provided, of course, the Confidential Information is not used in violation of the terms of this Agreement. |

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|  | 13. | No failure or delay by a Party or any of its Representatives in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right hereunder. The confidentiality, non-use and other protective provisions set forth in this Agreement are intended to be in addition to, and expressly do not supplant or supersede, any state, federal, contractual or other statutory or common laws that afford protection to trade secrets and/or other intellectual property. This Agreement shall not be construed as an election of any remedies and each Party retains all rights available to it, whether pursuant to this Agreement, pursuant to such statutory and/or common laws, or otherwise. |

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|  | 14. | This Agreement constitutes the entire agreement of the Parties regarding the disclosure and use of Confidential Information covered under this Agreement, and shall not be modified by previous agreements between the Parties. In addition, this Agreement shall not amend, diminish, supplement or otherwise affect any previous agreements, if any, between the Parties with respect to the disclosure or use of information covered by such prior agreements. This Agreement may be changed only by a writing signed by both Parties and shall be binding and inure to the benefit of the Parties’ respective successors and assigns. |

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|  | 15. | In the event that any one or more of the provisions contained in this Agreement shall, for any reason, 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 provision 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. |

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|  | 16. | All notices required or permitted under this Agreement must be in writing and must be given by directing the notice to the address for the Party set forth in this Agreement or at such other address as a Party may specify in writing under this procedure. Notices to MED shall be marked “Attention: General Counsel.” Notices to FARMS shall be marked “Attention: General Counsel.” |

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|  | 17. | This Agreement may be executed in more than one counterpart and signature pages may be exchanged by facsimile or pdf. For purposes of this Agreement, a signed copy shall have the same force and effect as an original signed agreement. |

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|  | 18. | This Agreement shall be governed by the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement exclusively in the courts of the Chancery courts in the State of Delaware and the Federal courts of the United States of America located in the State of Delaware and irrevocably submits to the exclusive jurisdiction of such courts. |

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Acknowledged and agreed:

MEDICALLS, INC. LABFARM INTERNATIONAL, INC.

By: /s/ Rick Dworkin By: /s/ Maria Menendez

Name: Rick Dworkin Name: Maria Menendez

Title: EVP, General Counsel Title: General Counsel

**CONFI#11**

**Exhibit 10.1**

Date: **30 August 2023**

**Bernd Woller**

Via email: [\*\*\*]

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| **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.

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

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| Accepted and Agreed, |
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| Signature: */s/ Bernd Weller* |
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| 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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| MAIA Biotechnology, Inc. | | |
|  |  | |
| By: |  | /s/ Hermann Melville |
| Hermann Melville, MD, MBA | | |
| Chief Executive Officer and President | | |

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

**CONFI#12**

**Exhibit 10.1**

**CONSULTING AGREEMENT**

This Consulting Agreement (this “**Agreement**”) is entered into effective as of February 12, 2024, by and among Makiko Kanabe (the “**Consultant**”), Ridge Holdings, LLC, a Delaware limited liability company (“**Parent**”), and Whole Earth Brands, Inc., a Delaware corporation (the “**Company**” and collectively with Parent and the Consultant, the “**Parties**” and each, a “**Party**”).

**WHEREAS**, in connection with the closing of the transactions contemplated by that certain Agreement of Merger, dated February 12, 2024, by and among the Parent, the Company, and Bloom, LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent (the “**Merger Agreement**”), the Parties hereto desire that Consultant provide the Consulting Services (as defined below) to the Company on the terms and conditions set forth herein.

**WHEREAS,**the Consultant has agreed to advise on transition services and other matters to facilitate the orderly transition of the Company business to be acquired by Parent pursuant to the Merger Agreement (the “**Consulting Services**”).

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties agree hereto as follows:

**1.             CONSULTING SERVICES**

1.1             **Consulting Services**. The Company hereby appoints and retains the Consultant, on a non-exclusive basis, during the Initial Term (as defined below) to provide the Consulting Services from time to time as mutually agreed by the Company and the Consultant, and the Consultant agrees to provide the Consulting Services in a professional manner. The Consultant shall be reasonably available for phone or e-mail consultations as reasonably requested by the Company and as agreed to by Consultant from time to time. In providing the Consulting Services, the Consultant will have a consulting role only, shall not perform any management functions and is subject to Section 4.1 below.

1.2             **Remuneration**. In exchange for the Consulting Services, Consultant shall be entitled to receive a consulting fee equal to One Million Four Hundred Thousand Dollars ($1,400,000), which amount shall be paid on the Closing Date (as defined in the Merger Agreement). Consultant acknowledges and agrees that the Company will not make deductions from any amounts payable to Consultant for taxes.

1.3             **No Benefits; Taxes**. Consultant will not be eligible for any employee benefits, (nor does Consultant desire any of them) and expressly waives any entitlement to such benefits. All payroll and employment taxes, any other taxes or required payments, insurance, and benefits shall be the sole responsibility of Consultant. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement, and Consultant agrees to and acknowledges the obligation to pay all taxes, including without limitation all federal and state income tax, social security taxes and unemployment, disability insurance and workers’ compensation applicable to Consultant.

**2.             CONFIDENTIAL INFORMATION**

2.1             **Confidentiality Obligation**. The Consultant recognizes and agrees that any proprietary information is the sole and exclusive property of the Company and may only be used for the purpose of providing the Consulting Services hereunder for the benefit of the Company and that such Proprietary Information will be kept confidential by the Consultant; provided, however, that any such Proprietary Information may be disclosed (a) if specifically consented to in writing by the Company; or (b) if required by applicable law or by an order of a court of competent jurisdiction.

**3.             TERM**

3.1             **Term**. This Agreement shall continue for a term ending on the six-month anniversary of the Closing Date (the “**Initial Term**”). After the Initial Term, the Agreement will terminate unless renewal of the Agreement is agreed to in writing by the Parties.

3.2             **Effect of Termination**. Any termination of this Agreement, either pursuant to this Section or otherwise, will not affect the obligations under Section 2, which will survive such termination. Upon termination of this Agreement, the Consultant shall have no claim against the Company for damages or otherwise by reason of such termination. In the event of termination of this Agreement, the Consultant shall, prior to the effective date of the termination, deliver to the Company all books, records, or other information in its possession pertaining to the Company’s business.

**4.             GENERAL PROVISIONS**

4.1             **Relationship of Parties; Independent Contractor; No Partnership or Agency**. The relationship between the Company and the Consultant is that of independent contractor and nothing herein contained shall be interpreted so as to create a partnership or agency relationship between the Parties. Company does not and shall not control or direct the manner or means by which Consultant performs the Consulting Services according to this Agreement, including but not limited to, the time and place Consultant performs such Consulting Services. Nothing in this Agreement shall constitute an offer of employment. Consultant shall have no authority to act on behalf of the Company. Consultant will determine in good faith at any time during the Term whether performance of the Consulting Services will result in a conflict or potential conflict of interest with any organization or corporation where Consultant serves as an executive or director. Any failure to perform the Consulting Services due to a conflict or potential conflict of interest under this Section 4.1 shall not be considered a breach of this Agreement.

4.2             **Assignment**. No Party may assign any rights or delegate any obligations hereunder without the prior written consent of the other Parties.

4.3             **Entire Agreement**. This Agreement (including any amendments hereto) contains the entire agreement of the Parties hereto with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof.

4.4             **Governing Law; Severability; Venue.** This Agreement and the legal relations between the Parties will be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts executed in and to be performed in such State and without regard to conflicts of law doctrines unless certain matters are pre-empted by federal law. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, that provision shall be severed, and the remainder of this Agreement shall continue in full force and effect. Any dispute with respect to or in connection with this Agreement may only be litigated in a federal or state court located in Wilmington, Delaware and each of the Parties hereby agrees to the jurisdiction of any such court.

[remainder of page intentionally left blank]

-2-

**IN WITNESS WHEREOF,**this Consulting Agreement has been executed by the parties hereto effective as of the date first above written.

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| **CONSULTANT** |  |
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| /s/ Makiko Kanabe |  |
| Makiko Kanabe |  |

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| --- |
| **COMPANY** |

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| Overall BRANDS, INC. |

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| --- | --- | --- |
| By: | /s/ Elma Clerk |  |

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| --- | --- | --- |
|  | Name: | Elma Clerk |
|  | Title: | Co-Chief Executive Officer |

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| --- | --- |
| **PARENT** |  |

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| --- | --- |
| RIDGE HOLDINGS LLC |  |

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| --- | --- |
| By: BC Capital, LLC, its sole manager |  |

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| By: | /s/ Nan Francesco |  |

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|  | Name: | Nan Francesco |
|  | Title: | Chief Financial Officer |

**CONFI#13**

**EXHIBIT 10.1**

**SEPARATION AGREEMENT, EFFECTIVE MAY 10, 2022, BY AND BETWEEN ROAR BARN INC.**

**AND VICTOR URBANOV.**

March 31, 2022

Victor Urbanov

Dear Mr. Nichols:

This Separation Agreement and General Release (the “Agreement”) confirms the following understandings and agreements between ROAR BARN INC. (together with its affiliates, the “Company”) and Victor Urbanov (hereinafter referred to as “you” or “your”) regarding your separation of employment with the Company.

1.    (a)    Termination Date. Provided you: (i) sign this Agreement within twenty-one (21) days of receiving it on the date noted above; (ii) do not revoke your signature; (iii) comply with the terms of this Agreement (including the provision of the transition services described below); (iv) do not resign from employment prior to the date and time when the Company files its Quarterly Report on Form 10-Q for the First Fiscal Quarter 2022 (the “Filing Date”) and (v) are not earlier terminated by the Company due to your misconduct, your failure to perform the transition services described below, or otherwise for cause, as reasonably determined by the Company (collectively, “Disqualifying Events”), you shall remain a Company employee, subject to the terms set forth herein, through the Filing Date. Your last date of employment with the Company, whenever it occurs, shall be referred to herein as the “Termination Date.” The period from the date hereof through the Termination Date shall be referred to herein as the “Transition Period.” You will continue to be paid your regular base salary, less applicable taxes and withholdings, through the Termination Date. Whether or not you sign this letter, your final date of employment will be the Filing Date.

(b)Transition Period. During the Transition Period, you shall: (i) perform such duties and responsibilities as prescribed by the Chief Executive Officer of the Company or her delegate, which shall include your current duties and responsibilities until they are transitioned pursuant to the following clause (ii); (ii) assist the Company in the orderly transition of your current duties and responsibilities; (iii) cooperate in the effectuation of your removal as an authorized party on all bank accounts and other financial accounts; and (iv) perform other services as reasonably requested by the Company.  In addition, you will refrain from entering into any contracts or other agreements on behalf of the Company. Except to the extent it interferes with your ability to discharge the foregoing duties, based on the Company’s reasonable discretion, your primary place of employment will be a remote location of your choosing; provided that you agree to remain within the Houston vicinity during the Transition Period to permit work from the Company headquarters for certain days or periods of time upon request and reasonable notice by the Company. You further agree that you will devote your best efforts, skill and ability to promote the Company’s interests, perform your services hereunder and work with other employees of the Company and its affiliates in a competent and professional manner and generally promote the interests of the Company.  During the Transition Period, you shall remain eligible for any applicable Company benefits, subject to the terms and conditions of the applicable plans and programs.

(c)Resignation. If you resign prior to the Filing Date, you will not be entitled to the payments set forth in Section 2 below and your Termination Date will be effective as of such date of resignation.

(d)Health Coverage. Your medical, dental, and vision care coverage (the “Health Coverage”) will terminate on the last day of the month in which the Termination Date occurs**.**Thereafter, you will be provided an opportunity to continue Health Coverage for yourself and qualifying dependents under the Company’s group health plan in accordance with the Consolidated Omnibus Budget Reconciliation Act (“COBRA”). Specific information on COBRA, including its rate structure, will be forwarded to you separately. Your coverage and cost levels are subject to adjustment in accordance with the terms of the documents governing the program.

In the event you timely elect to continue the group health plan coverage you had  
in effect prior to the Termination Date pursuant to COBRA, the Company will reimburse you for your COBRA costs until the earlier of (i) six (6) months following the cessation of your active coverage as described above or (ii) the date you become eligible for coverage under another company’s group health plan (the “Subsidized COBRA Period”). You shall immediately provide written notice to the Company if you are offered or otherwise become eligible to receive group health coverage under another company’s group health plan during the Subsidized COBRA

Period. In order to be eligible for reimbursement, you must provide the Company with a reimbursement submission request along with receipt(s) reflecting your COBRA payment(s). Such reimbursements shall be processed in accordance with normal Company reimbursement practices and policies. After the Subsidized COBRA Period, you may continue COBRA coverage at your sole expense.

(e)No Remaining Benefits or Entitlements. Except as otherwise specifically set forth in this Agreement, after the Termination Date you shall no longer be entitled to any further compensation or any monies from the Company or any of its affiliates or to receive any of the benefits made available to you during your employment at the Company (including without limitation any Company equity award).

(f)Company Policies. You represent that, to the best of your knowledge, you have (i) fully complied with all Company policies and procedures (and all prior versions of such in effect during your employment) (the “Policies”) and (ii) not breached, or caused the Company to breach, any applicable law, rule, regulation, covenant or agreement in connection with Company business in any jurisdiction during the course of your employment. You further represent that you are not aware of any breach of any Policies, or any laws, rules, regulations, covenants or agreements applicable to the Company by any Company employee or entity and that you have previously reported any known or suspected breaches, in writing, to the Company’s General Counsel. For the avoidance of any doubt, you acknowledge that you are not aware of any misstatements in the Company’s financial statements not previously disclosed to the Company, nor are you aware of any activity, policy or practice of the Company that is in violation of a law, rule or regulation.

(g)Officer and Director Positions. To the extent you serve as an officer or director of any of the Company’s subsidiaries, you hereby acknowledge that you voluntarily and irrevocably resigned from all such positions effective as of the Termination Date or such earlier time as occurs during the Transition Period as directed in writing by the Chief Executive Officer or General Counsel of the Company acting at the direction of the Chief Executive Officer, and you hereby acknowledge that you voluntarily and irrevocably resigned from your role as Chief Financial Officer concurrently with the appointment of an interim or permanent Chief Financial Officer (it being understood and agreed that you remained an employee of the Company through the Termination Date as set forth in Section 1(b)). You agree to execute any and all documents and take any and all actions as may reasonably be requested by the Company to further effectuate your resignation as an officer and director of the Company or any of its subsidiaries during the Transition Period. You hereby agree that your execution of this Agreement shall be deemed your grant to the Company and its subsidiaries of a limited power of attorney to sign in your name and on your behalf documentation solely for the limited purpose of effectuating such resignations.

2.    Provided you (i) sign this Agreement and do not revoke your signature; (ii) are not terminated prior to the Filing Date for a Disqualifying Event; (iii) do not resign from employment prior to the Filing Date; (iv) comply with your obligations under this Agreement (including the provision of transition services); and (v) re-sign this Agreement as set forth in Section 15(b) below and do not revoke your signature, the Company will pay you the amount of $116,667.00 in discretionary transition pay, less all applicable withholding taxes and deductions. This transition payment will be paid to you in a lump sumno later than the second payroll period following the Re-Effective Date (as described in Section 17(b) below). In the event that you owe the Company any monies, you authorize the Company to offset any such amounts from the payment set forth in this Section 2(a).

3.    (a)    As used in this Agreement, the term “claims” shall include all claims, covenants, warranties, promises, undertakings, actions, suits, causes of action, obligations, debts, attorneys’ fees, accounts, judgments, losses and liabilities of whatsoever kind or nature, in law, equity or otherwise.

(b)    For and in consideration of the payments described in Section 2 above, and other good and valuable consideration, you, for and on behalf of yourself and your heirs, administrators, executors, and assigns, do fully and forever release, remise and discharge (“release”) the Company, its direct and indirect parents, subsidiaries and affiliates, together with its and their respective officers, directors, partners, shareholders, attorneys, employees and agents (collectively, the “Group”), from any and all claims which you had, may have had, or now have against the Company and the Group through the Effective Date of this Agreement, for or by reason of any matter, cause or thing whatsoever, whether known or unknown, including any claim arising out of or attributable to your employment or the termination of your employment with the Company, including but not limited to claims of breach of contract, wrongful termination, unjust dismissal, defamation, retaliation, libel or slander, or under any federal, state or local law dealing with discrimination based on age, race, sex, national origin, religion, disability or sexual preference. This release of claims includes, but is not limited to, all claims arising under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Equal Pay Act of 1963, the Civil Rights Act of 1991, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Texas Labor Code, the Texas Commission on Human Rights Act and all other federal, state and local labor and anti-discrimination laws, the common law and any other purported restriction on an

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employer’s right to terminate the employment of employees. Notwithstanding the foregoing, the release in this Agreement does not extend to those rights that cannot be waived as a matter of law.

(c)You specifically release all claims under the Age Discrimination in Employment Act (the “ADEA”) relating to your employment and its termination.

(d)You represent that you have not filed or permitted to be filed any legal action, charge or complaint, in any forum whatsoever, against any member of the Group, individually or collectively, and you covenant and agree that you will not file or permit to be filed any lawsuits at any time hereafter with respect to the subject matter of this Agreement and claims released pursuant to this Agreement (including, without limitation, any claims relating to the termination of your employment), except as may be necessary to enforce this Agreement or to seek a determination of the validity of the waiver of your rights under the ADEA. Nothing in this Agreement shall be construed to prohibit you from filing a charge with or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission or other government agency. Notwithstanding the foregoing, you agree to waive your right to recover monetary damages in any charge, complaint, or lawsuit filed by you or by anyone else on your behalf. Except as otherwise provided in this section, you will not voluntarily participate in any judicial proceeding of any nature or description against any member of the Group that in any way involves the allegations and facts that you could have raised against any member of the Group as of the Effective Date. You further agree that you will not encourage or voluntarily cooperate with current or former employees of the Group or any other potential plaintiff, to commence any legal action or make any claim against any of the Group in respect of such person’s employment or termination of employment with or by the Group or otherwise.

(e)You acknowledge and reaffirm that you remain bound by the existing non-solicitation, non-competition and other restrictive covenants between you and the Company or any of its affiliates as more particularly set forth in Exhibit A to your Offer Letter dated September 8, 2020.

4.You are specifically agreeing to the terms of this Agreement, including, without limitation, the release and related matters set forth in Section 3 because the Company has agreed to pay you money to which you were not otherwise entitled and has provided such other good and valuable consideration as specified herein. The Company has agreed to provide this money because of your agreement to accept it in full settlement of all possible claims you might have or ever had and because of your execution of this Agreement.

5.At any time upon the request of the Company during the Transition Period or, at the latest, upon the Termination Date, you agree that you will return to the Company all Company property (including without limitation your computer equipment and any physical or personal property belonging to the Company that you received, prepared, used, helped prepare, or otherwise had access to in connection with your employment with the Company). In addition, you will destroy, and will not retain, any excerpts, copies or reproductions of the items listed in the preceding sentence, whether in physical or electronic form, or any other Company property or Confidential Information in your possession, in physical, electronic or any other medium, upon the Termination Date (including if you discover such property of Confidential Information after the Termination Date).

6.You agree that in the course of your employment with the Company you have had access to and acquired Confidential Information. The term “Confidential Information” as used in this Agreement means (a) confidential information of the Company, including, without limitation, information received from third parties under confidential conditions, and (b) other technical, business or financial information or trade secrets or proprietary information (including, but not limited to, account records, confidential plans for the creation or disposition of products, product development plans, marketing strategies and financial data and plans), the use or disclosure of which would be contrary to the interests of the Company, its affiliates or related companies, or the Group. You understand and agree that such Confidential Information has been disclosed to you in confidence and for use only on behalf of the Company. You understand and agree that (i) you will not make use of Confidential Information on your own behalf, or on behalf of any third party and (ii) you will keep such Confidential Information confidential at all times after your employment with the Company, unless disclosure is required under compulsion of law. In the event you are required by compulsion of law to disclose Confidential Information, you shall promptly notify the General Counsel of the Company, following receipt of any order or other legal process requiring you to divulge Confidential Information, of such receipt and of the content of any testimony or information to be provided, and you shall (x) permit the Company a reasonable period of time to seek an appropriate protective order; (y) cooperate with the Company if it seeks a protective order or similar treatment; and (z) if applicable, not disclose any more information than is otherwise required. In addition, you remain bound by any confidentiality agreements between you and the Company or any of its affiliates.

7.Nothing in this Agreement shall be construed to (i) prohibit you from lawfully making reports to, communicating with, or filing a charge or complaint with any government agency or law enforcement entity regarding possible violations of federal law or regulation in accordance with the provisions and rules promulgated

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under Section 21F of the Securities and Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other express whistleblower protection provisions of state or federal law or regulation; (ii) require notification or prior approval by the Company of any reporting, communicating, or filing described in clause (i) hereof; or (iii) limit your right to receive an award for any reporting, providing any information, or filing described in clause (i) hereof. Furthermore, nothing in this Agreement prohibits you from disclosing a trade secret or other Confidential Information, provided that such disclosure is: (x) (1) made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (y) made in a complaint or other document filed in a lawsuit or other proceeding, provided that such filing is made under seal. Additionally, nothing in this Agreement prohibits you from disclosing a trade secret or other Confidential Information to your attorney in connection with the filing of a retaliation lawsuit for reporting a suspected violation of law, or from using a trade secret or other Confidential Information in such a lawsuit provided that you (A) file any document containing the trade secret or other Confidential Information under seal; and (B) do not disclose the trade secret or other Confidential Information, except pursuant to court order.

8.You shall cooperate fully with the Company and shall make yourself reasonably available to the Company to respond to requests by the Company concerning matters including, but not limited to, business items with which you had direct involvement in or knowledge of and any litigation, arbitration, regulatory proceeding or other similar process involving facts or events relating to the Company that may be within your knowledge.

9.You agree to maintain the confidentiality of this Agreement and its attachment, and to refrain from disclosing or making reference to their terms, except (i) as required by law; or (ii) with your accountant or attorney for the sole purposes of obtaining, respectively, financial or legal advice; or (iii) with your immediate family members (the parties in clauses (ii) and (iii), “Permissible Parties”); provided that the Permissible Parties agree to keep the terms and existence of this Agreement confidential. This prohibition does not apply to any filing or related communication with any federal, state, or local taxing authority or to compliance with any lawfully issued subpoena.

10.You agree that you shall not make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on the Company or any member of the Group. Notwithstanding the foregoing, nothing in this Agreement shall prevent you from disclosing truthful information to the extent requested or required by a court of competent jurisdiction or government agency or as required under applicable laws or regulations.

11.The Company shall be entitled to have the provisions of Sections 5, 6, 8, 9 and 10 of this Agreement specifically enforced through injunctive relief, without having to prove the adequacy of the available remedies at law, and without being required to post bond or security, it being acknowledged and agreed that such breach will cause irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company. Moreover, you understand and agree that if you breach any provisions of this Agreement, in addition to any other legal or equitable remedy the Company may have, the Company may cease and/or recover the payments under Section 2 hereof (except for $100) and you shall reimburse the Company for all its reasonable attorneys’ fees and costs incurred by it arising out of any such breach. The remedies set forth in this section shall not apply to any challenge to the validity of the waiver and release of your rights under the ADEA. In the event you challenge the validity of the waiver and release of your rights under the ADEA, then the Company’s right to attorneys’ fees and costs shall be governed by the ADEA, so that the Company may recover such fees and costs if the lawsuit is brought by you in bad faith. Any such action permitted to the Company by this section, however, will not affect or impair any of your obligations under this Agreement, including without limitation, the release of claims in Section 3 above.

12.In the event that any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby; provided, however, that if any court or arbitrator finds that the release of claims set forth herein is unlawful or unenforceable, or was not entered into knowingly and voluntarily, you agree to execute a release in a form satisfactory to the Company that is lawful and enforceable. Moreover, if any one or more of the provisions contained in this Agreement is held to be excessively broad as to duration, scope, activity or subject, such provisions will be construed by limiting and reducing them so as to be enforceable to the maximum extent compatible with applicable law.

13.Nothing herein shall be deemed to constitute an admission of wrongdoing by the Company or any member of the Group. Neither this Agreement nor any of its terms shall be used as an admission or introduced as evidence as to any issue of law or fact in any proceeding, suit or action, other than an action to enforce this Agreement.

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14.This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic and PDF copies of such executed counterparts may be used in lieu of the originals for any purpose.

15.(a)    The parties agree that, subject to Section 15(b) below and to the fullest extent permitted by law, any dispute, controversy or claim arising out of, relating to, or in connection with this Agreement shall be submitted to arbitration before a single arbitrator in Houston, TX in accordance with the applicable arbitration rules of the American Arbitration Association. The determination of the arbitrator shall be conclusive and binding on the Company (or its affiliates, where applicable) and you, and judgment may be entered on the arbitrator’s award in any court having jurisdiction. The arbitrator shall apply Texas law to the merits of any dispute or claims, without reference to the rules of conflicts of law applicable therein. You understand that by signing this Agreement, you agree to submit any claims arising out of, relating to, or in connection with this Agreement, or the interpretation, validity, construction, performance, or breach thereof, or your employment or the termination thereof, to binding arbitration, and that this arbitration provision constitutes a waiver of your right to a jury trial and relates to the resolution of all disputes relating to all aspects of the employer/employee relationship to the fullest extent permitted by law.

(b) This Agreement does not constitute an agreement to arbitrate claims on a collective or class basis. It is expressly agreed that, to the fullest extent permitted by law, no arbitrator shall have the authority to consider class or collective claims in connection with any claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved. You waive any right to assert any claim on a class or collective basis in any forum. Any issue concerning arbitrability of a particular issue or claim pursuant to this Agreement, and any issue concerning the validity or enforceability of the collective and class action waiver contained in this Agreement shall be decided by a court of a competent jurisdiction, and no arbitrator shall have any authority to consider or decide any issue concerning arbitrability of a particular issue or claim pursuant to this Agreement, concerning the validity or enforceability of the collective and class action waiver.

(c) Notwithstanding the foregoing, nothing herein shall preclude either party from seeking temporary or preliminary injunctive relief. The parties agree to submit to the exclusive jurisdiction of the United States District Court of the Southern District of Texas, or if that court lacks jurisdiction, in a state court located within the geographical boundaries thereof.

16.The terms of this Agreement and all rights and obligations of the parties thereto, including its enforcement, shall be interpreted and governed by the laws of the State of Texas, without regard to principles of conflicts of law.

17.(a)    YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND ITS ATTACHMENT IN THEIR ENTIRETY, FULLY UNDERSTAND THEIR MEANING AND ARE EXECUTING THIS AGREEMENT VOLUNTARILY AND OF YOUR OWN FREE WILL WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. YOU FURTHER ACKNOWLEDGE AND WARRANT THAT YOU HAVE HAD THE OPPORTUNITY TO CONSIDER FOR TWENTY-ONE (21) DAYS THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THAT YOU HAVE BEEN ADVISED BY THE COMPANY TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT. YOU MAY EXECUTE THIS AGREEMENT PRIOR TO THE CONCLUSION OF THE 21-DAY PERIOD, AND IF YOU ELECT TO DO SO, YOU ACKNOWLEDGE THAT YOU HAVE DONE SO VOLUNTARILY. AFTER SIGNING THIS AGREEMENT, YOU SHALL HAVE SEVEN (7) DAYS TO REVOKE IT BY INDICATING YOUR DESIRE TO DO SO IN A WRITING RECEIVED BY THE COMPANY NO LATER THAN THE SEVENTH (7TH) DAY FOLLOWING THE DATE YOU SIGN THIS AGREEMENT (“REVOCATION PERIOD”). ANY SUCH WRITTEN NOTICE SHALL BE SENT TO THE COMPANY TO THE ATTENTION OF NICHOLAS M. FOLEY (NFOLEY@DRIVESHACK.COM) VIA OVERNIGHT DELIVERY AND E-MAIL. THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE EIGHTH (8TH) DAY FOLLOWING YOUR EXECUTION OF IT, PROVIDED YOU DO NOT REVOKE IT DURING THE REVOCATION PERIOD (THE “EFFECTIVE DATE”). YOU AGREE THAT ANY CHANGES TO THIS AGREEMENT FROM THE TIME IT WAS FIRST OFFERED TO YOU, WHETHER MATERIAL OR IMMATERIAL, DO NOT RESTART THE RUNNING OF THE 21-DAY PERIOD.

        (b)    IN ORDER TO BE ENTITLED TO THE PAYMENTS SET FORTH IN SECTION 2 ABOVE, YOU MUST RE-EXECUTE THIS AGREEMENT ON OR AFTER THE FILING DATE. YOU WILL AGAIN HAVE THE OPPORTUNITY TO CONSIDER FOR TWENTY-ONE (21) DAYS WHETHER TO RE-EXECUTE THIS AGREEMENT, AND WILL AGAIN HAVE THE RIGHT TO REVOKE YOUR RE-EXECUTION FOR A PERIOD OF SEVEN (7) DAYS FOLLOWING YOUR RE-EXECUTION OF THIS AGREEMENT. IF YOU DO NOT REVOKE YOUR RE-EXECUTION, THE EIGHTH DAY AFTER YOUR RE-EXECUTION SHALL BE REFERRED TO AS THE RE-EFFECTIVE DATE. IF THIS AGREEMENT IS NOT

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RE-EXECUTED ON OR WITHIN TWENTY-ONE (21) DAYS AFTER THE TERMINATION DATE, OR YOU REVOKE YOUR RE-EXECUTION, THE COMPANY SHALL HAVE NO FURTHER OBLIGATIONS UNDER THIS AGREEMENT. THIS IN NO WAY AFFECTS YOUR PRIOR RELEASE OF CLAIMS UNDER THIS AGREEMENT. BY YOUR RE-EXECUTION OF THIS AGREEMENT, THE RELEASE SET FORTH IN SECTION 3 SHALL BE DEEMED TO COVER ANY CLAIMS WHICH YOU HAVE, MAY HAVE HAD, OR THEREAFTER MAY HAVE EXISTING OR OCCURRING AT ANY TIME ON OR BEFORE THE RE-EFFECTIVE DATE.

18.Except as otherwise provided herein, the terms contained in this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations, representations or agreements relating thereto, whether written or oral. In further consideration of this Agreement and notwithstanding anything herein to the contrary, you agree to abide by and hereby reaffirm any confidentiality and restrictive covenant obligations contained in any agreements you may have entered into or otherwise are bound by with the Company, the terms of which are hereby incorporated by reference. You represent that in executing this Agreement, you have not relied upon any representation or statement not set forth herein. No amendment or modification of this Agreement shall be valid or binding upon the parties unless in writing and signed by both parties.

19.The language used in this Agreement will be deemed to be language chosen by the parties to express their mutual intent, and no rule of law or contract interpretation that provides that in the case of ambiguity or uncertainty a provision should be construed against the drafting party will be applied against any party. The provisions of this Agreement shall be construed according to their fair meaning and neither for nor against any party irrespective of which party did cause such provisions to be drafted.

                            ROAR BARN INC.

                            By: /s/ Nicholas M. Foley

Mart Barnsen

GENERAL COUNSEL

Date: May 10, 2022

AGREED TO AND ACCEPTED BY:

VICTOR URBANOV

Date:

RE-EXECUTED BY:

/s/ Victor Urbanov

VICTOR URBANOV Date: May 10, 2022

CONFI#14

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.

**CONFI#15**

**Exhibit 10.1**

**Social Media / Web Marketing Agreement**

This Social Media and Marketing Agreement (the “Agreement”) is made and effective**March 10, 2014.**

|  |  |
| --- | --- |
| **BETWEEN:** | **Edina Vrotzlov**(the "Marketer / Developer"), is an individual located in British Columbia, Canada, with head office located at: |
|  |  |
|  | XXXXX |
|  | Canada |
|  |  |
| **AND:** | **Millson Corp.**(“Millson” the "Customer"), a corporation organized and existing under the laws of the British Columbia, Canada with its head office located at: |
|  |  |
|  | XXX |
|  | Vancouver BC |

|  |  |  |
| --- | --- | --- |
| **1.** | **BACKGROUND INFORMATION** | |
|  |  |  |
|  | A. | The Marketer / Developer is in the business of designing and marketing and has experience in Social Media, Media and Marketing. |
|  |  |  |
|  | B. | The Customer wishes to have a social media presence and to make such a presence available through the Internet. |
|  |  |  |
|  | C. | The customer, Millson Corp., is the current registered owner of the Internet domain name www.Millsonenergy.com which may be linked to social media related landing pages. |

NOW THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

|  |  |  |
| --- | --- | --- |
| **2.** | **CREATION AND MARKETING** | |
|  |  |  |
|  | **2.1** | **Engagement of Developer** |
|  |  |  |
|  | Customer hereby engages the services of the Developer / Marketer for the purpose of design, creating and marketing services. This includes but not limited to marketing services related to Social Media in Face Book and Twitter. In addition Developer / Marketer may arrange media related coverage. | |
|  |  |  |
|  | **2.2** | **Developer Created Content** |
|  |  |  |
|  |  | The Customer shall be responsible for delivering all Content. Social Media content will only be used from the Company’s Website. www.Millsonenergy.com or be approved by the Company President. |
|  |  |  |
|  | **2.3** | **Form of Delivery** |
|  |  |  |
|  | Social Media related groups will be provided to Millson. Some of the content sent out to social media members may also be provided to Millson or affiliated parties upon request. | |

|  |  |  |
| --- | --- | --- |
| **3.** | **COMPENSATION FOR DEVELOPMENT / MARKETING SERVICES** | |
|  |  |  |
|  | **3.1** | **Development / Marketing Fee** |
|  |  |  |
|  | In consideration of the services to be performed by the Developer / Marketer hereunder, Millson Corp. “The Customer” shall pay to Developer / Marketer a total fee (“Development Fee”) equal to $60,000 USD, which shall be payable entirely in restricted common stock as set forth in the Schedule of Payment referred to in Section 3.2, below. | |
|  |  |  |
|  | **3.2** | **Schedule of Payments** |
|  |  |  |
|  | Customer shall pay to Developer / Marketer, upon execution of this Agreement, an amount equivalent to $60,000.00 USD (payable as 150,000 restricted common shares priced at US$0.40 per share) as the complete advance payment for Developer / Marketers services provided for the one year term of this Agreement. | |

|  |  |
| --- | --- |
| **4.** | **PROPRIETARY RIGHTS TO WEBSITE** |

**Creation of Website As A Work For Hire**

The Developer / Marketer hereby agrees that all materials that are part of any direct Millson Social Media pages and that are created by the Developer, including but not limited to content, text, graphics, and logos, are property of Millson.

|  |  |
| --- | --- |
| **5.** | **DEVELOPER REPRESENTATIONS AND WARRANTIES** |

Developer makes the following representations and warranties to the Customer:

**Sole and exclusive creator**

Developer / Marketer will be the sole and exclusive creator of the Social Media Content and has not created any such materials as a joint work with any other party, through independent contractors, or in any other way that would give any other party any rights in and to the Content.

|  |  |  |
| --- | --- | --- |
| **6.** | **CONFIDENTIALITY COVENANTS** | |
|  |  |  |
|  | A. | The parties acknowledge and agree that during the course of the relationship contemplated hereby that they are likely to come into contact and gain knowledge and access to information and materials that the other party deems to be confidential, proprietary or of strategic importance. The parties each agree that they shall maintain the strictest confidentiality of all such materials that they receive concerning the other party hereto. They shall not disclose such confidential information to any other party, shall not use such confidential information for their own purposes, and they shall protect such confidential information from disclose using the same or higher standards as they use to protect their own confidential information. |
|  |  |  |
|  | B. | The parties agree that confidential information shall be limited to disclosure within the organization of the recipient to those top management personnel and developers with a bona fide need to know such information as a necessary part of their contribution to the performance under this Agreement. |
|  |  |  |
|  | C. | For purposes of this Agreement, confidential information shall include any and all information that is of a proprietary, confidential or trade secret nature, of strategic importance, or is otherwise considered to be confidential or proprietary by the releasing party. |

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| **7.** | **TERM AND TERMINATION** |

This Agreement shall commence on the effective date hereof and shall remain in effect for one year thereafter “The Term”.

|  |  |
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| **8.** | **INDEPENDENT CONTRACTOR STATUS** |

The parties agree that Developer / Marketer shall be an independent contractor and not an agent, employee or representative of Customer. Millson shall have no right to direct or control the details of the Developer’s work. Developer shall not receive any fringe benefits or other perquisites that the Customer may provide to its employees and Developer agrees to be responsible for its own business overhead and costs of doing business and to furnish (or reimburse Customer for) all tools and materials necessary to accomplish the services required of the Developer pursuant to this agreement.

|  |  |
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| **9.** | **GOVERNING LAW** |

In interpreting the terms of this Agreement, the parties agree that the laws of British Columbia of shall be applicable. All suits permitted to be brought in any court shall be in Vancouver, BC, Canada.

|  |  |
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| **10.** | **ENTIRE AGREEMENT** |

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supercedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorized representatives of the parties. If any provisions hereof is deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability of effectiveness of the remainder of the Agreement shall not be effected and this Agreement shall be enforceable without reference to the unenforceable provision. No party’s waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.

|  |  |
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| **11.** | **TIME OF THE ESSENCE** |

Both Parties recognize that time is of the essence in this Agreement and that the failure to develop / create and deliver the deliverables hereunder in accordance with the Delivery Schedule shall result in expense and irreparable damage to the Customer.

|  |  |
| --- | --- |
| **12.** | **FORCE MAJEURE** |

Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any act of God, fire, natural disaster, act of government, strikes or labor disputes, inability to provide raw materials, power or supplies, or any other act or condition beyond the reasonable control of the party in question.

|  |  |
| --- | --- |
| **13.** | **PARTIAL INVALIDITY** |

Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

|  |  |
| --- | --- |
| **14.** | **NO WAIVER** |

The failure of either Party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.

|  |  |
| --- | --- |
| **15.** | **HEADINGS** |

The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

|  |  |
| --- | --- |
| **16.** | **COUNTERPARTS** |

This Agreement may be executed in counterparts, and each of which shall be deemed an original and all of which together shall constitute one and the same document

IN WITNESS WHEREOF, the parties hereto have duly entered and executed this Agreement as of the day and year first above written and represent and warrant that the party executing this Agreement on their behalf is duly authorized.

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| EDINA VROTZLOV - DEVELOPER / MARKETER |  | MILLSON CORP / CUSTOMER |
|  |  |  |
| Authorized Signature |  | Authorized Signature |
| EDINA VROTZLOV |  | Hodor Magyar |
|  |  | PRESIDENT and CEO |

**CONFI#16**

**EXHIBIT 10.4**

**EMPLOYMENT AGREEMENT  
Between Squirrel Technologies, Inc.  
and  
NOORA SAEED**

**THIS AGREEMENT** made effective as of the 4th day of November, 2003, by and between Squirrel Technologies, Inc., a Nevada Corporation with a principal place of business at XXXX, Connecticut (hereafter "Squirrel" or the "Company"), and Noora Saeed (hereafter "Employee").

**RECITALS:**

**WHEREAS**, Squirrel is currently engaged in the business of designing, developing, marketing, managing and operating proprietary devices, equipment, and technologies utilizing the inventions covered by United States Letters Patent 6,037,860 and 6,455,903 and relating to the field of tree safety and may in the future expand its activities in any field of endeavor (the "Business");

**WHEREAS**, Squirrel desires to continue to employ Employee to provide certain services related to the development and operation of the Business; and

**WHEREAS**, Employee desires to continue to render such services.

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

|  |  |  |
| --- | --- | --- |
| 1. | Employment. | |
|  | (a) | Squirrel hereby employs Employee as an Executive Vice President and its Technical Director to create, improve, develop, research, enhance, direct, control and supervise the technical content and development of the Company's Business, which duties shall include supervising, overseeing, evaluating and directing the technical activities of the Company's contractors and sub-contractors. During the Term of this Agreement, Employee will be responsible to report to the President of the Company. |
|  | (b) | The Employee hereby accepts such appointment subject to the provisions and conditions of this Agreement. |
| 2. | Duration of Agreement. The initial term of this Agreement shall extend for a period of two (2) years if not sooner terminated pursuant to Section 6 below. The parties may agree by written amendment to continue this Agreement after the date of termination of such initial term on a year to year basis. The initial two-year term of this Agreement, together with any one-year continuation periods, is referred to as the "Term" of this Agreement. | |

|  |  |
| --- | --- |
| 3. | Employee's Duties. The Employee shall devote so much of his time and attention to the affairs of the Company as are necessary to effectively carry out his assigned duties and recognizes that his first priority and duty in the utilization of his time shall be performing his functions for the Company; provided, however, that the parties agree that the Employee's time commitment to the affairs of the Company pursuant to this Agreement shall be no greater than the time commitment of any other executive officer of the Company. Other than the Morlock Saeed Technologies, LLC explained in this section, the Morlock and Saeed Partnership, and Saeed Science and Technology, Ltd., Employee represents that he has no other business relationship or duty to provide services to any other entity. Nothing in this Agreement shall restrict Employee, however, from expending his personal time on his own ventures or investments so long as: (i) such activities are consistent with the Employee's duties with the Company; (ii) such activities and time commitments do not impair the effective performance of his duties for the Company; (iii) such activities do not, directly or indirectly, compete with the Business of the Company; and (iv) Employee discloses such activities to the Company.  Without limiting the foregoing, it is understood and agreed that Employee is currently a member, but not an employee, of Morlock Saeed Technologies, LLC and a partner in the Morlock and Saeed Partnership and that Employee's activities in relation to Morlock Saeed Technologies, LLC and the Morlock and Saeed Partnership currently are limited to developing a parametric, ultra wide band sounder technology (also known as "NORK") and a nuclear reactor fail-safe system (known as "MELT"). These technologies are more fully described in Exhibit A to this Agreement. Employee represents and warrants that Saeed Science and Technology, Ltd. is a Maryland business corporation, of which Employee is the sole shareholder, that was formed prior to Employee's founding of the Company. Employee further represents and warrants that there are no written agreements between Employee and Morlock Saeed Technologies, LLC, and that, to the best of Employee's knowledge, all written agreements between Employee and the Morlock and Saeed Partnership are attached in Exhibit B to this Agreement. Employee further represents and warrants that his time commitments to Morlock Saeed Technologies, LLC, the Morlock and Saeed Partnership, and/or Saeed Science and Technology, Ltd. do not impair the effective performance of his duties for the Company pursuant to this Agreement and that Employee does not intend for such time commitments to exceed on average twenty hours per month. Employee understands that these hours will not be included or reported in his work reports to the Company. It is further understood and agreed that the Employee's activities with Morlock Saeed Technologies, LLC and the Morlock and Saeed Partnership and the development of the NORK and MELT technologies and resulting products: (i) are consistent with the Employee's duties with the Company within the meaning of this Agreement; (ii) do not, directly or indirectly, compete with the Business of the Company within the meaning of this Agreement; and (iii) have been disclosed to the Company within the meaning of this Agreement.  In consideration of the Employee's execution of this Agreement, the Company will agree to refrain from initiating litigation against the Employee, Saeed Science and Technology, Ltd., the Morlock and Saeed Partnership and/or Morlock Saeed Technologies, LLC with respect to the foregoing. This release from litigation will not extend however to any individual other than the Employee. |

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| 4. | Company's Duties. | | |
|  | (a) | The Company shall: | |
|  |  | (i) | Compensate Employee as set forth in Section 5 below. |
|  |  | (ii) | Furnish the Employee with a suitable private office, and such equipment, supplies, instruments, and clerical and staff support as are reasonable and necessary to fulfill his responsibilities as set forth in this Agreement. |
|  |  | (iii) | Furnish the Employee with such data, materials, documents and other information as are reasonable and necessary to fulfill his responsibilities and duties as set forth in this Agreement. |
|  |  | (iv) | Reimburse the Employee for all reasonable out of pocket business expenses he incurs to fulfill the terms of this Agreement, approved by the Company in accordance with its policies, rules, standards, and/or procedures governing such expenses, including without limitation, those for travel, lodging, food, telephone, facsimile and other electronic voice or data transmissions. The Employee shall submit periodic reports of such expenses on forms with supporting documentation as the Company shall prescribe for its executive Employees and Company shall pay such reimbursement within thirty (30) days of such submissions. |
|  |  | (v) | Reimburse or pay directly the leasing and insurance expenses of the automobile currently leased by Employee, or its equivalent. |
|  | (b) | The Company, upon approval of the Board of Directors, may pay additional compensation to members of the management, including the Board of Directors beyond that amount set forth in Sections 5(a) and 5(b) below. The Board may approve such additional compensation if it views such additional compensation to be in the best interest of, and fair to the Company. Such additional compensation may be in the form of, without limitation, stock options, warrants, or performance bonuses. | |
| 5. | Compensation. | | |
|  | (a) | The Company shall pay Employee, at a minimum, a base annual salary of $150,000 ("Base Compensation") each year of this Agreement. Compensation shall be paid in equal monthly installments payable on the last day of each month, except as the parties may agree to another installment practice with consent of Board of Directors from time to time. There shall be no adjustment for cost of living increases or Consumer Price Index increases. | |

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|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | (b) | Employee shall be eligible to participate in coverage under the Company's employee and insurance plans or programs and other employee benefit plan or programs, if any, at least equal to the coverage provided to other full-time executives of Squirrel, including an annual allowance of up to $7,200 payable monthly to cover the costs of individual medical insurance premiums and/or medical costs and expenses. | | |
|  | (c) | Employee may be paid additional compensation (as a member of management and/or the Board of Directors) as the Board may approve from time to time pursuant to Section 4(b) above. | | |
|  | (d) | Employee shall be entitled to four (4) weeks of paid vacation per year. | | |
| 6. | Termination. | | | |
|  | (a) | The Term of this Agreement shall end on the date of the first of the following events to occur: | | |
|  |  | (i) | Close of business two (2) years to the date following the Effective Date, unless continued pursuant to Section 2. | |
|  |  | (ii) | The Board of Director's receipt of written notice of the Employee's resignation. | |
|  |  | (iii) | The date on which the Employee shall have received written notice from the Board of Directors of the Company that it has decided to terminate his employment for cause, which notice shall specify the nature of such cause. For purposes of this subsection, "cause" shall mean any of the following: | |
|  |  |  | (A) | The material breach of any term of this Agreement. |
|  |  |  | (B) | The repeated, deliberate or intentional failure, refusal, or the habitual neglect of the Employee to perform his duties under this Agreement which has a material adverse effect on the Company (except by reason of short term or long term disability); provided, however, that the Employee is given thirty (30) days written notice and the opportunity to cure within such thirty (30) days such failure, refusal or neglect. |
|  |  |  | (C) | Acts constituting gross negligence in the performance of his duties under this Agreement; provided, however, that the Employee is given thirty (30) days written notice and the opportunity to cure within such thirty (30) days such acts. |
|  |  |  | (D) | An act of dishonesty by the Employee intended to result in gain or personal enrichment of the Employee at the Company's expense. |

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| --- | --- | --- | --- | --- |
|  |  |  | (E) | In the event that the Employee is unable for a period of one hundred eighty (180) consecutive days to substantially perform his duties under this Agreement by reason of illness or incapacity, the thirtieth (30th) day after the date on which Employee shall have received written notice from the Board of Directors of the Company that it has decided to terminate his employment because of such disability. |
|  |  |  | (F) | Death of the Employee. |
|  | (b) | Termination of the Employee's employment pursuant to Section 6(a) shall not affect Employee's obligation under Sections 7 (Confidentiality), 8 (Restrictive Covenants), and 10 (Inventions), or the provisions of Section 11. | | |
|  | (c) | The Company may terminate the Employee's employment at any time without cause, effective upon the Employee's receipt of written notice of such termination. In the event of termination without cause, the Company will continue to pay the Employee an amount equal to his pay for twelve months at the rate set forth in Section 5(a) (twelve months salary), or the amount equal to his pay for the number of monthly installments remaining in the then-current Term of this Agreement, whichever is greater. For each month of salary payable under this Section 6(c), the Company will also continue to pay the corresponding amount of the allowance provided for in Section 5(b). | | |
| 7. | Confidentiality. | | | |
|  | (a) | The Employee may now and in the future have access to, and may be given information with respect to the Company's special business techniques, concepts, designs, drawings, ideas, models, inventions, molds, forms, software programs, other intangible work product and tangible deliverables, patents, copyrights, trade secrets, other intellectual property, systems, know-how, financial, accounting and production policies, procedures, records and infrastructure, lists of customers, and all other information regarding manufacture, implementation or distribution of the Company's products, plans and technology (the "Confidential Information) that are a part of or used in the Business of the Company and its wholly-owned subsidiaries or common-control affiliates (the "Protected Party"), which is not generally known to the public and gives the Protected Party an advantage over its respective competitors who do not know or use the Confidential Information. | | |
|  | (b) | The Employee agrees to hold all such Confidential Information in trust and confidence for the use and benefit solely of the Company. | | |
|  | (c) | The Employee agrees to refrain from divulging or disclosing any Confidential Information to others and from using such Confidential Information, except for the benefit of the Company. | | |

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|  | (d) | Upon the Employee's termination (for any reason), the Employee shall deliver, or cause to be delivered in the case of termination because of incapacity, to the Company all documents and data of any nature pertaining to his work with the Company and shall not keep any documents or data of any description or any reproduction of any description containing or pertaining to any Confidential Information. |
|  | (e) | The confidentiality provisions of this Section 7 are not intended to supersede the applicable provisions of the Uniform Trade Secrets Act, to the fullest extent applicable. |
|  | (f) | During the Term hereof, and thereafter, the Employee shall not disclose such Confidential Information to any person, firm, association, or other entity for any reason or purpose whatsoever, unless such information has become publicly available or unless the Employee is required to disclose it by judicial process. The Employee shall notify the Company in writing of such judicial process prior to disclosure, and allow the Company a reasonable opportunity to defend and protect its rights therein. |
| 8. | Restrictive Covenants. | |
|  | (a) | For a period of twelve (12) months after the expiration or termination of this Agreement for any reason whatsoever, the Employee shall not, directly or indirectly, engage in activities for, nor render services (similar or reasonably related to those in which the Employee shall have rendered to the Company) to, any person, entity, firm, business organization which directly or indirectly competes with the Business of the Company to the extent and insofar as such competition is based on or exploits the Confidential Information or Inventions of the Company as defined in Sections 7 and 10, respectively, whether now existing or hereafter established. |
|  | (b) | For a period of twelve (12) months after the expiration or termination of this Agreement for any reason whatsoever, the Employee shall not, directly or indirectly, solicit the Company's employees or independent contractors to leave their employ or terminate their contracts with the Company. |
|  | (c) | Upon the Employee's written request to the Company specifying the activities proposed to be conducted by the Employee, the Company may in its discretion give the Employee written approval(s) to personally engage in any activity or render services referred to in Subsection (a) upon receipt of written assurances (satisfactory to the Company) from the Employee that the provisions of this Section will not in any way be violated by such activities. |
| 9. | Warranty Against Prior Existing Restriction. The Employee represents and warrants to the Company that, upon execution of this Agreement by him and the Company, he is not a party to any agreement containing a non-competition clause or other restriction with respect to: (a) the services which he is required to perform hereunder; or (b) the use or disclosure of any information directly or indirectly related to the Company Business, or to the services he is required to render pursuant hereto. | |
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| 10. | Inventions. | |
|  | (a) | The Employee agrees to promptly disclose to the Company, or any persons designated by it, all improvements, inventions, formulae, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by the Employee, either alone or jointly with others, during the period of the Employee's employment that are directly related to the Business of the Company, or result from tasks assigned to the Employee by the Company, or result from use or premises owned, leased or contracted for by the Company; provided, however, that the parties understand and agree that the Employee's use of any part of his home shall not be considered, or deemed to be, a "use of premises owned, leased or contracted for by the Company" within the meaning of this Agreement (all said improvements, inventions, formulae, processes, techniques, know-how and data shall be collectively hereinafter called "Inventions"). |
|  | (b) | All Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents and other rights in connection therewith. The Employee hereby assigns to the Company any rights he may have or acquire in all Inventions. The Employee further agrees as to all Inventions to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights, trademarks, and other rights and protections and enforcing the same, as the Company may desire, together with any assignments thereof to the Company or persons designated by it. The Employee's obligation to assist the Company in obtaining and enforcing patents, copyrights, trademarks and other rights and protections relating to the Inventions in any and all countries shall continue beyond the termination of the Employee's employment, but the Company shall compensate the Employee at a reasonable rate after such termination for time actually spent by Employee at the Company's request on such assistance. |
|  | (c) | The parties understand and agree that the Company has no right or claim of right to any improvement, invention, formula, process, technique, know how or data made or conceived or reduced to practice or learned by the Employee prior to his employment with the Company or in connection with his pursuit of his own ventures pursuant to Section 3 hereof, including, without limitation, the NORK and MELT technologies. Further, the Company makes no claim to any intellectual property or product which is developed or invented by the Employee and not useful in or unrelated to the Company's Business, provided such intellectual property or product does not violate any terms of Section 7 (Confidentiality). |

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|  | (d) | If in the future the Company expresses interest in any intellectual property or product within the scope of Section 10(c), other than the NORK and MELT technologies, the Employee Saeed agrees to use her best efforts to negotiate a licensing agreement with the Company for such intellectual property or product on such terms as may be mutually agreeable to the parties, provided that the Employee possesses the right to grant such a license. If in the future the Company expresses interest in the NORK or MELT technologies, the Employee Saeed agrees to use her best efforts to explore a licensing agreement between the owner of the technology and the Company. |
| 11. | Stock Ownership Issues. The Employee holds approximately 1,300,000 shares (prior to giving effect to the recent reverse stock split) of the Company's Common Stock. The Company acknowledges that, given the Employee's age and financial planning needs, the Employee intends to begin liquidating such shares and diversifying his investment portfolio. To that end, the Employee is unwilling to enter into this Agreement unless the Employee receives assurances that the Company will cooperate in his efforts to begin liquidating such shares, subject to any lock-up agreement to which the Employee may be a party. Therefore, the Company agrees to assist and cooperate with the Employee in adopting a written plan, the development of which shall be at the Company's expense, for trading shares of the Company's Common Stock under Rule 10b5-1 adopted pursuant to the Securities Exchange Act of 1934, as amended (the "Plan"), such Plan to be in effect for so long as the Employee is deemed an affiliate of the Company. The Employee intends for the Plan to provide in general that so long as the price per share of the Company's Common Stock is at a minimum trading price (as adjusted for future stock splits, stock combinations, etc.), the Employee will sell (through a broker mutually acceptable to the Company and the Employee) shares of Common Stock on a monthly basis, such that the Employee sells in each 3 month period up to the maximum number of shares that Employee is permitted to sell under the volume restrictions imposed on the Employee by Rule 144 adopted pursuant to the Securities Act of 1933, as amended. Without limiting the generality of the foregoing, the Company will make appropriate changes or exceptions to any insider trading policy so as to permit the sale of the Employee's shares pursuant to the Plan. The Company also agrees that in the event that the Employee is not otherwise deemed an affiliate for purposes of Rule 144, the fact that the Employee holds shares of Common Stock representing less than 5% of the Company's outstanding Common Stock, in and of itself, shall not be treated by the Company as causing the Employee to be an affiliate for such purposes. | |
| 12. | Lock-Up Agreement. The Employee is a holder of shares of common stock of the Company ("Common Stock"). The Employee understands that the Company has conducted a public offering of Units, each Unit consisting of two shares of Common Stock and one Warrant to purchase one share of Common Stock, in an offering to be managed by The Itchiban Group, Inc. (the "Underwriter"), as described in a registration statement filed with the Securities and Exchange Commission (the "SEC") (such registration statement, as may be amended, is referred to herein as the "Registration Statement"). The Employee hereby agrees as follows, provided this Agreement has not been terminated and the Employee remains employed by the Company: | |

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|  | (a) | During the period commencing on the date the Registration Statement is declared effective by the SEC (the "Effective Date") and ending on April 28, 2005 (such period herein referred to as the "Lock-Up Period"), the Employee will not, directly or indirectly, through an "affiliate", "associate" (as such terms are defined in the General Rules and Regulations under the Securities Act of 1933, as amended (the "Securities Act")), a family member or otherwise, offer, sell, pledge, hypothecate, grant an option for sale or otherwise dispose of, or transfer or grant any rights with respect thereto in any manner (either privately or publicly pursuant to Rule 144 of the General Rules and Regulations under the Securities Act, or otherwise) any shares of Common Stock of the Company or any other securities of the Company, including but not limited to any securities convertible or exchangeable into shares of Common Stock of the Company or options or rights to acquire Common Stock of the Company directly or indirectly owned or controlled by the Employee on the date hereof or hereafter acquired by the Employee pursuant to a stock split, stock dividend, recapitalization or similar transaction or otherwise acquired by the Employee in a private transaction (the "Securities"), or enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Common Stock or other securities, whether any such swap or transaction is to be settled by delivery of Common Stock or other securities, in cash or otherwise, during the Lock-Up Period, without the Underwriter's prior written consent; provided, however, that (A) such Securities may be sold or otherwise transferred in a private transaction during the Lock-Up Period so long as the acquirer of the Securities, by written agreement with the Company entered into at the time of acquisition and delivered to the Underwriter prior to the consummation of such acquisition, agrees to be bound by the terms of this agreement and (B) such Securities may be sold or otherwise transferred through intra-family transfers or transfers to trusts for estate planning purposes during the Lock-Up Period without the Company's consent so long as the acquirer of the Securities, by written agreement with the Company entered into at the time of acquisition and delivered to the Company prior to the consummation of such acquisition, agrees to be bound by the terms of this agreement. |
|  | (b) | The Employee hereby agrees to not exercise any registration rights relating to any Securities until after termination of the Lock-Up Period, without the prior written consent of the Company. |
|  | (c) | The Employee hereby agrees to the placement of a legend on the certificates representing the Securities to indicate the restrictions on resale of the Securities imposed by this agreement and/or the entry of stop transfer orders with the transfer agent and the registrar of the Company's securities against the transfer of the Securities except in compliance with this agreement. |

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| 13. | | Severability. 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 policy of each jurisdiction in which enforcement is sought. Accordingly, if any particular provision, section, or subsection of this Agreement is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Agreement, including any other provision, section, or subsection. In addition, if any one or more of the provisions contained in this Agreement shall for any reason be held to excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear. Each provision, section, and subsection of this Agreement is declared to be separable from every other provision, section, and subsection and constitutes a separate and distinct covenant. | |
| 14. | | Mediation and Arbitration. If a dispute arises concerning any aspect of the Employee's relationship with the Company, including, without limitation, any aspect of this Agreement or the respective rights and obligations of the parties hereunder, and if the dispute cannot be settled through negotiation within thirty (30) days notice of such dispute, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. Any such dispute that cannot be settled through mediation shall be settled by a panel of three arbitrators in an arbitration administered by the American Arbitration Association under its National Rules for Resolution of Employment Disputes, and judgment upon the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Any mediation shall take place in the City of Hartford, Connecticut, USA, and all costs and expenses of such mediation and/or arbitration shall be allocated and paid in accordance with the American Arbitration Association's National Rules for Resolution of Employment Disputes in effect on the date of this Agreement. At the discretion of the arbitration panel, attorneys' fees may be awarded to the prevailing party. | |
| 15. | | Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations, or warranties not set forth herein. | |
| 16. | | Notices. All notices or other documents under this Agreement shall be in writing and delivered personally or mailed by certified mail, return receipt requested postage prepaid, addressed to the Company or Employee at their last known addresses. Addresses are as follows: | |
|  | If to Company: | | Squirrel Technologies, Inc.  Connecticut 06341 |
|  | If to Employee | | Noora Saeed, MD 21223 |
| 17. | | Non-waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. | |

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| 18. | Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions. |
| 19. | Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut. |
| 20. | 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. |
| 21. | Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns. |
| 22. | Remedies. The parties agree that, notwithstanding the rights and remedies available pursuant to Section 14 (Mediation and Arbitration), either party retains the right under appropriate circumstances to petition a court of competent jurisdiction for injunctive relief. |
| 23. | Attorney's Fees. In the event litigation arises out of any aspects of this Agreement or concerning the respective rights and obligations of the parties hereunder, the prevailing party in such litigation shall be entitled to recover its costs and expenses, including reasonable attorney's fees. |
| 24. | Prohibition Against Assignment. The Employee Saeed, for herself and on behalf of her successors, heirs, executors, administrators, and any person or persons claiming under him by virtue hereof, that this Agreement and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to the terms hereof, shall be null and void. |

**IN WITNESS WHEREOF**, the parties have on the dates indicated set forthwith their signature and seal on the dates indicated.

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|  | **For Company:** Squirrel Technologies, Inc. |
|  | By: Maura B. Bland Its President |

For Employee: NS

**CONFI#17**

Exhibit 10(JJ)

LP CORPORATION

NON-COMPETITION, NON-SOLICITATION &

CONFIDENTIALITY AGREEMENT FOR EQUITY PLAN PARTICIPANTS

As a condition of the undersigned employee (“Employee”) choosing to accept an offer of the opportunity to participate in the L.P. Corporation 1996 Stock Compensation Plan (as amended) (the “Plan”), which participation is not mandatory and is not a condition or term of Employee’s employment, and in consideration of the value of such Plan participation, including the potential for Plan participation to provide substantial financial benefits, Employee enters into this Non-Competition, Non-Solicitation & Confidentiality Agreement for Equity Plan Participants (the “Agreement”) with LP CORPORATION, and its affiliates, subsidiaries, successors, assigns, or related companies or entities, including but not limited to LP OUTDOOR, LLC and LP SERVICES, LLC (collectively the “Company”), the undersigned employee (“Employee”), and hereby (a) acknowledges the adequacy and sufficiency of such consideration, (b) acknowledges that Employee’s participation in the Plan is strictly voluntary and not in any way a condition of Employee’s initial or ongoing employment with the Company, and (c) represents and warrants that Employee intends to be legally bound by the terms of this Agreement.

**1.    Confidentiality,** **Non-Disclosure and Non-Use Obligations.**

(a) Employee agrees that all records and Confidential Information (as defined below) obtained by Employee as a result of Employee’s employment with the Company, whether original, duplicated, computerized, memorized, handwritten, or in any other form, and all information contained therein or derived therefrom, are confidential and the sole and exclusive property of the Company.

    (b)    During Employee’s employment and thereafter, Employee will not use Confidential Information or remove Confidential Information nor any other records or information belonging to the Company from the premises or computer systems of the Company except for the sole purpose of conducting business on behalf of the Company.

    (c)    Employee further agrees that during Employee’s employment and thereafter, Employee will not, without express consent of the Company, divulge or disclose Confidential Information to any third party other than for the purposes of performing Employee’s job duties with the Company, and under no circumstances will Employee reveal or permit this information to become known by any competitor of the Company.

    (d)    Employee will promptly notify the Company if Employee becomes aware of or suspects any unauthorized use or disclosure of Confidential Information by Employee or anyone else, whether intentional or accidental.

    (e)    Employee agrees that upon termination of Employee’s employment with the Company or at the request of the Company at any time, Employee will immediately deliver to the Company all Confidential Information and other property of the Company, including without limitation all equipment owned or leased by the Company, and all documents, information, records, materials, and all copies thereof in any form (including data or copies contained on hard drives or other computer or electronic storage media), that are related in any way to the Company or its business, or which are otherwise referred to in this Paragraph 1.

    (f)    Employee understands that nothing contained in this Agreement restricts or limits Employee’s right to discuss Employee’s employment or report possible violations of law or regulation with the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Securities and Exchange Commission, or other federal government agency or similar state or local agency, or Employee’s right to discuss the terms and conditions of Employee’s 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. Moreover, notwithstanding anything to the contrary in this Agreement, pursuant to United States federal law as set forth in 18 USC Section 1833(b), Employee understands that Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of any Confidential Information that is a trade secret that is made: (1) confidentially 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) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose such trade secret to Employee’s attorney and use the trade secret information in related court proceedings, provided that Employee files any document containing the trade secret information under seal and does not disclose the trade secret, except pursuant to court order.

**2.    Non-Competition Covenant.**

**A.    Restrictions.**

Employee agrees that during the Restricted Period, within the Restricted Area, Employee shall not violate either of the following separate and severable covenants set forth in Paragraph (a)(i)-(ii) and Paragraph (b) below:

(a)Employee shall not directly or indirectly work for, be contracted to or contract with, or provide strategic advice to a Competitor in a capacity:

(i)that is the same as or similar to the capacity(ies) in which Employee worked for the Company at any time during the twenty-four months immediately preceding Employee’s termination of employment with the Company; or

(ii)in which Employee’s knowledge of the Company’s trade secrets would otherwise be of value in Employee’s work for the Competitor; or

(b)Employee shall not compete with the Company directly or indirectly as an employee, principal, agent, contractor, or otherwise in the sale or licensing of any products or services that at the time the Company seeks to enforce this Agreement, are competitive with the products or services developed, marketed, or sold by the Company and about which products and services Employee’s knowledge of the Company’s Confidential Information, trade secrets and/or previous establishment of goodwill with Customers or Suppliers would be of value in competing with the Company.

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**B.    Additional Consideration for Non-Compete: Non-Competition Payment.**

(a)    As additional mutually agreed-upon consideration for the Non-Competition obligations set forth in this Paragraph 2, if and only if the Company requires Employee to refrain from accepting employment or other work Employee has been offered on the basis that the Company, in its discretion, believes such work would violate Employee’s obligations under any of the Non-Competition Covenants in Paragraph 2(A), then the Company shall pay make monthly payments to Employee during the Restricted Period according to the schedule of percentages set forth below, and subject to the terms set forth further below in this Paragraph 2(B) (hereinafter the “Non-Competition Payments”):

(i)    Involuntary Termination Without Cause (100%): If the Company involuntarily terminates Employee’s employment without Cause, then monthly payments are to be made in an amount equal to 100% of Employee’s monthly base pay as of the date of Employee’s termination from the Company, subject to applicable taxes and withholdings;

(ii)    Voluntary Resignation (50%): If Employee voluntarily resigns from employment with the Company, then monthly payments are to be made in an amount equal to 50% of Employee’s monthly base pay as of the date of Employee’s termination from the Company, subject to applicable taxes and withholdings; or

(iii)    Involuntary Termination for Cause (0%): If the Company terminates Employee’s employment for Cause, or if Employee resigns after engaging in conduct that would constitute Cause for termination, then Employee will be entitled to no Non-Competition Payments.

(b)    Non-Competition Payments, if any, will begin only after the Company advises Employee of its belief that Employee’s proposed new employment would violate the Employee’s non-compete obligations and shall continue throughout the remaining duration of the applicable Restricted Period. The Non-Competition Payment shall be paid in accordance with the Company’s customary pay practices in effect at the time each payment is made, and shall be reduced by the amount of severance payment(s), if any, that Employee receives from the Company.

(c)    The Company’s obligations to make Non-Competition Payments shall cease immediately and forever upon any one or more of the following: (i) the Company giving Employee written permission to accept employment with a prospective employer about which Employee has provided the Company notice under Paragraph 3 of this Agreement; (ii) the Company releasing Employee (generally, or with respect to a specific employer or position) from Employee’s obligations under Paragraph 2(A); (iii) the expiration of the Restricted Period; or (iv) the Company advising Employee that it is cancelling Non-Competition Payments as a result of Employee’s failure to comply with the terms of Paragraph 3 below.

**3.    Notice of Resignation and New Employment.**

**A.    Notice Period**.

Employee agrees to provide 30 days’ advance notice of Employee’s resignation by submitting written notice to Employee’s direct supervisor and the Human Resources Department (the first 30 days following submission of a resignation in compliance with this Agreement as outlined herein shall be the “Notice Period”).

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**B.    Duties and Cooperation During Notice Period.**

    During the Notice Period, Employee’s manager may ask Employee to take steps to help transition responsibility for ongoing projects and/or other job duties. Employee agrees to perform these duties, as Employee’s manager in his or her sole discretion may direct, including without limitation any or all of the following: (i) organize files, data and/or notes of any projects for transition; (ii) meet with Employee’s managers or their designee to review work in progress, files and other data to help ensure that Company personnel are aware of and understand any files, projects or other business related data; (iii) meet with Employee’s manager or his/her designee to review the status of any projects, work, Customers, Suppliers or personnel for which Employee was assigned responsibility, in order to help ensure that business needs may be seamlessly transitioned to and serviced by other Company personnel; (iv) otherwise being available to the Company, as requested by Employee’s managers, to provide reasonable assistance to effectuate an orderly transition of files, projects, data, client service or personnel responsibilities, and any other job duties, prior to Employee’s last day of employment. The foregoing list is neither intended to be an exhaustive list of the transition-related tasks Employee may be required to perform, nor is it a promise that the Company will have Employee engage in any or all of the listed tasks. There may be times during the Notice Period when the Company is preparing for the transition in a way that does not involve Employee’s active engagement, and as such the Company at its sole discretion may instruct Employee not to come into work, not to access Company systems, or not to otherwise enter the Company’s premises on some or all days during the Notice Period.

**C.    Conduct During Notice Period.**

During the Notice Period, Employee will be a Company employee, will remain on the Company’s payroll, will receive the same base rate of pay, and will continue to be eligible for all employee benefits just as in the period prior to Employee’s giving notice of resignation to the Company. Employee’s primary job duties during the Notice Period will be as set forth above, but during the Notice Period, Employee shall: (i) not discuss or communicate about Employee’s impending departure from the Company with Customers, Suppliers, Competitors, members of the public or press, or others who are not employees of the Company unless authorized in writing to do so by Employee’s manager; (ii) not take any Company data, records or information off the premises of any Company office or facility, nor copy, export, remove or delete such from Company systems; (iii) not remotely access Company systems (Employee understands that such accessibility may be terminated or limited during the Notice Period); (iv) return to Employee’s manager, within one business day of tendering Employee’s notice of resignation, all files, data and information relating to Company Customers, Suppliers or business which Employee may have had off premises during the course of Employee’s employment; (v) not use any social networking system or function to update any Customers, Suppliers, Competitors or members of the press or public about Employee’s employment status with the Company and/or any impending change of such status; and (vi) if Employee has had remote access to Company computer systems or if Employee has ever used a non-Company issued computer or electronic device for work, Employee will, upon the Company’s request, make such personal computer(s) or other electronic devices available to the Company and/or its computer forensic experts for imaging and searching to verify that all Company Customer, Supplier or other Company business data and any other non-public information has been removed. Employee understands and agrees that a core purpose of the Notice Period is to enable the orderly transition of files, data and Customer or Supplier responsibility to other Company personnel, and accordingly Employee understands and agrees that the Company is free to and may elect to engage in a variety of transition-related activities, including but not limited to notifying Customers, Suppliers, co-workers or others of Employee’s intent to leave the Company, informing Customers, Suppliers, or co-workers of the identity of other Company employees being assigned to work with them, introducing Customers or Suppliers to other Company personnel, and/or holding meetings with Customers or Suppliers or others that may or may not include Employee, as Employee’s manager may elect. Employee agrees and understands that during the Notice Period, Employee owes the Company an unmitigated duty of loyalty, and that Employee shall do nothing during the Notice

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Period that Employee intends or reasonably expects to further Employee’s personal interests or the interests of Employee’s new employer to the actual or potential detriment of the Company.

**D.    Notification of Company Regarding Any New Employment.**

Employee acknowledges and agrees that during Employee’s employment with the Company and for a period of one (1) year following the date of termination of Employee’s employment with the Company, Employee will inform the Company, prior to the acceptance of any employment or any work as an independent contractor, of the identity of any new employer or other entity for which Employee will be providing services, along with Employee’s starting date, title, job description, salary, and any other information that the Company may reasonably request to confirm Employee’s compliance with the terms of this Agreement.

**E.    Failure to Comply with Provisions of This Paragraph**

If Employee fails to comply with the terms of this Paragraph 3, then Employee may forfeit any Non-Competition Payment described in Paragraph 2(B) to which Employee otherwise may have been entitled; provided however that such forfeiture only takes effect if the Company, in its sole discretion, advises Employee that Employee’s rights to receive any Non-Competition Payment have been cancelled for violation of Paragraph 3. Cancellation of such rights for violation of Paragraph 3 does not relieve Employee of Employee’s obligation to comply with the Non-Competition obligations set forth in Paragraph 2(A).

**F.    Notice of this Agreement to Any New Employer.**

Employee agrees that Employee will tell any prospective new employer, partner in a business venture, investors and/or any entity seeking to engage Employee’s services, prior to accepting employment, engagement as a consultant or contractor, or engaging in a business venture, that this Agreement exists, and further, Employee agrees to provide a true and correct copy of this Agreement to any such individual or entity prior to accepting any such employment or entering into any such engagement or business venture. Employee further authorizes the Company to provide a copy of this Agreement to any such entity(ies) or individual(s).

**4.    Non-Solicitation / Interference with Company Personnel.**

    Employee acknowledges that the Company has a legitimate protectable interest in maintaining a stable and undisrupted workforce. Employee agrees that during employment with the Company and, for a period of 1 year following the termination of Employee’s employment with the Company, Employee will not, directly or indirectly, on behalf of himself/herself, or on behalf of any other person, entity, or organization, solicit for employment, recruit, or otherwise seek to employ or retain the services of any Company Personnel for another company or entity, or in any way assist or facilitate or participate in any such recruitment, solicitation, or retention effort, including, without limitation, by identifying or targeting the Company Personnel for that purpose. Employee further agrees not to contact any Company Personnel, nor to cause Company Personnel to be contacted, for the purpose or foreseeable effect of causing or inducing such Company Personnel to leave the Company’s employment or cease a contractor engagement with the Company.

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**5.    Non-Solicitation / Interference - Customers.**

**A.    Non-Solicitation of Customers.**

Employee agrees that during employment with the Company and for a period of 1 year following the termination of Employee’s employment with the Company, Employee will not, directly or indirectly, solicit any Customer for the purpose of (A) providing or selling services or goods and products of a nature being provided or sold by the Company, or (B) entering into or seeking to enter into any contract or other arrangement with any Customer for the performance or sale of services or goods and products of a nature being provided or sold by the Company. Employee’s agreement “not to solicit” as set forth in this paragraph means that Employee will not, directly or indirectly, initiate any contact or communication with any Customer for the purpose of soliciting, inviting, encouraging, recommending or requesting any Customer to do business with Employee and/or a Competitor in connection with the performance or sale of services or goods and products of a nature being provided or sold by the Company.

**B.    Non-Inducement of Customers to Discontinue or Reduce Business Relationship**

Employee agrees that during employment with the Company and for a period of 1 year following the termination of Employee’s employment with the Company, Employee shall not, directly or indirectly, engage in any conduct intended or reasonably calculated to induce or urge any Customer to discontinue, in whole or in part, its patronage or business relationship with the Company.

**C.    Non-Acceptance / Non-Service of Customers.**

Employee agrees that during employment with the Company and for a period of 1 year following the termination of Employee’s employment with the Company, Employee shall not, directly or indirectly, accept any business from, provide services to, or do any business with, any Customer in connection with the performance or sale of services or goods and products of a nature being provided or sold by the Company.

**6.    Non-Solicitation / Interference – Suppliers.**

**A.    Non-Solicitation of Suppliers.**

Employee agrees that during employment with the Company and for a period of 1 year following the termination of Employee’s employment with the Company, Employee will not, directly or indirectly, solicit any Supplier for the purpose of such Supplier (A) providing products, or components or materials to be incorporated into any Competitor’s products, or (B) contracting to manufacture any Competitor’s products or components of a Competitor’s products.

Employee’s agreement “not to solicit” as set forth in this paragraph means that Employee will not, directly or indirectly, initiate any contact or communication with any Supplier for the purpose of soliciting, inviting, encouraging, recommending or requesting any Supplier to provide products, or components or materials to be incorporated into any Competitor’s products, or contracting to manufacture any Competitor’s products or components of a Competitor’s products.

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**B.    Non-Inducement of Suppliers to Discontinue or Reduce Business Relationship**

Employee agrees that during employment with the Company and for a period of 1 year following the termination of Employee’s employment with the Company, Employee will not, directly or indirectly, engage in any conduct intended or reasonably calculated to induce or urge any Supplier to (a) discontinue or reduce, in whole or in part, its business relationship with the Company, or (b) commence a new business relationship with a Competitor.

**7.    Injunctive Relief; Expedited Discovery.**

**A.    Injunctive Relief.**

    In the event that Employee breaches or threatens to breach, or the Company reasonably believes Employee is about to breach, any of the restrictive covenants in this Agreement, the Company will be entitled to injunctive relief as well as an equitable accounting of all earnings, profits and other benefits arising from violation of this Agreement, which rights shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled in law or equity. Employee agrees that the Company will suffer immediate and irreparable harm and that money damages will not be adequate to compensate the Company or to preserve the status quo. Therefore, Employee hereby consents to the issuance of a temporary restraining order and other injunctive relief necessary to enforce this Agreement.

Employee hereby agrees that the duration of any injunction shall be increased in an amount equal to any period of time during which Employee failed to comply with the covenants contained in this Agreement.

**B.    Expedited Discovery in Aid of Application for Temporary or Preliminary Injunctive Relief.**

    Employee agrees that in any proceeding alleging breach of this Agreement, the Company and Employee each shall have the right to engage in deposition and document discovery, and the Company shall have the right to conduct forensic examination(s) of any computers and/or electronic devices in Employee’s possession or control, if the Company reasonably believes such devices contain Confidential Information or other Company property. The Company and Employee further agree that in connection with any application for injunctive relief to enforce this Agreement (including without limitation any application for temporary and/or preliminary injunctive relief), the foregoing discovery shall be conducted on an expedited basis, including expedited document and deposition discovery.

**8.    Definitions.**

***“Cause”***with respect to involuntary termination of employment means a determination by the Company in its sole discretion that Employee has engaged in misconduct warranting termination for Cause, such as but not limited to dishonesty, inadequate work performance, attendance problems, deliberate misconduct or failure to act, destruction of property, significant breach of Company rules, failure to agree to a Company-mandated change in terms and conditions of employment, commission of acts detrimental to or unfavorably reflecting on the Company and similar occurrences.

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***“Company Personnel”***means employees or contractors of the Company with whom Employee worked or whom Employee supervised or about whom Employee obtained non-public information, in each case at any time during the twenty-four months preceding termination of Employee’s employment with the Company.

*“****Competitor****”* means any person, entity or organization engaged (or preparing to become engaged) in a business that, at the time the Company seeks to enforce the covenants contained in this Agreement:

(a)    competes with the Company in the business of researching, developing, designing, manufacturing, marketing, selling and supplying branded lifestyle apparel, equipment, footwear and/or accessories throughout the world; or

    (b)    competes with any other line of business that has been offered or provided by the Company at any time during the 24 months preceding Employee’s termination of employment and in relation to which Employee: (i) had responsibility at any time in the last 24 months of employment; and/or (ii) had access to or knowledge of Confidential Information.

*“****Confidential Information****”* means all confidential and/or proprietary information and trade secrets in any form, whether oral, written, computerized or otherwise, regarding the Company, including but not limited to: designs, drawings, formulas, processes, methods, techniques, systems, models, samples, prototypes, CAD drawings or other technical or artistic renderings of potential products, contracts, reports, letters, notes, computer programs, intellectual property, trade secrets and/or know-how, technical information, financial information and metrics (whether historical, projections or forecasts), and information concerning advertising, catalog mailing lists, pricing, costs, business planning, operations, layout and design and implementation of Customer-specific projects, procedures, services, potential services, products, potential products, products under development, production, manufacturing, supply chain operations, purchasing, marketing plans, merchandising, sales and/or sales techniques, contracts, and licenses, personnel (including identities, contact information, skills, performance, salary and benefits of other employees), training methods, current, former, or prospective customers, vendors, and suppliers, or other information of the Company; any papers, data, records, devices, equipment, compilations, invoices, customer or supplier lists or contact information, compilations of names and addresses, or documents of the Company; any confidential information or trade secrets of any third party provided to the Company in confidence or subject to other use or disclosure restrictions or limitations; and any other information, written, oral, electronic, or retained in Employee’s memory, whether existing now or at some time in the future, whether pertaining to current or future developments or prospects, and whether created, revealed or accessed during the Employee’s employment, which pertains to the Company’s affairs or interests or with whom or how the Company does business. The Company acknowledges and agrees that Confidential Information shall not include information which is or becomes publicly available other than as a result of a disclosure by Employee or through other wrongful means.

*“****Customer****”* means a customer of the Company (person or entity), provided that Employee had business-related contact with the customer in the last 24 months of employment with the Company or had access to non-public information regarding such customer during such period because of Employee’s employment relationship with the Company. Customers include, but are not limited to, retailers who purchase products from the Company for the purpose of reselling those products to end-user consumers (e.g., the Company’s wholesale customers).

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*“****Restricted Area****”* means the following severable territories:

(a)those states, districts and territories of the United States in which the Company conducted business in the twelve months prior to Employee’s termination of employment with the Company;

(b)any country in which: (i) the Company conducted business in the twelve months prior to Employee’s termination of employment with the Company and that, at any time during the past twelve months, Employee had involvement in or responsibility for; or (ii) Employee could use or disclose the Company’s Confidential Information for the benefit of a Competitor; and

(c)any territory or territories in which Employee has worked and/or for which Employee was responsible for conducting business on behalf of the Company in the last twelve months prior to Employee’s termination of employment with the Company.

“***Restricted Period****”* refers to the duration of Employee’s employment with the Company, plus:

(a) if Employee’s last position with the Company was at the Director level, the 6-month period immediately following the termination of Employee’s employment with the Company;

(b)if Employee’s last position with the Company was at the Senior Director level, the 9-month period immediately following the termination of Employee’s employment with the Company; or

(c)if Employee’s last position with the Company was at Vice President level or above, the 1-year period immediately following the termination of Employee’s employment with the Company.

***“Supplier”***means (a) a person or entity from whom or which the Company purchases either products, or components or materials to be incorporated into Company products, or (b) a person or entity with whom or which the Company contracts to manufacture Company products or components of Company products.

**9.    Choice of Law, Jurisdiction & Venue**

    Employee has voluntarily opted to participate in a Plan that was created under the laws of the State of North Carolina and is governed by the laws of the State of North Carolina. As such, Employee and the Company agree that it is reasonable for this Agreement likewise to be governed by the laws of that state. Accordingly, Employee and the Company hereby agree that this Agreement will be governed by, construed, interpreted, and its validity determined under the laws of the State of North Carolina, without regard to such jurisdiction’s conflicts of laws principles.

    Employee and the Company agree that the courts of North Carolina (state or federal) shall be the sole, exclusive and mandatory venue and jurisdiction for any or all challenges to this Agreement by Employee and are a permissible jurisdiction and venue for any actions by the Company to enforce this Agreement. Employee and the Company hereby irrevocably consent to the jurisdiction and venue of these courts, and both parties hereby waive any objections or defenses to jurisdiction or venue in any proceeding before such courts. Employee specifically covenants and agrees not to file any action relating in any way to this Agreement in any court other than as specified in this paragraph.

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**10.    Modification & Severability.**

Each section, provision, paragraph, clause, and subclause (collectively “Provision”) of this Agreement shall be severable from each other and, if for any reason, any Provision is held to be invalid or unenforceable, then such invalidity or unenforceability shall not prejudice or in any way affect the validity or enforceability of any other Provision. Moreover, in the event that a court would otherwise hold any Provision unenforceable for any reason, it is the express intention and desire of Employee and the Company that the court modify and reform said Provision to the extent necessary to render the otherwise unenforceable Provision, and the rest of the Agreement, valid and enforceable. If a court is unable to or declines to amend this Agreement as provided herein, the unenforceable or invalid Provision shall be severed, and the invalidity or unenforceability of such Provision shall not affect the validity or enforceability of the remaining Provisions, which shall be enforced as if the offending Provision had not been included in this Agreement.

**11.    Binding Effect and Assignability.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, assigns, affiliated entities, and any party-in-interest. Employee agrees that, should the Company be acquired by, merge with, or otherwise combine with another corporation or business entity, the surviving entity will have all rights to enforce the terms of this Agreement as if it were the Company itself enforcing the Agreement. Notwithstanding the foregoing, Employee may not assign this Agreement.

**12.    No Waiver of Rights; Amendment.**

A waiver by the Company of the breach of any of the provisions of this Agreement by Employee shall not be deemed a waiver of any subsequent breach, nor shall recourse to any remedy hereunder be deemed a waiver of any other or further relief or remedy provided for herein. No waiver shall be effective unless made in writing and signed by an officer of the Company. This Agreement can only be amended or modified in a writing signed by both parties. Any subsequent change(s) in Employee’s duties, salary, compensation, or benefits will not affect the validity or scope of this Agreement.

**13.    State Specific Terms – Colorado and Massachusetts Employees**

If at the time of Employee’s termination of employment with the Company, Employee had been primarily working for the Company in Colorado or Massachusetts, or had been primarily residing in Colorado or Massachusetts while working for the Company, Employee’s obligations under this Agreement are modified in accordance with the terms set forth in the Appendix to this Agreement. For Massachusetts, Employee must have been primarily working in Massachusetts for the 30 days up to and including termination of employment, or residing in Massachusetts for the 30 days up to and including termination of employment, for the Appendix terms to be applicable.

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**14.    Attorneys’ Fees.**

Employee and the Company agree that in any legal proceeding to enforce this Agreement, the prevailing party shall be entitled to reimbursement of its actual costs and expenses, including without limitation reasonable attorneys’ fees, costs, and disbursements.

THE COMPANY ADVISES EMPLOYEE TO CONSULT WITH LEGAL COUNSEL OF EMPLOYEE’S CHOOSING PRIOR TO SIGNING THIS AGREEMENT.



**Colorado Employees and/or Residents**

If at the time of Employee’s termination of employment with the Company, Employee had been primarily working for the Company in Colorado or had been primarily residing in Colorado while working for the Company, then the following provisions apply and modify the terms of this Agreement as noted herein:

(a)    Paragraph 2(A)(b) Inapplicable: The terms of Paragraph 2(A)(b) do not apply.

    (b)    Earnings Threshold: The restrictions contained in Paragraph 2(A)(a) and the Non-Competition Payment described in Paragraph 2(B), and the Non-Solicitation/Interference with Customers and Non-Solicitation/Interference with Suppliers clauses contained in Paragraphs 5 and 6, shall apply and be enforceable only if, at the time of termination of employment with the Company, Employee had been earning:

LP CORPORATION

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

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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Appendix to LP Corporation Non-Competition,

Non-Solicitation and Confidentiality Agreement

For Equity Plan Participants

\*\* State-Specific Provisions \*\*

(i)    with respect to Paragraph 2 restrictions, an amount of Annualized Cash Compensation equivalent to or greater than the threshold amount to qualify as a Highly Compensated Worker, as the terms Annualized Cash Compensation, Highly Compensated Worker, and Threshold Amount for Highly Compensated Workers are defined in Colorado Revised Statutes Section 8-2-113 or any equivalent Colorado statutory provision that may be in effect at the time of Employee’s termination of employment with the Company; and/or

(ii)    with respect to Paragraphs 5 and 6 restrictions, 60% of the amount set forth immediately above in paragraph (a)(i) of this Colorado portion of the Appendix.

    (c)    Non-Solicitation of Company Personnel. Paragraph 4 above is deleted and replaced with the following: Employee agrees that during employment with the Company and, for a period of 1 year following the termination of Employee’s employment with the Company, Employee will not, directly or indirectly, solicit Company Personnel to leave the Company’s employment or cease a contractor engagement with the Company.

(d)     Acknowledgment Regarding Trade Secrets of the Company: Employee hereby agrees and acknowledges that: (i) during the course of Employee’s employment with the Company, Employee has had access to, gained knowledge of and/or contributed to the development of trade secret business information of the Company; and (ii) the restrictions contained in Paragraphs 1, 2, 5 and 6 are necessary to, and designed for, the protection of the Company’s trade secrets by preventing such trade secrets from being disclosed to a Competitor or used by a Competitor in competition with the Company.

    (e)    Acknowledgment Regarding Prior Notice of Covenants and Restrictions: Employee acknowledges receipt of notice of the covenants as well as the terms of the covenants contained in Paragraphs 1, 2, 3, 4, 5 and 6, either (i) prior to acceptance of employment with the Company if the offer of Plan participation was made to Employee prior to Employee’s commencement of employment, or (ii) at least fourteen days prior to the earlier of the effective date of the covenant, or the effective date of Employee’s participation in the Plan.

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    (f)    Colorado Law and Jurisdiction: Notwithstanding anything contained in Paragraph 9 above, this Agreement shall be governed, construed and enforced in accordance with Colorado law, and the courts of Colorado shall be the sole and exclusive jurisdiction and venue for resolution of any disputes arising under this Agreement.

**Massachusetts Employees and/or Residents**

If at the time of Employee’s termination of employment and for the 30 days immediately preceding termination of employment with the Company, Employee had been primarily working for the Company in Massachusetts or had been primarily residing in Massachusetts for such time period, then the following provisions apply and modify the terms of this Agreement as noted herein:

    (a)    Massachusetts Law and Jurisdiction/Venue: Notwithstanding anything contained in Paragraph 9 above, this Agreement shall be governed, construed and enforced in accordance with Massachusetts law. Employee and the Company further specifically and mutually agree that the sole and exclusive jurisdiction and venue for resolution of any disputes arising under this Agreement shall be the Massachusetts Superior Court for Suffolk County, and further agree that both the Company and Employee shall request assignment to the Suffolk County Business Litigation Session.

    (b)    Other Mutually Agreed Consideration for Non-Competition: Employee and the Company agree that the regime of Non-Competition Payments set forth in Paragraph 2(B) constitutes other mutually agreed consideration to which Employee and the Company are mutually agreeing as an alternative to the statutory ‘garden leave’ terms in set forth in the Massachusetts Noncompetition Agreement Act.

    (c)    No Right of Cancellation of Non-Competition Payments for Violation of Paragraph 3: The terms of Paragraph 3(E) do not apply.

    (d)    Extension of Duration of Non-Competition Covenant Upon Certain Occurrences: Employee and the Company agree that, as authorized in the Massachusetts Noncompetition Agreement Act, in the event Employee breaches Employee’s fiduciary duty to the Company, or in the event Employee unlawfully takes, physically or electronically, property belonging to the Company, then definition of *Restricted Period* shall be double the amount of time stated in the Definition of *Restricted Period* set forth in Paragraph 8 above, but in no event more than two years following Employee’s termination of employment with the Company.

    (e)    Restricted Area of Non-Competition: the Definition of *Restricted Area* contained in Paragraph 8 above is deleted and replaced with the following. *Restricted Area* means “the geographic areas in which Employee, during any time within the last 2 years of employment with the Company, provided services or had a material presence or influence over business activities of the Company.”

**CONFI#18**

**Exhibit 10(a)**

SEVERANCE AGREEMENT

          THIS SEVERANCE AGREEMENT (this “Agreement”), dated as of May 23, 2005 is made and entered by and between Tritot Inc, an Ohio corporation (the “Company”), and Hester Lerb (the “Executive”).

WITNESSETH:

          WHEREAS, the Executive is a senior executive of the Company or one or more of its Subsidiaries and is expected to make major contributions to the short- and long-term profitability, growth and financial strength of the Company;

          WHEREAS, the Company recognizes that, as is the case for most publicly held companies, the possibility of a Change in Control (as defined below) exists;

          WHEREAS, the Company desires to assure itself of both present and future continuity of management and desires to establish certain minimum severance benefits for certain of its senior executives, including the Executive, applicable in the event of a Change in Control;

          WHEREAS, the Company wishes to ensure that its senior executives are not practically disabled from discharging their duties in respect of a proposed or actual transaction involving a Change in Control; and

          WHEREAS, the Company desires to provide additional inducement for the Executive to continue to remain in the employ of the Company.

          NOW, THEREFORE, the Company and the Executive agree as follows:

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| 1. |  | Certain Defined Terms. In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement with initial capital letters: | | |
|  | | (a) |  | “Base Pay” means the Executive’s annual base salary rate as in effect from time to time. |
|  | |  |  |  |
|  | | (b) |  | “Board” means the Board of Directors of the Company. |
|  | |  |  |  |
|  | | (c) |  | “Cause” means that, prior to any termination pursuant to Section 3(b), the Executive shall have committed: |

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|  | (i) |  | and been convicted of a criminal violation involving fraud, embezzlement or theft in connection with his duties or in the course of his employment with the Company or any Subsidiary; |
|  |  |  |  |
|  | (ii) |  | intentional wrongful damage to property of the Company or any Subsidiary; |

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| --- | --- | --- | --- | --- | --- |
|  | | | (iii) |  | intentional wrongful disclosure of secret processes or confidential information of the Company or any Subsidiary; or |
|  | | |  |  |  |
|  | | | (iv) |  | intentional wrongful engagement in any Competitive Activity; |
|  |  | and any such act shall have been demonstrably and materially harmful to the Company. For purposes of this Agreement, no act or failure to act on the part of the Executive shall be deemed “intentional” if it was due primarily to an error in judgment or negligence, but shall be deemed “intentional” only if done or omitted to be done by the Executive 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, the Executive shall not be deemed to have been terminated for “Cause” hereunder 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 of the Board then in office at a meeting of the Board called and held for such purpose, after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive’s counsel (if the Executive chooses to have counsel present at such meeting), to be heard before the Board, finding that, in the good faith opinion of the Board, the Executive had committed an act constituting “Cause” as herein defined and specifying the particulars thereof in detail. Nothing herein will limit the right of the Executive or his beneficiaries to contest the validity or propriety of any such determination. | | | |

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|  | (d) |  | “Change in Control” means the occurrence during the Term of any of the following events: | | |
|  | | | (i) |  | The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a “Person”) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of the combined voting power of the then outstanding Voting Stock of the Company; provided, however, that for purposes of this Section 1(d)(i), the following acquisitions shall not constitute a Change in Control: (A) any issuance of Voting Stock of the Company directly from the Company that is approved by the Incumbent Board (as defined in Section 1(d)(ii), below), (B) any acquisition by the Company of Voting Stock of the Company, (C) any acquisition of Voting Stock of the Company by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, or (D) any acquisition of Voting Stock of the Company by any Person pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(d)(iii), below; or |
|  | | |  |  |  |
|  | | | (ii) |  | individuals who, as of the date hereof, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a Director subsequent to the date hereof whose election, or nomination for election by the Company’s shareholders, was approved by a vote of at least a majority of the Directors then comprising the Incumbent Board (either by |

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|  | | |  |  | a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without objection to such nomination) shall be deemed to have been a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of Directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or |
|  | | |  |  |  |
|  | | | (iii) |  | consummation of a reorganization, merger or consolidation involving the Company, a sale or other disposition of all or substantially all of the assets of the Company, or any other transaction involving the Company (each, a “Business Combination”), unless, in each case, immediately following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners of Voting Stock of the Company immediately prior to such Business Combination beneficially own, directly or indirectly, more than 55% of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to such Business Combination, of the Voting Stock of the Company, (B) no Person (other than the Company, such entity resulting from such Business Combination, or any employee benefit plan (or related trust) sponsored or maintained by the Company, any Subsidiary or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination, and (C) at least a majority of the members of the Board of Directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or |
|  | | |  |  |  |
|  | | | (iv) |  | approval by the shareholders of the Company of a complete liquidation or dissolution of the Company, except pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(d)(iii). |
|  | (e) |  | “Competitive Activity” means the Executive’s participation, without the written consent of the Chief Executive Officer, in the management of any business enterprise if such enterprise engages in substantial and direct competition with the Company and such enterprise’s sales of any product or service competitive with any product or service of the Company amounted to 10% of such enterprise’s net | | |

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|  |  |  | sales for its most recently completed fiscal year and if the Company’s net sales of said product or service amounted to 10% of the Company’s net sales for its most recently completed fiscal year. “Competitive Activity” will not include (i) the mere ownership of securities in any such enterprise and the exercise of rights appurtenant thereto or (ii) participation in the management of any such enterprise other than in connection with the competitive operations of such enterprise. |
|  |  |  |  |
|  | (f) |  | “Employee Benefits” means the perquisites, benefits and service credit for benefits as provided under any and all employee retirement income and welfare benefit policies, plans, programs or arrangements in which Executive is entitled to participate, including without limitation any stock option, performance share, performance unit, stock purchase, stock appreciation, savings, pension, supplemental executive retirement, or other retirement income or welfare benefit, deferred compensation, incentive compensation, group or other life, health, medical/hospital or other insurance (whether funded by actual insurance or self-insured by the Company or a Subsidiary), disability, salary continuation, expense reimbursement and other employee benefit policies, plans, programs or arrangements that may now exist or any equivalent successor policies, plans, programs or arrangements that may be adopted hereafter by the Company or a Subsidiary, providing perquisites, benefits and service credit for benefits at least as great in value in the aggregate as are payable thereunder prior to a Change in Control. |
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|  | (g) |  | “Exchange Act” means the Securities Exchange Act of 1934, as amended. |
|  |  |  |  |
|  | (h) |  | “Incentive Pay” means an annual bonus, incentive or other payment of compensation, in addition to Base Pay, made or to be made in regard to services rendered in any year or other period pursuant to any bonus, incentive, profit-sharing, performance, discretionary pay or similar agreement, policy, plan, program or arrangement (whether or not funded) of the Company or a Subsidiary, or any successor thereto. |
|  |  |  |  |
|  | (i) |  | “Industry Service” means professionally related service, prior to his employment by the Company or a Subsidiary, by the Executive as an employee within the iron, steel and mining industries or service within an industry to which such Executive’s position with the Company relates. The Executive shall be given credit for one year of Industry Service for every two years of service with the Company, as designated in writing by, or in minutes of the actions of, the Compensation and Organization Committee of the Board, and such years of credited Industry Service shall be defined as “Credited Years of Industry Service.” |
|  |  |  |  |
|  | (j) |  | “Retirement Plans” means the retirement income, supplemental executive retirement, excess benefits and retiree medical, life and similar benefit plans providing retirement perquisites, benefits and service credit for benefits at least as great in value in the aggregate as are payable thereunder prior to a Change in Control. |

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|  | | (k) |  | “Severance Period” means the period of time commencing on the date of the first occurrence of a Change in Control and continuing until the earlier of (i) the second anniversary of the occurrence of the Change in Control, or (ii) the Executive’s death. |
|  | |  |  |  |
|  | | (l) |  | “Subsidiary” means an entity in which the Company directly or indirectly beneficially owns 50% or more of the outstanding capital or profits interests or Voting Stock. |
|  | |  |  |  |
|  | | (m) |  | “Supplemental Retirement Plan” or “SRP” means the Tritot Inc Supplemental Retirement Benefit Plan (as Amended and Restated as of January 1, 2001), as it may be amended prior to a Change in Control, and modified as provided in Annex A, Paragraph (3). |
|  | |  |  |  |
|  | | (n) |  | “Term” means the period commencing as of the date hereof and expiring as of the later of (i) the close of business on December 31, 2005, or (ii) the expiration of the Severance Period; provided, however, that (A) commencing on January 1, 2006 and each January 1 thereafter, the term of this Agreement will automatically be extended for an additional year unless, not later than September 30 of the immediately preceding year, the Company or the Executive shall have given notice that it or the Executive, as the case may be, does not wish to have the Term extended and (B) subject to the last sentence of Section 9, if, prior to a Change in Control, the Executive ceases for any reason to be an officer of the Company and any Subsidiary, thereupon without further action the Term shall be deemed to have expired and this Agreement will immediately terminate and be of no further effect. For purposes of this Section 1(n), the Executive shall not be deemed to have ceased to be an employee of the Company and any Subsidiary by reason of the transfer of Executive’s employment between the Company and any Subsidiary, or among any Subsidiaries. |
|  | |  |  |  |
|  | | (o) |  | “Termination Date” means the date on which the Executive’s employment is terminated pursuant to Section 3 (the effective date of which shall be the date of termination, or such other date that may be specified by the Executive if the termination is pursuant to Section 3(b)). |
|  | |  |  |  |
|  | | (p) |  | “Voting Stock” means securities entitled to vote generally in the election of directors. |
| 2. |  | Operation of Agreement. This Agreement will be effective and binding immediately upon its execution, but, anything in this Agreement to the contrary notwithstanding, this Agreement will not be operative unless and until a Change in Control occurs. Upon the occurrence of a Change in Control at any time during the Term, without further action, this Agreement shall become immediately operative, including without limitation, the last sentence of Section 9 notwithstanding that the Term may have theretofore expired. | | |

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| 3. |  | Termination Following a Change in Control. (a) In the event of the occurrence of a Change in Control, the Executive’s employment may be terminated by the Company or a Subsidiary during the Severance Period and the Executive shall be entitled to the benefits provided by Section 4 unless such termination is the result of the occurrence of one or more of the following events: |

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| --- | --- | --- | --- |
|  | (i) |  | The Executive’s death; |
|  |  |  |  |
|  | (ii) |  | If the Executive becomes permanently disabled within the meaning of, and begins actually to receive disability benefits pursuant to, the long-term disability plan in effect for, or applicable to, the Executive immediately prior to the Change in Control; or |
|  |  |  |  |
|  | (iii) |  | Cause. |

If, during the Severance Period, the Executive’s employment is terminated by the Company or any Subsidiary other than pursuant to Section 3(a)(i), 3(a)(ii) or 3(a)(iii), the Executive will be entitled to the benefits provided by Section 4 hereof.

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|  | (b) |  | In the event of the occurrence of a Change in Control, the Executive may terminate employment with the Company and any Subsidiary during the Severance Period with the right to severance compensation as provided in Section 4 upon the occurrence of one or more of the following events (regardless of whether any other reason, other than Cause as hereinabove provided, for such termination exists or has occurred, including without limitation other employment): | | |
|  | | | (i) |  | Failure to elect or reelect or otherwise to maintain the Executive in the office or the position, or a substantially equivalent office or position, of or with the Company and/or a Subsidiary (or any successor thereto by operation of law or otherwise), as the case may be, which the Executive held immediately prior to a Change in Control, or the removal of the Executive as a Director of the Company and/or a Subsidiary (or any successor thereto) if the Executive shall have been a Director of the Company and/or a Subsidiary immediately prior to the Change in Control; |
|  | | |  |  |  |
|  | | | (ii) |  | (A) A significant adverse change in the nature or scope of the authorities, powers, functions, responsibilities or duties attached to the position with the Company and any Subsidiary which the Executive held immediately prior to the Change in Control, (B) a reduction in the Executive’s Base Pay, (C) a reduction in the Executive’s opportunity to receive Incentive Pay from the Company and any Subsidiary, or (D) the termination or denial of the Executive’s rights to Employee Benefits or a reduction in the scope or value thereof, any of which is not remedied by the Company within 10 calendar days after receipt by the Company of written notice from the Executive of such change, reduction or termination, as the case may be; |

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|  | | | (iii) |  | A determination by the Executive (which determination will be conclusive and binding upon the parties hereto provided it has been made in good faith and in all events will be presumed to have been made in good faith unless otherwise shown by the Company by clear and convincing evidence) that a change in circumstances has occurred following a Change in Control, including, without limitation, a change in the scope of the business or other activities for which the Executive was responsible immediately prior to the Change in Control, which has rendered the Executive substantially unable to carry out, has substantially hindered Executive’s performance of, or has caused Executive to suffer a substantial reduction in, any of the authorities, powers, functions, responsibilities or duties attached to the position held by the Executive immediately prior to the Change in Control, which situation is not remedied within 10 calendar days after written notice to the Company from the Executive of such determination; |
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|  | | | (iv) |  | The liquidation, dissolution, merger, consolidation or reorganization of the Company or transfer of all or substantially all of its business and/or assets, unless the successor or successors (by liquidation, merger, consolidation, reorganization, transfer or otherwise) to which all or substantially all of its business and/or assets have been transferred (by operation of law or otherwise) assumed all duties and obligations of the Company under this Agreement pursuant to Section 11(a); |
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|  | | | (v) |  | The Company relocates its principal executive offices (if such offices are the principal location of Executive’s work), or requires the Executive to have his principal location of work changed, to any location that, in either case, is in excess of 25 miles from the location thereof immediately prior to the Change in Control, without his prior written consent; or |
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|  | | | (vi) |  | Without limiting the generality or effect of the foregoing, any material breach of this Agreement by the Company or any successor thereto which is not remedied by the Company within 10 calendar days after receipt by the Company of written notice from the Executive of such breach. |
|  | (c) |  | A termination by the Company pursuant to Section 3(a) or by the Executive pursuant to Section 3(b) will not affect any rights that the Executive may have pursuant to any agreement, policy, plan, program or arrangement of the Company or Subsidiary providing Employee Benefits, which rights shall be governed by the terms thereof, except for any rights to severance compensation to which the Executive may be entitled upon termination of employment under any severance pay policy, plan, program or arrangement of the Company, which rights shall, during the Severance Period, be superseded by this Agreement. | | |

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| 4. |  | Severance Compensation. (a) If, following the occurrence of a Change in Control, the Company or Subsidiary terminates the Executive’s employment during the Severance Period other than pursuant to Section 3(a)(i), 3(a)(ii) or 3(a)(iii), or if the Executive terminates his employment pursuant to Section 3(b), the Company will pay to the Executive the amounts described in Annex A within ten business days after the Termination Date, or, if later, upon the expiration of the revocation period provided for in Exhibit A, and will continue to provide to the Executive the benefits described on Annex A for the periods described therein. |

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|  | (b) |  | Without limiting the rights of the Executive at law or in equity, if the Company fails to make any payment or provide any benefit required to be made or provided hereunder on a timely basis, the Company will pay interest on the amount or value thereof at an annualized rate of interest equal to the so-called composite “prime rate” as quoted from time to time during the relevant period in the Midwest Edition of The Wall Street Journal, plus 2%. Such interest will be payable as it accrues on demand. Any change in such prime rate will be effective on and as of the date of such change. |
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|  | (c) |  | Notwithstanding any provision of this Agreement to the contrary, the parties’ respective rights and obligations under this Section 4 and under Sections 5, 7, 8 and the last sentence of Section 9 and Paragraph (3) of Annex A will survive any termination or expiration of this Agreement or the termination of the Executive’s employment following a Change in Control for any reason whatsoever. |
|  |  |  |  |
|  | (d) |  | Unless otherwise expressly provided by the applicable policy, plan, program or agreement, after the occurrence of a Change in Control, the Company shall pay in cash to the Executive a lump sum amount equal to the value of any annual bonus or long-term incentive pay (including, without limitation, incentive-based annual cash bonuses and performance units, but not including any equity-based compensation or compensation provided under a qualified plan) earned or granted with respect to the Executive’s service during the performance period or periods that includes the date on which the Change in Control occurred, disregarding any applicable vesting requirements; provided that such amount shall be calculated at the plan target rate, but prorated on the portion of the Executive’s service that had elapsed during the applicable performance period. Such payment shall take into account service rendered through the payment date and shall be made at the earlier of (i) the date prescribed for payment pursuant to the applicable plan, program or agreement, and (ii) within five business days after the Termination Date. |
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|  | (e) |  | Notwithstanding any provision to the contrary in any applicable policy, plan, program or agreement, upon the occurrence of a Change in Control, all |

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|  |  |  | equity incentive grants and awards held by the Executive shall become fully vested and all stock options held by the Executive shall become fully exercisable. |
| 5. | |  | Certain Additional Payments by the Company. (a) Anything in this Agreement to the contrary notwithstanding, in the event that this Agreement shall become operative and it shall be determined (as hereafter provided) that any payment (other than the Gross-Up payments provided for in this Section 5) or distribution by the Company or any of its affiliates to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, performance share, performance unit, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (a “Payment”), would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the “Code”) (or any successor provision thereto) by reason of being considered “contingent on a change in ownership or control” of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such tax (such tax or taxes, together with any such interest and penalties, being hereafter collectively referred to as the “Excise Tax”), then the Executive shall be entitled to receive an additional payment or payments (collectively, a “Gross-Up Payment”); provided, however, that no Gross-up Payment shall be made with respect to the Excise Tax, if any, attributable to (i) any incentive stock option, as defined by Section 422 of the Code (“ISO”) granted prior to the execution of this Agreement, or (ii) any stock appreciation or similar right, whether or not limited, granted in tandem with any ISO described in clause (i). The Gross-Up Payment shall be in an amount such that, after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payment. |

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|  | (b) |  | Subject to the provisions of Section 5(f), all determinations required to be made under this Section 5, including whether an Excise Tax is payable by the Executive and the amount of such Excise Tax and whether a Gross-Up Payment is required to be paid by the Company to the Executive and the amount of such Gross-Up Payment, if any, shall be made by a nationally recognized accounting firm (the “Accounting Firm”) selected by the Executive in his sole discretion. The Executive shall direct the Accounting Firm to submit its determination and detailed supporting calculations to both the Company and the Executive within 30 calendar days after the Termination Date, if applicable, and any such other time or times as may be requested by the Company or the Executive. If the Accounting Firm determines that any Excise Tax is payable by the Executive, the Company shall pay the required Gross-Up Payment to the Executive within five business days after receipt of such determination and calculations with respect to any Payment to the Executive. If the Accounting Firm determines that no Excise Tax |

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|  |  |  | is payable by the Executive, it shall, at the same time as it makes such determination, furnish the Company and the Executive an opinion that the Executive has substantial authority not to report any Excise Tax on his federal, state or local income or other tax return. As a result of the uncertainty in the application of Section 4999 of the Code (or any successor provision thereto) and the possibility of similar uncertainty regarding applicable state or local tax law at the time of any determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments which will not have been made by the Company should have been made (an “Underpayment”), consistent with the calculations required to be made hereunder. In the event that the Company exhausts or fails to pursue its remedies pursuant to Section 5(f) and the Executive thereafter is required to make a payment of any Excise Tax, the Executive shall direct the Accounting Firm to determine the amount of the Underpayment that has occurred and to submit its determination and detailed supporting calculations to both the Company and the Executive as promptly as possible. Any such Underpayment shall be promptly paid by the Company to, or for the benefit of, the Executive within five business days after receipt of such determination and calculations. |
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|  | (c) |  | The Company and the Executive shall each provide the Accounting Firm access to and copies of any books, records and documents in the possession of the Company or the Executive, as the case may be, reasonably requested by the Accounting Firm, and otherwise cooperate with the Accounting Firm in connection with the preparation and issuance of the determinations and calculations contemplated by Section 5(b). Any determination by the Accounting Firm as to the amount of the Gross-Up Payment shall be binding upon the Company and the Executive. |
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|  | (d) |  | The federal, state and local income or other tax returns filed by the Executive shall be prepared and filed on a consistent basis with the determination of the Accounting Firm with respect to the Excise Tax payable by the Executive. The Executive shall make proper payment of the amount of any Excise Payment, and at the request of the Company, provide to the Company true and correct copies (with any amendments) of his federal income tax return as filed with the Internal Revenue Service and corresponding state and local tax returns, if relevant, as filed with the applicable taxing authority, and such other documents reasonably requested by the Company, evidencing such payment. If prior to the filing of the Executive’s federal income tax return, or corresponding state or local tax return, if relevant, the Accounting Firm determines that the amount of the Gross-Up Payment should be reduced, the Executive shall within five business days pay to the Company the amount of such reduction. |
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|  | (e) |  | The fees and expenses of the Accounting Firm for its services in connection with the determinations and calculations contemplated by Section 5(b) shall be borne by the Company. If such fees and expenses are initially paid by the Executive, the Company shall reimburse the Executive the full amount of such fees and expenses within five business days after receipt from the Executive of a statement therefor and reasonable evidence of his payment thereof. |

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|  | (f) |  | The Executive shall notify the Company in writing of any claim by the Internal Revenue Service or any other taxing authority that, if successful, would require the payment by the Company of a Gross-Up Payment. Such notification shall be given as promptly as practicable but no later than 10 business days after the Executive actually receives notice of such claim and the Executive shall further apprise the Company of the nature of such claim and the date on which such claim is requested to be paid (in each case, to the extent known by the Executive). The Executive shall not pay such claim prior to the earlier of (i) the expiration of the 30-calendar-day period following the date on which he gives such notice to the Company and (ii) the date that any payment of amount with respect to such claim is due. If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall: | | |
|  | | | (i) |  | provide the Company with any written records or documents in his possession relating to such claim reasonably requested by the Company; |
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|  | | | (ii) |  | take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including without limitation accepting legal representation with respect to such claim by an attorney competent in respect of the subject matter and reasonably selected by the Company; |
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|  | | | (iii) |  | cooperate with the Company in good faith in order effectively to contest such claim; and |
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|  | | | (iv) |  | permit the Company to participate in any proceedings relating to such claim; |

provided, however, that the Company shall bear and pay directly all costs and expenses (including interest and penalties) incurred in connection with such contest and shall indemnify and hold harmless the Executive, on an after-tax basis, for and against any Excise Tax or income tax, including interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this Section 5(f), the Company shall control all proceedings taken in connection with the contest of any claim contemplated by this Section 5(f) and, at its sole option, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim (provided, however, that the Executive may participate therein at his own cost and expense) and may, at its option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay the tax claimed and sue for a refund, the Company shall advance the amount of such payment to the Executive on an interest-free basis and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income or other tax, including interest or penalties with respect thereto, imposed with respect to such advance; and provided further, however, that any extension of the statute of

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limitations relating to payment of taxes for the taxable year of the Executive with respect to which the contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company’s control of any such contested claim shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

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|  | | (g) |  | If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 5(f), the Executive receives any refund with respect to such claim, the Executive shall (subject to the Company’s complying with the requirements of Section 5(f)) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after any taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 5(f), a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial or refund prior to the expiration of 30 calendar days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of any such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid by the Company to the Executive pursuant to this Section 5. |
| 6. |  | No Mitigation Obligation. The Company hereby acknowledges that it will be difficult and may be impossible for the Executive to find reasonably comparable employment following the Termination Date and that the non-competition covenant contained in Section 8 will further limit the employment opportunities for the Executive. In addition, the Company acknowledges that its severance pay plans applicable in general to its salaried employees do not provide for mitigation, offset or reduction of any severance payment received thereunder. Accordingly, the payment of the severance compensation by the Company to the Executive in accordance with the terms of this Agreement is hereby acknowledged by the Company to be reasonable, and the Executive will not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise, nor will any profits, income, earnings or other benefits from any source whatsoever create any mitigation, offset, reduction or any other obligation on the part of the Executive hereunder or otherwise, except as expressly provided in the last sentence of Paragraph (2) set forth on Annex A. | | |

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| 7. |  | Legal Fees and Expenses. (a) It is the intent of the Company that the Executive not be required to incur legal fees and the related expenses associated with the interpretation, enforcement or defense of Executive’s rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Executive hereunder. Accordingly, if it should appear to the Executive that the Company has failed to comply with any of its obligations under this Agreement or in the event that the Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or proceeding designed to deny, or to recover from, the Executive the |

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|  | |  | benefits provided or intended to be provided to the Executive hereunder, the Company irrevocably authorizes the Executive from time to time to retain counsel of Executive’s choice, at the expense of the Company as hereafter provided, to advise and represent the Executive in connection with any such interpretation, enforcement or defense, including without limitation the initiation or defense of any litigation or other legal action, whether by or against the Company or any Director, officer, stockholder or other person affiliated with the Company, in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between the Company and such counsel, the Company irrevocably consents to the Executive’s entering into an attorney-client relationship with such counsel, and in that connection the Company and the Executive agree that a confidential relationship shall exist between the Executive and such counsel. Without respect to whether the Executive prevails, in whole or in part, in connection with any of the foregoing, the Company will pay and be solely financially responsible for any and all attorneys’ and related fees and expenses incurred by the Executive in connection with any of the foregoing; provided that, in regard to such matters, the Executive has not acted in bad faith or with no colorable claim of success. |
|  | (b) |  | To ensure that the provisions of this Agreement can be enforced by the Executive, certain trust arrangements (“Trusts”) have been established between Merho Trust Company of Ohio, N.A., as Trustee (“Trustee”), and the Company. Each of Trust Agreement No. 1 (Amended and Restated Effective June 1, 1997, as amended) (“Trust Agreement No. 1”), Trust Agreement No. 2 (Amended and Restated Effective October 15, 2002, as amended) (“Trust Agreement No. 2”), and Trust Agreement No. 7 dated April 9, 1991, as amended (“Trust Agreement No. 7”), as it may be subsequently amended and/or restated, between the Trustee and the Company, sets forth the terms and conditions relating to payment from Trust Agreement No. 1 of compensation, pension benefits and other benefits pursuant to the Agreement owed by the Company, payment from Trust Agreement No. 2 for attorneys’ fees and related fees and expenses pursuant to Section 7(a) hereof owed by the Company, and payment from Trust Agreement No. 7 of pension benefits owed by the Company. Executive shall make demand on the Company for any payments due Executive pursuant to Section 7(a) hereof prior to making demand therefor on the Trustee under Trust Agreement No. 2. |
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|  | (c) |  | Upon the earlier to occur of (i) a Change in Control or (ii) a declaration by the Board that a Change Control is imminent, the Company shall promptly to the extent it has not previously done so, and in any event within five (5) business days: |

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|  | (A) |  | transfer to Trustee to be added to the principal of the Trust under Trust Agreement No. 1 a sum equal to (I) the present value on the date of the Change in Control (or on such fifth business day if the Board has declared a Change in Control to be imminent) of the payments to be made to Executive under the provisions of Annex A and Section 5 hereof, such present value to be computed using the assumptions set forth in Annex A hereof and the computations |

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|  | | |  |  | provided for in Section 5 hereof less (II) the balance in the Executive’s accounts provided for in Trust Agreement No. 1 as of the most recent completed valuation thereof, as certified by the Trustee under Trust Agreement No. 1 less (III) the balance in the Executive’s accounts provided for in Trust Agreement No. 7 as of the most recently completed valuation thereof, as certified by the Trustee under Trust Agreement No. 7; provided, however, that if the Trustee under Trust Agreement No. 1 and/or Trust Agreement No. 7 does not so certify by the end of the fourth (4th) business day after the earlier of such Change in Control or declaration, then the balance of such respective account shall be deemed to be zero. Any payments of compensation, pension or other benefits by the Trustee pursuant to Trust Agreement No. 1 or Trust Agreement No. 7 shall, to the extent thereof, discharge the Company’s obligation to pay compensation, pension and other benefits hereunder, it being the intent of the Company that assets in such Trusts be held as security for the Company’s obligation to pay compensation, pension and other benefits under this Agreement; and |
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|  | | | (B) |  | transfer to the Trustee to be added to the principal of the Trust under Trust Agreement No. 2 the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) less any principal in such Trust on such fifth business day. Any payments of the Executive’s attorneys’ and related fees and expenses by the Trustee pursuant to Trust Agreement No. 2 shall, to the extent thereof, discharge the Company’s obligation hereunder, it being the intent of the Company that assets in such Trust be held as security for the Company’s obligation under Section 7(a) hereof. Executive understands and acknowledges that the entire corpus of the Trust under Trust Agreement No. 2 will be $250,000 and that said amount will be available to discharge not only the obligations of the Company to Executive under Section 7(a) hereof, but also similar obligations of the Company to other executives and employees under similar provisions of other agreements and plans. |
| 8. |  | Competitive Activity; Confidentiality; Nonsolicitation. (a) During the Term and for a period ending two years following the Termination Date, if the Executive shall have received or shall be receiving benefits under Section 4, and, if applicable, Section 5, the Executive shall not, without the prior written consent of the Company, which consent shall not be unreasonably withheld, engage in any Competitive Activity. | | | |

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|  | (b) |  | During the Term, the Company agrees that it will disclose to Executive its confidential or proprietary information (as defined in this Section 8(b)) to the extent necessary for Executive to carry out his obligations to the Company. The Executive hereby covenants and agrees that he will not, without the prior written |

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|  | |  |  | consent of the Company, during the Term or thereafter disclose to any person not employed by the Company, or use in connection with engaging in competition with the Company, any confidential or proprietary information of the Company. For purposes of this Agreement, the term “confidential or proprietary information” will include all information of any nature and in any form that is owned by the Company and that is not publicly available (other than by Executive’s breach of this Section 8(b)) or generally known to persons engaged in businesses similar or related to those of the Company. Confidential or proprietary information will include, without limitation, the Company’s financial matters, customers, employees, industry contracts, strategic business plans, product development (or other proprietary product data), marketing plans, and all other secrets and all other information of a confidential or proprietary nature. For purposes of the preceding two sentences, the term “Company” will also include any Subsidiary (collectively, the “Restricted Group”). The foregoing obligations imposed by this Section 8(b) will not apply (i) during the Term, in the course of the business of and for the benefit of the Company, (ii) if such confidential or proprietary information will have become, through no fault of the Executive, generally known to the public or (iii) if the Executive is required by law to make disclosure (after giving the Company notice and an opportunity to contest such requirement). |
|  | |  |  |  |
|  | | (c) |  | The Executive hereby covenants and agrees that during the Term and for two years thereafter Executive will not, without the prior written consent of the Company, which consent shall not unreasonably be withheld, on behalf of Executive or on behalf of any person, firm or company, directly or indirectly, attempt to influence, persuade or induce, or assist any other person in so persuading or inducing, any employee of the Restricted Group to give up, or to not commence, employment or a business relationship with the Restricted Group. |
| 9. |  | Employment Rights. Nothing expressed or implied in this Agreement will create any right or duty on the part of the Company or the Executive to have the Executive remain in the employment of the Company or any Subsidiary prior to or following any Change in Control. Any termination of employment of the Executive or the removal of the Executive from the office or position in the Company or any Subsidiary that occurs (i) not more than 180 days prior to the date on which a Change in Control occurs, and (ii) following the commencement of any discussion with a third person that ultimately results in a Change in Control, shall be deemed to be a termination or removal of the Executive after a Change in Control for purposes of this Agreement. | | |
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| 10. |  | Withholding of Taxes. The Company may withhold from any amounts payable under this Agreement all federal, state, city or other taxes as the Company is required to withhold pursuant to any applicable law, regulation or ruling. | | |

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| 11. |  | Successors and Binding Agreement. (a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company, by agreement in form and substance reasonably satisfactory to the |

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|  | |  | Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. This Agreement will be binding upon and inure to the benefit of the Company and any successor to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business or assets of the Company whether by purchase, merger, consolidation, reorganization or otherwise (and such successor shall thereafter be deemed the “Company” for the purposes of this Agreement), but will not otherwise be assignable, transferable or delegable by the Company. |
|  | (b) |  | This Agreement will inure to the benefit of and be enforceable by the Executive’s personal or legal representatives, executors, administrators, successors, heirs, distributees and legatees. |

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|  | | (c) |  | This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Sections 11(a) and 11(b). Without limiting the generality or effect of the foregoing, the Executive’s right to receive payments hereunder will not be assignable, transferable or delegable, whether by pledge, creation of a security interest, or otherwise, other than by a transfer by Executive’s will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Section 11(c), the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated. |
| 12. |  | Notices. For all purposes of this Agreement, all communications, including without limitation notices, consents, requests or approvals, required or permitted to be given hereunder will be in writing and will be deemed to have been duly given when hand delivered or dispatched by electronic facsimile transmission (with receipt thereof orally confirmed), or five business days after having been mailed by United States registered or certified mail, return receipt requested, postage prepaid, or three business days after having been sent by a nationally recognized overnight courier service such as FedEx, UPS, or Purolator, addressed to the Company (to the attention of the Secretary of the Company) at its principal executive office and to the Executive at his principal residence, or to such other address as any party may have furnished to the other in writing and in accordance herewith, except that notices of changes of address shall be effective only upon receipt. | | |
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| 13. |  | 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 Ohio, without giving effect to the principles of conflict of laws of such State. | | |
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| 14. |  | Validity. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances will not be affected, and the provision so held to be | | |

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|  |  | invalid, unenforceable or otherwise illegal will be reformed to the extent (and only to the extent) necessary to make it enforceable, valid or legal. |
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| 15. |  | Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto or compliance with any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, expressed or implied with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. References to Sections are to references to Sections of this Agreement. |
|  |  |  |
| 16. |  | Construction. The masculine gender, when used in this Agreement, shall be deemed to include the feminine gender and the singular number shall include the plural, unless the context clearly indicates to the contrary. |
|  |  |  |
| 17. |  | Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same agreement. |

          IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

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| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | TRITOT INC | | |
|  |  |  |  |  |
|  |  | By: |  | /s/ Karla Kerr |
|  |  |  |  |  |
|  |  |  |  | Karla Kerr  Chairman and Chief Executive Officer |
|  |  |  |  |  |
|  |  |  |  | /s/ Hester Lerb |
|  |  |  |  |  |
|  |  |  |  | Hester Lerb |

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Annex A

Severance Compensation

          (1)     A lump sum payment in an amount equal to three (3) times the sum of (A) Base Pay (at the highest rate in effect for any period prior to the Termination Date), plus (B) Incentive Pay (in an amount equal to not less than the greater of (i) the target bonus and/or target award opportunity for the fiscal year immediately preceding the year in which the Change in Control occurred, or (ii) the target bonus and/or target award opportunity for the fiscal year in which the Termination Date occurs).

          (2)     For a period of thirty-six (36) months following the Termination Date (the “Continuation Period”), the Company will arrange to provide the Executive with Employee Benefits that are welfare benefits (but not stock option, performance share, performance unit, stock purchase, stock appreciation or similar compensatory benefits) substantially similar to those that the Executive was receiving or entitled to receive immediately prior to the Termination Date (or, if greater, immediately prior to the reduction, termination, or denial described in Section 3(b)(ii)). If and to the extent that any benefit described in this Paragraph 2 is not or cannot be paid or provided under any policy, plan, program or arrangement of the Company or any Subsidiary, as the case may be, then the Company will itself pay or provide for the payment to the Executive, his dependents and beneficiaries, of such Employee Benefits along with, in the case of any benefit described in this Paragraph 2 which is subject to tax because it is not or cannot be paid or provided under any such policy, plan, program or arrangement of the Company or any Subsidiary, an additional amount such that after payment by the Executive, or his dependents or beneficiaries, as the case may be, of all taxes so imposed, the recipient retains an amount equal to such taxes. Notwithstanding the foregoing, or any other provision of the Agreement, for purposes of determining the period of continuation coverage to which the Executive or any of his dependents is entitled pursuant to Section 4980B of the Code (or any successor provision thereto) under the Company’s medical, dental and other group health plans, or successor plans, the Executive’s “qualifying event” shall be the termination of the Continuation Period and the Executive shall be considered to have remained actively employed on a full-time basis through that date. Without otherwise limiting the purposes or effect of Section 5, Employee Benefits otherwise receivable by the Executive pursuant to this Paragraph 2 will be reduced to the extent comparable welfare benefits are actually received by the Executive from another employer during the Continuation Period following the Executive’s Termination Date, and any such benefits actually received by the Executive shall be reported by the Executive to the Company.

          (3)     A lump sum payment (the “SRP Payment”) in an amount equal to the sum of the future pension benefits (converted to a lump sum of actuarial equivalence) which the Executive would have been entitled to receive three (3) years following the Termination Date under the SRP, and as modified by this Paragraph (3) (assuming Base Salary and Incentive Pay as determined in Paragraph (1), if the Executive had remained in the full-time employment of the Company until three (3) years following the Termination Date.

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The calculation of the SRP Payment and its actuarial equivalence shall be made as of the Termination Date. The lump sum of actuarial equivalence shall be calculated as of three (3) years following the Termination Date using the assumptions and factors used in the SRP, and such sum shall be discounted to the date of payment using a discount rate prescribed for purposes of valuation computations under Section 280G of the Internal Revenue Code of 1986, as amended (the “Code”) or any successor provision thereto, or if no rate is so prescribed, a rate equal to the then “applicable interest rate” under Section 417(e)(3)(A)(ii)(II) of the Code for the month in which the Termination Date occurs.

The Company hereby waives the discretionary right, at any time subsequent to the date of a Change in Control, to amend or terminate the SRP as to the Executive as provided in paragraph 7 thereof or to terminate the rights of the Executive or his beneficiary under the SRP in the event Executive engages in a competitive business as provided in any plan or arrangement between the Company and the Executive or applicable to the Executive, including but not limited to, the provisions of paragraph 4 of the SRP, or any similar provisions of any such plan or arrangement or other plan or arrangement supplementing or superseding the same. This Paragraph (3) shall constitute a “Supplemental Agreement” as defined in Paragraph 1.J of the SRP. If the Company shall terminate the Executive’s employment during the Severance Period, other than for Cause pursuant to Section 3(a)(i), 3(a)(ii) or 3(a)(iii) of the Agreement, or if the Executive shall terminate his employment pursuant to Section 3(b) of the Agreement, or if, following the end of the Severance Period, the Executive’s employment is terminated for any reason, for the purposes of computing the Executive’s period of continuous service and of calculating and paying his benefit under the SRP:

     (A)     At the time of his termination of employment with the Company (by death or otherwise), the Executive shall be credited with years of continuous service for benefit accrual and eligibility equal to the greater of (i) the number of his actual years of continuous service or (ii) the number of years of continuous service he would have had if he had continued his employment with the Company for three (3) years after the Termination Date, and had he attained the greater of (iii) his actual chronoMerhoical age, (iv) sixty-five, or (v) his chronoMerhoical age three (3) years after the Termination Date. In addition, the Executive shall be eligible for a 30-year pension benefit based upon his years of continuous service as computed under the preceding sentence. Such Executive shall be eligible to commence a 30-year pension benefit on the earlier of (vi) the date upon which the Executive would have otherwise reached 30 years of continuous service with the Company but for his termination of employment after the Change in Control at which time the Executive shall be deemed to be age 65, or (vii) the date upon which the sum of the Executive’s years of continuous service (as computed in the first sentence of this subparagraph (A)) and the Executive’s Credited Years of Industry Service is equal to 30 years of service, at which time the Executive shall be deemed to be age 65; and

     (B)     The Executive shall be a “Participant” in the SRP, notwithstanding any limitations therein. The terms of the Agreement and this Annex A shall take precedence to the extent they are contrary to provisions contained in the SRP.

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Payment of the SRP Payment by the Company shall be deemed to be a satisfaction of all obligations of the Company to the Executive under the SRP.

          (4)     Base Salary through the Termination Date plus prorata Incentive Pay for the year in which the Termination Date occurs calculated at the greater of (i) the target bonus and/or target opportunity or (ii) actual performance, in each case for the fiscal year in which the Termination Date occurs.

          (5)     In lieu of the Executive’s right to receive deferred compensation under the Voluntary Non-Qualified Deferred Compensation Plan or any other plan providing for deferral of income or amounts otherwise payable to the Executive, a lump sum payment in cash in an amount equal to 100% of the Executive’s cash and stock account balances under such plans.

          (6)     Outplacement services by a firm selected by the Executive, at the expense of the Company in an amount up to 15% of the Executive’s Base Pay.

          (7)     Post-retirement medical, hospital, surgical and prescription drug coverage for the lifetime of the Executive, his spouse and any eligible dependents equivalent to that which would have been furnished on the day prior to the Change in Control to an officer of the Company who retired on such date with full eligibility for such benefits.

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**TRITOT INC  
SEVERANCE AGREEMENT**

**EXHIBIT A**

Form of Release

          WHEREAS, the Executive’s employment has been terminated in accordance with Section 3 of the Severance Agreement (the “Agreement”) dated as of May 23, 2005 between the Executive and Tritot Inc; and

          WHEREAS, the Executive is required to sign this Release in order to receive the Severance Compensation (as such term is defined in the Agreement) as described in Annex A of the Agreement and the other benefits described in the Agreement.

          NOW THEREFORE, in consideration of the promises and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, the Executive agrees as follows:

     1.     This Release is effective on the date hereof and will continue in effect as provided herein.

     2.     In consideration of the payments to be made and the benefits to be received by the Executive pursuant to the Agreement, which the Executive acknowledges are in addition to payments and benefits which the Executive would be entitled to receive absent the Agreement (other than severance pay and benefits under any other severance plan, policy, program or arrangement sponsored by Tritot Inc), the Executive, for himself and his dependents, successors, assigns, heirs, executors and administrators (and his and their legal representatives of every kind), hereby releases, dismisses, remises and forever discharges Tritot Inc, its predecessors, parents, subsidiaries, divisions, related or affiliated companies, officers, directors, stockholders, members, employees, heirs, successors, assigns, representatives, agents and counsel (the “Company”) from any and all arbitrations, claims, including claims for attorney’s fees, demands, damages, suits, proceedings, actions and/or causes of action of any kind and every description, whether known or unknown, which Executive now has or may have had for, upon, or by reason of any cause whatsoever (“claims”), against the Company, including but not limited to:

     (a)     any and all claims arising out of or relating to Executive’s employment by or service with the Company and his termination from the Company;

     (b)     any and all claims of discrimination, including but not limited to claims of discrimination on the basis of sex, race, age, national origin, marital status, religion or handicap, including, specifically, but without limiting the generality of the foregoing, any claims under the Age Discrimination in Employment Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, Ohio Revised

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Code Section 4101.17 and Ohio Revised Code Chapter 4112, including Sections 4112.02 and 4112.99 thereof; and

     (c)     any and all claims of wrongful or unjust discharge or breach of any contract or promise, express or implied.

     3.     Executive understands and acknowledges that the Company does not admit any violation of law, liability or invasion of any of his rights and that any such violation, liability or invasion is expressly denied. The consideration provided for this Release is made for the purpose of settling and extinguishing all claims and rights (and every other similar or dissimilar matter) that Executive ever had or now may have against the Company to the extent provided in this Release. Executive further agrees and acknowledges that no representations, promises or inducements have been made by the Company other than as appear in the Agreement.

     4.     Executive further agrees and acknowledges that:

     (a)     The release provided for herein releases claims to and including the date of this Release;

     (b)     He has been advised by the Company to consult with legal counsel prior to executing this Release, has had an opportunity to consult with and to be advised by legal counsel of his choice, fully understands the terms of this Release, and enters into this Release freely, voluntarily and intending to be bound;

     (c)     He has been given a period of 21 days to review and consider the terms of this Release, prior to its execution and that he may use as much of the 21 day period as he desires; and

     (d)     He may, within 7 days after execution, revoke this Release. Revocation shall be made by delivering a written notice of revocation to the Vice President Human Resources at the Company. For such revocation to be effective, written notice must be actually received by the Vice President Human Resources at the Company no later than the close of business on the 7th day after Executive executes this Release. If Executive does exercise his right to revoke this Release, all of the terms and conditions of the Release shall be of no force and effect and the Company shall not have any obligation to make payments or provide benefits to Executive as set forth in Sections 4, 5, and 7 of the Agreement.

     5.     Executive agrees that he will never file a lawsuit or other complaint asserting any claim that is released in this Release.

     6.     Executive waives and releases any claim that he has or may have to reemployment after                     .

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          IN WITNESS WHEREOF, the Executive has executed and delivered this Release on the date set forth below.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Dated: |  | Executive |

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**CONFI#19**

Exhibit (d)(2)

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “Agreement”) is entered into as of July 10, 2023 (“Effective Date”), between Medipharm, Inc., a Delaware corporation having a principal place of business at XXX, NJ 07970 (together with its subsidiaries, the “Disclosing Party”), and Centauro S.p.A., an Italian corporation, having an address at Via Giovanni n. 26 50134 - Padua, Italy (the “Recipient”). The Disclosing Party and the Recipient are each individually referred to in this Agreement as a “Party” and, collectively, as the “Parties”.

This Agreement is made in order for the Disclosing Party to disclose certain technical and business information to the Recipient under terms that will protect the confidential and proprietary nature of such information in connection with the evaluation, negotiation or completion of a potential negotiated transaction between the Recipient and the Disclosing Party (the “Potential Transaction”).

1) Evaluation Material. Subject to the limitations set forth in Section 3 hereof, all information disclosed by, or on behalf of, the Disclosing Party to the Recipient or its Representatives, whether in oral, written, graphic, or electronic form, prior to, on or after the Effective Date shall be considered the Disclosing Party’s confidential information (“Evaluation Material”). Without limiting the generality of the foregoing, Evaluation Material shall include any information, data or know-how which relates to the business, research, or products of the Disclosing Party, including, without limitation, any computer programs, software development and design, software source code or any related codes in all formats, business or software architecture, software not yet known to the public, pre-clinical and clinical data, analyses, studies, chemical applications, laboratory instruments, laboratory methods and analysis, interpretation of lab results, techniques, technology, algorithms, specifications, schematics, records, data, drawings, notes, reports, processes, formulas, methodologies, conceptual or developmental products, product plans, compilations, trade secrets, copyrights, inventions, regulatory applications, patent applications, financial information, forecasts, customer lists, business plans, or personnel, marketing or sales information. Evaluation Material also includes without limitation: (i) any physical embodiment of the Evaluation Material including, but not limited to, product samples, specimen, exhibits, or photographs thereof; and (ii) any report, analysis, compilation, study, interpretation, forecast, record or other material prepared by the Recipient or its Representatives, in whatever form maintained (whether in written, electronic or other form) to the extent containing, reflecting or based upon, in whole or in part, any Evaluation Material.

2) Confidentiality and Non-Use. The Recipient agrees that all Evaluation Material received under this Agreement shall be maintained in confidence. The Recipient agrees not to use the Evaluation Material for any purpose except for the evaluation, negotiation or completion of a Potential Transaction. In particular, the Recipient shall not at any time file any patent application containing subject matter that is derived from the Disclosing Party’s Evaluation Material. The Recipient shall use the same standard of care to protect the confidentiality of such information as it uses to protect its own confidential material (but in no event shall the Recipient use anything less than a reasonable standard of care). The Recipient shall limit disclosure of such information to its Representatives who have a need to know the Evaluation Material for the sole purpose of assisting in evaluating, negotiating or completing a Potential Transaction and are bound in writing by confidentiality and non-use obligations no less restrictive than those set forth herein. The Recipient shall remain responsible for any breach of this Agreement by its Representatives. The Recipient may not for any reason modify, disassemble, analyze, either chemically or using physical techniques, including but not limited to microscopic examination, or otherwise reverse engineer or attempt to reverse engineer any Evaluation Material or permit or encourage any third party to do so. The Recipient shall hold the Disclosing Party’s Evaluation Material in a secure location so as to ensure that unauthorized persons do not gain access to any Evaluation Material. The Recipient shall promptly notify the Disclosing Party in writing of any unauthorized release of, access to or use of Evaluation Material.

Without the prior written consent of the Disclosing Party (which may be withheld by the Disclosing Party in its sole discretion), neither the Recipient nor its Representatives will disclose to any person (i) that the Evaluation Material has been furnished and/or made available to the Recipient and, if applicable, the Recipient’s Representatives, (ii) that discussions or negotiations are or were taking place concerning a Potential Transaction, including the status thereof or the termination of such discussions or negotiations, (iii) any of the terms, conditions or other facts with respect to any such Potential Transaction or the Recipient’s consideration thereof, or (iv) the existence or terms of this Agreement, except, in each case of clauses (i) through (iv), as would be required by and in accordance with the procedures of Section 4 below and solely to the extent required by applicable law, regulation or legal process.

Without prior written consent of the Disclosing Party (which may be withheld by the Disclosing Party in its sole discretion), neither the Recipient nor its Representatives shall, directly or indirectly, initiate or maintain contact, or otherwise communicate, with any Representatives of the Disclosing Party concerning the Evaluation Material or a Potential Transaction, and neither the Recipient nor its Representatives shall, directly or indirectly, initiate or maintain contact, or otherwise communicate, with any current or former director or member of management or any employee of the Disclosing Party or any customers, vendors, suppliers or other third parties that conduct business with the Disclosing Party, or any regulatory agency or other governmental authority having jurisdiction over the Disclosing Party, concerning the Evaluation Material or a Potential Transaction, in each case, unless such contact has been consented to in advance by, and scheduled through, a Representative of the Disclosing Party identified to the Recipient for such purpose in the course of discussions or negotiations of the Potential Transaction; provided, however, that nothing in this paragraph shall prohibit or otherwise restrict the Recipient or its Representatives from contacts in the ordinary course of business consistent with past practice, not related to the Potential Transaction and without reference to the Evaluation Material or the Potential Transaction.

As used herein, the term “Representatives” shall mean, with respect to a Party, such Party’s directors, officers, employees, and third-party attorneys, accountants, consultants and financial advisors. In addition, as used herein, the following terms shall have the following meanings: (i) the term “person” shall be broadly interpreted to include, without limitation, any corporation, limited liability company, partnership, trust, association, joint venture, unincorporated organization, group, individual or governmental entity or any department, agency or political subdivision thereof; (ii) the term “Exchange Act” shall mean the Securities Exchange Act of 1934, as amended; and (iii) the term “Affiliate” shall have the meaning ascribed to such term under Rule 12b-2 of the Exchange Act.

3) Limitations. Notwithstanding the preceding provisions, the obligations of the Recipient regarding confidentiality of the Evaluation Material disclosed hereunder shall not include:

a) information which, after disclosure, is published, becomes known publicly, or otherwise becomes part of the public domain other than as a result of disclosure of such information by the Recipient or its Representatives or by anyone to whom the Recipient or its Representatives transmit the Evaluation Material in breach of this Agreement;

b) information which was available to the Recipient or its Representatives on a non-confidential basis from a source other than the Disclosing Party or its Representatives provided that such source is not known by the Recipient or its Representatives to be bound by an obligation prohibiting transmission of such information to the Recipient or its Representatives;

c) information which becomes available to the Recipient or its Representatives on a non-confidential basis from a source other than the Disclosing Party or its Representatives, provided that such source was not known by the Recipient or its Representatives (after reasonable inquiry of such source) to be bound by an obligation prohibiting transmission of such information to the Recipient or its Representatives; or

d) information that is independently developed by the Recipient, as evidenced by the Recipient’s contemporaneous written records, without direct or indirect access or reference to Evaluation Material.

4) Mandatory Disclosures. Notwithstanding anything to the contrary set forth herein, in the event that the Recipient or any of its Representatives are requested or legally required to disclose all or any part of the Evaluation Material or any of the information which is subject to the provisions of Section 1 or 2 above by applicable law, regulation or formal legal process, the Recipient will, to the extent legally permissible (i) provide the Disclosing Party with prompt written notice of the existence, terms and circumstances surrounding such requirement so that the Disclosing Party may seek (at the Disclosing Party’s sole expense) a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement and (ii) consult with the Disclosing Party on the advisability of taking legally available steps to (at the Disclosing Party’s sole expense) resist or narrow such request or requirement. In the event that such protective order or other remedy is not obtained or the Disclosing Party waives compliance with the provisions of this Agreement, the Recipient will furnish only that portion of the Evaluation Material or take only such action as, based upon the advice of the Recipient’s legal counsel, is legally required and will use commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Evaluation Material (or other information required to be kept confidential pursuant to this Agreement) so furnished. The Recipient shall reasonably cooperate with any action reasonably requested by the Disclosing Party (at the Disclosing Party’s sole expense) to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Evaluation Material.

5) Ownership. The Disclosing Party is and will remain the exclusive owner of the Evaluation Material, and any Derivative (as defined below) thereof, whether created by the Disclosing Party or the Recipient, including all patent, copyright, trade secret, trademark, proprietary technologies, domain names, and other intellectual property rights therein and the Recipient shall acquire no rights in the foregoing. “Derivative” shall mean: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any modification or improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement. The Recipient acknowledges that it has no right to disclose or use for any purpose the Residuals (as defined below) resulting from the Recipient’s access to, or work with, any Evaluation Material. “Residuals” means information in tangible, electronic or non-tangible form, which may be retained by persons who have had access to the Evaluation Material, including, but not limited to, memoranda, electronic records, ideas, concepts, software development and designs, software source code or any related codes, know-how, or techniques contained therein.

6) Return of Evaluation Material. Upon request by the Disclosing Party, the Recipient shall, at the Recipient’s sole discretion, promptly return to the Disclosing Party or destroy all written or tangible material containing or reflecting Evaluation Material (whether prepared by the Disclosing Party or otherwise), without, subject to the provisions set forth in this Section 6, retaining any copies, summaries, analyses, or abstracts thereof. The Recipient shall permanently delete all Evaluation Material stored electronically in the event that the Recipient decides that it does not wish to proceed with a Potential Transaction or otherwise upon the Disclosing Party’s request (such destruction to be confirmed promptly by the Recipient in writing); provided that neither the Recipient nor its Representatives will be obligated to erase Evaluation Material contained in an archived computer system backup in accordance with the Recipient’s or its Representatives’ respective security and/or disaster recovery procedures, for which destruction will follow the regular process of such procedures. The Recipient and its Representatives may retain Evaluation Material if required by law, regulation or bona fide written internal compliance procedures, provided that such Evaluation Material shall remain subject to the terms hereof. Notwithstanding the destruction and/or deletion of the Evaluation Material, the Recipient and its Representatives shall continue to be bound by the obligations of confidentiality and other applicable obligations under this Agreement.

7) No License. Nothing in this Agreement shall be construed as granting any right or license to the Recipient or any other party, by implication or otherwise, with respect to any Evaluation Material, except for the limited purposes set forth above. The disclosure of Evaluation Material hereunder shall not result in any right or license to the Recipient .or its Representatives under any patent or patent application of the Disclosing Party.

8) Trading Restrictions. The Recipient hereby acknowledges that it is aware (and, if applicable, that its Representatives who are apprised of this matter have been advised) that the Recipient may from time to time be in possession of material non-public information concerning the Disclosing Party. The Recipient agrees that it will, and it will cause its Representatives and Affiliates to, comply with the United States securities laws prohibiting any person who has material non-public information about a company from purchasing or selling securities of such company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

9) Standstill Agreement. The Recipient hereby acknowledges and agrees that the Evaluation Material is being furnished to the Recipient in consideration of the Recipient’s agreement that, for a period of eighteen (18) months from the date hereof, the Recipient shall not, and shall cause its Affiliates or its or their respective Representatives, or any other person acting on the Recipient’s behalf or at the Recipient’s or its Affiliates’ direct or indirect instruction, not to, in any manner, acting alone or in concert with others, without the prior written invitation or approval of the Board of Directors of the Disclosing Party, directly or indirectly, (i) acquire, agree to acquire or make any proposal to acquire any securities of the Disclosing Party, any option to acquire any securities of the Disclosing Party, any security convertible into or exchangeable for any securities of the Disclosing Party or any other right to acquire any securities of the Disclosing Party, (ii) seek or propose any merger, consolidation, business combination, tender or exchange offer, sale or purchase of assets or securities, dissolution, liquidation, restructuring, recapitalization or similar transactions of or involving the Disclosing Party, (iii) make, or in any way participate in, any “solicitation” of “proxies” (whether or not relating to the election or removal of directors), as such terms are used in Regulation 14A promulgated under the Exchange Act, with respect to any securities of the Disclosing Party, or seek to advise or influence any person with respect to the voting of any securities of the Disclosing Party, or demand a copy of the stock ledger list of stockholders, or any other books and records of the Disclosing Party, (iv) seek to have any candidate for nomination as a director of the Disclosing Party included in the Disclosing Party’s proxy statement pursuant to Regulation 14a-11 promulgated under the Exchange Act (if applicable), (v) form, join or in any way participate in a “group” (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to any voting securities of the Disclosing Party, (vi) otherwise act, alone or in concert with others, to knowingly seek to control or influence, in any manner, the management, Board of Directors or policies of the Disclosing Party, (vii) have any discussions or enter into any arrangements, understandings or agreements (whether written or oral) with, or advise, finance, assist or knowingly encourage, any other persons in connection with any of the foregoing, or make any investment in any other person that engages, or offers or proposes to engage, in any of the foregoing, or (viii) make any public announcement regarding any of the foregoing (except as required by law in respect of actions permitted hereby). Notwithstanding anything to the contrary in this Section 9, the Recipient shall be permitted to submit a proposal to the Board of Directors of the Disclosing Party that would otherwise be prohibited by the terms of clauses (i) or (ii) of the first sentence of this Section 9 if any such proposal is submitted to the Board of Directors of the Disclosing Party on a strictly confidential basis. The Recipient will cease to be bound by the provisions of clauses (i), (ii), (vii) and (viii) of this Section 9 upon the earliest to occur of the following (the period from the date of this Agreement until the earliest to occur of the following being the “Standstill Period”): (A) the day that is eighteen (18) months after the date hereof; (B) the Board of Directors of the Disclosing Party approves, or the Disclosing Party enters into, a transaction with any person that would result in such person beneficially owning (1) 50% or more of the Disclosing Party’s outstanding voting securities, (2) securities convertible into 50% or more of the Disclosing Party’s outstanding voting securities or (3) all or substantially all of the assets of the Disclosing Party; or (C) any person or “group” (within the meaning of Section 13(d)(3) of the Exchange Act) shall have commenced a tender offer or exchange offer for 50% or more of the Disclosing Party’s outstanding voting securities and the Board of Directors of the Disclosing Party shall have either recommended that the Disclosing Party’s stockholders tender or exchange in such offer or failed to recommend that the Disclosing Party’s stockholders reject such offer within ten (10) business days following the commencement of any such offer. Notwithstanding anything to the contrary contained herein, after the Standstill Period, the restrictions set forth in this Agreement on the use of Evaluation Material shall not prevent the Recipient from taking any action referred to in clause (i), (ii), (vii) or (viii) of this Section 9 that would otherwise be permitted after the Standstill Period; provided that nothing in this Section 9 shall detract from or alter the Recipient’s obligations under this Agreement to maintain the confidentiality of the Evaluation Material or any of the information which is subject to Sections 1 and 2 above.

10) Authority. Each Party represents and warrants that it has the right and authority to enter into this Agreement and perform its obligations hereunder.

11) Relationship and Disclaimer. This Agreement does not constitute or create any obligation of the Disclosing Party or its Representatives to provide any Evaluation Material or other information to the Recipient, but merely defines the duties and obligations of the Recipient and its Representatives with respect to the Evaluation Material. Neither the Disclosing Party nor its Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. The Recipient agrees (i) to conduct its own independent investigation and analysis and (ii) that neither the Disclosing Party nor its Representatives shall have any liability to the Recipient or its Representatives resulting from the use of the Evaluation Material or the Potential Transaction other than as may be set forth in a definitive agreement between the Recipient and the Disclosing Party concerning the Potential Transaction. Notwithstanding any other provision hereof, the Disclosing Party reserves the right not to make available hereunder any information the provision of which is determined by it, in its sole discretion, to be inadvisable or inappropriate.

The Recipient acknowledges and agrees that (i) the Disclosing Party is free to conduct the process leading up to a Potential Transaction as the Disclosing Party, in its sole discretion, may determine (including, without limitation, by negotiating with any prospective party and entering into a preliminary or definitive agreement without prior notice to the Recipient, its Representatives or any other person); (ii) the Disclosing Party reserves the right, in its sole discretion, to change the procedures relating to the Recipient’s consideration of the Potential Transaction at any time without prior notice to the Recipient, its Representatives or any other person, to reject any and all proposals made by the Recipient or any of its Representatives with regard to the Potential Transaction, and to terminate discussions and negotiations with the Recipient at any time and for any reason; and (iii) unless and until a written definitive agreement concerning the Potential Transaction has been executed, neither the Disclosing Party nor any of its Representatives will have any legal obligation or liability to the Recipient of any kind whatsoever with respect to the Potential Transaction, whether by virtue of this Agreement or any other written or oral expression with respect to the Potential Transaction or otherwise.

12) No Solicitation. The Recipient agrees that for a period of twelve (12) months from the Effective Date, neither the Recipient nor its Representatives will directly or indirectly solicit or hire any senior employee or officer who is employed by the Disclosing Party and with whom the Recipient has contact or of whom the Recipient becomes aware in connection with the evaluation, negotiation or completion of the Potential Transaction, except pursuant to a general solicitation that is not directed specifically to any such persons.

13) Entire Agreement and Amendments. This Agreement sets forth the complete agreement of the Parties with respect to the subject matter hereof, and expressly supersedes any prior or contemporaneous representation or agreement relating to and/or in connection with the Potential Transaction. In the event there is any conflict, inconsistency or additional obligation between this Agreement and the terms and conditions of any electronic dataroom now or hereafter applicable to a Party or its Representatives, the terms and conditions of this Agreement shall govern and constitute the terms and conditions with respect to the access of Evaluation Material by a Party and its Representatives in any electronic dataroom. This Agreement may be amended only when in writing and signed by both the Disclosing Party and the Recipient.

14) Waivers and Severability. A waiver of a breach or violation of any provision of this Agreement shall not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement. No waiver shall be valid unless signed in writing by the waiving Party. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.

15) Assignment. The Recipient shall not assign this Agreement without the prior written consent of the Disclosing Party. Nothing in this Agreement, express or implied, is intended to confer on any person or entity, other than the Parties or their respective successors and permitted assigns, any benefits, rights or remedies.

16) Governing Law and Jurisdiction and Remedies. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to conflict of law principles. Any disputes under this Agreement shall be subject to the exclusive jurisdiction and venue of the New York state courts and the federal courts located in New York County, New York. The Parties hereby consent to the personal exclusive jurisdiction and venue of these courts. The Recipient acknowledges and agrees that in the event of any breach of this Agreement, the Disclosing Party would be immediately and irreparably harmed and could not be made whole by monetary damages. It is accordingly agreed that the Disclosing Party, in addition to any other remedy to which it may be entitled in law or in equity, shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to compel specific performance of this Agreement, without the need for proof of actual damages. The Recipient agrees to waive, and to direct its Representatives to waive, any requirements for the securing or posting of any bond in connection with such remedy.

17) Term. This Agreement shall continue for a period of ten (10) years after the Effective Date (or, to the extent the Disclosing Party is bound by written confidentiality obligations and use restrictions to third parties that require the Disclosing Party to adhere to a longer period in order to provide certain Evaluation Material to the Recipient and its Representatives in compliance therewith, such longer period shall apply with respect to such Evaluation Material to the extent the Recipient or its Representatives receive access to such Evaluation Material and such Evaluation Material sets forth such longer period); provided that the expiration or termination of this Agreement shall in no way affect the Disclosing Party’s rights with respect to a breach by the Recipient or its Representatives of the terms of this Agreement which occurred prior to the date of such expiration or termination.

18) Recipient’s Evaluation Material. In the event the Recipient discloses to the Disclosing Party in connection with the Potential Transaction, any of its confidential information as defined, mutatis mutandis, pursuant to Section 1 above (the “Recipient’s Evaluation Material”), the terms and conditions of this Agreement shall apply, mutatis mutandis, to such Recipient’s Evaluation Material, as they were “Evaluation Material” of the Disclosing Party, and, accordingly, the Disclosing Party shall have the same obligations of confidentiality and non-use under this Agreement with respect to such Recipient’s Evaluation Material.

19) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com)) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

20) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the Effective Date.

For: Centauro S.p.A. For: Medipharm, Inc.

/s/ Melinda Paura /s/ Norman Well

Signature Signature

Name: Melinda Paura Name: Norman Well

Title: Corporate Business Development Executive Director Title: Chief Financial Officer

**CONFI#20**

**Exhibit 10(iii)A(83)**

**MAXIVISION, INC.**

**SEVERANCE AGREEMENT**

THIS SEVERANCE AGREEMENT (the “Agreement”) is made and entered into as of this 28th day of March, 2018, by and between MAXIVISION, INC., a Delaware corporation (the “Company”), and **Fred Patel** (“Executive”).

**W I T N E S S E T H:**

WHEREAS, Executive is a key employee of the Company and an integral part of the Company’s management;

WHEREAS, the Company desires to provide the Executive with certain benefits if the Executive’s employment is terminated involuntarily under certain circumstances;

WHEREAS, the Company and the Executive have determined it is in their mutual best interests to enter into this Agreement; and

NOW, THEREFORE, the parties hereby agree as follows:

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| 1. | **TERM OF AGREEMENT.** |

This Agreement shall commence on the date hereof and shall continue unless or until terminated as provided herein. This Agreement shall not be considered an employment agreement and in no way guarantees Executive the right to continue in the employment of the Company or its affiliates. Executive’s employment is considered employment at will, subject to Executive’s right to receive payments and benefits upon certain terminations of employment as provided below.

As of the date hereof, to the extent that the Executive and the Company have previously entered into a severance agreement related to the terms and conditions addressed in this Agreement, such agreement is superseded and replaced in its entirety by this Agreement.   Unless it is specifically provided otherwise, this Agreement does not supersede any Change in Control Agreement between the parties that relates specifically to termination and severance benefits in connection with a “change in control” (as defined in such Change in Control Agreement) of the Company.

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| 2. | **DEFINITIONS.** |

For purposes of this Agreement, the following terms shall have the meanings specified below:

2.1“**Board**” or “**Board of Directors”**. The Board of Directors of Maxivision, Inc., or its successor.

2.2“**Cause**”. The involuntary termination of Executive by the Company for the following reasons shall constitute a termination for Cause:

(a)If termination shall have been the result of an act or acts by the Executive which have been found in an applicable court of law to constitute a felony (other than traffic-related offenses);

(b)If termination shall have been the result of an act or acts by the Executive which are in the good faith judgment of the Company to be in violation of law or of written policies of the Company and which result in material injury to the Company;

(c)If termination shall have been the result of an act or acts of dishonesty by the Executive resulting or intended to result directly or indirectly in gain or personal enrichment to the Executive at the expense of the Company; or

(d)Upon the continued failure by the Executive substantially to perform the duties reasonably assigned to Executive given Executive’s training and experience (other than any such failure resulting from incapacity due to mental or physical illness not constituting a Disability, as defined herein), after a demand in

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writing for substantial performance of such duties is delivered by the Company, which demand specifically identifies the manner in which the Company believes that the Executive has not substantially performed his/her duties and such failure results in material injury to the Company.

If Executive’s employment is terminated for any reason, the supervising executive to whom Executive directly reports (the “Supervising Executive”) shall make a determination whether or not the termination was for Cause. If the Supervising Executive determines that the termination was for Cause, then, within thirty (30) days of such termination, the Company shall provide written notice to the Executive indicating that the termination was for Cause and noting that benefits will not be made available to the Executive pursuant to this Agreement.

2.3**“Change in Control Agreement”**. An agreement between Executive and the Company providing for the payment of compensation and benefits to Executive in the event of Executive’s termination of employment under certain circumstances following a “change in control” of the Company (as defined in such agreement).

2.4“**Company**”. Maxivision, Inc., a Delaware corporation, or any successor to its business and/or assets.

2.5**“Date of Termination**”. The date specified in the Notice of Termination (which may be immediate) as the date upon which the Executive’s employment with the Company is to cease.

2.6**“Disability”.** Disability shall have the meaning ascribed to such term in the Company’s long-term disability plan covering the Executive, or in the absence of such plan, a meaning consistent with Section 22(e)(3) of the Code. The determination of Disability shall be made by the Company in a manner consistent with the requirements of Section 409A.

2.7“**Notice of Termination**”. A written notice from the Company to the Executive specifying the Date of Termination.

2.8**“Section 409A**”. Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and rulings thereunder.

2.9**“Severance Period**”. A period equal to the lesser of (i) twelve (12) months from the Executive’s Date of Termination or (ii) the number of months (rounded to the nearest month) from the Executive’s Date of Termination until the date he/she attains age 65; provided, however, that the Severance Period shall in no event be less than six (6) months or extend beyond December 31 of the second year following the year in which the Date of Termination occurs.

3.**SCOPE OF AGREEMENT.**

This Agreement provides for the payment of compensation and benefits to Executive in the event his/her employment is involuntarily terminated by the Company without Cause. If Executive is terminated by the Company for Cause, dies, incurs a Disability or voluntarily terminates employment, this Agreement shall terminate (except that the restrictive covenants contained herein shall survive termination of this Agreement), and Executive shall be entitled to no payments of compensation or benefits pursuant to the terms of this Agreement; provided that in such events, Executive will be entitled to whatever benefits are payable pursuant to the terms of any health, life insurance, disability, welfare, retirement, deferred compensation, or other plan or program maintained by the Company.

If, as a result of Executive’s termination of employment, Executive becomes entitled to compensation and benefits under this Agreement and under a Change in Control Agreement, Executive shall be entitled to receive benefits under whichever agreement provides Executive the greater aggregate compensation and benefits (and not under the other agreement) and there shall be no duplication of benefits.

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| 4. | **BENEFITS UPON INVOLUNTARY TERMINATION WITHOUT CAUSE BY THE COMPANY** |

If Executive’s employment is involuntarily terminated by the Company during the term of this Agreement without Cause (and such termination does not arise as a result of Executive’s death or Disability), the Executive shall be entitled to the compensation and benefits described below, provided that Executive timely executes and does not revoke a valid release of claims in such form as may be required by the Company, and Executive abides by the provisions of this Agreement. If the Executive’s release execution period begins in one taxable year and ends in another taxable year, payments under this Section 4 shall not be made until the beginning of the second taxable year.

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4.1Base Salary. Executive shall continue to receive his/her Base Salary (subject to withholding of all applicable taxes) for the entire Severance Period (as defined in Section 2 above), payable in the same manner as it was being paid on his/her Date of Termination.

4.2Annual Bonus. Executive shall be paid an amount equal to the greater of (i) 55% of employee’s gross salary, multiplied by a fraction (the “Pro Rata Fraction”), the numerator of which is the number of days that have elapsed in the then current fiscal year through Executive’s Date of Termination and the denominator of which is 365, or (ii) the annual incentive bonus that would be paid or payable to Executive under the Incentive Plan based upon the Company’s actual performance for such fiscal year, multiplied by the Pro Rata Fraction. The bonus amount determined pursuant to this Section 4.2(i) shall be paid to Executive within thirty (30) days after the effective date of a confidential severance agreement and release entered into between Executive and Company referenced in Section 4.8, and any additional amount payable pursuant to Section 4.2(ii) shall be payable at the same time as bonuses are payable to other executives under the Incentive Plan. “Incentive Plan” shall mean the Maxivision, Inc. Management Cash Incentive Plan for the fiscal year in which the Executive’s Termination of Employment occurs. Terms used in this Section 4.2 shall have the meaning ascribed them in the Incentive Plan. The bonus amount determined pursuant to this section shall be subject to withholding of all applicable taxes. In the event Executive becomes entitled to a bonus under this Section 4.2 and under the Incentive Plan in connection with a change in control (as defined in the Incentive Plan), Executive shall be entitled to receive whichever bonus amount is greater and Executive shall not receive a duplicate bonus for the same fiscal year (or portion of a fiscal year).

4.3Accrued Vacation. Executive shall be paid an amount equal to Executive’s accrued but unused vacation (determined in accordance with Company policy) as of his/her Date of Termination. The amount (subject to withholding of all applicable taxes) shall be paid pursuant to applicable law.

4.4Stock Options, Restricted Stock and Restricted Stock Units. As of the first day of the Severance Period, the vesting and exercisability of all outstanding Stock Options, Restricted Stock, Restricted Stock Units and any other equity awards held by Executive shall be determined in accordance with the agreements and plans governing such awards.

4.5Health Care and Life Insurance Benefits. Subject to the terms of the group insurance contract and plan documents, the term life insurance coverage provided to Executive prior to the start of the Severance Period shall be continued at the same level as for active executives and in the same manner as received prior to the Severance Period, beginning on the first day of the Severance Period and ending on the last day of the Severance Period. If the terms of such plan or the laws applicable to such plan do not permit continued participation by Executive, then the Company will arrange for other coverage satisfactory to Executive at the Company’s expense which provides substantially similar benefits or, at the Company’s election, the Company will pay Executive a lump sum amount equal to the annual costs of such coverage(s) for the Severance Period, less applicable withholding. A benefit provided under this Section 4.5 shall cease if Executive obtains other employment and, as a result of such employment, life insurance benefits are available to Executive.

If Executive timely elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”) under the Company’s group medical plan following termination of his/her employment, the Company will pay Executive a monthly amount equal to the Company’s subsidy towards the cost of medical coverage for similarly-situated active employees enrolled in the same coverage in which the Executive was enrolled on the Date of Termination (the “COBRA Subsidy”), as reduced by any applicable withholding. The Company shall pay the COBRA Subsidy until the earliest of (a) the date Executive qualifies under another employer-sponsored medical plan, or (b) the end of eighteen (18) months of COBRA continuation coverage, or (c) the date on which the Severance Period ends.

4.6Outplacement Services. Executive will be provided with customary outplacement services by an outplacement firm selected by the Company for the Severance Period, provided that the Company’s total cost for such services shall not exceed an amount equal to ten percent (10%) of Executive’s Base Salary.

4.7Other Benefits. Except as expressly provided herein, all other fringe benefits provided to Executive as an active employee of the Company (e.g., car allowance, club dues, etc.), shall cease on the Date of Termination, provided that any conversion or extension rights applicable to such benefits shall be made available to Executive at

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his/her Date of Termination or when such coverages otherwise cease at the end of the Severance Period. Except as expressly provided herein, for all other benefit plans sponsored by the Company, the Executive’s employment shall be treated as terminated on his/her Date of Termination, and Executive’s right to benefits shall be determined under the terms of such plans; provided, however, in no event will Executive be entitled to severance payments or benefits under any other severance plan, policy, program or agreement of the Company, except to the extent Executive is covered by a Change in Control Agreement.

4.8Release of Claims. To be entitled to any of the compensation and benefits described above in this Section 4 (except for accrued vacation, which would be paid pursuant to applicable law), Executive shall sign a release of claims substantially in the form attached hereto as Exhibit A. No payments shall be made under this Section 4 until such release has been properly executed and delivered to the Company and until the expiration of the revocation period, if any, provided under the release. If the release is not properly executed by the Executive and delivered to the Company within the reasonable time periods specified in the release, the Company’s obligations under this Section 4 will terminate.

4.9Section 409A. All payments hereunder are intended to satisfy the “short-term deferral” exemption under Treas. Reg. §1.409-1(b)(4) in tandem with the “separation pay” exemption under Treas. Reg. §1.409-1(b)(9) such that no payment hereunder shall be deemed “deferred compensation” within the meaning of Code Section 409A. Therefore, to the extent the amounts described in Sections 4.1, 4.2 and 4.5 which are payable after March 15 of the year following the Date of Termination exceed the “separation pay” limit prescribed under Treas. Reg. § 1.409A-1(b)(9) (generally, the lesser of two times the Code § 401(a)(17) limit or two times the Executive’s annual compensation), then the payment of such excess amounts shall be accelerated and paid in equal installment payments commencing with the start of the Severance Period and ending on the payroll period preceding the March 15 of the year following the Date of Termination. Each installment payment under this Agreement shall be treated as a separate payment for purposes of Code Section 409A.

EXAMPLE: Solely for illustration purposes, if Executive terminates without Cause on November 1, 2017 and becomes entitled to Separation Pay totaling $1 million, with $700,000 of the Severance Pay otherwise scheduled to be paid after March 15, 2018, then $160,000 ($700,000 - $540,000 (Code § 401(a)(17) limit)) of the post-March 15, 2018 Severance Pay will be accelerated and paid ratably for the payroll period following the Executive’s Date of Termination and ending on the last payroll period preceding March 15, 2018. (Such example assumes the Executive’s annual compensation was equal to or greater than the Code § 401(a)(17) limit.)

Notwithstanding any provision of this Agreement to the contrary, no payments under Sections 4.1, 4.2 or 4.5 shall commence until the Executive has incurred a “Separation from Service.” For these purposes, “Separation from Service” means the termination of the Executive’s employment with the Company for reasons other than death or Disability. Whether a Separation from Service takes place is determined based on the facts and circumstances surrounding the termination of the Executive’s employment and whether the Company and the Executive intended for the Executive to provide significant services for the Company following such termination. A change in the Executive’s employment status will not be considered a Separation from Service if:

a.the Executive continues to provide services as an employee of the Company at an annual rate that is twenty percent (20%) or more of the services rendered, on average, during the immediately preceding three full calendar years of employment (or, if employed less than three years, such lesser period) and the annual remuneration for such services is twenty percent (20%) or more of the average annual remuneration earned during the final three full calendar years of employment (or, if less, such lesser period), or

b.the Executive continues to provide services to the Company in a capacity other than as an employee of the Company at an annual rate that is fifty percent (50%) or more of the services rendered, on average, during the immediately preceding three full calendar years of employment (or if employed less than three years, such lesser period) and the annual remuneration for such services is fifty percent (50%) or more of the average annual remuneration earned during the final three full calendar years of employment (or if less, such lesser period).

The Company makes no representations that the payments and benefits provided under this Agreement comply with Code Section 409A, and in no event shall the Company be liable for all or any portion of any taxes, penalties,

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interest, or other expenses that may be incurred by the Executive on account of non-compliance with Code Section 409A.

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| 5. | **CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION** |

5.1Purpose and Reasonableness of Provisions. Executive acknowledges that, during the term of his/her employment with the Company and during the Severance Period, the Company and its affiliates have furnished and may continue to furnish to Executive Trade Secrets and Confidential Information, which, if used by Executive on behalf of, or disclosed to, a competitor of the Company and its affiliates, or other person, could cause substantial detriment to the Company and its affiliates. Moreover, the parties recognize that Executive, during the term of his/her employment with the Company, has and will develop important relationships with customers, agents and others having valuable business relationships with the Company, and that these relationships may continue to develop during the Severance Period. In view of the foregoing, Executive acknowledges and agrees that the restrictive covenants contained in this Section 5 are reasonably necessary to protect the Company’s and its affiliates’ legitimate business interests, Confidential Information, and good will.

5.2Trade Secrets and Confidential Information. Executive agrees that he/she shall protect the Company’s and its affiliates’ Trade Secrets (as defined below) and Confidential Information (as defined below) and shall not disclose to any person or entity, or otherwise use or disseminate, except in connection with the performance of his/her duties for the Company, any Trade Secrets or Confidential Information; provided, however, that Executive may make disclosures required by a valid order or subpoena issued by a court or administrative agency of competent jurisdiction, in which event Executive will promptly notify the Company or its affiliates of such order or subpoena to provide the Company or its affiliates an opportunity to protect their interests. Executive’s obligations under this Section 5.2 shall apply during his/her employment and after his/her termination of employment, shall continue through the Severance Period, and shall survive any expiration or termination of this Agreement, so long as the information or material remains Confidential Information or a Trade Secret, as applicable.

Executive further confirms that during his/her employment with the Company, he/she has not and will not offer, disclose or use on Executive’s own behalf or on behalf of the Company, any information Executive received prior to employment by the Company which was supplied to Executive confidentially or which Executive should reasonably know to be confidential.

Nothing in this Agreement prohibits Executive from reporting possible violations of federal law or regulation to any governmental agency or entity including but not limited to the Department of Justice, the Securities and Exchange Commission, Congress, or any Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Executive does not need the prior authorization of Company to make any such reports or disclosures, and Executive is not required to notify Company that Executive has made such reports or disclosures.

5.3Return of Property. On or before the start of the Severance Period, Executive agrees to deliver promptly to the Company all files, customer lists, management reports, memoranda, research, Company forms and documents, financial data and reports and other documents (including all such data and documents in electronic form or on flash or external hard drives) of the Company or its affiliates, supplied to or created by him/her in connection with his/her employment hereunder (including all copies of the foregoing) in his/her possession or control, and all of the Company’s equipment (e.g., mobile devices, laptop, computer, flash or hard drives, etc.) and other materials in his/her possession or control. Executive’s obligations under this Section 5.3 shall survive any expiration or termination of this Agreement. Executive agrees and covenants to permanently delete any such information residing in electronic format to the best of his/her ability and to not attempt to retrieve it.

5.4Inventions. Executive does hereby assign to the Company the entire right, title and interest in any Invention which is or was made or conceived, either solely or jointly with others, during his/her employment with the Company. Executive attests that he/she has disclosed (or promptly will disclose, if during the Severance Period) to the Company all such Inventions. Executive will, if requested, promptly execute and deliver to the Company a specific assignment of title for any such Invention and will at the expense of the Company, take all reasonably required action by the Company to patent, copyright or otherwise protect the Invention.

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5.5Non-Competition. Executive acknowledges and agrees that both during his/her employment and for twelve (12) months after the last day of his/her employment with the Company, he/she has not and will not, directly or indirectly, engage in, provide, or perform any duties or services of the type conducted, authorized, offered, or provided by Executive in his/her capacity as an employee on behalf of the Company within twelve (12) months prior to the start of the Severance Period, on behalf of any person or entity (or in the case of an entity that is organized into divisions or units, any distinct division or operating unit of such entity) in the Territory (as defined in 5.10(g) below) that derives income from providing goods or services substantially similar to those which comprise the Company’s Business.

5.6Non-Solicitation of Customers and Sales Agents. Executive acknowledges and agrees that both during his/her employment and for twenty-four (24) months after the last day of his/her employment with the Company, Executive has not and will not directly or indirectly solicit Customers (as defined below) or Sales Agents (as defined below) with whom he/she had Material Contact (as defined below) for the purpose of providing goods and/or services competitive with the Company’s Business. Notwithstanding the foregoing, this Section shall not prevent Executive, during the course of his/her Severance Period, from soliciting a person or entity that has since discontinued all business communications with the Company.

5.7Non-Solicitation of Employees and Agents. Executive acknowledges and agrees that both during his/her employment and for twenty-four (24) months after the last day of his/her employment with the Company, Executive has not and will not, directly or indirectly, whether on behalf of Executive or others, solicit, lure or attempt to hire away any of the Company’s or its affiliates’ employees or agents. Notwithstanding the foregoing, this Section shall not prevent Executive from soliciting an employee or agent that has since discontinued all business dealings with the Company.

5.8Non-Disparagement. Executive agrees that he/she will not make any disparaging statements or comments to any person or entity by any medium, whether oral or written, about Company, any of its affiliates or any of its respective officers, directors, employees, shareholders, agents, representatives or independent contractors. Nor shall Executive communicate to any person or entity by any medium, whether oral or written, any information harmful or adverse to Company, any of its affiliates or any of its respective officers, directors, employees, shareholders, agents, representatives or independent contractors. Nothing in this Section shall prevent Executive from providing truthful testimony pursuant to a lawful subpoena or other court order.

5.9Injunctive Relief. Executive acknowledges that if he/she breaches or threatens to breach any of the provisions of this Section 5, his/her actions may cause irreparable harm and damage to the Company or its affiliates which could not be compensated in damages. Accordingly, if Executive breaches or threatens to breach any of the provisions of this Section 5, the Company (or, if applicable, an affiliate) shall be entitled to seek injunctive relief, in addition to any other rights or remedies the Company (or, if applicable, an affiliate) may have. The existence of any claim or cause of action by Executive against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company (or, if applicable, an affiliate) of Executive’s agreements under this Section 5.

5.10Definitions. For purposes of this Section 5, the following definitions shall apply:

a.“Confidential Information” means:

i.Data and information relating to the Company’s Business; disclosed to Executive or of which Executive became aware of as a consequence of Executive’s relationship with the Company; having value to the employer; not generally known to the competitors for the employer; and which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, route books, personnel data, and similar information For purposes of this Agreement, subject to the foregoing, and according to terminology commonly used by the Company, the Company’s Confidential Information shall include, but not be limited to, information pertaining to: (1) Business Opportunities (as defined below); (2) data and compilations of data relating to the Company’s Business (as defined below); (3) compilations of information about, and communications and agreements with, customers and potential customers of the Company; (4) computer software, hardware, network and internet technology utilized, modified or enhanced by the Company or by Executive in furtherance of Executive’s duties with the Company; (5) compilations of data concerning Company products, services, customers, and end users including but not limited to compilations concerning projected sales, new project timelines, inventory reports, sales, and cost and expense reports;

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(6) compilations of information about the Company’s employees and independent contracting consultants; (7) the Company’s financial information, including, without limitation, amounts charged to customers and amounts charged to the Company by its vendors, suppliers, and service providers; (8) proposals submitted to the Company’s customers, potential customers, wholesalers, distributors, vendors, suppliers and service providers; (9) the Company’s marketing strategies and compilations of marketing data; (10) compilations of data or information concerning, and communications and agreements with, vendors, suppliers and licensors to the Company and other sources of technology, products, services or components used in the Company’s Business; (11) any information concerning services requested and services performed on behalf of customers of the Company, including planned products or services; and (12) the Company’s research and development records and data. Confidential Information also includes any summary, extract or analysis of such information together with information that has been received or disclosed to the Company by any third party as to which the Company has an obligation to treat as confidential.

ii.Confidential Information shall not include:

1.Information generally available to the public other than as a result of improper disclosure by Executive;

2.Information that becomes available to Executive from a source other than the Company (provided Executive has no knowledge that such information was obtained from a source in breach of a duty to the Company);

3.Information disclosed pursuant to law, regulations or pursuant to a subpoena, court order or legal process; and/or

4.Information obtained in filings with the Securities and Exchange Commission.

b.“Trade Secrets” means Confidential Information constituting a trade secret under Georgia Law, O.C.G.A. §§ 10-1-760, *et seq*.

c.“Inventions” means contributions, discoveries, improvements and ideas and works of authorship, whether or not patentable or copyrightable, and: (i) which relate directly to the business of the Company, or (ii) which result from any work performed by Executive or by Executive’s fellow employees for the Company, or (iii) for which equipment, supplies, facilities, Confidential Information or Trade Secrets of the Company or its affiliates are used, or (iv) which is developed on the Company’s time.

d.“Customers” means those entities and/or individuals who are customers of the Company and/or its affiliates with respect to which, within the two-year period preceding the start of the Severance Period: (i) Executive had Material Contact on behalf of the Company; (ii) Executive acquired, directly or indirectly, Confidential Information or Trade Secrets as a result of his employment with the Company; and/or (iii) Executive exercised oversight or responsibility of subordinates who engaged in Material Contact on behalf of the Company.

e.“Company’s Business” means the design, manufacture, installation, servicing, and/or sale of one or more of the following and any related products and/or services: lighting fixtures and systems; lighting control components and systems (including but not limited to dimmers, switches, relays, programmable lighting controllers, sensors, timers, and range extenders for lighting and energy management and other purposes); building management and/or control systems; commercial building lighting controls; intelligent building automation and energy management technologies, products, software and solutions with respect to HVAC systems and HVAC controls and sensors; motorized shading and blind controls; building security and access control and monitoring for fire and life safety; emergency lighting fixtures and systems (including but not limited to exit signs, emergency light units, inverters, back-up power battery packs, and combinations thereof); battery powered and/or photovoltaic lighting fixtures; electric lighting track units; hardware for mounting and hanging electrical lighting fixtures; aluminum, steel and fiberglass fixture poles for electric lighting; light fixture lenses; sound and electromagnetic wave receivers and transmitters; flexible and modular wiring systems and components (namely, flexible branch circuits, attachment plugs, receptacles, connectors and fittings); LED drivers and other power supplies; daylighting systems including but not limited to prismatic skylighting and

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related controls; organic LED products and technology; medical and patient care lighting devices and systems; indoor positioning products and technology; sensor based information networks; distributed software services; and any wired or wireless communications and monitoring hardware or software related to any of the above.

f.“Territory” means the United States. Executive acknowledges that the Company is licensed to do business and in fact does business in all fifty states in the United States. Executive further acknowledges that the services he has performed and may continue to perform on behalf of the Company or its affiliates, including executive services, are at a senior managerial level and are not limited in their territorial scope to any particular city, state, or region, but instead affect the Company’s activity within the entire United States. Specifically, Executive provides executive services on the Company’s behalf, travels throughout the United States to attend Company meetings, visit Company factories and distribution centers, meet with Company agents and distributors, and attend trade shows. Accordingly, Executive agrees that these restrictions are reasonable and necessary to protect the Confidential Information, trade secrets, business relationships, and goodwill of the Company.

g.“Material Contact” shall have the meaning set forth in O.C.G.A. § 13-8-51(10), which includes contact between an employee and each customer or potential customer: with whom or which the employee dealt on behalf of the employer; whose dealings with the employer were coordinated or supervised by the employee; about whom the employee obtained confidential information in the ordinary course of business as a result of such employee’s association with the employer; or who receives products or services authorized by the employer, the sale or provision of which results of resulted in compensation, commissions, or earnings for the employee within two years prior to the date of the start of the Severance Period.

h.“Sales Agent” is any third-party agency, and/or its representatives, with which or whom the Company has contracted for the purpose of facilitating the sale of the Company’s products.

6.**MISCELLANEOUS**

6.1No Obligation to Mitigate. Executive shall not be required to mitigate the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by Executive as a result of employment by another employer after the Date of Termination or otherwise, except as provided in Section 4 with respect to benefits coverages.

6.2Contract Non-Assignable. The parties acknowledge that this Agreement has been entered into due to, among other things, the special skills and knowledge of Executive, and agree that this Agreement may not be assigned or transferred by Executive.

6.3Successors; Binding Agreement.

(a)In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, or who acquires the stock of the Company, to expressly assume and agree to perform this Agreement, in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

(b)This Agreement shall inure to the benefit of and be enforceable by Executive’s personal or legal representative, executors, administrators, successors, heirs, distributees, devisees and legatees.

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6.4Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered or seven days after mailing if mailed first class, certified mail, postage prepaid, addressed as follows:

If to the Company:

Maxivision, Inc.

Attention: General Counsel

XXXXX GA 30209

If to the Executive:

To his/her last known address on file with the Company

Any party may change the address to which notices, requests, demands and other communications

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shall be delivered or mailed by giving notice thereof to the other party in the same manner provided herein.

6.5Provisions Severable. If any provision or covenant, or any part thereof, of this Agreement should be held by any court to be invalid, illegal or unenforceable, either in whole or in part, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions or covenants, or any part thereof, of this Agreement, all of which shall remain in full force and effect.

6.6Waiver. Failure of either party to insist, in one or more instances, on performance by the other in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is contained in a writing signed by the party making the waiver.

6.7Termination, Amendments and Modifications. This Agreement may be terminated, amended or modified only by a writing signed by both parties hereto, which makes specific reference to this Agreement.

6.8Governing Law. The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

6.9Legal Fees. Each party shall pay its own legal fees and other expenses associated with any dispute under this Agreement or any Exhibit hereto.

6.10Integration. This Agreement, along with any Exhibit hereto, encompasses the entire agreement of the parties with respect to the subject matter hereto, including but not limited to prior severance agreements, and supersedes all previous understandings and agreements between them, whether oral or written, except that the restrictive covenants in this Agreement shall not supersede any restrictive covenants set forth in any other agreement between the Company and Executive (“Other Restrictive Covenants”). To the extent that the Other Restrictive Covenants conflict with the provisions contained in this Agreement, the provisions that are more restrictive on Executive will control. The parties hereby acknowledge and represent, that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

6.11Tender Back Provision. In the event that any provisions of Section 5 are found void, invalid, illegal, or otherwise unenforceable, or, if Executive or any other person or entity commences an action seeking to have a declaration that any of the provisions of Section 5 are void, invalid, illegal, or otherwise unenforceable, the Company’s obligation to pay 70% of the compensation set forth in Sections 4.1 and 4.2, and the outplacement benefits in Section 4.6 shall terminate immediately. Further, in the event Executive breaches or threatens to breach any provisions of Section 4, he/she shall be required to immediately return to the Company 70% of all such benefits set forth in Sections 4.1 and 4.2 that were previously paid, as well as the cash value of all benefits provided pursuant to Section 4.6.

6.12Tolling Period. If Executive is found by a court to have violated any restriction in Section 6 of this Agreement, he/she agrees that the time period for such restriction shall be extended by one day for each day that he/she is found to have violated the restriction, up to a maximum of 18 months.

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

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| **MAXIVISION, INC.** | |
| **By:** | /s/ Maurice Sejour |
|  | Maurice Sejour |
|  | Chairman, President & Chief Executive Officer |
|  | |
| **EXECUTIVE** | |
| /s/ Fred Patel | |
| Fred Patel | |

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**Exhibit A**

**Form of Release of Claims**

**CONFIDENTIAL SEVERANCE AGREEMENT AND RELEASE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Employee”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Employer” or the “Company”) (collectively referred to as “the Parties”) are entering into this **CONFIDENTIAL** **SEVERANCE AGREEMENT AND** **RELEASE**(the “Agreement”).

RECITALS

A.    Employee has previously been employed with the Company and Employee’s employment with the Company is being terminated.

B.    The Company has agreed to provide severance compensation to Employee in an amount not normally provided to employees, assuming Employee upholds certain ongoing obligations, and the Parties to this Agreement desire to resolve all issues between them including but not limited to Employee’s employment and the termination of that employment.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to be bound as follows:

Section 1 - Benefits

(a)**Payment and Consideration to Employee**:

i.**Benefits to Employee**:

ii.**Section 409A:** The Company will have the authority to delay the commencement of payments under this Section 1 to “key employees” of the Company (as determined by the Company in accordance with procedures established by the Company that are consistent with Section 409A) to a date which is six months after the Separation Date (and on such date, the payments that would otherwise have been made during such six-month period shall be made) to the extent such delay is required under the provisions of Section 409A, provided that the Company and Employee may agree to take into account any transitional rule available under Section 409A.

Section 2 - Release by Employee

**(a)Released Claims**: **Released Claims**: Employee irrevocably and unconditionally fully and finally releases, acquits and forever discharges all the claims described herein that he/she may now have against the Released Parties listed in Section (b), below, except that he/she is not releasing any claim that relates to: (1) his/her right to enforce this Agreement; (2) any rights or claims that arise after the execution of this Agreement; or (3) any rights or claims that he/she cannot lawfully release. Subject only to the exceptions just noted, Employee is releasing any and all claims, demands, actions, causes of action, liabilities, debts, losses, costs, expenses, or proceedings of every kind and nature, whether direct, contingent, or otherwise, known or unknown, past, present, or future, suspected or unsuspected, accrued or unaccrued, whether in law, equity, or otherwise, and whether in contract, warranty, tort, strict liability, or otherwise, which he/she now has, may

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have had at any time in the past, or may have at any time in the future arising or resulting from, or in any matter incidental to, any and every matter, thing, or event occurring or failing to occur at any time in the past up to and including the date of this agreement. Employee understands that the claims he/she is releasing might arise under many different laws (including statutes, regulations, other administrative guidance, and common law doctrines), such as, but not limited to, the following:

Anti-discrimination and retaliation statutes, such as Title VII of the Civil Rights Act of 1964, which prohibits discrimination and harassment based on race, color, national origin, religion, and sex and prohibits retaliation; **[If Executive is 40+-years-old:**the Age Discrimination in Employment Act (“ADEA”), which prohibits age discrimination in employment**]**; the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; the Americans With Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; Sections 1981 and 1983 of the Civil Rights Act of 1866, which prohibit discrimination and harassment on the basis of race, color, national origin, religion or sex; the Genetic Information Nondiscrimination Act of 2008, which prohibits discrimination on the basis of genetic information; the Family and Medical Leave Act of 1993, which extends certain rights to leave and reinstatement; the Sarbanes-Oxley Act of 2002, which prohibits retaliation against employees who participate in any investigation or proceeding related to an alleged violation of mail, wire, bank, or securities laws; Georgia anti-discrimination statutes, which prohibit retaliation and discrimination on the basis of age, disability, gender, race, color, religion, and national origin; and any other federal, state, or local laws prohibiting employment discrimination or retaliation.

Federal employment statutes, such as the WARN Act, which requires that advance notice be given of certain work force reductions; the Employee Retirement Income Security Act of 1974, which, among other things, protects employee benefits; the Family and Medical Leave Act of 1993, which requires employers to provide leaves of absence under certain circumstances; and any other federal laws relating to employment, such as veterans’ reemployment rights laws.

Other laws, such as any federal, state, or local laws providing workers’ compensation benefits (except as otherwise prohibited by law), restricting an employer’s right to terminate employees, or otherwise regulating employment; any federal, state, or local law enforcing express or implied employment contracts or requiring an employer to deal with employees fairly or in good faith; any state and federal whistleblower laws, any other federal, state, or local laws providing recourse for alleged wrongful discharge, improper garnishment, assignment, or deduction from wages, health and/or safety violations, improper drug and/or alcohol testing, tort, physical or personal injury, emotional distress, fraud, negligence, negligent misrepresentation, abusive litigation, and similar or related claims, willful or negligent infliction of emotional harm, libel, slander, defamation and/or any other common law or statutory causes of action.

Examples of released claims, include, but are not limited to the following (except to the extent explicitly preserved by Section 2 (a), above, of this Agreement): (i) claims that in any way relate to allegations of alleged discrimination, retaliation or harassment; (ii) claims that in any way relate to Employee’s employment with the Company and/or its conclusion, such as claims for breach of contract, compensation, overtime wages, benefits, promotions, upgrades, bonuses, commissions, lost wages, or unused accrued vacation or sick pay; (iii) claims that in any way relate to any state law contract or tort causes of action; and (iv) any claims to attorneys’ fees, costs and/or expenses or other indemnities with respect to claims Employee is releasing.

(b)**Released Parties**: TheReleased party/parties is/are Maxivision, Inc., all current, future and former parents, subsidiaries, affiliates, related companies, partnerships, or joint ventures related thereto,

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and, with respect to each of them, their predecessors and successors; and, with respect to each such entity, all of its past, present, and future employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, and any other persons acting by, through, under or in concert with any of the persons or entities listed in this subsection, and their successors (hereinafter the “Released Parties”).

(c)**Unknown Claims**: Employee understands that he/she is releasing the Released Parties from claims that he/she may not know about as of the date of the execution of this Agreement, and that is his/her knowing and voluntary intent even though Employee recognizes that someday he/she might learn that some or all of the facts he/she currently believes to be true are untrue and even though he/she might then regret having signed this Agreement. Nevertheless, Employee is expressly assuming that risk and agrees that this Agreement shall remain effective in all respects in any such case. Employee expressly waives all rights he/she might have under any law that is intended to protect him/her from waiving unknown claims Employee understands the significance of doing so. If Employee resides in California, Employee hereby expressly waives the provisions of California Civil Code Section 1542, which provides as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.” Moreover, this Release does not extend to those rights which, as a matter of law, cannot be waived, including but not limited to, unwaivable rights that Employee may have under the California Labor Code and/or the right to file a charge or complaint with any relevant government agency.

(d)**Ownership of Claims**: Employee represents and warrants that he/she has not sold, assigned or transferred any claim he/she is purporting to release, nor has he/she attempted to do so. Employee expressly represents and warrants that he/she has the full legal authority to enter into this Agreement for himself/herself and his/her estate, and does not require the approval of anyone else to do so.

(e)**Pursuit of Released Claims**: Employee represents that he/she has not filed or caused to be filed any lawsuit, complaint, or charge with respect to any claim this Agreement purports to waive, and he/she promises never to file or prosecute any lawsuit, complaint, or charge based on such claims. This provision shall not apply to any non-waivable charges or claims brought before any governmental agency. With respect to any such non-waivable claims, however, Employee agrees to waive his/her right (if any) to any monetary or other recovery, including but not limited to reinstatement, should any governmental agency or other third party pursue any claims on his/her behalf, either individually or as part of any class or collective action.

Section 3 - Promises

**(f)Separation Date**: Employee’s employment with the Company will terminate effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Separation Date”).

**(g)Taxes**: Employee understands that Employer will withhold applicable state and federal taxes from the payments referenced in Section 1(a) of this Agreement. Employee agrees that he/she is ultimately and solely responsible for paying the correct amount of taxes on any amounts he/she receives in connection with this Agreement. Employer will issue Employee an IRS Form W-2 in connection with the payments described in Section 1(a), above. Employee agrees not to make any claim against any Released Party based on how Employer reports amounts paid under this Agreement to tax authorities or if an adverse determination is made as to the tax treatment of any amounts payable under this Agreement. Employee understands and agrees that the Released Parties have no duty to try to prevent such an adverse determination. Employee further agrees to fully indemnify and hold the Released Parties harmless from all expenses, penalties, damages, fees and/or interest charges he/she incurs as a result of not paying taxes on, or withholding taxes from amounts paid to him/her and his/her attorneys under this Agreement.

**(h)Implementation**: Employee agrees to promptly sign any documents and do anything else that is necessary in the future to implement this Agreement.

**(i)FMLA and FLSA Rights Honored:**Employee acknowledges that he/she has received all of the leave from work for family and/or personal medical reasons and/or other benefits to which he/she believes

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he/she is entitled under Employer’s policy and the Family and Medical Leave Act of 1993 (“FMLA”), as amended. Employee has no pending request for FMLA leave with Employer; nor has Employer mistreated Employee in any way on account of any illness or injury to Employee or any member of Employee’s family. Employee further acknowledges that he/she has received all of the monetary compensation, including hourly wages, salary and/or overtime compensation, to which he/she believes he/she is entitled under the Fair Labor Standards Act (“FLSA”), as amended.

**(j)False Claims Representations, Cooperation, and Promises:** With this Separation Agreement, Employee acknowledges that he/she has disclosed to the Company’s General Counsel in writing any information he/she has concerning any conduct involving the Company that he/she has any reason to believe may be unlawful, unethical or otherwise inappropriate, including conduct in violation of the Sarbanes-Oxley Act of 2002. Employee certifies that to the best of his/her knowledge, information and belief, no member of management or any other employee (including himself) who has a significant role in Employer’s internal control over financial reporting has committed any fraud or engaged in any act, practice, or course of conduct that operates or would operate as a fraud or deceit upon any person or entity. Employee promises to cooperate fully with the Company in any investigation the Company undertakes into matters which occurred during his/her employment with the Company. If requested by the Company, Employee will promptly and fully respond to all inquiries from the Company and its representatives relating to any claims or lawsuits which relate to matters which occurred during his/her employment with the Company. If Employee is contacted to participate in any way in any claim, investigation or litigation at any time, he/she agrees to provide the Company’s General Counsel with prompt notice; and in no event shall such notice be delivered to the Company later than two (2) days after receipt by Employee, providing the Company with the opportunity to object to and/or be present at or participate in the proceeding. This Section does not prohibit Employee’s participation as a witness if he/she is compelled to appear through an enforceable subpoena or an enforceable court order, but it does require that he/she provide the Company with notice and the opportunity to object and/or participate. Before Employee discloses any Company information or engages in any other activity that could possibly violate the promises he/she has made herein, Employee promises that he/she will discuss his/her proposed actions with the Company’s General Counsel, who will inform him/her within seventy-two (72) hours whether the proposed actions would violate these promises.

**(k)[If Employee is 40+-years-old:] ADEA Release Requirements Have Been Satisfied**: Employee understands that this Agreement has to meet certain requirements to validly release any ADEA claims Employee might have had, and Employee represents and warrants that all such requirements have been satisfied. Employee acknowledges that, before signing this Agreement, he/she was given at least twenty-one (21) days to consider this Agreement. Employee further acknowledges that: (1) he/she took advantage of as much of this period to consider this Agreement as he/she wished before signing it; (2) he/she carefully read this Agreement; (3) he/she fully understands it; (4) he/she entered into this Agreement knowingly and voluntarily (i.e., free from fraud, duress, coercion, or mistake of fact); (5) this Agreement is in writing and is understandable; (6) in this Agreement, Employee waives current ADEA claims; (7) Employee has not waived future ADEA claims; (8) Employee is receiving valuable consideration in exchange for execution of this Agreement that he/she would not otherwise be entitled to receive such consideration; and (9) Employer hereby encourages and advises Employee in writing to discuss this Agreement with his/her attorney (at his/her own expense) before signing it, and that he/she has done so to the extent he/she deemed appropriate.

SECTION 4 - CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION

**(l)Purpose and Reasonableness of Provisions.** Employee acknowledges that the Company and the Parent Company (collectively referred to hereinafter, where applicable, as the “Protected Parties”) have furnished and may continue to furnish to Employee Trade Secrets and Confidential Information, which, if used by Employee on behalf of, or disclosed to, a competitor of the Protected Parties or other person, could cause substantial detriment to the Protected Parties. Moreover, the parties recognize that Employee, during the term of her employment with the Company, has developed important relationships with customers, agents and others having valuable business relationships with the Company, and that these relationships may continue

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to develop during the Severance Period. In view of the foregoing, Employee acknowledges and agrees that the restrictive covenants contained in this Section 4 are reasonably necessary to protect the Protected Parties’ legitimate business interests, Confidential Information, and good will.

**(m)Trade Secrets and Confidential Information.** Employee agrees that he/she shall protect the Protected Parties’ Trade Secrets (as defined in Paragraph 4(k)(ii) below) and Confidential Information (as defined in Paragraph 4(k)(i) below) and shall not disclose to any person or entity, or otherwise use or disseminate, except in connection with the performance of his/her duties for the Company, any Trade Secrets or Confidential Information; provided, however, that Employee may make disclosures required by a valid order or subpoena issued by a court or administrative agency of competent jurisdiction, in which event Employee will promptly notify the Protected Parties of such order or subpoena to provide the Protected Parties an opportunity to protect their interests. Employee’s obligations under this Section 4(b) shall apply after his/her Separation Date, shall continue through the Severance Period, and shall survive any expiration or termination of this Agreement, so long as the information or material remains Confidential Information or a Trade Secret, as applicable. Employee further confirms that he/she has not and will not offer, disclose or use on Employee’s own behalf or on behalf of the Company, any information Employee received prior to employment by the Company which was supplied to Employee confidentially or which Employee should reasonably know to be confidential.

Nothing in this Agreement prohibits Employee from reporting possible violations of federal law or regulation to any governmental agency or entity including but not limited to the Department of Justice, the Securities and Exchange Commission, Congress, or any Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Employee does not need the prior authorization of Employer to make any such reports or disclosures, and Employee is not required to notify Employer that Employee has made such reports or disclosures.

**(n)Return of Property.** Employee agrees to deliver promptly to the Company all files, customer lists, management reports, memoranda, research, Company forms and documents, financial data and reports and other documents (including all such data and documents in electronic form or on flash or external hard drives) of the Protected Parties, supplied to or created by him/her in connection with his/her employment hereunder (including all copies of the foregoing) in his/her possession or control, and all of the Company’s equipment (e.g., mobile devices, laptop, computer, flash or hard drives, etc.) and other materials in his/her possession or control. Employee’s obligations under this Section 4(c) shall survive any expiration or termination of this Agreement. Employee agrees and covenants to permanently delete any such information residing in electronic format to the best of his/her ability and to not attempt to retrieve it.

**(o)Inventions.** Employee does hereby assign to the Company the entire right, title and interest in any Invention which is or was made or conceived, either solely or jointly with others, during his/her employment with the Company, including during the Severance Period. Employee attests that he/she has disclosed (or promptly will disclose, if during the Severance Period) to the Company all such Inventions. Employee will, if requested, promptly execute and deliver to the Company a specific assignment of title for any such Invention and will at the expense of the Company, take all reasonably required action by the Company to patent, copyright or otherwise protect the Invention.

**(p)Non-Competition.** Employee acknowledges and agrees that, for twelve (12) months after the last day of his/her employment with the Company, he/she will not, directly or indirectly, engage in, provide, or perform any Executive Services on behalf of any person or entity (or in the case of an entity that is organized into divisions or units, any distinct division or operating unit of such entity) in the Territory (as defined in Section 4(k)(vii) below) that derives income from providing goods or services substantially similar to those which comprise the Company’s Business.

**(q)Non-Solicitation of Customers and Sales Agents.** Employee acknowledges and agrees that, for **twenty**-four (24) months after the last day of his/her employment with the Company, Employee will not directly or indirectly solicit Customers (as defined in Section 4(k)(v) below) or Sales Agents (as defined in

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Section 4(k)(ix) below) of the Company and its affiliates with whom he/she had Material Contact (as defined in Section 4(k)(viii) below) for the purpose of providing goods and/or services competitive with the Company’s Business. Notwithstanding the foregoing, this Section shall not prevent Employee, during the course of his/her Severance Period, from soliciting a person or entity that has since discontinued all business communications with the Company.

**(r)Non-Solicitation of Employees and Agents.** Employee acknowledges and agrees that, for twenty-four (24) months after the last day of his/her employment with the Company, Employee will not, directly or indirectly, whether on behalf of Employee or others, solicit, lure or attempt to hire away any of the Company’s or its affiliates’ employees or agents. Notwithstanding the foregoing, this Section shall not prevent Employee from soliciting an employee or agent that has since discontinued all business dealings with the Company.

**(s)Non-Disparagement**: Employee agrees that he/she will not make any disparaging statements or comments to any person or entity by any medium, whether oral or written, about Employer, any of its affiliates or any of its respective officers, directors, employees, shareholders, agents, representatives or independent contractors. Nor shall Employee communicate to any person or entity by any medium, whether oral or written, any information harmful or adverse to Employer, any of its affiliates or any of its respective officers, directors, employees, shareholders, agents, representatives or independent contractors. Nothing in this section shall prevent Employee from providing truthful testimony pursuant to a lawful subpoena or other court order.

**(t)Injunctive Relief.** Employee acknowledges that if he/she breaches or threatens to breach any of the provisions of this Section 4, his/her actions may cause irreparable harm and damage to the Protected Parties which could not be compensated in damages. Accordingly, if Employee breaches or threatens to breach any of the provisions of this Section 4, the Company (or, if applicable, the Protected Parties) shall be entitled to seek injunctive relief, in addition to any other rights or remedies the Company (or, if applicable, the Protected Parties) may have. The existence of any claim or cause of action by Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company (or, if applicable, the Protected Parties) of Employee’s agreements under this Section 4.

**(u)Provisions Severable.** If any provision in this Section 4 is determined to be in violation of any law, rule or regulation or otherwise unenforceable, and cannot be modified to be enforceable, such determination shall not affect the validity of any other provisions of this Agreement, but such other provisions shall remain in full force and effect. Each and every provision, paragraph and subparagraph of this Section 4 is severable from the other provisions, paragraphs and subparagraphs and constitutes a separate and distinct covenant.

**(v)Definitions:**

i.Confidential Information” means:

1.Data and information relating to the Company’s Business; disclosed to Employee or of which Employee became aware of as a consequence of Employee’s relationship with the Company; having value to the employer; not generally known to the competitors for the employer; and which includes trade secrets, methods of operation, names of customers, price lists, financial information and projections, route books, personnel data, and similar information. For purposes of this Agreement, subject to the foregoing, and according to terminology commonly used by the Company, the Company’s Confidential Information shall include, but not be limited to, information pertaining to: (1) Business Opportunities (as defined below); (2) data and compilations of data relating to the Company’s Business; (3) compilations of information about, and communications and agreements with, customers and potential customers of the Company; (4) computer software, hardware, network and internet technology utilized, modified or enhanced by the Company or by Employee in furtherance of Employee’s duties with the Company; (5) compilations of data concerning Company products, services, customers, and end users including but not limited to compilations

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concerning projected sales, new project timelines, inventory reports, sales, and cost and expense reports; (6) compilations of information about the Company’s employees and independent contracting consultants; (7) the Company’s financial information, including, without limitation, amounts charged to customers and amounts charged to the Company by its vendors, suppliers, and service providers; (8) proposals submitted to the Company’s customers, potential customers, wholesalers, distributors, vendors, suppliers and service providers; (9) the Company’s marketing strategies and compilations of marketing data; (10) compilations of data or information concerning, and communications and agreements with, vendors, suppliers and licensors to the Company and other sources of technology, products, services or components used in the Company’s Business; (11) any information concerning services requested and services performed on behalf of customers of the Company, including planned products or services; and (12) the Company’s research and development records and data. Confidential Information also includes any summary, extract or analysis of such information together with information that has been received or disclosed to the Company by any third party as to which the Company has an obligation to treat as confidential.

2.Confidential Information shall not include:

i.Information generally available to the public other than as a result of improper disclosure by Employee;

ii.Information that becomes available to Employee from a source other than the Company (provided Employee has no knowledge that such information was obtained from a source in breach of a duty to the Company);

iii.Information disclosed pursuant to law, regulations or pursuant to a subpoena, court order or legal process; and/or

iv.Information obtained in filings with the Securities and Exchange Commission.

ii.“Trade Secrets” means Confidential Information constituting a trade secret under Georgia Law, O.C.G.A. §§ 10-1-760, *et seq*.

iii.“Executive Services” shall mean the duties and services the Employee performed in his/her executive capacity on behalf of the Company, including anything of the type conducted, authorized, offered, or provided by the Employee in his/her Executive Capacity, within twelve (12) months prior the start of the Severance Period. Employee acknowledges that through the Company’s investment of time, training, money, trust, exposure to the public or exposure to customers, vendors or other business relationships during the course of Employee’s employment with the Company, Employee was an employee who gained a degree of notoriety, fame, reputation as the Company’s representative, as well as a degree of influence or credibility with the employer’s customers, vendors, or other business relationships and is intimately involved in the planning for the direction of the Company’s business or a defined unit of the business of the Company.

iv.“Inventions” means contributions, discoveries, improvements and ideas and works of authorship, whether or not patentable or copyrightable, and: (i) which relate directly to the business of the Company, or (ii) which result from any work performed by Employee or by Employee’s fellow employees for the Company, or (iii) for which equipment, supplies, facilities, Confidential Information or Trade Secrets of the Protected Parties are used, or (iv) which was developed on the Company’s time.

v.“Customers” means those entities and/or individuals who are customers of Company and/or its affiliates with respect to which, within the two-year period preceding the start of the Severance Period: (i) Employee had Material Contact on behalf of the Company; (ii) Employee acquired, directly or indirectly, Confidential Information or Trade Secrets as a result of his employment with the Company; and/or (iii) Employee exercised oversight or responsibility of subordinates who engaged in Material Contact on behalf of the Company.

vi.**[To be updated as the business evolves during Executive’s tenure with the Company:]** “Company’s Business” means the design, manufacture, installation, servicing, and/or sale of one or more of the following and any related products and/or services: lighting fixtures and systems; lighting control components and systems (including but not limited to dimmers, switches, relays, programmable lighting controllers, sensors, timers,

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**Exhibit 10(iii)A(83)**

and range extenders for lighting and energy management and other purposes); building management and/or control systems; commercial building lighting controls; intelligent building automation and energy management technologies, products, software and solutions with respect to HVAC systems and HVAC controls and sensors; motorized shading and blind controls; building security and access control and monitoring for fire and life safety; emergency lighting fixtures and systems (including but not limited to exit signs, emergency light units, inverters, back-up power battery packs, and combinations thereof); battery powered and/or photovoltaic lighting fixtures; electric lighting track units; hardware for mounting and hanging electrical lighting fixtures; aluminum, steel and fiberglass fixture poles for electric lighting; light fixture lenses; sound and electromagnetic wave receivers and transmitters; flexible and modular wiring systems and components (namely, flexible branch circuits, attachment plugs, receptacles, connectors and fittings); LED drivers and other power supplies; daylighting systems including but not limited to prismatic skylighting and related controls; organic LED products and technology; medical and patient care lighting devices and systems; indoor positioning products and technology; sensor based information networks; distributed software services; and any wired or wireless communications and monitoring hardware or software related to any of the above.

vii.**[To be updated based on the scope of geography for which Executive worked while at the Company:]** “Territory” means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Employee acknowledges that the Company is licensed to do business and in fact does business in all fifty states in the United States and all provinces in Canada. Employee further acknowledges that the services he/she has performed on behalf of the Company and its affiliates, including Executive Services, have been at a senior managerial level and were not limited in their territorial scope to any particular city, state, or region, but instead affected the Company’s activity within the entire United States and Canada. Specifically, Employee provided Executive Services on the Company’s behalf, traveled throughout the United States and Canada to attend Company meetings, visited Company factories and distribution centers, met with Company agents and distributors, and attended trade shows. Accordingly, Employee agrees that these restrictions are reasonable and necessary to protect the Confidential Information, trade secrets, business relationships, and goodwill of the Company.

viii.“Material Contact” shall have the meaning set forth in O.C.G.A. § 13-8-51(10), which includes contact between an employee and each customer or potential customer: with whom or which the employee dealt on behalf of the employer; whose dealings with the employer were coordinated or supervised by the employee; about whom the employee obtained confidential information in the ordinary course of business as a result of such employee’s association with the employer; or who receives products or services authorized by the employer, the sale or provision of which results of resulted in compensation, commissions, or earnings for the employee within two years prior to the date of the start of the Severance Period.

ix.“Sales Agent” is any third-party agency and/or systems integrator, and/or its representatives, with which or whom the Company or its affiliates has contracted for the purpose of facilitating the sale of the Company’s or its affiliates’ products or services during the last two years of Employee’s employment with the Company.

Section 5 - Confidentiality and damages for breach

(w)Employee represents and warrants that he/she has kept and will keep the nature and content of the discussions related to this Agreement, the existence and/or content of this Agreement, the amount of payment and consideration paid to Employee, and all terms of this Agreement completely confidential. Employee represents and warrants that he/she will not hereafter disclose any information concerning the fact, nature and/or content of the discussions related to this Agreement, the existence and/or content of this Agreement, the amount of payment and consideration paid to Employee, and/or terms of this Agreement to any other person or entity.

(x)Excepted from Section 5(a) for Employee shall be: (i) disclosure under seal in an arbitration to enforce this Agreement, but even then only the paragraph(s) at issue in the proceeding; (ii) legal counsel and tax advisors for the purpose of complying with tax laws and regulations for the preparation and filing of all relevant tax returns; and (iii) his/her spouse. Prior to disclosing any information permitted by this Paragraph, Employee must obtain the agreement by the person or entity permitted hereunder to maintain the information

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as Confidential. Any breach of this Confidentiality agreement by any person or entity shall be deemed a breach by Employee.

(y)Employee and his/her agents shall not under any circumstances bring to the attention of, solicit or otherwise encourage any person or entity, to solicit or otherwise encourage any inquiry into the fact, nature, and/or content of the discussions related to this Agreement, the existence and/or content of this Agreement, the amount of payment and consideration paid to Employee, and/or any of the terms of this Agreement. If contacted or asked by any person or entity as to the status of the Agreement, the disposition, fact, nature, or content of the discussions related to this Agreement, the existence and/or content of this Agreement, the amount of payment and consideration paid to Employee, and/or any of the terms of this Agreement, Employee agrees that he/she will say only that “I will not comment.”

(z)Employee agrees that he/she will not solicit or otherwise encourage any person or entity to seek this Agreement or the terms of this Agreement in any proceeding, agency investigation, litigation or arbitration. Likewise, Employee will not voluntarily participate in any proceeding, litigation or arbitration against Employer. Should Employee receive an enforceable subpoena or an enforceable court order, he/she agrees to provide Employer with prompt notice; and in no event shall such notice be delivered to the Company later than two (2) days after receipt by Employee, providing Employer with the opportunity to object to and/or be present at or participate in the proceeding. Employee agrees to fully cooperate with Employer in opposing any effort by any person or entity to obtain this Agreement or its terms and to refrain from responding or otherwise participating with respect to the disclosure of this Agreement or its terms until a Court of competent jurisdiction has ruled on Employer’s and Employee’s joint objections. Nothing in this Paragraph shall require Employee to disobey a final Court or other final enforceable order to produce this Agreement or disclose its terms.

(aa)Any disclosure of the terms of this Agreement by Employee or anyone permitted hereunder to any person or entity not permitted by this Agreement shall be deemed a violation by Employee of this Agreement and subject to the damages articulated in Section 5(f) of this Agreement.

(ab)In addition to any other remedies or relief that may be available, Employee agrees that Employer will be irreparably harmed by any actual or threatened violation of the Sections 5(a) - 5(d) of this Agreement, and that Employer will be entitled to an injunction prohibiting Employee from committing any such violation. Employee agrees that damages to Employer arising from a breach of this Agreement are likely to be difficult to quantify, and therefore agree that if an arbitrator determines that there has been a breach of this Agreement by Employee, Employer will necessarily have suffered some injury and will be entitled to liquidated minimum damages in the amount of fifteen percent (15%) of the amount paid by Employer to Employee following the execution of this Agreement, **per breach**, unless Employer proves greater damages. Employee agrees that the amount set forth as liquidated damages is not a penalty, but is instead a minimum amount of damages per incident for a breach of this Agreement. Employee is solely liable and responsible for his/her breach of the Agreement. The amount shall be payable to Employer. In addition, if an arbitrator finds that Employee breached any of the Confidentiality provisions, Sections 5(a) - 5(d), Employee agrees to pay the reasonable attorneys’ fees incurred by each affected entity bringing the action.

Section 6 - Arbitration

(ac)Any dispute relating to the interpretation or enforcement of this Agreement, Employee’s employment with Employer, or the termination thereof will be subject to confidential, binding arbitration under the Federal Arbitration Act and the rules of the American Arbitration Association. Such arbitration will occur in Conyers, GA. Judgment upon the award rendered may be entered in any court of competent jurisdiction. The arbitrator’s fee will be paid by Employer, except that if Employee is the initiating party, he/she will pay $250.00 towards the cost of arbitration. Each side shall otherwise bear their own attorneys’ fees, costs, and expenses incurred during the arbitration. Nothing in this section limits the right of Employer to enjoin in a court of competent jurisdiction any breach of Sections 4 and 5 under this Agreement.

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Section 7 - Miscellaneous

(ad)**Entire Agreement**: This is the entire agreement between the Parties with respect to the subject matter hereto. This Agreement may not be changed, modified, waived, discharged or terminated orally, or in any manner other than by an instrument in writing signed by Employee and an authorized official of Employer. Employee acknowledges that neither Employer nor any of its agents, representatives or attorneys has made any representations or promises to him/her other than those in or expressly referred to by this Agreement.

(ae)**Nonadmission of Liability**: Employee agrees that this Agreement shall not in any way be construed or interpreted as an admission of liability or wrongdoing by Employer, any such liability or wrongdoing being expressly denied.

**(af)Successors**: Employee agrees that this Agreement binds all of his/her heirs, administrators, representatives, executors, successors, attorneys and assigns, and will inure to the benefit of all Released Parties and their respective heirs, administrators, representatives, executors, successors, and assigns.

**(ag)Interpretation**: This Agreement shall be construed as a whole according to its fair meaning. It shall not be construed strictly for or against Employee or Employer. Unless the context indicates otherwise, the term “or” shall be deemed to include the term “and” and the singular or plural number shall be deemed to include the other. Captions are intended solely for convenience of reference and shall not be used in the interpretation of this Agreement.

**(ah)Waiver**: The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

**(ai)Severability**:In the event any section, paragraph, clause, phrase or word of this Agreement is declared or adjudged to be invalid or unenforceable, such declaration or adjudication shall not affect the remaining sections of this Agreement. If any waiver or release contained in this Agreement is determined to be contrary to any applicable law or public policy, such waiver or release shall be effective to the maximum extent permitted by law.

**(aj)Counterparts**: This Agreement may be signed in two or more identical counterparts, each of which shall be deemed an original and all of which, together, shall be deemed one and the same instrument. A signature transmitted by facsimile shall be deemed the equivalent of an original signature. This Agreement will not be effective until all parties have duly executed it. The effective date of this Agreement will be the date on which the last of the parties executes it.

**(ak)Governing Law**: Except to the extent governed by federal law, this Agreement shall be deemed to have been executed in the State of Georgia without giving effect to its conflict of law principles, and all matters pertaining to the validity, construction, interpretation, and effect of this Agreement shall be governed by the laws of the State of Georgia. The language contained in this Agreement shall be deemed to be that negotiated and approved by both Parties and no rule of strict construction shall be applied against either party.

**(al)[If Employee is 40+-years-old:] Revocation:**For a period of at least seven (7) days following the execution of such agreement, Employee may revoke this Agreement. If Employee wishes to revoke this Agreement in its entirety, he/she must make a revocation in writing which must be delivered by hand or confirmed facsimile before 5:00 p.m. of the seventh day of the revocation period to Carrie Russell, One Lithonia Way, Conyers, Georgia 30012, otherwise the revocation will not be effective. If Employee timely revokes this Agreement, Employer shall retain payments and benefits otherwise payable to Employee under this

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Agreement. Employee’s employment shall be immediately terminated, and no further remuneration shall be paid to Employee.

**(am)Access to Independent Legal Counsel; Knowing and Voluntary Execution: EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAS BEEN ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL OF HIS/HER OWN CHOOSING IN CONNECTION WITH ENTERING INTO THIS AGREEMENT. EMPLOYEE FURTHER ACKNOWLEDGES THAT IF DESIRED, HIS/HER LEGAL COUNSEL HAS REVIEWED THIS AGREEMENT, THAT EMPLOYEE FULLY UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT EMPLOYEE AGREES TO BE FULLY BOUND BY AND SUBJECT THERETO. EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT AND KNOWS AND UNDERSTANDS THE CONTENTS THEREOF, AND THAT HE/SHE EXECUTES THE SAME AS HIS/HER OWN FREE ACT AND DEED.**

CONFI#21

September 14, 2005

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| HENDRIKKS, INC. |
| (Exact name of registrant as specified in its charter) |

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| Delaware  (State or other jurisdiction | 0-18976  (Commission | 36-67654443  (IRS Employer |
| of incorporation) | File Number) | Identification No.) |

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|  |  |
| XXX, Illinois | 60000 |
| (Address of principal executive offices) | (Zip Code) |

Registrant’s telephone number, including area code: (XXXX

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|  |
| N/A |
| (Former name or former address, if changed since last report.) |

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**Item 1.01.**     **Entry into a Material Definitive Agreement.**

On September 14, 2005, Hendrikks, Inc. (the "Company"), entered into an employment agreement with Myrna Bruttle, the Company's Group President OEM and International.

The following description of the employment agreement is a summary of the material terms of the agreement and does not purport to be complete, and is qualified in its entirety by reference to the agreement, a copy of which is attached to this Form 8-K as Exhibit 10(c)(19), which is incorporated herein by reference.

Ms. Bruttle’s employment agreement provides that he will receive an annual base salary of $230,000.00. The Executive’s annual base salary may from time to time be increased by the Company's Chief Executive Officer subject to approval of the Compensation Committee of the Board of Directors. The employment agreement provides that the Executive will be eligible for discretionary annual incentive bonuses and to participate in the Company's Long-Term Capital Accumulation Plan, in each case as determined by the Compensation Committee of the Board of Directors of the Company.

The Company may terminate the Executive's employment with or without cause (as defined in the employment agreement). The Executive may terminate his employment with the Company upon sixty (60) days' prior written notice. The Executive's employment will terminate automatically upon his death or permanent disability.

In the event of the Executive's termination of employment without cause, the Company will continue to pay the Executive's base salary and provide him with certain benefits for a period of up to one year. During such salary continuation period, the Executive is obligated to provide certain limited consulting services to the Company. In the event an Executive dies while employed by the Company, the Executive will receive an amount equal to two times the Executive’s then current annual base salary.

Pursuant to the terms of the employment agreement, the Executive has agreed not to compete with the Company during the term of the employment agreement, while receiving salary continuation payments, if any, and for a period of two (2) years thereafter. The employment agreement also contain provisions related to return of Company property, non-disclosure of Company confidential information and other restrictive covenants related to non-solicitation of Company employees, agents and customers.

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| **Item 9.01.** | **Financial Statements and Exhibits.** |

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| (c) | Exhibits: |

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| Exhibit 10(c)(19) | Employment Agreement dated as of September 14, 2005 between the Company and Ms. Bruttle. |

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

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|  | HENDRIKKS, INC. |
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| Date: September 20, 2005 |  |
|  | \_\_\_/s/ Indira Medhi\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Name: Indira Medhi Title: Executive Vice President, Finance, Planning and Corporate Development; Chief Financial Officer; and Treasurer |
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**EXECUTIVE EMPLOYMENT AGREEMENT**

This Agreement is made and effective as of this 14th day of September 2005, between **HENDRIKKS, INC.**, a Delaware corporation “**Hendrikks**”), and **Myrna Bruttle**(“**Executive**”).

**WHEREAS**, Hendrikks wishes to continue to employ Executive as an officer of Hendrikks; and

**WHEREAS**, Executive wishes to continue employment with Hendrikks in such position; and

**WHEREAS**, Company (as defined in paragraph 14.1 below) is engaged in: (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 Company’s sales kits and manuals; (ii) the sale and distribution and the providing of systems and services related thereto; and (iii) the manufacture, sale and distribution of production and specialized parts and supplies; and (iv) the provision of just-in-time inventories of component parts to original equipment manufacturers and of maintenance and repair parts to a wide variety of users; and (v) the provision of in-plant inventory systems and of electronic vendor-managed, inventory systems to various customers (collectively “Company’s Products, Systems and Services”). Company’s independent sales agents or other representatives employed or retained by Company (“Agents”), solicit orders for Company’s Products, Systems and Services, in the territories assigned to them and also maintain, on behalf of Company, frequent contact for such purposes with customers; and

**WHEREAS**, Hendrikks’s officers are responsible for duties inherent to their offices relating to the management and operation of the Company, including but not limited to assisting Company in the development of its product line, the marketing, sale and distribution of Company’s Products, Systems and Services to Company’s customers, assisting in the cross-marketing and cross-selling of products of Company, and for Company’s sales activities, including but not limited to its sales management and management of its employees, agents and other representatives; and

**WHEREAS**, Hendrikks’s officers interact, cooperate, assist and confer with executives, employees, officers, directors, agents, representatives, consultants and others within the Company in the regular course of business and regularly engage in management, sales, distribution and operational activities, and activities relating thereto or in connection therewith; and

**WHEREAS**, Hendrikks reposes great trust and confidence in its officers.

**NOW THEREFORE**, in recognition of the needs of Company and its employees, and in consideration of Executive’s position with and employment or continued employment by Hendrikks, the rights and benefits provided hereunder and in any plan or program which requires as

a condition to participation therein or receipt of benefits thereunder by Executive’s, execution of this Agreement, and of the mutual agreements, promises and undertakings herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, Hendrikks and Executive mutually agree as follows:

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| 1. | **EMPLOYMENT/DUTY OF LOYALTY**. |

Hendrikks hereby agrees to employ Executive as Group President, OEM and International (or with such other title as mutually agreed upon) and as a member of its Corporate Management Committee, on a full-time basis, and Executive hereby accepts such employment. Executive shall report to the Chief Operating Officer, or to such other person as designated by the Chief Executive Officer (the “**Reporting Person**”).

Executive hereby acknowledges that he has a fiduciary responsibility and duty of loyalty to Company 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 Company. Executive shall diligently, competently and faithfully perform the duties assigned to him by Company from time to time.

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| 2. | **COMPENSATION AND BENEFITS**. | |  |
|  | 2.1 | Executive shall receive the following compensation: | |
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(a)          An annual salary in the amount of $230,000, which amount may be increased by the Chief Executive Officer of Hendrikks subject to approval of the Compensation Committee of the Board of Directors, in its sole discretion, from time to time, which salary shall be payable in substantially equal semi-monthly installments (“**Salary**”).

(b)          Commencing with the year 2005, an annual incentive bonus, if any, determined by the Compensation Committee of the Board of Directors of Hendrikks in its sole discretion based upon the overall growth and profitability of the Company as compared to the prior year (the “**Incentive Bonus**”). The Incentive Bonus, if any, shall be payable not later than April 15 of the following year, provided Executive’s employment hereunder has not been terminated by Hendrikks for cause prior to such date. The terms, conditions and provisions of the Incentive Bonus shall be in conformance with the incentive bonus program applicable to executive officers generally and particularly to such office as is held by Executive.

(c)          Eligibility to participate in the Long-Term Capital Accumulation Plan if and as recommended by Hendrikks’s Chief Executive Officer and if and as determined in the sole discretion of the Compensation Committee of the Board of Directors of Hendrikks.

2.2          Executive shall receive the following standard benefits; provided, however, Hendrikks may modify or terminate such benefits from time to time to the extent and on such terms as Hendrikks modifies or terminates such benefits as provided to other officers:

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(a)          Coverage under Hendrikks’s group health plan on such terms as provided to Hendrikks’s officers.

(b)          Long-term disability insurance coverage; provided however, if Executive becomes disabled within the meaning of any long-term disability policy then in effect, Hendrikks will pay to Executive the Salary which would have been due but for Executive’s disability for six (6) months following such disability. For thirty (30) months thereafter, Hendrikks will pay to Executive sixty percent (60%) of the Salary of Executive which would have been due but for Executive’s disability. While Hendrikks is making such payments, Hendrikks will be entitled to receive in money or by credit against such payments a sum equal to any Company provided long-term disability insurance benefits paid to or for the benefit of Executive for such period.

(c)          Group term life insurance with a death benefit amount of not less than $50,000, with additional double indemnity coverage.

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|  | (d) | Accidental death insurance. |  |
|  | (e) | Participation in Hendrikks’s 401(k) and profit-sharing retirement plans. | |

(f)           Four weeks annual vacation under the terms of Hendrikks’s vacation policy for officers.

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|  | (g) | Participation in Employer’s Executive Deferral Plan, if any. |

(h)          If Executive dies while employed by Hendrikks under this Agreement and is not then in default or breach of this Agreement, Hendrikks shall pay an additional compensation amount equal to two (2) times the annual Salary being paid to Executive at the time of his death (“**Additional Compensation Amount**”). The Additional Compensation Amount shall be payable to the beneficiary(ies) identified in writing by Executive from time to time on forms provided by Hendrikks for that purpose and filed by Executive with Hendrikks and shall be paid in forty-eight (48) equal, semi-monthly installments made as of the 15th day and the last day of each calendar month following Executive’s death.

(i)           Reimbursement for all reasonable and approved business expenses in accordance with Hendrikks policy, or as otherwise approved by the Reporting Person, provided Executive submits paid receipts or other documentation acceptable to Hendrikks and as required by the Internal Revenue Service to qualify as ordinary and necessary business expenses under the Internal Revenue Code of 1986, as amended (the “**Code**”).

2.3          All compensation and benefits to become payable to Executive under subparagraphs 2.1 and 2.2 shall be subject to applicable governmental laws and regulations regarding income tax withholding and other payroll taxes and deductions.

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| 3. | **TERMINATION OF EMPLOYMENT**. | |  |
|  | 3.1 | Executive’s employment under this Agreement may be terminated as follows: | |
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(a)          By Hendrikks, without cause, effective on the date that written notice of termination is delivered to Executive or sent to him by certified or registered mail to Executive’s home address as listed on Hendrikks’s records (or effective on such later date as indicated in such notice).

(b)          By Hendrikks, for cause, effective on the date that written notice of termination is delivered to Executive or sent to him by certified or registered mail to Executive’s home address as listed on Hendrikks’s records. For purposes of this Agreement, cause shall mean (i) violation by Executive of any agreement between Executive and Hendrikks or any law relating to non-competition, trade secrets, inventions, non-solicitation or confidentiality; (ii) material breach or default of any of Executive’s duties or other obligations or covenants under this Agreement; (iii) Executive’s gross negligence, dishonesty or willful misconduct; (iv) any act or failure to act by Executive which has an adverse effect on the Company’s reputation, goodwill or customer relations; (v) conviction of a crime by Executive (other than traffic related offenses); or (vi) an act of fraud, embezzlement or the misappropriation of property by Executive.

(c)          By Executive effective on the expiration ofsixty (60) daysfollowing written notice of resignation delivered to the Reporting Person by certified or registered mail, or hand delivery or overnight mail.

(d)          Automatically, upon Executive’s date of death or the date on which Executive is determined to be permanently “disabled” pursuant to the terms of Hendrikks’s long-term disability insurance policy.

3.2          Executive shall remain employed by Hendrikks until the effective date of termination or resignation, as the case may be, unless the parties shall otherwise agree; provided, however, following Hendrikks’s notice of termination without cause or Executive’s notice of resignation in accordance herewith, and until the effective date thereof, Executive shall perform only those services specifically authorized and directed by the Reporting Person, Chief Executive Officer or the Board of Directors and shall receive as compensation while so employed only the annual Salary then in effect and benefits as then in effect, subject to modifications in such benefits as may occur in the interim pertaining to such benefit programs generally affecting officers of Hendrikks.

3.3          Upon the effective date of termination of Executive’s employment under this Agreement:

(a)          Executive, upon notice of termination of his employment, shall immediately return to Hendrikks all Company property, including without limitation the property and information described in paragraphs 4 or 5 hereof, in whatever form, together with all copies thereof in his possession or under his control.

(b)          Hendrikks shall pay to Executive, within ninety (90) days following the effective date of termination of his employment, the sum of any compensation or benefits or other amounts due to him from Hendrikks as may be accrued for periods prior to the

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effective date of termination and not previously paid, less the sum of any payments, advances, loans and other charges due and owing from Executive to Company.

(c)          In the event of termination pursuant to paragraph 3.1(a) hereof during the first twelve-month period following Executive’s commencement of employment with the Hendrikks, Hendrikks shall, in return for Executive’s performance of the Consulting Services (as defined below), pay to Executive an amount equal to one month’s Salary times the number of complete months Executive has been employed by Hendrikks; otherwise, Hendrikks shall have no obligation to Executive. In the event of termination pursuant to paragraph 3.1(a) hereof after the first twelve-month period following Executive’s commencement of employment with Hendrikks, Hendrikks shall, in return for Executive’s performance of the Consulting Services (as defined below), pay to Executive an amount equal to one year’s annual Salary plus two additional months’ Salary (to a maximum of twelve additional months Salary) for each complete year Executive has been employed by Hendrikks after the initial twelve-month period of employment by the Hendrikks. (For example, if Executive is employed for six (6) years, Executive would be paid one year’s annual Salary plus an additional ten (10) months of that annual Salary). Amounts due to Executive under this paragraph 3.3(c) shall be paid to Executive in equal, semi-monthly installments as though Executive had continued in the employ of the Hendrikks for the period of time upon which such payment is based. (For example, if Executive is entitled to an amount equal to six months’ Salary, such amount shall be paid to Executive in equal semi-monthly installments over the six-month period immediately following the effective date of termination.) The period of time in which Hendrikks is obligated to provide salary continuation payments to Executive pursuant to this paragraph 3.3(c) is referred to herein as the “Salary Continuation Period”. During the Salary Continuation Period, Executive shall be entitled to continued health and life insurance coverage on substantially the same basis afforded to him prior to termination of Executive’s employment. During the Salary Continuation Period, Executive shall, upon request of the Company, make himself reasonably available on a limited basis from time to time to consult with Hendrikks regarding the business affairs of the Company (the **“Consulting Services**”); provided, however, Executive’s Consulting Services shall be limited to not more than twenty-four (24) hours in any calendar quarter and so that such consulting does not interfere with Executive’s employment time commitments with any successor employer.

(d)          Following termination of Executive’s employment with Hendrikks for any reason, Company shall have no obligation to provide for post-termination compensation or benefits to Executive (except as provided by paragraph 3.3(b) and as otherwise provided by law) unless Executive executes and delivers to the Hendrikks a release, in form reasonably satisfactory to the Hendrikks, of all claims against the Company and its officers, directors, employees and agents.

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| 4. | **COMPANY'S PROPERTY**. |

All notes, lists, reports, sketches, plans, data contained in computer hardware or software, memoranda or other documents concerning or related to Company’s or affiliates’ business which are or were created, developed, generated or held by Executive during employment, whether

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containing or relating to Confidential Information (as defined in paragraph 14) or not, are the property of Company and shall be promptly delivered to Company upon termination of Executive’s employment for any reason whatsoever. All notes, lists, reports, sketches, plans, data contained in computer hardware or software, memoranda or other documents concerning or related to Company’s or affiliates’ business which are or were created, developed, generated or held by Executive during the Salary Continuation Period, whether containing or relating to Confidential Information (as defined in paragraph 14) or not, are the property of Company and shall be promptly delivered to Company upon termination of the Salary Continuation Period. During the course of employment and during the Salary Continuation Period, 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 Company’s premises without prior written authorization from Company, other than in the normal execution of Executive’s duties.

5.            **EXECUTIVE'S OBLIGATION NOT TO USE OR DISCLOSE CONFIDENTIAL INFORMATION**.

Executive hereby acknowledges that, during the course of Executive’s employment and during the Salary Continuation Period, Executive 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 Company irreparable harm.

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 Hendrikks’s prior written consent, during the term of employment, during the Salary Continuation Period or thereafter, for as long as such Confidential Information remains confidential.

Executive further acknowledges that Company and its affiliates operate and compete internationally and that Company and/or its affiliates 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.

6.            **EXECUTIVE'S OBLIGATION NOT TO SOLICIT OR HIRE COMPANY'S EMPLOYEES AND AGENTS**.

During the Restriction Period (as hereinafter defined), 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 Company or any of its affiliates. During the Restriction Period, 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 Company or any person who has been an employee of or agent for the Company at any time in the ninety (90) days prior to termination of Executive’s employment, and, in the event Executive is providing Consulting Services following

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termination of his employment, any person who has been an employee of or agent for the Company at any time during the Salary Continuation Period, unless Hendrikks is informed and gives its approval prior to the hiring or retention. The term “Restriction Period” means the period of time in which Executive is employed by Hendrikks, the Salary Continuation Period, if any, and a period of two (2) years thereafter.

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| 7. | **NON-SOLICITATION OF CUSTOMERS**. |

Given Executive’s office and his participation in the development, sales, marketing and servicing of Company’s Products, Systems and Services, Executive acknowledges that Executive will learn or develop Confidential Information relating to the development, sales, marketing or provision of Company’s Products, Systems and Services, and Company’s customers and prospective customers. Executive further acknowledges that Company’s relationships with its customers are extremely valuable to it, are generally the result of substantial time and effort devoted by Company, and tend to be near permanent. Therefore, during the Restriction Period, 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 (i) to any person, firm or other entity to which Company sold any of Company’s Products, Systems or Services during the last two (2) years of Executive’s employment prior to the effective date of termination and (ii) in the event Executive is providing Consulting Services following termination of his employment, to any person, firm or other entity to which the Company sells any of Company’s Products, Systems or Services during the Salary Continuation Period. However, this paragraph shall not prohibit the solicitation of any actual or potential customer of Company which does not fall within the preceding description. This paragraph is independent of the obligations of confidentiality under paragraph 5 hereof and the non-compete provisions of paragraph 8 below.

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| 8. | **NON-COMPETITION PROVISIONS**. |

Executive expressly agrees that, during the Restriction Period, in the United States, Canada, Mexico and the United Kingdom, he shall not, directly or indirectly, as an owner, officer, director, employee, agent, advisor, 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 (defined in paragraph 14 below), or any other business similar to that of Company, or any other duties or pursuits for monetary gain which, in the sole judgment of Hendrikks, interfere with or restrict Executive’s activities on behalf of Company or constitute competition with the Company or its affiliates. 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 corporation whose stock or securities are publicly-owned or are regularly traded on any public exchange, provided that Executive does not own more than a one percent (1%) interest therein.

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| 9. | **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 Company.

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| 10. | **REMEDIES**. |

Executive acknowledges that failure to comply with the terms of this Agreement will cause irreparable loss and damage to Company. Therefore, Executive agrees that, in addition and cumulative to any other remedies at law or equity available to Company for Executive’s breach or threatened breach of this Agreement, Company is entitled 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 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 Company will not constitute a defense thereto.

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| 11. | **SEVERABILITY**. |

If any of the restrictions in this Agreement is determined by a court of competent jurisdiction to be excessively broad as to area or time or otherwise, the parties authorize the court to reduce such restriction to the extent necessary to make such restriction reasonable and to enforce such restriction as so reduced. Any provisions of this Agreement not so reduced shall remain in full force and effect.

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| 12. | **ASSIGNMENT**. |

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Hendrikks, its successors and assigns and Executive and Executive’s heirs, executors, administrators and other legal representatives. This Agreement is a personal service agreement and shall not be assignable by Executive.

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| 13. | **GOVERNING LAW**. |

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. Any action commenced to enforce or to determine any right or obligation hereunder shall be commenced only in a federal or state court with jurisdiction over Cook County, Illinois. Executive consents to personal jurisdiction in any such court.

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| 14. | **DEFINITIONS**. |

14.1       “**Company**” shall mean Hendrikks and any entity owned by Hendrikks or related to Hendrikks, directly or indirectly, in whole or in part, now or at any time during Executive’s employment with Hendrikks and during the Salary Continuation Period, if any, including, but not limited to, Assembly Component Systems, Inc., Werk Welding Systems, Inc., Norfolk American Corporation, Automatic Screw Machine Products Company, Merri Company, Hendrikks, Inc. (Ontario), Hendrikks de Mexico, Assembly Component Systems Limited–UK, and any other entity in which any one or more of them has an interest at any time during Executive’s employment with Hendrikks and during the Salary Continuation Period, if any, whether such entity is in the United States or elsewhere.

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14.2       “**Competitive Products, Systems and Services**” shall mean products, systems or services in existence or under development which are the same as or substantially similar to or functional equivalents of those of Company including, without limitation, those which are or may be provided to Company’s customers on behalf of Company by employees, agents, or sales representatives of Company.

14.3       “**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 Hendrikks, or performance of Consulting Services to Hendrikks, concerning the products, services, systems, customers and Agents of Company, 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, including but not limited to the identity of employees and Agents of Company, 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 Company’s Products, Systems or Services; information concerning planned or pending acquisitions or divestitures; and information concerning purchases of major equipment or property, and which:

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|  | (a) | has not been made generally available to the public; and |

(b)          is useful or of value to the current or anticipated business or research or development activities of Company, or of any customer or supplier of Company; and

(c)          has been identified to Executive by Company as confidential, either orally or in writing.

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; |

(y)          is obtained by Executive from a third party having the legal right to use and to disclose the same; or

(z)          was in the possession of Executive prior to receipt from Company (as evidenced by Executive’s written records pre-dating the first date of employment with Hendrikks).

Confidential Information also does not include Executive’s general skills and experience as defined under the governing law of this Agreement.

14.4       “**Unauthorized person or entity**” shall mean any individual or entity who or which has not signed an appropriate secrecy or confidentiality agreement with Company, or is not a current or target customer with whom Confidential Information is shared in the mutual interest of that person or entity and Company.

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| 15. | **MISCELLANEOUS PROVISIONS**. |

15.1       Covenants contained in this Agreement shall remain in force and effect beyond the termination of Executive’s employment.

15.2       During the term hereof and for four years following the effective date of termination of employment for any reason, Executive shall give notice of the existence and a copy of this Agreement to any prospective employer or business relation.

15.3       The paragraph headings set forth in this Agreement are for convenience of reference only and shall not affect the interpretation or meaning of any provision hereof.

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| 16. | **ENTIRE AGREEMENT**. |

This Agreement constitutes the entire agreement between Company and Executive with respect to the subject matter hereof and supersedes all previous communications and agreements between Hendrikks, including its predecessor, and Executive regarding the subject matter hereof. It may not be changed or modified except by written instrument signed by Hendrikks’s Chief Executive Officer and Executive.

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| 17. | **EXECUTIVE'S ACKNOWLEDGMENT AND REPRESENTATIONS**. |

Executive acknowledges and agrees that the services to be rendered by him to Company are of extraordinary merit and constitute a necessary and valuable contribution to the general growth and development of Company that result from Executive’s unique personal talent and expertise. In return for the consideration described in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as a condition precedent to Company entering into this Agreement, and as an inducement to Hendrikks to do so, Executive hereby represents, warrants, and covenants as follows:

17.1       Executive has executed and delivered this Agreement as his free and voluntary act, after having determined that the provisions contained herein are of a material benefit to him, and that the duties and obligations imposed on him hereunder are fair and reasonable and will not prevent him from earning a livelihood following the termination of his employment with Company.

17.2       Executive has read and fully understands the terms and conditions set forth herein, has had time to reflect on and consider the benefits and consequences of entering into this Agreement, acknowledges that any reference in this Agreement to Company applies also to any and all subsidiaries and affiliates of Company as defined in paragraph 14, and has had the opportunity to review the terms hereof with an attorney or other representatives, if he chose to do so.

17.3       The execution and delivery of this Agreement by Executive does not conflict with, or result in a breach of, or constitute a default under, any agreement or contract, whether oral or written, to which Executive is a party or by which Executive may be bound.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement at Des Plaines, Illinois, as of the date first written above.

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| **EXECUTIVE:**  /s/ Myrna Bruttle                           Myrna Bruttle | **HENDRIKKS, INC.**  By:/s/ Tom J. Hawthorne                     Tom J. Hawthorne Chief Executive Officer |

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**CONFI#22**

**Exhibit 10.****2**

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”), dated as of October 25, 2017, to be effective commencing on November 6, 2017 (the “Commencement Date”), is entered into by and between CheckUS Inc. (“Employer”) and Harumi Skoshi, an individual (“Employee”, together with Employer, the “Parties”).

**WHEREAS**, Employer desires to employ Employee as the Chief Financial Officer of Employer, on the terms and conditions set forth in this Agreement; and

**WHEREAS**, Employee is willing to accept such employment on the terms and conditions set forth in this Agreement.

**NOW**, **THEREFORE**, in consideration of the mutual agreements set forth herein, Employer and Employee hereby agree as follows:

**ARTICLE I**

**EMPLOYMENT, POSITION, DUTIES, RESPONSIBILITIES AND TERM**

1.01        Employment.  Employer agrees to, and does hereby, employ Employee, and Employee agrees to, and does hereby accept such employment, upon the terms and subject to the conditions set forth in this Agreement.

1.02        Position Duties and Authority.  During the Term (as defined below), Employee shall serve as the Chief Financial Officer of Employer.  In such capacity, Employee shall have such responsibilities, duties and authority (collectively “functions”) as may, from time to time, be assigned by Employer’s Chief Executive Officer (“CEO”).  provided, such functions shall be commensurate with the integrity and status of Employee’s office and position with Employer.  Employee shall report directly to the CEO.  During the Term, Employee shall serve Employer, faithfully and to the best of Employee’s ability, and shall devote substantially all of Employee’s business time, attention, skill and efforts to the business and affairs of Employer (including its subsidiaries and affiliates).  Notwithstanding the foregoing, during the Term, Employee may (i) engage in charitable, educational, religious, civic and other types of activities, and (ii) serve as a member of the board of directors or other similar governing body of one company that does not engage in the Business (as hereinafter defined) in competition with Employer or advise companies (on a paid or unpaid basis) provided such company does not engage in the Business in competition with Employer (such activities the “Permitted Activities”) to the extent that such Permitted Activities do not unreasonably interfere with the performance of Employee’s duties hereunder or materially conflict with the business of Employer, its subsidiaries and affiliates.  Employee may serve as a member of the board of directors or similar governing body of another company subject to prior approval of the Board.  Employee shall be permitted to retain as Employee’s sole and exclusive property, any and all compensation, remuneration, proceeds, profits, assets or other consideration of any nature received or payable to Employee for or in connection with the Permitted Activities hereunder.  Employee’s principal base of operation for the performance of Employee’s duties under this Agreement shall be in New York; provided, however, that Employee shall temporarily travel in the course of performing such duties and

responsibilities as shall from time to time be reasonably necessary to fulfill Employee’s obligations under this Agreement.

1.03        Term of Employment.  Employee’s employment under this Agreement shall commence on the Commencement Date and shall continue until such employment is terminated pursuant to Article IV hereof (the “Term”).

**ARTICLE II**

**COMPENSATION, BENEFITS AND EXPENSES**

2.01        Compensation and Benefits.  For all services rendered by Employee in any capacity during the Term, including, without limitation, services as an officer, director or member of any committee of Employer, or any subsidiary, affiliate or division thereof, Employee shall be compensated as follows (subject, in each case, to the provisions of Article IV below):

(A)          Base Salary and Bonus.  During the Term, Employer shall pay to Employee a base salary at the rate of $345,000 on an annualized basis (“Base Salary”).  Employee’s Base Salary shall be subject to periodic review and such periodic increases (but no decreases) as the Employer’s Board of Directors (“Board”) shall deem appropriate in accordance with Employer’s procedures and practices in effect from time to time regarding the salaries of employees.  The term “Base Salary” as used in this Agreement shall refer to Base Salary as may be increased from time to time in accordance with the terms hereof.  Base Salary shall be payable in accordance with the customary payroll practices of Employer.  In addition, Employee shall be eligible for a target bonus in an amount equal to 60% of the Base Salary (“Bonus”) per annum determined and paid based upon the attainment by Employee of performance goals and objectives established by the Board.  Employee shall also be entitled to a signing bonus in the aggregate amount of $50,000 payable in equal monthly installments over 6 months following the Commencement Date.

(B)          Equity.

(i)            Effective as of the Commencement Date, Employer will recommend to the Board that Employee be granted options (the “Subject Options”) to purchase shares of common stock of Denzel Group Holdings Inc. (the “Subject Stock”) pursuant to the.  Denzel Group Holdings Inc. 2017 Omnibus Equity Incentive Plan (the “Plan”) and an award agreement to be provided by Employer (the “Award Agreement”).  The Plan and Award Agreement shall reflect the terms of the Subject Options as set forth in this.  Agreement.  The Subject Options shall be granted no later than thirty (30) days following the Commencement Date.  Employer represents and warrants that such Subject Stock will represent no less than 1.0% of the total authorized, issued and outstanding shares of any and all series and classes of capital stock in Denzel Group Holdings Inc. (“Holdco”) as determined on a fully diluted basis as of the Commencement Date after taking into account the existence, exercise or issuance of any and all outstanding and available classes of authorized shares of capital stock in Holdco and all options, warrants, restricted shares, convertible debts or other instruments of any kind or nature capable of being exchanged for securities or capital stock in Holdco (collectively “Holdco Stock”).  Except following a termination by Employer for Cause or Employee’s breach of restrictive

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covenants, the Subject Options shall have a one-year period post-employment exercise period to the extent vested as of the date of termination (unless expressly provided otherwise).

(ii)           Subject to Employee’s continued employment on the applicable vesting date (unless expressly provided otherwise), the Subject Options shall have the following vesting terms:

(A)          50% of the Subject Options shall be subject to time-vesting (the “Time Vesting Options”) whereby 25% of the Time Vesting Options shall vest on the one-year anniversary of the Commencement Date and the remaining 75% of the Time Vesting Options shall vest in equal quarterly installments over the next 12 calendar quarters; and

(B)          50% of the Subject Options shall vest when Infinite Equity Partners L.L.C. (“PEP”) has received cash (or cash equivalent) proceeds of a multiple equal to two times (2.0 x) PEP’s total invested equity in Holdco Stock (the “Performance Vesting Options”).

(iii)          One hundred percent (100%) of the Time Vesting Options shall accelerate and fully vest in the event of the occurrence of a Change in Control as defined under the Plan and including the direct or indirect purchase by a third party of 51% of Holdco Stock.

(iv)          In the event Employee’s employment with Employer is terminated by reason of Employee’s death, Disability, by Employer without Cause, or by Employee for Good Reason:

(A)          The Time Vesting Options that would otherwise have vested between the date of termination and the twelve month anniversary of the date of termination will accelerate and fully vest on the date of termination; and

(B)          The Performance Vesting Options shall remain outstanding for a one-year period following a termination by Employer without Cause or by Employee with Good Reason and shall vest if, during such one-year period, the applicable performance hurdle is satisfied.

(v)           In the event Employee’s employment with Employer is terminated by Employer for Cause or if the Employee breaches his restrictive covenants all Subject Options, whether vested or unvested, will immediately be forfeited.

(vi)          In the event Employee’s employment with Employer is terminated by Employer for Cause or if the Employee breaches his restrictive covenants, Employer will be entitled to repurchase any Subject Stock received upon exercise of the Subject Option at an amount equal to the lower of (i) cost minus prior distributions and (ii) fair market value as of the date of the repurchase during the Restricted Period.

(vii)         Employee shall have the right to elect to require Employer to repurchase any Subject Stock at the lower of (i) cost minus prior distributions and (ii) the then fair market value of the Subject Stock, each as and to the extent permitted under the Employer’s

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credit agreement as in effect at such time.  Any such repurchase election must be made in writing within six (6) months following a termination hereunder.

Benefits.  During the Term, Employee shall be entitled to participate in all of Employer’s employee benefit plans and programs, including medical coverage, as Employer generally maintains from time to time during the Term for the benefit of any of its employees, in each case subject to the eligibility requirements and other terms and provisions of such plans or programs.  Employer may amend, modify or rescind any employee benefit plan or program and change employee contribution amounts to benefit costs without notice in its discretion, provided that (i) no such amendment shall apply in a retroactive manner and (ii) any such amendment must apply on the terms and conditions uniformly applicable to all employees of Employer.  Notwithstanding any provision herein to the contrary, during the Term, the Employer shall provide employee (directly or through a supplemental policy to be made available to senior executives) with medical coverage that is no less favorable than the medical coverage made available to Employee on the Commencement Date.

2.02        Expenses.  Employee shall be entitled to receive reimbursement from Employer for all reasonable out-of-pocket expenses incurred by Employee during the Term in connection with the performance of Employee’s duties and obligations under this Agreement, according to Employer’s expense account and reimbursement policies in effect from time to time and provided that Employee shall submit documentation which Employer deems reasonable with respect to such expenses.

2.03        Withholding and Deduction.  All payments to Employee pursuant to this Agreement are subject to applicable withholding and deduction requirements.

**ARTICLE III**

**OTHER AGREEMENTS**

3.01        Confidentiality & IP Transfer Agreement.  Effective as of the Commencement Date, Employee shall execute the confidentiality and intellectual property transfer agreement attached hereto (the “Confidentiality & IP Agreement”).

**ARTICLE IV**

**TERMINATION**

4.01        Events of Termination.  This Agreement and Employee’s employment hereunder shall terminate upon the occurrence of any one or more of the following events:

(A)          Death.  In the event of Employee’s death, this Agreement and Employee’s employment hereunder shall automatically terminate effective as of the date and time of death.

(B)          Termination by Employer for Cause.  Employer may, at its option, terminate this Agreement and Employee’s employment hereunder for Cause (as defined herein) upon giving notice of termination to Employee (following the expiration of the applicable cure period, if any) which notice specifies that Employer deems such termination to be for “Cause”

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hereunder and specifies in reasonable detail the grounds for such “Cause.”  Employee’s employment shall terminate on the date on which such notice shall be given.  For purposes hereof, “Cause” shall mean Employee’s (i) conviction of, guilty plea to or confession of guilt of a felony, (ii) willful misconduct or gross negligence in the performance of services hereunder which is materially and demonstrably injurious (monetarily or otherwise) to the business, prospects, or operations of Employer or any controlled affiliate of Employer which, if curable, remains uncured (to the reasonable satisfaction of the CEO) for thirty (30) days after Employer provides written notice thereof to Employee, (iii) after a written warning and a 30-day opportunity to cure such violation, continued willful material violation by Employee of Employer’s written policies or procedures as uniformly applicable to all executive employees of Employer and as in effect from time to time (iv) after a written warning and a 30-day opportunity to cure such non-performance and breach, continued willful failure to perform Employee’s material duties hereunder or other material breach of this Agreement (including, without limitation, a breach of any of Employee’s obligations under Article V hereof); *provided*, *however*, that in the case of Employee’s commission of any act described in clauses (iii) and/or (iv) above which is or are not capable of cure, Employer shall not be required to give such 30-day opportunity to cure same prior to any termination therefor; and *provided further*, *however*, that in the event Employer shall have previously given such 30-day opportunity to cure a specific act of Employee described in clauses (iii) or (iv) above during the immediately preceding one (1) year, Employer shall not again be required to give such 30-day cure period for any second specific act which is the same act so committed by Employee as described in such clause (iii) or (iv), respectively.

(C)          Without Cause by Employer.  Employer may, at its option, at any time terminate Employee’s employment for no reason or for any reason whatsoever (other than for Cause or due to death or Disability (as defined below)) upon written notice to the Employee.

(D)          Termination by Employee.  Employee may terminate this Agreement and Employee’s employment hereunder at any time with or without Good Reason with notice to Employer.  However, if Employee terminates his employment without Good Reason, then he shall provide Employer with not less than sixty (60) days prior written notice, which period can be shortened at the sole discretion of Employer.  For purposes of this Agreement “Good Reason” shall mean, in the absence of a written consent of Employee:

(i)            any action by Employer which results in a material diminution in Employee’s title, position, authority or duties from those customarily provided or performed by Employee or typical of a Chief Financial Officer of a similarly situated company;

(ii)           any material failure by Employer to comply with or breach by Employer of any material provision of this Agreement, including the failure by Employer to grant the Subject Options on the terms and conditions set forth in Section 2.01(B);

(iii)          any reduction in Employee’s Base Salary, eligibility for a Bonus or other amount owed to Employee hereunder;

(iv)          a relocation of Employee’s workplace outside of New York, New York; or

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(v)           a change in reporting such that Employee no longer reports directly to the CEO or reports to any officer, employee, director or other governing body of Employer at a lower level or with materially less authority, duties or responsibilities than the CEO.

Notwithstanding the foregoing, Employee shall not be entitled to terminate Employee’s employment with Employer for the occurrence of any Good Reason unless Employee (i) notifies the Employer of the occurrence of such Good Reason within ninety (90) days after its initial occurrence, (ii) provides Employer with thirty (30) days to cure the occurrence of such Good Reason event of which Employer is so notified, and (iii) elects to terminate Employee’s employment with Employer as a result of such Good Reason event within one (1) year after the occurrence thereof; *provided*, *however*, that in the event Employee shall have previously given such 30-day opportunity to cure any such occurrence or commission of an event of Good Reason during the immediately preceding one (1) year, Employee shall not again be required to give such 30-day cure period for any second such act constituting Good Reason committed by Employer.

(E)           Disability.  To the extent permitted by law, in the event of Employee’s medically determined physical or mental disability which makes it impossible for Employee to perform Employee’s material duties under this Agreement for a period of at least 90 consecutive days in any 12-month period or 120 non-consecutive days in any 12-month period, and which cannot be reasonably accommodated by Employer without undue hardship (“Disability”), Employer may terminate this Agreement and Employee’s employment hereunder upon at least 30 days’ prior written notice to Employee.

(F)           Mutual Agreement.  This Agreement and Employee’s employment hereunder may be terminated at any time by the mutual written agreement of Employer and Employee.

4.02        Employer’s Obligations Upon Termination.

(A)          For Cause; Termination by Employee Other than For Good Reason; or Disability.  If, during the Term, Employer shall terminate this Agreement and Employee’s employment hereunder for Cause, Employee shall terminate this Agreement and Employee’s employment hereunder other than for Good Reason, or this Agreement and Employee’s employment hereunder shall terminate as a result of Employee’s Disability, in each case, Employer’s sole obligation to Employee under this Agreement shall be to (a) pay to Employee (or in the case of his Disability, to his legal representative) the amount of any Base Salary, but not yet paid to Employee, prior to the date of such termination, (b) reimburse Employee for any expenses incurred by Employee through the date of such termination (c) pay to Employee all accrued and unused vacation and accrued benefits through the date of such termination (such amounts described under sub-clauses (a) through (c) above being collectively herein referred to as the “Accrued Amounts”).

(B)          Without Cause; Termination by Employee for Good Reason.  Upon the termination of this Agreement and Employee’s employment with Employer either (i) by Employer other than for Cause, as a result of Employee’s death or as a result of Employee’s Disability, or (ii) by Employee for Good Reason, in each case, Employer’s sole obligation to

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Employee under this Agreement shall be to pay or provide to Employee (a) all Accrued Amounts through and including the effective date of such termination, (b) the sum of Employee’s Base Salary for one (1) year payable on a semi-monthly basis in accordance with the Employer’s normal payroll practices subject to withholdings and deductions and (c) continuation of Employee’s medical benefits through and including the date which is one (1) year from and after the effective date of any such termination of Employee’s employment contemplated hereunder; provided that if during this one (1) year period should Employee become employed as a consultant and/or employee for one or more entities and as a result be eligible to obtain comparable alternate medical benefits, then Employer shall cease continuation of Employee’s medical benefit and have no further liability for such payments and/or coverage.  The payments described in (b) shall commence or be paid on the sixtieth (60th) day following the date on which the termination occurs, with the first payment including any payments that would have been made had the sixty (60)-day delay provided herein not applied, subject to the Employee’s timely execution and non-revocation of the Release (as defined in.  Section 4.04).

(C)          Death.  If during the Term, this Agreement and Employee’s employment hereunder shall terminate as a result of Employee’s death, Employer’s sole obligation to Employee’s estate under this Agreement shall be to pay or provide to Employee’s estate the Accrued Amounts through the date of such termination.

(D)          Vested Benefits.  In addition to the payments and benefits set forth in this Section 4.02, amounts which are vested benefits or which Employee is otherwise entitled to receive under any plan, program, policy or practice (with the exception of those relating to severance, if any) on the date of termination, shall be payable in accordance with such plan, policy, practice or agreement.

4.03        Survival; No Mitigation or Offset.  This Article IV and Articles V and VI shall survive any expiration or termination of this Agreement.  All payments made or required to be made by Employer to Employee under this Article IV shall not be conditional upon or subject to either (i) any obligation of Employee to mitigate or expend any efforts to reduce or mitigate the amount of damages suffered by Employee or the amount of payments or obligations required to be made or performed by Employer under this Article IV or (ii) any reduction or right of offset for or in favor of Employer for or with respect to any earnings profits, proceeds, compensation, benefits, or other amounts generated or received by Employee from or after the termination of Employee’s employment with Employer.

4.04        Release.  Any payments to be made or benefits to be provided by Employer or any affiliate thereof pursuant to this Article IV or any other provision hereof which requires receipt of a release from Employee, shall be subject to Employer’s receipt from Employee of an effective general release and agreement not to sue, in a written form reasonably satisfactory to both Employee (or his legal representative) and the Employer (the “Release”) pursuant to which (i) Employee makes certain customary representations and warranties, (ii) Employee agrees to be bound by certain confidentiality covenants, specified therein, and (iii) Employee agrees (a) to release all claims against the Employer and its respective subsidiaries, affiliates, and certain related parties, (b) not to maintain any action, suit, claim or proceeding against Employer or its respective subsidiaries, affiliates, and certain related parties, and (c) to be bound by certain non-disparagement covenants contained therein.  Notwithstanding the due date of any payment

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hereunder requiring a Release, Employer shall not be obligated to make any such payment until after the expiration of any revocation period available to Employee as applicable to the Release.

**ARTICLE V**

**CONFIDENTIALITY, ASSIGNMENT OF INVENTIONS, NONCOMPETITION, NONSOLICITATION AND OTHER COVENANTS**

5.01        Confidentiality.  Employee shall observe all of his obligations under and shall comply with the terms and conditions of the Confidentiality & IP Agreement.  Employee’s breach of a covenant, representation or warranty in the Confidentiality & IP Agreement shall be a breach of this Section 5.01.

5.02        Obligations to Other Persons/Representations & Warranties.  Employee hereby represents and warrants to Employer that:  (a) he has the legal capacity to execute and perform this Agreement; (b) this Agreement is a valid and binding obligation of the Employee enforceable against him in accordance with its terms; (c) his services hereunder will not conflict with, or result in a breach of, any agreement, understanding, order, judgment or other obligation to which he is presently a party or by which he is bound; (d) he is not subject to, or bound by, any covenant against competition, confidentiality obligation, intellectual property transfer obligation, or any other agreement, order, judgment or other obligation which would conflict with, restrict or limit the performance of the services he is to provide hereunder or restrict Employer in any manner from engaging in its business, including without limitation, any element of the Business other than the Excepted Business (each as defined below); (e) he does not have any non-disclosure or other obligations to any other individual or entity (including without limitation, any previous employer) concerning proprietary or confidential information that Employee learned of during any previous employment or associations which would conflict with, restrict or limit the performance of the services he is to provide hereunder; and (f) he does not have any non-competition agreements, non-solicitation agreements or other restrictive covenants with any previous employer or other Person (as defined below) which would conflict with, restrict or limit the performance of the services he is to provide hereunder outside of the Excepted Business.  Employee shall not disclose to Employer or induce Employer to use any secret or confidential information or material belonging to others, including, without limitation, Employee’s former employers and/or clients, if any.  Employee hereby acknowledges that, as of the date hereof, he is not aware of any actions, demands, causes of action or claims with respect to any matter, event or condition occurring or arising on or prior to the date hereof that may be brought by him or on his behalf against Employer, or against any of the officers, directors, shareholders, members, managers, direct or indirect equityholders, agents and/or employees of Employer nor against any of the respective heirs, successors, assigns and legal representatives of any of the foregoing.

5.03        Certain Definitions.

“Associated With” a Person means to, directly or indirectly, own, manage, operate, join, finance, control, be employed by, receive remuneration from, participate in, consult with, or be connected in any manner with the ownership, management, financing, operation or control of or be connected as an officer, director, employee, partner, member, manager, trustee, principal,

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agent, representative, consultant, contractor, or otherwise, or use or expressly permit his name or any one or more of his or its tradenames to be used, in connection with such Person.  The foregoing shall not include the beneficial ownership solely as an unaffiliated, passive investor of less than five percent (5%) of any class of securities of any business, firm or entity having a class of equity securities actively traded on a national securities exchange, automated quotation system or over-the-counter market.

“Business” means (i) the verification and measurement of the quality of digital advertising, (ii) any substantially related business performed or marketed by Employer and in which Employee was materially involved during the period of Employee’s employment with Employer, and (iii) any material business that was a Planned New Business during the period of Employee’s employment with Employer.

“Client” means any Person who, during the six-month period immediately preceding the termination or cessation of Employee’s employment, had done business with Employer.

“Competing Business” means any Person who, (A) engages or is engaged in any element of the Business; or (B) is or becomes Associated With any Person who engages or is engaged in any element or elements of the Business.

“Excepted Business” means the development, sale or provision (via the internet or other means) of health or wellness information, health or wellness decisions support tools, services or applications and/or health or wellness communication services, directly or indirectly, to consumers, health and for benefit plan members or employees or health care professionals including but not limited to products or services that provide information on diseases, conditions or treatments, store health care information, assess personal health status and/or assist in making informed benefit, provider or treatment choices.

“Person” means an individual, partnership, corporation, limited liability company, unincorporated organization or association, trust or joint venture or other entity, or a Governmental Authority (as defined in the next sentence).  “Governmental Authority” means any national, federal, state, provincial, county, municipal or local government, foreign or domestic, or the government of any political subdivision of any of the foregoing, or any entity, authority, agency, ministry or other similar body exercising executive, legislative, judicial, regulatory or administrative authority or functions of or pertaining to government, including any court, authority or other quasi-governmental entity established to perform any of such functions.

“Planned New Business” during a specific time period, means any new line of business or new market which, during that time period, Employer was planning to enter (or any new product or service which, during that period, Employer was planning to market and/or sell); provided that for purposes of this definition, Employer shall have been “planning” something where (w) such planning involved discussion at the level of the board of directors or, for a limited liability company, the body performing the analogous function, (x) such planning was reduced to writing in a substantial form, such as a comprehensive business plan, by the board or such analogous body, (y) Employer committed material resources (human and either financial or technological) to the planning and implementation of the execution of that new business, and

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(z) such planning was known to Employee and with Employee being materially involved in its contemplation and implementation.

“Restricted Period” means the period commencing on the date hereof and ending at 11:59 p.m. New York time on the date that is twelve months after the effective date of any termination of Employee’s employment with Employer, regardless of whether such employment was then pursuant to or under this Agreement.

5.04        Noncompetition; Nonsolicitation.  Employee acknowledges that in his capacity as Employer’s employee hereunder, he will create and have access to confidential information and to important business relationships.  Accordingly, Employee represents, warrants and covenants to Employer that, subject to the last sentence of this Section 5.04, he will not, directly or indirectly, (i) during the Restricted Period without the express prior written approval of the Board, be or become Associated With a Competing Business (other than severance-type or retirement-type benefits from entities constituting prior employers of Employee) or (ii) during the Restricted Period without the express prior written approval of the Board, (a) solicit, sell to or service, for the account of any Competing Business, or assist any Person in soliciting, selling to, or servicing, for the account of any Competing Business, any Client, (b) solicit, approach or induce any Client to terminate or diminish its relationship with Employer or to explore, discuss, investigate or consider a business relationship with a Competing Business, (c) solicit, approach or induce any Person who is then (or was at any time in the six (6) months immediately prior to the termination or cessation of Employee’s employment) an employee of or consultant to Employer, to terminate or diminish his or her or its relationship with Employer or to be or become Associated With a Competing Business, or (d) otherwise interfere with the relationship between Employer and any of their respective Clients, employees, consultants, suppliers or service providers, or (e) take any steps to, or negotiate or enter into any oral or written agreement or understanding to, do any of the things referenced in (a), (b), (c), (d), or (e) of this Section.  Notwithstanding the foregoing, Employee shall not be deemed to have violated this Section 5.04 if he becomes Associated With a Competing Business but, during the entire Restricted Period, Employee refrains from (x) working in or for any business unit subsidiary or division which engages or is engaged, directly or indirectly, in any element of the Business and (y) directly or indirectly engaging in any element of the Business other than for Employer as an employee thereof.

5.05        Privacy.  Employee understands that Employer is or may be subject to certain privacy regulations and laws and that Employer has adopted policies concerning privacy and, from time to time, agrees with its clients and others with which it does business to undertake certain privacy obligations.  Employee shall comply with applicable laws regarding privacy, as in effect from time to time, and will comply with Employer’s privacy policies and procedures, as in effect from time to time, as well as any privacy obligations which Employer has undertaken and those which, in the future, Employer undertakes.

5.06        Cooperation.  Employee shall reasonably cooperate both during and for a period of 12 months immediately after Employee’s employment with Employer, at Employer’s sole cost and expense (including Employee’s travel, room and board and Employee’s attorney fees if necessary and requested by Employer, subject to Employer’s policies and procedures for such expenses), with any investigation by Employer involving Employer or any employee or agent of

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Employer with respect to events that occurred during Employee’s tenure with Employer.  Should Employee be required to dedicate an aggregate of more than four (4) hours per week or sixteen (16) hours in total in providing any cooperative efforts or services hereunder, Employer shall compensate Employee for any such excess time expended based upon an hourly rate equal to the quotient of Employee’s Base Salary as in effect at the time of termination divided by 1800.

5.07        Reasonable Restrictions/Damages Inadequate Remedy.  Employee acknowledges that the restrictions contained in this Article V are reasonable and necessary to protect the legitimate business interests of Employer and that any breach or threatened breach by Employee of any provision contained in this Article V will result in immediate irreparable injury to Employer for which a remedy at law would be inadequate.  Employee further acknowledges that the restrictions contained in this Article V will not prevent Employee from earning a livelihood during the Restricted Period.  Accordingly, Employee acknowledges that Employer shall be entitled to seek temporary, preliminary and permanent injunctive relief in any court of competent jurisdiction (without being obligated to post a bond or other collateral) in the event of any breach or threatened breach by Employee of the provisions of this Article V and to an equitable accounting of all earnings, profits and other benefits arising, directly or indirectly, from such breach, which rights shall be cumulative and in addition to (rather than instead of) any other rights or remedies to which Employer may be entitled at law or in equity.  Any remedy specified by any provision of this Agreement shall, unless expressly providing to the contrary, be a nonexclusive remedy for that provision and shall not preclude any and all other remedies at law or in equity from also being applicable.

5.08        Separate Covenants.  The parties intend that the covenants and restrictions in this Article V be given the broadest interpretation permitted by law.  Accordingly, in the event that any of the provisions of this Agreement should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable law.  If the covenants of Article V are determined to be wholly or partially unenforceable in any jurisdiction, such determination shall not be a bar to or in any way diminish Employer’s right to enforce such covenants in any other jurisdiction.  If, in any judicial or arbitration proceedings, a court of competent jurisdiction or arbitration panel should refuse to enforce all of the separate covenants and restrictions in this Article V, then such unenforceable covenants and restrictions shall be eliminated from the provisions of this Agreement for the purpose of such proceeding to the extent necessary to permit the remaining separate covenants and restrictions to be enforced in such proceeding.

**ARTICLE VI**

**MISCELLANEOUS**

6.01        Benefit of Agreement and Assignment.  This Agreement shall inure to the benefit of Employer and its respective successors and assigns (including, without limitation, any purchaser of all or substantially all of the assets of either of the foregoing) and shall be binding upon Employer and its respective successors and assigns.  This Agreement shall also inure to the benefit of and be binding upon Employee and Employee’s heirs, administrators, executors and

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assigns.  Employee may not assign or delegate Employee’s duties under this Agreement without the prior written consent of Employer.  Employer may, upon written agreement executed by Employer and consented to by Employee (whose consent shall not be unreasonably withheld), assign and transfer this Agreement to another entity; provided, that any such permitted assignment shall not relieve Employer from any continuing responsibility or liability arising by reason of any violation, breach or default committed by any such permitted assignee hereunder.  Nothing in this Agreement shall preclude Employer from consolidating or merging into or with, or transferring all or substantially all of its assets to, or engaging in any other business combination with, any other Person provided (i) such Person expressly assumes this Agreement and all obligations and undertakings of Employer, as the case may be, hereunder and (ii) Employer shall continue to remain responsible and liable to Employee for or in connection with any violation, breach or default committed by any such Person hereunder.  Upon such a consolidation, merger, transfer of assets or other business combination and assumption, the terms “Employer” as used herein shall mean such other person or entity and this Agreement shall continue in full force and effect unless otherwise terminated pursuant to the terms hereof.

6.02        Notices.  Any notice required or permitted hereunder shall be in writing and shall be deemed to have been duly given and received: (i) on the date delivered if personally delivered and signed confirmation is received, (ii) upon receipt by the receiving party of any notice sent by registered or certified mail (first-class mail, postage pre-paid, return receipt requested) or (iii) on the date delivered by nationally recognized overnight courier or similar courier service, in each case addressed to Employer or Employee, as the case may be, at the respective addresses indicated below or such other address as either party may in the future specify in writing to the other in accordance with this Section 6.02:

in the case of Employer to:

CheckUS Inc.  
XXXX  
New York, New York 10020  
Attn: Chief Executive Officer

and in the case of Employee to:

Harumi Skoshi  
XXX  
Brooklyn, NY 11201

6.03        Entire Agreement.  This Agreement, including the schedules and exhibits hereto, contains the entire agreement of the parties hereto with respect to the terms and conditions of Employee’s employment during the Term and activities following termination of this Agreement and supersedes any and all prior agreements and understandings, whether written or oral, between the parties with respect to the subject matter of this Agreement.  This Agreement may not be changed or modified except by an instrument in writing, signed by both Employer and Employee.

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6.04        Section 280G.  If any payments by Employer to Employee contemplated hereunder, together with any other payments by Employer or its affiliates to Employee, are subject, in whole or in part, to the excise taxes (“Excise Taxes”) imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the “Code”) and application of Section 280G of the Code can be avoided by a stockholder vote approving such payments pursuant to Section 280G(b)(5)(A) of the Code, and Employee elects to waive his rights to receive such payments and have such payments submitted for stockholder approval, then Employer and Employee shall use commercially reasonable efforts to obtain such stockholder vote to assure that the Excise Taxes and the provisions of Section 280G of the Code are not applicable with respect to such payments.

6.05        Section 409A.  It is intended that (1) each installment of the payments provided under this Agreement is a separate “payment” for purposes of Section 409A of the Code and (2) that the payments satisfy, to the greatest extent possible, the exemptions from the application of Section 409A of the Code provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(9)(iii), and 1.409A-1(b)(9)(v).  Notwithstanding anything to the contrary in this Agreement, if Employer determines (i) that on the date Employee’s employment with Employer terminates or at such other times that Employer determines to be relevant, the Employee is a “specified employee” (as such term is defined under Treasury Regulation 1.409A-1(i)) of Employer and (ii) that any payments to be provided to Employee pursuant to this Agreement are or may become subject to the additional tax under Section 409A(a)(1)(B) of the Code or any other taxes or penalties imposed under Section 409A of the Code if provided at the time otherwise required under this Agreement, then such payments shall be delayed until the date that is six months after the date of Employee’s “separation from service” (as such term is defined under Treasury Regulation 1.409A-1(h)) with Employer, or, if earlier, the date of Employee’s death.  Any payments delayed pursuant to this Section 6.05 shall be made in lump sum on the first day of the seventh month following Employee’s “separation from service” (as such term is defined under Treasury Regulation 1.409A-1(h)), or, if earlier, the date of Employee’s death.  In addition, to the extent that any reimbursement, fringe benefit or other, similar plan or arrangement in which Employee participates during the term of Employee’s employment under this Agreement or thereafter provides for a “deferral of compensation” within the meaning of Section 409A of the Code, (i) the amount eligible for reimbursement or payment under such plan or arrangement in one calendar year may not affect the amount eligible for reimbursement or payment 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), and (ii) subject to any shorter time periods provided herein or the applicable plans or arrangements, any reimbursement or payment of an expense under such plan or arrangement must be made on or before the last day of the calendar year following the calendar year in which the expense was incurred.

6.06        No Attachment.  Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect; provided, however, that nothing in this Section 6.04 shall preclude the assumption of such rights by executors, administrators or other legal representatives of Employer or his estate and their assigning any rights hereunder to the person or persons entitled thereto.

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6.07        Source of Payment.  All payments provided for under this Agreement shall be paid in cash from the general funds of Employer.  Employer shall not be required to establish a special or separate fund or other segregation of assets to assure such payments, and, if Employer shall make any investments to aid it in meeting its obligations hereunder, Employee shall have no right, title or interest whatever in or to any such investments except as may otherwise be expressly provided in a separate written instrument relating to such investments.  Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship, between Employer and Employee or any other person.  To the extent that any person acquires a right to receive payments from Employer hereunder, such right, without prejudice to rights which employees may have, shall be no greater than the right of an unsecured creditor of Employer.

6.08        No Waiver.  The waiver by other party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a consent to or waiver of any subsequent breach hereof.

6.09        Headings.  The Article and Section headings in this Agreement are for the convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

6.10        Governing Law; Dispute Resolution.  This Agreement, and all matters arising directly or indirectly from this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without giving effect to the choice of law provisions thereof.  Any unresolved controversy or claim arising out of or relating to this Agreement, except (i) as otherwise provided in this Agreement or (ii) with respect to which a party seeks injunctive or other equitable relief, shall be submitted to arbitration by one arbitrator.  In connection with any arbitration conducted pursuant to this Agreement, an arbitrator will be selected in accordance with the rules of the American Arbitration Association (the “AAA”) then in effect.  The arbitration proceedings shall take place in New York City, in accordance with the rules of the AAA then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof.  There shall be limited discovery prior to the arbitration hearing as follows: (a) exchange of witness lists and copies of documentary evidence and documents relating to or arising out of the issues to be arbitrated, (b) depositions of all party witnesses and (c) such other depositions as may be allowed by the arbitrators upon a showing of good cause.  Depositions shall be conducted in accordance with the New York Code of Civil Procedure.  The arbitrator shall be required to provide in writing to the parties the basis for the award or order of such arbitrator.  A court reporter shall record all hearings, with such record constituting the official transcript of such proceedings.  Each party will bear its own costs in respect of any disputes arising under this Agreement.  The arbitrator shall be directed to award the arbitrator’s compensation charges and the administrative fees of the AAA to the prevailing party.  The parties knowingly and voluntarily agree to this arbitration provision and acknowledge that arbitration shall be instead of any civil litigation, meaning that the parties each are waiving any rights to a jury trial.  Each of the parties to this Agreement consents to personal jurisdiction and venue for any equitable action sought in the United States District Court for the Southern District of New York and any state court in the State of New York that is located in New York County (and in the appropriate appellate courts from any of the foregoing).

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6.11        Validity Severability.  In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall not affect any other provision of this Agreement and such invalid, illegal and unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

6.12        Counterparts.  This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

6.13        Agreement to Take Actions.  Each party to this Agreement shall execute and deliver such documents, certificates, agreements and other instruments, and shall take all other actions, as may be reasonably necessary or desirable in order to perform his or its obligations under this Agreement.

6.14        Counsel.  Employer has previously recommended that Employee engage counsel to assist him in reviewing this Agreement and all other matters relating to his employment arrangements hereunder.

*[The remainder of this page is intentionally blank*

*Signatures contained on the following page.]*

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

|  |  |  |
| --- | --- | --- |
|  | **EMPLOYER:** | |
|  |  | |
|  | **CheckUS Inc.** | |
|  |  | |
|  |  | |
|  | By: | /s/ Hanna Cigulla |
|  | Name: Hanna Cigulla | |
|  | Title: Chief Executive Officer | |
|  |  | |
|  |  | |
|  | **EMPLOYEE:** | |
|  |  | |
|  |  | |
|  | /s/ Harumi Skoshi | |
|  | Harumi Skoshi | |

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Non-California Form

**Confidentiality, Unfair Competition, Intellectual Property Assignment and Non Solicitation Agreement**

**THIS AGREEMENT** (“**Agreement**”) is entered into effective as of the 6 day of November, 2017, by Harumi Skoshi, an individual residing at, Brooklyn, NY 11201 (the “**Employee**”).

**WHEREAS**                              the Employee wishes to be employed by CheckUS Inc., a Delaware Corporation (the “**Company**”); and

**WHEREAS**                              the Company wishes to employ the Employee, subject to his/her executing of this Agreement in the Company’s favor.

**NOW**, **THEREFORE**, the Employee covenants and agrees towards the Company and any subsidiary and parent entity of the Company as follows:

**1.**                                      **Confidential Information**

1.1.                            The Employee acknowledges that s/he will have access to confidential and proprietary information, including information concerning activities of the Company and any of its subsidiaries and affiliated companies, now or in the future (collectively, the “**Group**”), and that s/he will have access to technology regarding the product research and development, patents, copyrights, customers, suppliers (including customers and/or suppliers lists), marketing plans, strategies, forecasts, trade secrets, test results, formulas, processes, data, know-how, improvements, inventions, techniques and products (actual or planned) of the Group.  Such information in any form or media, whether documentary, written, oral or computer generated, shall be deemed to be and referred to herein as “**Proprietary Information**”.

1.2.                            The Employee shall not disclose to any person or entity without the prior written consent of the Company any Proprietary Information, whether oral or in writing or in any other form, obtained by the Employee while in the employ of the Company (including, but not limited to, the processes and technologies utilized and to be utilized in the Group’s business, the methods and results of the Group’s research, technical or financial information, employment terms and conditions of the Employee and other Group’s employees or any other information or data relating to the business of the Group or any information with respect to any of the Group’s customers, partners and suppliers).

1.3.                            Proprietary Information shall be deemed to include any and all proprietary information disclosed by or on behalf of the Group irrespective of form, but excluding information that has become a part of the public domain not as a result of a breach of this Agreement by the Employee.

1.4.                            The Employee agrees that all memoranda, books, notes, records (contained on any media whatsoever), charts, formulae, specifications, lists and other documents made, compiled, received, held or used by the Employee while in the employ of

the Company, concerning any phase of the Group’s business or its trade secrets (the “**Materials**”), shall be the Company’s sole property and all originals or copies thereof shall be delivered by the Employee to the Company upon termination of the Employee’s employment for any reason whatsoever, or at any earlier or other time at the request of the Company, without the Employee retaining any copies thereof.

1.5.                            The Employee recognizes that the Company, after signing Non Disclosure Agreements, has received and will receive from third parties their confidential or proprietary information, and agrees to hold all such confidential or proprietary information in strict confidence and not to disclose it to any person or entity or to use it except as necessary in carrying out the Employee’s duties in his/her employment.

**2.**                                      **Unfair Competition and Solicitation**

2.1.                            Definitions:

2.1.1.                                “Associated With” a Person means to, directly or indirectly, own, manage, operate, join, finance, control, be employed by, receive remuneration from, participate in, consult with, or be connected in any manner with the ownership, management, financing, operation or control of or be connected as an officer, director, employee, partner, member, manager, trustee, principal, agent, representative, consultant, contractor, or otherwise, or use or expressly permit his name or any one or more of his or its tradenames to be used, in connection with such Person.  The foregoing shall not include the beneficial ownership solely as an unaffiliated, passive investor of less than five percent (5%) of any class of securities of any business, firm or entity having a class of equity securities actively traded on a national securities exchange, automated quotation system or over-the-counter market.

2.1.2.                                “Business” means (i) the verification and measurement of the quality of digital advertising, (ii) any substantially related business performed or marketed by Denzel Group Holdings Inc. (“Parent”) or its subsidiaries and in which Employee was materially involved during the period of Employee’s Service with Parent or its subsidiaries, and (iii) any material business that was a Planned New Business during the period of Employee’s.  Service with Parent or its subsidiaries.

2.1.3.                                “Client” means any Person who, during the six-month period immediately preceding the termination or cessation of Employee’s Service, had done business with Parent or its subsidiaries.

2.1.4.                                “Competing Business” means any Person who, (A) engages or is engaged in any element of the Business; or (B) is or becomes Associated With any Person who engages or is engaged in any element or elements of the Business.

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2.1.5.                                “Person” means an individual, partnership, corporation, limited liability company, unincorporated organization or association, trust or joint venture, or other entity, or a Governmental Authority (as defined in the next sentence).  “Governmental Authority” means any national, federal, state, provincial, county, municipal or local government, foreign or domestic, or the government of any political subdivision of any of the foregoing, or any entity, authority, agency, ministry or other similar body exercising executive, legislative, judicial, regulatory or administrative authority or functions of or pertaining to government, including any court, authority or other quasi-governmental entity established to perform any of such functions.

2.1.6.                                “Planned New Business” during a specific time period, means any new line of business or new market which, during that time period, Parent or its subsidiaries was planning to enter (or any new product or service which, during that period, Parent or its subsidiaries was planning to market and/or sell); provided that for purposes of this definition, Parent or its subsidiaries shall have been “planning” something where (w) such planning involved discussion at the level of the board of directors or, if applicable, the body performing the analogous function, (x) such planning was reduced to writing in a substantial form, such as a comprehensive business plan, by the board of directors or such analogous body, (y) Parent or its subsidiaries committed material resources (human and either financial or technological) to the planning and implementation of the execution of that new business, and (z) such planning was known to Employee and with Employee being materially involved in its contemplation and implementation.

2.1.7.                                “Restricted Period” means the period commencing on the date hereof and ending at 11:59 p.m. New York time on the date that is twelve months after the effective date of any termination of Employee’s service with Parent or its subsidiaries.

2.1.8.                                “Service” means service as (i) an officer or other employee of Parent or any subsidiary or affiliate, including a member of the Board of Directors of Parent who is such an employee or (ii) a member of the Board of Directors of Parent who is not such an employee.

2.2.                            The Employee acknowledges that during Employee’s Service, Employee will create and have access to confidential information and to important business relationships.  Accordingly, Employee represents, warrants and covenants to Parent and its subsidiaries that, subject to the last sentence of this Section 2.2, Employee will not, directly or indirectly, (i) during the Restricted Period without the express prior written approval of the Board of Directors of Parent, be or become Associated With a Competing Business (other than severance-type or retirement-type benefits from entities constituting prior employers of Employee) or (ii) during the Restricted Period without the express prior written approval of the Board of Directors of Parent, (a) solicit, sell to or service, for the account of any Competing Business, or assist any Person in soliciting, selling to, or

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servicing, for the account of any Competing Business, any Client, (b) solicit, approach or induce any Client to terminate or diminish its relationship with Parent or its subsidiaries or to explore, discuss, investigate or consider a business relationship with a Competing Business, (c) solicit, approach or induce any Person who is then (or was at any time in the six (6) months immediately prior to the termination or cessation of Employee’s Service) an employee of or consultant to Parent or its subsidiaries, to terminate or diminish his or her or its relationship with Parent or its subsidiaries or to be or become Associated With a Competing Business, or (d) otherwise interfere with the relationship between Parent or its subsidiaries and any of their respective Clients, employees, consultants, suppliers or service providers, or (e) take any steps to, or negotiate or enter into any oral or written agreement or understanding to, do any of the things referenced in (a), (b), (c), (d), or (e) of this Section.  Notwithstanding the foregoing, Employee shall not be deemed to have violated this Section 2.2 if Employee becomes Associated With a Competing Business but, during the entire Restricted Period, Employee refrains from (x) working in or for any business unit, subsidiary or division which engages or is engaged, directly or indirectly, in any element of the Business and (y) directly or indirectly engaging in any element of the Business other than for Parent or its subsidiaries as an employee thereof.

2.3.                            The Employee acknowledges that the restrictions contained in Section 2 are reasonable and necessary to protect the legitimate business interests of Parent and its subsidiaries and that any breach or threatened breach by Employee of any provision contained in Section 2 will result in immediate irreparable injury to Parent and its subsidiaries for which a remedy at law would be inadequate.  Employee further acknowledges that the restrictions contained in Section 2 will not prevent Employee from earning a livelihood during the Restricted Period.  Accordingly, Employee acknowledges that Parent and its subsidiaries shall be entitled to seek temporary, preliminary and permanent injunctive relief in any court of competent jurisdiction (without being obligated to post a bond or other collateral) in the event of any breach or threatened breach by Employee of the provisions of Section 2 and to an equitable accounting of all earnings, profits and other benefits arising, directly or indirectly, from such breach, which rights shall be cumulative and in addition to (rather than instead of) any other rights or remedies to which Parent and its subsidiaries may be entitled at law or in equity.  Any remedy specified by any provision of this Agreement shall, unless expressly providing to the contrary, be a nonexclusive remedy for that provision and shall not preclude any and all other remedies at law or in equity from also being applicable.

2.4.                            The parties intend that the covenants and restrictions in Section 2 be given the broadest interpretation permitted by law.  Accordingly, in the event that any of the provisions of this Agreement should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable law.  If the covenants of Section 2 are

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determined to be wholly or partially unenforceable in any jurisdiction, such determination shall not be a bar to or in any way diminish the Parent or its subsidiaries’ right to enforce such covenants in any other jurisdiction.  If, in any judicial or arbitration proceedings, a court of competent jurisdiction or arbitration panel should refuse to enforce all of the separate covenants and restrictions in Section 2, then such unenforceable covenants and restrictions shall be eliminated from the provisions of this Agreement for the purpose of such proceeding to the extent necessary to permit the remaining separate covenants and restrictions to be enforced in such proceeding.

**3.**                                      **Ownership of Inventions**

3.1.                            The Employee will notify and disclose to the Company, or any persons designated by it, all information, improvements, inventions, formula, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by the Employee, either alone or jointly with others, during the Employee’s employment with the Company (including after hours, on weekends or during vacation time) (all such information, improvements, inventions, formulae, processes, techniques, know-how, and data are hereinafter referred to as the: “**Inventions**” or “**Invention**”) immediately upon discovery, receipt or invention as applicable.  In the event that the Employee, for any reason, refrains from delivering the Invention upon grant of notice regarding the Invention, as described above, the Employee shall notify the Company of the Invention and specify in such notice the date in which the Invention shall be delivered to the Company and the reason for delay in such delivery.  The Invention shall be delivered as soon as possible thereinafter.  All Inventions shall unconditionally be, become, and remain the sole and exclusive property of the Company forever.  Pursuant to Sections 101 and 201 of the United States Copyright law, all Inventions shall be “works made for hire.”

3.2.                            Delivery of the notice and the Invention shall be in writing, supplemented with a detailed description of the Invention and the relevant documentation.  The Employee agrees that all the Inventions shall be the sole property of the Company and its assignees, and the Company and its assignees shall be the sole owner of all patents and other rights in connection with such Inventions.  The Employee hereby assigns to the Company any rights the Employee may have or acquire in such Inventions.  In order to avoid any doubt, it is hereby clarified that a lack of response from the Company with respect to the notice of the Invention or of its delivery, shall not be considered a waiver of ownership of the Invention, and in any event the Invention shall remain the sole property of the Company.

3.3.                            The Employee further agrees as to all such.  Inventions to assist the Company, or any persons designated by it, in every proper way to obtain and from time to time enforce such inventions in any way including by way of patents over such Inventions in any and all countries, and to that effect the Employee will execute all documents for use in applying for and obtaining patents over and enforcing

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such Inventions, as the Company may desire, together with any assignments of such Inventions to the Company or persons or entities designated by it.

3.4.                            The Employee shall not be entitled, with respect to all of the above, to any monetary consideration or any other consideration.

**4.**                                      **Third Party Information**

4.1.                            The Employee will net disclose to the Company any proprietary or confidential information belonging to any third party, including any prior or current employer or contractor, unless the written approval of that third party was received.

4.2.                            The Employee recognizes that the Company may receive in the future from third parties their confidential or proprietary 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.  The employee agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person or entity or to use it except as necessary in carrying out his/her services for the Company, consistent with the Company’s agreement with such third party.

**5.**                                      **General**

5.1.                            The Employee acknowledges that the provisions of this Agreement serve as an integral part of the terms of his employment and reflect the reasonable requirements of the Company in order to protect its legitimate interests.  If any provision of this Agreement (including any sentence, clause or part thereof) shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to delete there from the portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.  In addition, if any particular provision contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing the scope of such provision so that the provision is enforceable to the fullest extent compatible with applicable law.

5.2.                            The provisions of this Agreement shall continue and remain in full force and effect following the termination of the employment relationship between the Company and the Employee for whatever reason.  This Agreement shall not serve in any manner as to derogate from any of the Employee’s obligations and liabilities under any applicable law and/or under any other agreement with the

Company.

5.3.                            The Employee acknowledges that execution of this Agreement is a condition to his employment by the Company.

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**6.**                                      **All the terms and conditions set in this Agreement, shall survive the termination and/or expiration of any employment agreement with the Company or any subsidiary of the Company.**

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| Harumi Skoshi |  | /s/ Harumi Skoshi |  | November 6, 2017 |
| Name of Employee |  | Signature |  | Date |

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**CONFI#23**

**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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**CONFI#24**

CONFIDENTIALITY AGREEMENT

**Exhibit (d)(6)**

**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (this “Agreement”) is made and entered into this 13th day of July, 2012 by and between Verona Capital Holdings, LP (“Verona”) and Bear, Inc., a Delaware corporation (“Bear”).

WHEREAS, Verona and Bear are prepared to furnish each other with certain information in connection with a possible business transaction between Bear and Verona’s Affiliate (defined below), Moose, Inc. (the “Transaction”); and

WHEREAS, in connection with the evaluation of the Transaction, the parties will be receiving, reviewing, and analyzing certain information which is confidential, proprietary or otherwise not generally available to the public with respect to the other party’s (including its Affiliates) business operations and services, the marketing or promotion of products and services, business policies and practices, technical, financial and strategic information and other matters.

NOW, THEREFORE, for and in consideration of the premises and the agreements herein contained, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

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| 1. | Definitions. As used in this Agreement: |

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|  | (a) | “Affiliate” means a person, company or entity controlling, controlled by, under common control, or working in concert, with a party; provided that this definition does not include any person who became such without obtaining the consent to assignment required by Section 13 of this Agreement. |

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|  | (b) | “Confidential Information” means all information or materials furnished by the Disclosing Party to the Receiving Party orally, or in written or electronic form, which is confidential, proprietary, or otherwise not generally available to the public. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement: (i) information which is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives in breach of this Agreement; (ii) information which was known to the Receiving Party on a non-confidential basis prior to being furnished to the Receiving Party by the Disclosing Party; (iii) information which becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party unless such source was known or could reasonably be determined to be under a confidentiality obligation to the Disclosing Party, and (iv) information that is independently developed by Representatives of the Receiving Party who have not had access to the Confidential Information. “Confidential Information” shall also include this Agreement, the fact that information contemplated herein has been made available to either party, and the fact that the parties are contemplating the Transaction. |

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|  | (c) | “Disclosing Party” means the party disclosing Confidential Information to the other party, including any Affiliate of such other party. |

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|  | (d) | “Receiving Party” means the party receiving Confidential Information from the other party, including any Affiliate of such other party. |

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|  | (e) | “Representatives” means a party (including an Affiliate of such party) and their respective directors, officers, employees, attorneys, advisors, consultants, funding sources and Moose and its officers and directors. |

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| 2. | Nondisclosure of Confidential Information. The Receiving Party may disclose Confidential Information only to the Receiving Party’s Representatives, but only if such Representatives need to know the Confidential Information in connection with the evaluation of the Transaction. The Receiving Party agrees that (a) such Representatives will be informed by the Receiving Party of the confidential nature of the Confidential Information, and (b) the Receiving Party will be responsible for any breach of this Agreement by itself or any of its Representatives. The Receiving Party shall not disclose the Confidential Information to any person other than as permitted hereby, and shall safeguard the Confidential Information from unauthorized disclosure. The Receiving Party will require its Representatives to use at least the same degree of care to protect the Disclosing Party’s Confidential Information as is used by the Receiving Party in protecting its own proprietary and Confidential Information. |

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| 3. | Restricted Use. The Confidential Information shall be used solely by the Receiving Party and its Representatives to evaluate and implement the Transaction, and shall not otherwise be used in a manner detrimental to the Disclosing Party. |

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| 4. | Notice Preceding Compelled Disclosure. If the Receiving Party or its Representatives are requested or required by legal process to disclose any Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such request or requirement so that the Disclosing Party may seek an appropriate protective order or waive compliance with this Agreement. If, In the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party or its Representatives are compelled to disclose the Confidential Information, the Receiving Party and its Representatives may disclose only such of the Confidential Information to the party compelling disclosure as is required by law and, in connection with such compelled disclosure, the Receiving Party shall use commercially reasonable efforts to obtain from the party to whom disclosure is made written assurance that confidential treatment will be accorded to such portion of the Confidential Information as is disclosed. |

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| 5. | Return of Information. Upon the Disclosing Party’s request, the Receiving Party and its Representatives shall promptly deliver to the Disclosing Party or destroy (at the Disclosing Party’s election) all Confidential Information and all copies of any analyses, compilations, studies or other documents prepared for use in connection with the Receiving Party’s consideration of a Transaction containing or including any |

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|  | Confidential Information, in each case without retaining, in whole or in part, any copies, extracts or other reproductions (whatever the form or storage medium) of such materials, except that the Receiving Party and its Representatives (a) may retain any attorney work product created in connection with the Receiving Party’s consideration of the Transaction, (b) may retain one set of Confidential Information to the extent required to comply with law or governmental regulations and (c) will not be obligated to erase any Confidential Information that is contained in an archived computer system backup in accordance with the Receiving Party’s or its Representatives’ security and/or disaster recovery procedures; provided, however, that any such Confidential Information retained under this Section shall continue to be subject to the terms of this Agreement. Following such request, the Receiving Party will promptly provide the Disclosing Party with written confirmation from an authorized officer who has supervised the Receiving Party’s compliance with this paragraph that confirms such compliance. |

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| 6. | No Waiver. No failure or delay in exercising any right, power, or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder. |

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| 7. | Remedies. The parties acknowledges and agree that money damages would not be a sufficient remedy for any breach of this Agreement, and the parties further acknowledge and agree that the non-breaching party will be entitled to seek specific performance and injunctive relief as remedies for any such breach. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement but will be in addition to all other remedies available at law or in equity. |

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| 8. | Termination. This Agreement shall terminate, and all provisions hereof shall be of no further force or effect, one year from the date of this Agreement, unless either party terminates it earlier by providing a written termination notice to the other party; *provided, however,*that if this Agreement is so terminated by either party, this Agreement will continue to apply to any Confidential Information disclosed hereunder (including Confidential Information returned or destroyed) prior to the other party’s receipt of the termination notice until the end of the one-year term. Each party further acknowledges and agrees that each party reserves the right, in its sole discretion and at any time, to reject any and all proposals made by the other party or any of its Representatives or any other party with regard to a Transaction and to terminate discussions and negotiations hereunder. If either party decides that it does not wish to proceed with a Transaction, such party shall promptly notify the other party of that decision. |

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| 9. | Nonsolicitation. The Receiving Party agrees that for a period of one year neither it nor its Affiliates who receive confidential information shall directly or indirectly initiate the solicitation of, without the consent of the Disclosing Party, (a) any executive officer of the Disclosing Party or of any of its Affiliates or (b) any employee of the Disclosing Party or any of its Affiliates actively engaged in the review of the Transaction for employment, advisory or consulting work; provided, however, neither party shall be prohibited from (x) employing or otherwise working with any such person who contacts |

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such party solely on his or her own initiative and without direct or indirect solicitation by such party, (y) conducting general solicitations for employees or general contractors (which solicitations are not specifically targeted at the other party’s employees) through the use of media advertisements, professional search firms or otherwise, or (z) employing employees who are paid on an hourly basis.

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| 10. | Right to Disclose. The Disclosing Party represents and warrants to the Receiving Party that it has the right to disclose the Confidential Information to the Receiving Party. |

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| 11. | No Obligation or Joint Venture. The parties hereto understand and agree that unless and until a definitive agreement has been executed and delivered, no contract or agreement providing for the Transaction between the parties shall be deemed to exist between the parties, and neither party will be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this or any written or oral expression thereof, except, in the case of this Agreement, for the matters specifically agreed to herein. For purposes of this Agreement, the term “definitive agreement” does not include an executed letter of intent or any other preliminary written agreement or offer, unless specifically so designated in writing and executed by both parties. |

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| 12. | No Warranty. BY EXECUTING THIS AGREEMENT, AND EXCEPT AS PROVIDED IN SECTION 10 ABOVE, THE DISCLOSING PARTY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO, OR IN ANY WAY WITH RESPECT OR IN CONNECTION WITH ANY INFORMATION MADE AVAILABLE HEREUNDER. ACCORDINGLY, THE RECEIVING PARTY WILL RELY SOLELY UPON ITS INDEPENDENT EXAMINATION AND ASSESSMENT OF THE CONFIDENTIAL INFORMATION IN EVALUATING THE TRANSACTION. |

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| 13. | Assignment. Neither party may assign this Agreement, or any rights hereunder, without the prior written consent of the other party, which consent may be granted or withheld in the sole and absolute discretion of the non-assigning party. |

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| 14. | Miscellaneous. This Agreement inures to the benefit of, and is binding upon, both parties, and their successors and assigns, subject to the limitations on assignment as set forth in Section 13 above. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement. If any provision of this Agreement is found to be invalid, illegal or unenforceable, such provision shall be modified or severed to the extent necessary to reflect the fullest legal and enforceable expression of the intent of the parties. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED WITHIN SUCH STATE WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each party hereto agrees that the prevailing party in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be entitled to recover its reasonable fees and expenses in connection therewith, including legal fees. |

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| 15. | Counterparts. This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages or signature pages delivered by electronic transmission in portable document format (pdf)), all of which taken together shall constitute one and the same instrument. This Agreement to the extent signed and delivered by means of a facsimile machine or electronic pdf transmission, shall be treated in all manner and respects as an original instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, the other party shall re-execute original forms thereof and deliver them to such other party. No party hereto or to any such instrument shall raise the use of a facsimile machine or electronic pdf transmission to deliver a signature or the fact that any signature or instrument was transmitted or communicated through the use of a facsimile machine or electronic pdf transmission as a defense to the formation of a contract and each party forever waives any such defense, except to the extent such defense relates to lack of authenticity. |

*[Signatures on following page]*

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

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| VERONA CAPITAL HOLDINGS, LP | | |
|  |  | |
| By: |  | /s/ Ibrahim Daud |
|  |  | Its: Ibrahim Daud |
|  |  | Authorized Signatory |
|  | | |
| BEAR INC. | | |
|  |  | |
| By: |  | /s/ Morton Seliger |
|  |  | Morton Seliger, President & CEO |

**CONFI#25**

**Exhibit 10.6**

**CONFIDENTIALITY, NON-INTERFERENCE, AND INVENTION ASSIGNMENT AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree to the terms and conditions of this Confidentiality, Non-Interference, and Invention Assignment Agreement (the “Restrictive Covenants Agreement”):

**Section 1.            Confidential Information.**

(a)          Company Group Information. I acknowledge that, during the course of my services, I will have access to information about the Company and its affiliates (together with the Company, the “Company Group”) and that my services with the Company shall bring me into close contact with confidential and proprietary information of the Company Group. In recognition of the foregoing, I agree, at all times during the term of my services with the Company and thereafter, to hold in confidence, and not to use, except for the benefit of the Company Group, or to disclose to any person, firm, corporation, or other entity without written authorization of the Company, any Confidential Information that I obtain or create. I further agree not to make copies of such Confidential Information except as authorized by the Company. I understand that “Confidential Information” means information that the Company Group has or will develop, acquire, create, compile, discover, or own, that has value in or to the business of the Company Group that is not generally known and that the Company wishes to maintain as confidential. I understand that Confidential Information includes, but is not limited to, any and all non-public information that relates to the actual or anticipated business and/or products, research, or development of the Company, or to the Company’s technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company’s products or services and markets, customer lists, and customers (including, but not limited to, customers of the Company on whom I called or with whom I may become acquainted during the term of my services), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally, or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Confidential Information shall not include (i) any of the foregoing items that have become publicly and widely known through no unauthorized disclosure by me or others who were under confidentiality obligations as to the item or items involved or (ii) any information that I am required to disclose to, or by, any governmental or judicial authority; *provided*, *however*, that in such event I will give the Company prompt written notice thereof so that the Company Group may seek an appropriate protective order and/or waive in writing compliance with the confidentiality provisions of this Restrictive Covenants Agreement. Without limiting the foregoing, Confidential Information shall include any information, whether public or not, which (i) represents, or is aggregated in such a way as to represent, or purport to represent, all or any portion of the investment results of, or any other information about the investment “track record” of, (A) the Company Group, (B) a business group of the Company Group, (C) one or more funds managed by the Company Group, or (D) any individual or group of individuals during their time at the Company Group, or (ii) describes an individual’s role in achieving or contributing to any such investment results.

(b)          Former Employer Information. I represent that my performance of all of the terms of this Restrictive Covenants Agreement as a member of the Company Group has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge, or data acquired by me in confidence or trust prior or subsequent to the commencement of my services with the Company, and I will not disclose to any member of the Company Group, or induce any member of the Company Group to use, any developments, or confidential or proprietary information or material I may have obtained in connection with employment or services with any prior employer or service recipient in violation of a confidentiality agreement, nondisclosure agreement, or similar agreement with such prior employer or service recipient.

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**Section 2.            Developments.**

(a)          Developments Retained and Licensed. I have attached hereto, as Schedule A, a list describing with particularity all developments, original works of authorship, developments, improvements, and trade secrets that were created or owned by me prior to the commencement of my services (collectively referred to as “Prior Developments”), that belong solely to me or belong to me jointly with another, that relate in any way to any of the proposed businesses, products, or research and development of any member of the Company Group, and that are not assigned to the Company hereunder, or if no such list is attached, I represent that there are no such Prior Developments. If, during any period during which I perform or performed services for the Company Group both before or after the date hereof (the “Assignment Period”), whether as an officer, employee, director, independent contractor, consultant, or agent, or in any other capacity, I incorporate (or have incorporated) into a Company Group product or process a Prior Development owned by me or in which I have an interest, I hereby grant the Company, and the Company Group shall have, a non-exclusive, royalty-free, irrevocable, perpetual, transferable worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell, and otherwise distribute such Prior Development as part of or in connection with such product or process.

(b)          Assignment of Developments. I agree that I will, without additional compensation, promptly make full written disclosure to the Company, and will hold in trust for the sole right and benefit of the Company all developments, original works of authorship, inventions, concepts, know-how, improvements, trade secrets, and similar proprietary rights, whether or not patentable or registrable under copyright or similar laws, which I may (or have previously) solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the Assignment Period, whether or not during regular working hours, provided they either: (i) relate at the time of conception or reduction to practice of the invention to the business of any member of the Company Group, or actual or demonstrably anticipated research or development of any member of the Company Group; (ii) result from or relate to any work performed for any member of the Company Group; or (iii) are developed through the use of equipment, supplies, or facilities of any member of the Company Group, or any Confidential Information, or in consultation with personnel of any member of the Company Group (collectively referred to as “Developments”). I further acknowledge that all Developments made by me (solely or jointly with others) within the scope of and during the Assignment Period are “works made for hire” (to the greatest extent permitted by applicable law) for which I am, in part, compensated by my guaranteed pay, unless regulated otherwise by law, but that, in the event any such Development is deemed not to be a work made for hire, I hereby assign to the Company, or its designee, all my right, title, and interest throughout the world in and to any such Development.

(c)          Maintenance of Records. I agree to keep and maintain adequate and current written records of all Developments made by me (solely or jointly with others) during the Assignment Period. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, or any other format. The records will be available to and remain the sole property of the Company Group at all times. I agree not to remove such records from the Company’s place of business except as expressly permitted by Company Group policy, which may, from time to time, be revised at the sole election of the Company Group for the purpose of furthering the business of the Company Group.

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(d)          Intellectual Property Rights. I agree to assist the Company, or its designee, at the Company’s expense, in every way to secure the rights of the Company Group in the Developments and any copyrights, patents, trademarks, service marks, database rights, domain names, mask work rights, moral rights, and other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments that the Company shall deem necessary in order to apply for, obtain, maintain, and transfer such rights and in order to assign and convey to the Company Group the sole and exclusive right, title, and interest in and to such Developments, and any intellectual property and other proprietary rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of the Assignment Period until the expiration of the last such intellectual property right to expire in any country of the world;*provided*,*however*, the Company shall reimburse me for my reasonable expenses incurred in connection with carrying out the foregoing obligation. If the Company is unable because of my mental or physical incapacity or unavailability for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Developments or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact to act for and in my behalf and stead to execute and file any such applications or records and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance, and transfer of letters patent or registrations thereon with the same legal force and effect as if originally executed by me. I hereby waive and irrevocably quitclaim to the Company any and all claims, of any nature whatsoever, that I now or hereafter have for past, present, or future infringement of any and all proprietary rights assigned to the Company.

**Section 3.            Returning Company Group Documents**.

I agree that, at the time of termination of my services with the Company for any reason, I will deliver to the Company (and will not keep in my possession, recreate, or deliver to anyone else) any and all Confidential Information and all other documents, materials, information, and property developed by me pursuant to my services or otherwise belonging to the Company. I agree further that any property situated on the Company’s premises and owned by the Company (or any other member of the Company Group), including disks and other storage media, filing cabinets, and other work areas, is subject to inspection by personnel of any member of the Company Group at any time with or without notice.

**Section 4.            Disclosure of Agreement.**

As long as it remains in effect, I will disclose the existence of this Restrictive Covenants Agreement to any prospective employer, service recipient, partner, co-venturer, investor, or lender prior to entering into an employment, services, partnership, or other business relationship with such person or entity.

**Section 5.            Restrictions on Interfering.**

(a)          Non-Competition. During the period of my services with the Company (the “Services Period”) and the Post-Termination Restricted Period, I shall not, directly or indirectly, individually or on behalf of any person, company, enterprise, or entity, or as a sole proprietor, partner, stockholder, director, officer, principal, agent, or executive, or in any other capacity or relationship, engage in any Competitive Activities within the United States of America or any other jurisdiction in which any member of the Company Group engages in business, derives a material portion of its revenues, or has demonstrable plans to commence business activities.

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(b)          Non-Interference.

(i)          During the Services Period and the Post-Termination Employee Non-Interference Period, I shall not, directly or indirectly for my own account or for the account of any other individual or entity, engage in (A) encouraging, soliciting, or inducing, or in any manner attempting to encourage, solicit, or induce, any Person employed by, or providing consulting services to, any member of the Company Group to terminate such Person’s employment or services (or in the case of a consultant, materially reducing such services) with the Company Group, or (B) hiring any individual who was employed by the Company Group within the six (6) month period prior to the date of such hiring.

(ii)         During the Services Period and the Post-Termination Business Relation Non-Interference Period, I shall not, directly or indirectly for my own account or for the account of any other individual or entity, engage in encouraging, soliciting, or inducing, or in any manner attempting to encourage, solicit, or induce, any Business Relation to cease doing business with or reduce the amount of business conducted with the Company Group, or in any way interfering with the relationship between any such Business Relation and the Company Group.

(c)          Definitions. For purposes of this agreement:

(i)          “Business Relation” shall mean any current or prospective client, customer, licensee, supplier, or other business relation of the Company Group, or any such relation that was a client, customer, licensee or other business relation within the prior six (6) month period, in each case, with whom I transacted business or whose identity became known to me in connection with my relationship with, or provision of services to, the Company.

(ii)         “Competitive Activities” shall mean any business activities related to asset management, direct lending, corporate credit investments, investment management, investment advisory services and investment banking services, or any other business activity that is materially competitive with the then current or demonstrably planned business activities of the Company Group.

(iii)        “Person” shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust (charitable or non-charitable), unincorporated organization, or other form of business entity.

(iv)        “Post-Termination Business Relation Non-Interference Period” shall mean the period commencing on the date of the termination of the Services Period for any reason and ending on the six (6) month anniversary of such date of termination.

(v)         “Post-Termination Employee Non-Interference Period” shall mean the period commencing on the date of the termination of the Services Period for any reason and ending on the twelve (12) month anniversary of such date of termination.

(vi)        “Post-Termination Restricted Period” shall mean the period commencing on the date of the termination of the Services Period for any reason and ending on the six month anniversary of such date of termination.

(d)          Non-Disparagement. I agree that during the Services Period, and at all times thereafter, I will not make any disparaging or defamatory comments regarding any member of the Company Group or their respective current or former directors, officers, or employees in any respect or make any comments concerning any aspect of my relationship with any member of the Company Group or any conduct or events which precipitated any termination of my services from any member of the Company Group. However, my obligations under this subsection (d) shall not apply to disclosures required by applicable law, regulation, or order of a court or governmental agency.

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**Section 6.            Reasonableness of Restrictions**.

I acknowledge and recognize the highly competitive nature of the Company’s business, that access to Confidential Information renders me special and unique within the Company’s industry, and that I will have the opportunity to develop substantial relationships with existing and prospective clients, accounts, customers, consultants, contractors, investors, and strategic partners of the Company Group during the course of and as a result of my services with the Company. In light of the foregoing, I recognize and acknowledge that the restrictions and limitations set forth in this Restrictive Covenants Agreement are reasonable and valid in geographical and temporal scope and in all other respects and are essential to protect the value of the business and assets of the Company Group. I further acknowledge that the restrictions and limitations set forth in this agreement will not materially interfere with my ability to earn a living following the termination of my services with the Company and that my ability to earn a livelihood without violating such restrictions is a material condition to my services with the Company.

**Section 7.            Independence; Severability; Blue Pencil**.

Each of the rights enumerated in this Restrictive Covenants Agreement shall be independent of the others and shall be in addition to and not in lieu of any other rights and remedies available to the Company Group at law or in equity. If any of the provisions of this Restrictive Covenants Agreement or any part of any of them is hereafter construed or adjudicated to be invalid or unenforceable, the same shall not affect the remainder of this Restrictive Covenants Agreement, which shall be given full effect without regard to the invalid portions. If any of the covenants contained herein are held to be invalid or unenforceable because of the duration of such provisions or the area or scope covered thereby, I agree that the court making such determination shall have the power to reduce the duration, scope, and/or area of such provision to the maximum and/or broadest duration, scope, and/or area permissible by law, and in its reduced form said provision shall then be enforceable.

**Section 8.            Injunctive Relief**.

I expressly acknowledge that any breach or threatened breach of any of the terms and/or conditions set forth in this Restrictive Covenants Agreement may result in substantial, continuing, and irreparable injury to the members of the Company Group. Therefore, I hereby agree that, in addition to any other remedy that may be available to the Company, any member of the Company Group shall be entitled to seek injunctive relief, specific performance, or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach of the terms of this Restrictive Covenants Agreement without the necessity of proving irreparable harm or injury as a result of such breach or threatened breach. Notwithstanding any other provision to the contrary, I acknowledge and agree that each of the Post-Termination Restricted Period, the Post-Termination Business Relation Non-Interference Period, and the Post-Termination Employee Non-Interference Period shall be tolled during any period of violation of any of the covenants in Section 5 hereof and during any other period required for litigation during which the Company or any other member of the Company Group seeks to enforce such covenants against me if it is ultimately determined that I was in breach of such covenants.

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**Section 9.            Cooperation**.

I agree that, following any termination of my services, I will continue to provide reasonable cooperation to the Company and/or any other member of the Company Group and its or their respective counsel in connection with any investigation, administrative proceeding, or litigation relating to any matter that occurred during my services in which I was involved or of which I have knowledge. As a condition of such cooperation, the Company shall reimburse me for reasonable out-of-pocket expenses incurred at the request of the Company with respect to my compliance with this Section 9. I also agree that, in the event I am subpoenaed by any person or entity (including, but not limited to, any government agency) to give testimony or provide documents (in a deposition, court proceeding, or otherwise), that in any way relates to my services with the Company and/or any other member of the Company Group, I will give prompt notice of such request to the Company and will make no disclosure until the Company and/or the other member of the Company Group has had a reasonable opportunity to contest the right of the requesting person or entity to such disclosure.

**Section 10.          General Provisions.**

(a)          Governing Law; Waiver of Jury Trial. THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE OF THIS RESTRICTIVE COVENANTS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS. BY EXECUTION OF THIS RESTRICTIVE COVENANTS AGREEMENT, I HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING UNDER OR IN CONNECTION WITH THIS RESTRICTIVE COVENANTS AGREEMENT.

(b)          Entire Agreement. This Restrictive Covenants Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to this Restrictive Covenants Agreement, nor any waiver of any rights under this Restrictive Covenants Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, obligations, rights, or compensation will not affect the validity or scope of this Restrictive Covenants Agreement.

(c)          No Right of Continued Services. I acknowledge and agree that nothing contained herein shall be construed as granting me any right to continued services with the Company, and the right of the Company to terminate my services at any time and for any reason, with or without cause, is specifically reserved.

(d)          Successors and Assigns. This Restrictive Covenants Agreement will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. I expressly acknowledge and agree that this Restrictive Covenants Agreement may be assigned by the Company without my consent to any other member of the Company Group as well as any purchaser of all or substantially all of the assets or stock of the Company, whether by purchase, merger, or other similar corporate transaction, provided that the license granted pursuant to Section 2(a) may be assigned to any third party by the Company without my consent.

(e)          Survival. The provisions of this Restrictive Covenants Agreement shall survive the termination of my services with the Company and/or the assignment of this Restrictive Covenants Agreement by the Company to any successor in interest or other assignee.

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The undersigned has executed this Confidentiality, Non-Interference, and Invention Assignment Agreement on the respective date set forth below:

Date:

(Signature)

[Signature Page to Confidentiality, Non-Interference, and Invention Assignment Agreement]

SCHEDULE A

LIST OF PRIOR DEVELOPMENTS

AND ORIGINAL WORKS OF AUTHORSHIP

EXCLUDED FROM SECTION 2

Title Date Identifying Number or

Brief Description

\_\_\_\_\_ No Developments or Improvements

\_\_\_\_\_ Additional Sheets Attached

Signature of Member: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name of Member:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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**CONFI#26**

EXHIBIT 10.1

**Exhibit 10.1**

***Execution Version***

**CONFIDENTIALITY AGREEMENT**

**THIS CONFIDENTIALITY AGREEMENT** (this “**Agreement**”) is entered into as of the 1st day of October, 2021, by and between Normo Group Holdings N.V., a public limited liability company organized and existing under the laws of The Netherlands (the “**Company**”), and [NAME], an individual (the “**Director**”), and is effective upon the date of the Director’s election to serve on the Board of Directors of the Company (the “**Board**”).

**WHEREAS**, the Board is charged with managing the Company’s affairs, which includes setting the Company's policies and strategy; the Company’s executive directors are charged primarily with the Company’s day-to-day business and operations and the implementation of the Company’s strategy; the Company’s non-executive directors are charged primarily with the supervision of the performance of the duties of the Board; and each director is charged with all tasks and duties of the Board that are not delegated to one or more other specific directors by virtue of Dutch law, the Articles of Association of the Company (as amended, the “**Articles**”) or an arrangement catered for in the Articles;

**WHEREAS**, in the performance of its duties the Board shall be guided by the best interests of the Company and the enterprise connected therewith;

**WHEREAS**, in connection with the Director’s appointment, the Director will be attending meetings and reviewing materials containing certain non-public confidential and proprietary information about the Company; and

**WHEREAS**, this Agreement contains certain stipulations as to the use and disclosure of such non-public confidential and proprietary information about the Company, it being understood that this Agreement shall not prejudice any duties and obligations of the Director under applicable law.

**NOW THEREFORE**, the parties hereto, intending to be legally bound, agree as follows:

1. For purposes of this Agreement, “Confidential Information” shall mean all non-public and proprietary information that has been or will be disclosed by the Company or one of its Affiliates to the Director, whether set forth in writing, orally, electronically, or by visual inspection, which may relate to among other things, the Company’s business interests, marketing plans and ideas, manufacturing information, financial information, strategic considerations or business operations, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, designs, sketches, know-how, photographs, plans, drawings, specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, or inventions, and all other relevant information pertaining thereto which is marked as “Proprietary” or “Confidential.” Company Confidential Information may also include non-public and proprietary information of its Affiliates.

For purposes of this Agreement, the term “Affiliate” means any entity, including, without limitation, any individual, corporation, partnership, limited liability company or group, that controls, is controlled by, or is under common control, directly or indirectly through one or more intermediaries, with the Company.

2. The parties hereby agree that the following shall not be considered Confidential Information subject to this Agreement:

         (a) information that, prior to the time of disclosure, is in the public domain;

         (b) information that, after disclosure, becomes part of the public domain by publication or otherwise; provided that such publication is not in violation of this Agreement or, to the Director’s knowledge, any other confidentiality agreement to which the Director is party;

(c) information that the Director can establish in writing was already known to the Director or was in the Director’s possession prior to the time of disclosure and was not acquired, directly or indirectly, from the Company;

         (d) information that the Director lawfully received from a third party; provided however, that such third party was not obligated to hold such information in confidence; and

         (e) information that was independently developed by the Director without reference to any Confidential Information as established by appropriate documentation.

3. The Director shall not use Confidential Information of the Company for any purpose other than for the purpose of the Director’s service as a director of the Company. The Director will not disclose any such Confidential Information to any person except to the extent the Director is compelled to disclose as required by applicable law or by any securities exchange regulations, or supervisory or regulatory or governmental body pursuant to rules to which the Director is subject by a court or other tribunal of competent jurisdiction; provided, however, that in such case the Director shall immediately give as much advance notice as feasible to the Company so that the Company may seek a protective order or other remedy from said court or tribunal and the Director will provide reasonable assistance to the Company to obtain such order to the extent not prohibited by law. In any event, the Director shall disclose only that portion of the Confidential Information that, in the opinion of its legal counsel, is legally required to be disclosed and will exercise reasonable efforts to ensure that any such information so disclosed will be accorded confidential treatment by said court or tribunal. Furthermore, the restrictions contained in this Agreement shall not apply so as to prevent the Director from making a disclosure to any professional adviser for the purpose of obtaining advice in context of the performance of the duties of the Board; provided that the provisions of this Agreement shall apply to and the Director shall procure that they apply to, and are observed in relation to, the use or disclosure by such professional adviser of the information provided to such professional adviser.

4. Upon the request of the Company, the Director shall return promptly to the Company (or, at the Director’s option, destroy) all Confidential Information furnished to the Director, including any copies thereof and notes, extracts, or derivative materials based thereon (provided that if the Director so opts to destroy, the Director shall confirm and certify such destruction in writing to the Company); and until this Agreement is terminated or until the expiration of the confidentiality obligations set forth in this Agreement, shall keep confidential and not use in any way any analyses, compilations, studies or other documents which reflect any of the Confidential Information. Notwithstanding the foregoing provision, the Director shall not be required to delete the Confidential Information from back-up archival storage and may retain one (1) copy of Confidential Information in the Director’s confidential files solely for record keeping and compliance purposes provided that such retained Confidential Information is not used or disclosed except in accordance with the terms included herein.

5. Title to, and all rights emanating from the ownership of, all Confidential Information disclosed under this Agreement shall remain vested in the Company or any of its Affiliates. Nothing herein shall be construed as granting any license or option, in favor of the Director, in such Confidential Information under any patent, copyright and/or any other rights now or hereafter held by the Company or any Affiliate of the Company in or as a result of such Confidential Information other than as specifically agreed upon by the Company.

6. The Director acknowledges that, by virtue of the examination of the Confidential Information in accordance with the terms of this Agreement, the Director may have access to material, non-public information, and the Director is aware that applicable securities laws, including United States federal and state securities laws, generally prohibit any person who has material, non-public information concerning a publicly-traded company from purchasing or selling any securities of such company or from communicating such information to any other person or entity under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. The Director agrees that the Director will not use or permit any third party to use any Confidential Information in contravention of the United States federal and state securities laws, including the Securities Exchange Act of 1934, as amended, including the rules and regulations promulgated thereunder.

7. The execution and performance of this Agreement does not obligate the parties, or any of the parties’ Affiliates, to enter into any other agreement or to perform any obligations other than as specified herein or as specified in a separate agreement between the parties.

8. The Director agrees that the disclosure of Confidential Information to any third party without the express written consent of the Company may cause irreparable harm to the Company or its Affiliates and agrees that money damages may be an inadequate remedy for breach of this Agreement, and that any breach or threatened breach of this Agreement by the Director will entitle the Company or any of its Affiliates to seek specific performance of this agreement and injunctive relief, in addition to any other legal remedies available to it, in any court of competent jurisdiction. In the event of litigation relating to this Agreement, the prevailing party shall be entitled to reimbursement of reasonable fees, costs and expenses, including reasonable legal expenses, from the non-prevailing party.

9. No failure or delay by the Company or any of its Affiliates in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

10. The parties hereby agree that this Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings between the parties with respect to the handling of Confidential Information, whether written, oral, visual, audio or in any other medium whatsoever. This Agreement shall be governed and construed in accordance with by the laws of the State of Texas without reference to its conflict of laws rules. Parties hereto submit to the exclusive jurisdiction of competent courts located in the State of Texas. This Agreement may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both parties. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

11. This Agreement shall terminate and all obligations and rights hereunder shall expire upon the second anniversary of the first date on which the Director no longer serves on the Board of the Company.

12. This Agreement shall be binding on each party’s successors and assigns.

13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

[Signature page follows]

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

NORMO GROUP HOLDINGS N.V.

By:

Name:

Title:

[Signature Page to Confidentiality Agreement]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director

Signature

Name:

[Signature Page to Confidentiality Agreement]

CONFI#27

CONFIDENTIALITY AGREEMENT

**Exhibit (d)(2)**

**NON-DISCLOSURE AGREEMENT**

This AGREEMENT is effective as of January 12, 2015 (“**Effective Date**”) by and between Postmatch Inc., a company having a place of business at, CT 06807 (together with its subsidiaries and other affiliates, “**PMI**”), and Angle, Inc., a company having a place of business at, New York, NY 10012 (together with its subsidiaries and affiliates “**Angle**”).

The parties hereto agree as follows:

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| 1. | PMI and Angle each have an interest in exploring a possible negotiated business transaction (the “**Transaction**”) relating to the potential acquisition of Angle (the “**Business**”). To explore the Transaction, it may be necessary for each party to disclose certain Confidential Information to the other party. “**Confidential Information**” shall mean any information disclosed or provided to one party (the “**Receiving Party**”) on or after the Effective Date by or on behalf of the other party (the “**Disclosing Party**”), which the Disclosing Party has not released publicly and which the Disclosing Party considers confidential and/or in which the Disclosing Party has a proprietary interest. Confidential Information includes, without limitation, information, know-how, specifications, materials, models, plans, discoveries, trade secrets (as such term is defined in the Uniform Trade Secrets Act in effect on the Effective Date), records, data, business, marketing, manufacturing and financial records, operations and strategies, invention plans, distribution channels, and technical and product information, customer data, product services, information of the Disclosing Party’s subsidiaries and entities under its control and other communications concerning the Transaction and/or the Disclosing Party’s business and operations, together with all portions of analyses, compilations, notes, studies and other documents prepared by or for the benefit of the Receiving Party which contain or otherwise reflect any of the foregoing. The term Confidential Information also includes, without limitation: (a) the identity (by name or identifiable description) of the parties hereto; (b) the fact that the parties hereto are considering a Transaction; and (c) all analyses, compilations, forecasts, summaries, studies or other materials prepared by the Receiving Party and its Representatives (as defined below) in connection with their review of, or the Receiving Party’s interest in, the Transaction which, in whole or in part, contain or reflect or are based on any information referred to in this Section (“**Analyses**”). All information not meeting the requirements of this Section shall be considered non-confidential. |

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| 2. | For a period of three (3) years from the date of initial disclosure, Confidential Information received by the Receiving Party from the Disclosing Party hereunder shall be: (a) held in confidence by the Receiving Party and not disclosed to any third party; and (b) used by the Receiving Party only for the purpose of evaluating and completing the Transaction. The Receiving Party may disclose Confidential Information on a need to know basis to its and its affiliates’ officers, directors, employees, consultants and advisors (including, without limitation, financial advisors, investment banks, the agents and lenders under the Receiving Party’s existing credit facilities, attorneys and accountants) (“**Representatives**”) who have a need to know such information for purposes of evaluation and completion of the Transaction; provided that such Representatives shall be bound by terms of confidentiality and non-use consistent with those set forth in this Agreement. Each party will direct its Representatives not to disclose to any other person either: (a) the fact that the Confidential Information exists or has been made available to the Receiving Party, (b) that the parties are considering the Transaction, or (c) that discussions or negotiations are taking place or have taken place between the parties concerning the Transaction or any of the terms, conditions or other facts relating to the Transaction with the Receiving Party or such discussions or negotiations, including the status thereof or the subject matter of this Agreement (the matters described in the foregoing clauses (a)-(c) being referred to herein as “**Transaction Information**”). Each party agrees to be responsible for any breaches of any of the provisions of this Agreement by any of its Representatives (it being understood that such responsibility shall be in addition to and not by way of limitation of any right or remedy a party may have against the other party’s Representatives with respect to such breach). |

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| 3. | The term Confidential Information does not include any information which: (a) is or becomes publicly available other than as a result of a disclosure by the Receiving Party or its Representatives in violation of this Agreement or other obligation of confidentiality, or (b) is or becomes available to the Receiving Party |

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|  | on a non-confidential basis from a source (other than the Disclosing Party or its Representatives) who is not known by the Receiving Party to be prohibited from disclosing such information by a legal, contractual or fiduciary obligation, or (c) is already in the Receiving Party’s or its Representatives’ possession (other than information furnished by or on behalf of the Disclosing Party), or (d) is independently developed by a party or any of its Representatives without violating any of such party’s obligations hereunder or without reference to the Confidential Information. |

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| 4. | Unless otherwise agreed to by PMI in writing, and without limiting any communications permitted by the last sentence of Section 12, (a) all communications regarding the Transaction, (b) requests for additional information, (c) requests for facility tours or management meetings, and (d) discussions or questions regarding procedures, timing and terms of the Transaction, will be submitted or directed exclusively to one or more members of the Postmatch Corporate Development Department (the “**PMI Contacts**”). Contact information for the PMI Contacts is included in Exhibit A to this Agreement. Unless otherwise agreed to by Angle in writing, and without limiting any communications permitted by the last sentence of Section 12, (a) all communications regarding the Transaction, (b) requests for additional information, (c) requests for facility tours or management meetings, and (d) discussions or questions regarding procedures, timing and terms of the Transaction, will be submitted or directed exclusively to any of the contacts at Angle included in Exhibit A to this Agreement (the “**Angle Contacts**”). |

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| 5. | Notwithstanding anything to the contrary provided in this Agreement other than, and subject to, Section 12 of this Agreement, in the event the Receiving Party or any of its Representatives receives a request pursuant to or is required by law, rule, regulation, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process or pursuant to a formal request from a regulatory examiner (any such requested or required disclosure, an “**External Demand**”) to disclose all or any part of the Disclosing Party’s Confidential Information or Transaction Information, the Receiving Party or its Representatives, as the case may be, agree to (to the extent practicable and legally permissible) (a) promptly notify the Disclosing Party of the existence, terms and circumstances surrounding such External Demand, (b) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request or disclosure, and (c) assist the Disclosing Party, at the Disclosing Party’s expense, in seeking a protective order or other appropriate remedy to the extent available under the circumstances. In the event that such protective order or other remedy is not obtained, unless the Disclosing Party waives compliance with the provisions hereof, the Receiving Party or its Representatives, as the case may be, may disclose only that portion of the Confidential Information or Transaction Information which it or its Representatives are advised by counsel is legally required to be disclosed and to only those persons to whom the Receiving Party or its Representatives are advised by counsel are legally required to receive such information, and the Receiving Party and its Representatives shall, at the Disclosing Party’s expense, exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information or Transaction Information. For the avoidance of doubt, in no event shall PMI be permitted to make any disclosure of Confidential Information in response to any External Demand that arises from an action taken by PMI in violation of Section 12 of this Agreement. |

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| 6. | Confidential Information shall remain the property of the Disclosing Party at all times. If the Receiving Party determines not to proceed with the Transaction, the Receiving Party will promptly inform the Disclosing Party of that decision and, in that case, upon the request of the Disclosing Party or any of its Representatives, the Receiving Party will: (a) destroy all copies of the written Confidential Information in the Receiving Party’s possession (other than any of your own Analyses), and (b) promptly destroy all the Disclosing Party’s Analyses; provided however, that nothing in this Agreement shall require the destruction of investment memoranda prepared by the Receiving Party in the ordinary course of business and retained in accordance with the Receiving Party’s general retention policies or computer backup tapes or copies of Confidential Information or Analyses created pursuant to automated archiving or backup procedures; and provided further that the Receiving Party’s records department may retain one copy of such Confidential Information, subject to the terms of this Agreement, solely for compliance with legal or regulatory obligations or pursuant to its internal document retention policies. The Receiving Party will certify such destruction to the Disclosing Party, in writing signed by one of the Receiving Party’s authorized Representatives. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party and its Representatives will continue to be bound by its and their obligations under this Agreement. |

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| 7. | Nothing herein shall obligate either party to disclose to or receive from the other party any particular information. Neither party has an obligation under this Agreement to purchase any service or item from the other party. Neither party is obligated to compensate the other for the use of any information disclosed under this Agreement for the purpose of this Transaction, except as may be otherwise provided in a written agreement between the parties. Unless and until a Definitive Agreement (as defined below) concerning the Transaction has been executed, neither party nor its affiliates nor its or its affiliates’ Representatives shall have any legal obligation to the other party of any kind whatsoever with respect to the Transaction, whether by virtue of this Agreement (except as expressly provided herein), any other written or oral expression with respect to the Transaction, or otherwise. |

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| 8. | Each party acknowledges that the other party may: (a) explore opportunities similar to the Transaction with other companies that may be competitors of the acknowledging party; or (b) be involved in activities which are competitive with or complementary to the acknowledging party’s activities by internal development, acquisition, joint venture, and/or other means. Nothing agreed to herein shall prevent either party from such activities; provided, however, that any Confidential Information received under this Agreement may be used only for the purpose of this Transaction and in no event shall be provided to any of such companies. |

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| 9. | Disclosure of any information under this Agreement shall not be construed as, directly or by implication, (a) granting any license under any United States or foreign patent, patent application or copyright, or any other intellectual property rights, (b) creating any agency or partnership relationship between the parties, or (c) granting the right to use either party’s name, trade names, trademarks, service marks, logos or designs for any purpose, without the other party’s prior written permission. |

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| 10. | The Disclosing Party represents and warrants that it has the right to disclose the Confidential Information disclosed under this Agreement for the purpose of this Transaction. Neither party nor any of its respective Representatives nor its respective Representatives’ respective officers, directors, employees, agents or controlling persons within the meaning of Section 20 of the Securities Exchange Act of 1934 (the “**Exchange Act**”) makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information or any other information disclosed under this Agreement and each party agrees that none of the foregoing will have any liability under this Agreement to the Receiving Party with respect to the Confidential Information or for any errors therein or omissions therefrom. Each party further agrees that it is not entitled to rely on the accuracy or completeness of the Confidential Information and that it will be entitled to rely solely on such representations and warranties as may be included in a Definitive Agreement (as defined below), subject to such limitations and restrictions as may be contained therein. The term “**Definitive Agreement**” means a written agreement with respect to the Transaction, when and as executed and delivered by all the parties thereto, binds the parties thereto to close the Transaction, subject only to such conditions to closing as may be negotiated between the parties, and does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or verbal acceptance of an offer or bid. |

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| 11. | Each party agrees that for a period of two (2) years from the date of this Agreement, neither it nor any of its Representatives will, directly or indirectly, solicit for employment or employ any individual serving as an officer of the Disclosing Party or any employee of the Disclosing Party or any of its subsidiaries, in each case with whom the Receiving Party has had substantial contact during its investigation of the Disclosing Party and its business, in each case without obtaining the prior written consent of the Disclosing Party; provided that the Receiving Party may make general solicitations for employment not specifically directed at the Disclosing Party or any of its subsidiaries or their respective employees (including, without limitation, by a bona fide search firm) and solicit and employ (i) any person who responds to such general solicitations, and (ii) any person with whom the Receiving Party was discussing employment prior to the date of this Agreement or with whom the Receiving Party initiates discussions regarding employment after such person is no longer an employee of the Disclosing Party or its subsidiaries. |

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| 12. | Each party agrees that for a period of one (1) year from the date of this Agreement, unless invited or requested by the other party to do so, neither it nor any of its Representatives will: (a) propose (i) any merger, consolidation, business combination, tender or exchange offer, purchase of the Disclosing Party’s assets or businesses, or similar transactions involving the Disclosing Party or (ii) any recapitalization, |

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|  | restructuring, liquidation or other extraordinary transaction with respect to the Disclosing Party; (b) (i) acquire beneficial ownership of any securities (including in derivative form) of the Disclosing Party (collectively, a transaction specified in (a)(i), (a)(ii) and (b)(i) involving a majority of the Disclosing Party outstanding capital stock or consolidated assets, is referred to as a “**Business Combination**”), (ii) propose or seek, whether alone or in concert with others, any “solicitation” (as such term is used in the rules of the Securities and Exchange Commission) of proxies or consents to vote any securities (including in derivative form) of the Disclosing Party, (iii) nominate any person as a director of the Disclosing Party, or (iv) propose any matter to be voted upon by the stockholders of the Disclosing Party; (c) directly or indirectly, form, join or in any way participate in a third party “group” (as such term is used in the rules of the Securities and Exchange Commission) (or discuss with any third party the potential formation of a group) with respect to any securities (including in derivative form) of the Disclosing Party or a Business Combination involving the Disclosing Party; (d) request the Disclosing Party (or any of its Representatives), directly or indirectly, to amend or waive any provision of this paragraph (including this sentence); or (e) take any action that could reasonably be expected to require the Disclosing Party to make a public announcement regarding a potential Business Combination; provided, however, that the restrictions set forth in this paragraph shall terminate immediately upon the public announcement by the Disclosing Party that it has entered into a definitive agreement with a third party for a transaction involving a Business Combination. Notwithstanding the foregoing, a party may communicate to the board of directors of the other party or any member thereof confidential, non-public offers, proposals or inquiries relating to any potential transaction specified in the foregoing clauses (a)(i), (a)(ii) or (b)(i) with or involving the other party, in each case in a manner that would not require the other party to make a public disclosure thereof. |

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| 13. | Each party agrees that money damages would not be a sufficient remedy for any breach (or threatened breach) of this Agreement by the Receiving Party or its Representatives and that the Disclosing Party shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach (or threatened breach), without proof of damages, and each party further agrees to waive, and use its best efforts to cause its Representatives to waive any requirement for the securing or posting of any bond in connection with any such remedy. Such remedies shall not be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity. |

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| 14. | Notices given under this Agreement shall be in writing and delivered by first class, certified mail, by nationally-recognized overnight carrier service or by email (followed by overnight delivery by a nationally-recognized overnight carrier service) to each signatory at the addresses identified on page 1 of this Agreement unless changed by written notice. Unless changed by written notice, notices to Angle shall be sent to the address set forth above to: Attention Cesar Felix, Chief Executive Officer, with a copy to Office of the General Counsel; and notices to PMI shall be sent to the address set forth above to: Attention: Mercedes Morales, Vice President, Corporate Development & Strategy with a copy to: Attention: Office of the General Counsel. |

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| 15. | The Disclosing Party does not intend to waive any of the attorney-client privilege, work product doctrine or other applicable privilege with respect to any of its Confidential Information or other materials. To the extent that any Confidential Information or other materials may inadvertently include such privileged information, upon the Disclosing Party’s request the Receiving Party and its Representatives will immediately destroy or return any such Confidential Information and other materials. |

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| 16. | This Agreement supersedes all prior agreements, understandings, representations and statements, whether oral or written, between the parties relating to the subject matter of this Agreement. In the event that the terms or conditions of use or confidentiality or non-disclosure provision of any electronic data room established or maintained by either party or its Representatives conflicts with the terms of this Agreement, the terms of this Agreement shall govern. This Agreement contains the entire Agreement between the parties hereto concerning the subject matter hereof, and no provision of this Agreement may be waived, in whole or in part, nor any consent given, unless approved in writing by a duly authorized representative of the party providing such waiver or consent, which writing specifically refers to this Agreement and the provision for which such waiver or consent is given. In the event that any provision of this Agreement is deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby. |

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| 17. | The terms of this Agreement may be changed, amended or modified, in whole or in part, only by subsequent written agreement duly executed by an authorized representative of each party. Neither party may assign this Agreement without the prior written consent of the other party. This Agreement shall be binding on, and shall inure to the benefit of and shall be enforceable by, the parties and their successors and permitted assigns. For the convenience of the parties, this Agreement may be executed by exchange of electronic signatures and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one Agreement binding on both parties. |

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| 18. | This Agreement will be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts between residents of that State and executed in and to be performed entirely within that State. Each party hereto consents to personal jurisdiction in that State and voluntarily submits to the jurisdiction of the federal and state courts located in the Delaware in any action or proceeding with respect to this Agreement and each party irrevocably waives the right to assert the doctrine of forum non conveniens or a similar doctrine or to object to venue with respect to any action or proceeding brought in any such court. Each party agrees that it may be served with process at its address set forth on the first page hereof. |

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| 19. | Each party assures the other that it does not intend to, and will not, export or re-export any technical information received under this Agreement, including but not limited to Confidential Information, without compliance with all export control regulations applicable to the Disclosing Party. |

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| 20. | Each party acknowledges that it may receive material non-public information in connection with its evaluation of the Transaction and that it is aware (and will so advise any person, including its Representatives, to whom it provides Confidential Information) that the United States and other securities laws as may be applicable impose restrictions on trading in securities when in possession of such information and such laws prohibit the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information. The Disclosing Party acknowledges that it is not acting as an advisor to the Receiving Party and will not receive any amount that could be construed as a “minimum fee” within the meaning of United States Treas. Reg. Section 1.6011-4(b)(3) (or any successor thereto). In the event one party claims that the Transaction is a proprietary or exclusive transaction, then that party will confirm in writing to the other party that there is no limitation on disclosure of the United States federal tax treatment or tax structure of the Transaction. |

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| 21. | No failure or delay by a party to this Agreement in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other right or further exercise thereof or the exercise of any other right, power or privilege. |

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| 22. | This Agreement shall terminate three (3) years from the Effective Date, and upon termination, neither party shall thereafter have any obligation to the other party under this Agreement. |

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement.

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| **POSTMATCH INC.** | | | | |  |  |  | **ANGLE, INC.** | | | | | | |
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| By: |  | /s/ Mercedes Morales |  | (sign) |  |  |  | By: |  |  |  | /s/ Cesar Felix |  | (sign) |
|  |  | Name: Mercedes Morales | | |  |  |  |  |  |  |  | Name: Cesar Felix | | |
|  |  | Title: VP, Corporate Development & Strategy | | |  |  |  |  |  |  |  | Title: Chief Executive Officer | | |

**CONFI#28**

**Exhibit (d)(5)**

**NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT** is entered into and made to be effective as of July 4, 2016 by and between OMP B.V., a company incorporated in the Netherlands and organized and existing under the laws of the Netherlands with its principal place of business at XXX AG Eindhoven, acting on its behalf and on behalf of OMP affiliated companies (“OMP”); and RENEX Incorporated, a company incorporated in the State of Delaware, U.S.A., with its principal place of business at XXX, San Diego, California 92121 U.S.A. (the “Company”), (together, the “Parties”).

**WHEREAS**, The Parties desire to exchange information, including certain financial, technical, product, operations and other business information solely for the purpose of evaluating a potential acquisition of OMP by the Company or a comparable negotiated transaction between the Company and OMP (the “Permitted Purpose” or the “Transaction”).

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

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| **1.** | **Confidential Information** |

For the purposes of this Agreement “Confidential Information” means all information concerning or provided by the disclosing Party (“Disclosing Party”) to the receiving Party (“Receiving Party”) or its Representatives (whether in writing, or in oral, graphic, electronic or any other form and including information made available or furnished prior to the date hereof) that is reasonably understood by the Receiving Party from the context of disclosure or from the information itself, to be confidential, and any report, analysis, compilation, study, interpretation, forecast, model, interpretation, third-party agreements or materials, trade secrets, customer and supplier information, product information, product roadmaps, records, memoranda or other material prepared or maintained by the Receiving Party, in whatever form (whether documentary, computer storage or otherwise) to the extent containing, reflecting, derived from, based upon or referring to, in whole or in part, any such information. “Representatives” means, with respect to a Party, such Party’s wholly owned subsidiaries, directors, officers, employees, consultants, accountants, financial and legal advisors and, with and subject to the prior written consent of the Disclosing Party, any actual or potential sources of debt financing (including any affiliate of any financial advisor acting in such capacity and their counsel) and other representatives which are identified to the Disclosing Party and who shall be subject to confidentiality obligations at least as stringent as a Receiving Party hereto. The term “Representatives” does not include any potential equity investors or co-bidders and nothing in this Agreement shall permit the Receiving Party or its Representatives, directly or indirectly, to enter into any discussions, negotiations, arrangements or understandings with, or to share any Confidential Information with, any person with respect to participation as an equity investor or as a co-bidder in connection with any possible Transaction, or to propose to any other person to participate as an equity investor or as a co-bidder in connection with any possible Transaction or to advise, assist, encourage, act as an equity financing source for or otherwise invest in any other person in connection with any of the foregoing activities.

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| **2.** | **Obligations of Confidentiality** |

Each Party recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that could result to the Disclosing Party if Confidential Information contained therein is disclosed to any person. As a condition to and in consideration of Confidential Information being provided to the Receiving Party and its Representatives, each Receiving Party undertakes and agrees as follows:

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|  | (a) | to hold and cause its Representatives to hold Confidential Information provided hereunder now or in the future in accordance with the provisions of this Agreement and not to disclose or permit it to be disclosed to any person, firm or company other than the Receiving Party’s Representatives who need to know such information for the Permitted Purpose; |

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|  | (b) | only to use the Confidential Information for the Permitted Purpose and not for any other purpose; |

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|  | (c) | to ensure that each Representative to whom disclosure of Confidential Information is made by the Receiving Party is fully aware in advance of the Receiving Party’s obligations under this Agreement and to take full responsibility and remain fully liable for any actions or omissions of its Representatives that are not in accordance with this Agreement; and |

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|  | (d) | to keep confidential and not reveal to any person, firm or company (other than Representatives) the fact that Confidential Information has been made available in connection with the Permitted Purpose, that discussions or negotiations are taking place or have taken place between the Parties concerning a potential Transaction between the Parties, including the status of such discussions or the termination of such discussions or negotiations, or any opinions or view with respect to the Confidential Information. |

Each Party hereby acknowledges that it is aware, and it will advise its Representatives who are informed as to the matters which are the subject of this Agreement, that Confidential Information may include material non-public information and that United States securities laws impose restrictions on trading securities when in possession of such information and on communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to trade in such securities.

Neither Party nor its Representatives will initiate any communications with any Representatives of the other Party concerning the Confidential Information, nor shall either Party or its Representatives contact any member of management or any employee of the other Party or any customers, suppliers or other third parties that conduct business with the other Party, in each case other than (a) individuals who have been specifically designated and approved by the other Party for such communications and (b) customers, suppliers or other third parties that the Party or its Representatives communicate with in the ordinary course of their respective businesses so long as such communications are made in the ordinary course of business and do not reference any Confidential Information.

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| **3.** | **Exceptions** |

The obligations of Sections 2(a)-(c) of this Agreement shall not apply to any information which is (i) now or becomes generally available to the public in the future, other than through acts or omissions of the Receiving Party or its Representatives in violation of this Agreement, (ii) lawfully obtained by the Receiving Party from sources independent of Disclosing Party; provided such source was not, to the Receiving Party’s knowledge, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from transmitting such information by contractual, legal, fiduciary or other obligation, or (iii) independently developed by the Receiving Party or the Receiving Party’s Representatives without the benefit or usage of or reference to the Confidential Information. The fact that information included in the Confidential Information is or becomes otherwise available to the Receiving Party or its Representatives under clauses (i) through (iii) above shall not relieve the Receiving Party or its Representatives of the prohibitions of the confidentiality provisions of this Agreement with respect to the balance of the Confidential Information.

Notwithstanding anything to the contrary set forth herein, in the event that either Party or any of its Representatives is required (by law, regulation, court order or legal process) to disclose any of the Confidential Information or any of the information which is subject to the provisions of Section 2(d) above, such Party will provide the other Party with prompt written notice of such requirement prior to disclosure so that such Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained within the time limit of the requested or legally required disclosure, the Party compelled to disclose Confidential Information will furnish only that portion of the Confidential Information or take only such action as is requested or legally required based upon the advice of its legal counsel and will use commercially reasonable efforts to obtain reliable

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assurance that confidential treatment will be accorded any Confidential Information (or other information required to be kept confidential pursuant to this Agreement) so furnished. The Receiving Party shall cooperate with any reasonable action requested by the Disclosing Party to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.

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| **4.** | **Return of Confidential Information; Limited Access Confidential Information** |

(a) If either Party decides that it does not wish to proceed with a Transaction, such Party will promptly inform the other Party of that decision. In that case, or at any time at the Disclosing Party’s request, the Receiving Party shall promptly return to Disclosing Party, or, with the Disclosing Party’s written permission, destroy, and certify to the Disclosing Party in writing such destruction of, all materials (in whatever form) constituting Confidential Information of the Disclosing Party, including any notes, copies, summaries, extracts or other tangible embodiments thereof in whole or in part thereof, and such materials shall not be retained by the Receiving Party in any form or for any reason. All Confidential Information stored electronically shall be permanently deleted. Thereafter, the Receiving Party shall not use such Confidential Information in any way for any purpose. Notwithstanding the foregoing (subject to Section 4(b)), (i) the obligations set forth in the second and third sentences of this Section 4(a) shall not apply to Confidential Information that the Receiving Party stores on backup disks or in backup storage facilities automatically produced in the ordinary course of business consistent with past practice or by any applicable law, regulation, court order or legal process and (ii) Representatives of a Receiving Party that are accounting firms, investment banks or similar organizations may, subject to the terms of this Agreement, retain copies of the Confidential Information in accordance with policies and procedures implemented by such persons in order to comply with applicable law, regulation or professional standards or reasonable business practices; provided that such Representatives do not provide the Receiving Party with access to any such retained Confidential Information, in each case it being understood that such Confidential Information must be kept confidential in accordance with this Agreement.

(b) The Parties acknowledge and agree that certain highly-sensitive Confidential Information may in the reasonable discretion of the Disclosing Party be designated “Attorneys Eyes’ Only” (collectively, “Limited Access Confidential Information”). The Receiving Party agrees that access to Limited Access Confidential Information shall be granted only to attorney Representatives who have been pre-approved in writing (which may be by email) by the Disclosing Party (“Designated Representatives”). Without limiting the confidentiality obligations set forth in Section 2, the Receiving Party shall ensure that Limited Access Confidential Information (including any notes, extracts, summaries, copies or tangible embodiments thereof) is not disclosed to any Representative other than Designated Representatives; it being understood that the Designated Representatives can provide the Receiving Party with written or oral legal advice or analyses based on the review of such Limited Access Confidential Information. Without limiting Section 2(c), the Receiving Party shall be responsible for any breach of this Agreement by any of its Designated Representatives. With respect to Limited Access Confidential Information (including any notes, copies or tangible embodiments thereof), the Receiving Party’s obligations under Section 2 shall apply in perpetuity (unless one or more of the exceptions set forth in subsections (i), (ii) or (iii) of Section 3 applies). Upon termination of this Agreement or the request of the Disclosing Party, all notes, extracts, summaries, copies or tangible embodiments of Limited Access Confidential Information shall be permanently deleted and not retained by the Receiving Party, without exception, other than attorney work product and analyses based on the review of Limited Access Confidential Information by Designated Representatives that the Receiving Party stores on backup disks or in backup storage facilities automatically produced in the ordinary course of business consistent with past practice or by any applicable law, regulation, court order or legal process.

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| **5.** | **No Representations, Licence or Waiver** |

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|  | (a) | Neither Party nor its Representatives makes any representation or warranty, either express or implied, as to the accuracy or completeness of the Confidential Information or any use thereof and the Confidential Information is provided on an “as is” basis. Each Party will conduct its own independent investigation and analysis. Each Party agrees that neither Party nor its Representatives shall have any liability to the other |

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|  | Party or its Representatives resulting from the use of the Confidential Information (as permitted pursuant to this Agreement) other than as may be set forth in a definitive agreement between the Parties concerning the Transaction. Notwithstanding any other provision hereof, each Party reserves the right not to make available hereunder any information the provision of which is determined by it, in its sole discretion, to be inadvisable or inappropriate. |

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|  | (b) | As between the Parties, the Confidential Information (including notes, extracts, summaries, copies or tangible embodiments to the extent incorporating or reflecting the Confidential Information) remains the sole property of the Disclosing Party. Nothing in this Agreement is intended to grant any right or license to the Confidential Information or any intellectual property rights except for the limited right to use such Confidential Information for the Permitted Purpose as expressly set forth herein. |

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|  | (c) | Nothing in this Agreement shall obligate the Parties to proceed with any business relationship and each Party may terminate the discussions contemplated by this Agreement. Unless and until a written definitive agreement concerning the Transaction has been executed, neither Party nor any of its Representatives will have any legal obligation or liability to the other Party of any kind whatsoever with respect to the Transaction, whether by virtue of this Agreement or any other written or oral expression with respect to the Transaction or otherwise. |

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|  | (d) | To the extent that any Confidential Information includes materials or other information that may be subject to the attorney-client privilege, work product doctrine or any other applicable privilege or doctrine concerning any pending, threatened or prospective action, suit, proceeding, investigation, inquiry, arbitration or dispute, each Party acknowledges that it and the other Party have a commonality of interest with respect to such action, suit, proceeding, investigation, inquiry, arbitration or dispute, and agrees that it is their mutual desire, intention and understanding that the sharing of such materials and other information is not intended to, and shall not, affect the confidentiality of any of such materials or other information or waive or diminish the continued protection of any of such materials or other information under the attorney-client privilege, work product doctrine or other applicable privilege or doctrine. Accordingly, all Confidential Information that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege or doctrine shall remain entitled to protection thereunder and shall be entitled to protection under the joint defense doctrine, and it agrees to take all measures necessary to preserve, to the fullest extent possible, the applicability of all such privileges and doctrines. |

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| **6.** | **NON-Solicitation** |

For a period commencing on the date of this Agreement and ending one (1) year thereafter (the “Specified Period”), each Party will not, directly or indirectly, solicit for employment any “Qualifying Person,” provided, however, that this section will not prevent either Party from: (a) engaging in discussions with a Qualifying Person where s/he has contacted such Party in response to (i) any general advertisement, job posting or similar notice; or (ii) an unsolicited resume or request for information from a Qualifying Person; or (b) engaging any recruiting firm or similar organization to identify or solicit persons for employment on behalf of such Party, or soliciting the employment of any specified officer or employee of a Party who is identified by any such recruiting firm or organization, in each case as long as such recruiting firm or organization does not directly target any officers or employees of a Party “Qualifying Person” shall mean any person who is an officer or employee of the other Party, who was introduced in person, by phone or email to the Party or its affiliates during the Specified Period in connection with evaluating a potential Transaction. “Qualifying Person” does not include any person whose employment with a Party was or is terminated by such Party, or who has received written notice that his/her employment with such Party will be terminated.

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| **7.** | **Term** |

Except as expressly set forth in Sections 4 and 6 herein, the confidentiality obligations in this Agreement will terminate on the second anniversary of the date of this Agreement; provided that (i) such termination shall in no

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way affect a breach of the terms of this Agreement which occurred prior to the date of such termination and (ii) the confidentiality obligations with respect to trade secrets included or reflected in the Disclosing Party’s Confidential Information shall survive termination in perpetuity (unless the exception set forth in subsection (i) of Section 3 applies). Without limiting the foregoing, the following provisions shall survive termination of this Agreement: Sections 1-5 and 7-10 and Section 12.

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| **8.** | **Remedies** |

Without limiting other remedies that may be available to the Disclosing Party, the Receiving Party agrees that damages may not be an adequate remedy for any breach (whether actual or threatened) of the provisions of this Agreement and that accordingly, the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance or other equitable relief.

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| **9.** | **Governing Law** |

This Agreement shall be governed by and construed in accordance with the laws of New York, USA, without regard to its conflicts of law provisions, and the Parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, State of New York, USA, in respect of any claim, dispute or difference arising out of or in connection with this Agreement.

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| **10.** | **Export Controls** |

The Receiving Party certifies that none of the Disclosing Party’s Confidential Information, or any portion thereof, will be exported to any country or otherwise used or distributed in violation of any applicable export control laws or regulations.

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| **11.** | **Standstill** |

For a period of twelve (12) months after the date of this Agreement, unless it shall have been specifically invited in writing by the other Party, neither Party nor any of its affiliates will in any manner, directly or indirectly, (i) effect or seek, offer or propose (whether publicly or otherwise and whether or not subject to conditions) to effect, or announce any intention to effect or cause or participate in or in any way assist, facilitate or encourage any other person to effect or seek, offer or propose (whether publicly or otherwise and whether or not subject to conditions) or announce any intention to effect or cause or participate in: (a) the acquisition of, or obtaining any economic interest in, any right to direct the voting or disposition of, or any other right with respect to, any securities, bank debt, liabilities, claims or obligations of the other Party or any of its affiliates (or any rights, options or other securities convertible into or exercisable or exchangeable for such securities, bank debt, liabilities, claims or obligations or any obligations measured by the price or value of any securities of the other Party or any of its affiliates, including without limitation any swaps or other derivative arrangements (“Derivative Securities”)), in each case, whether or not any of the foregoing may be acquired or obtained immediately or only after the passage of time or upon the satisfaction of one or more conditions (whether or not within the control of such Party) pursuant to any agreement, arrangement or understanding (whether or not in writing) or otherwise and whether or not any of the foregoing would give rise to “beneficial ownership” (as such term is used in Rule 13d-3 of the Exchange Act), and, in each case, whether or not any of the foregoing is acquired or obtained by means of borrowing of securities, operation of any Derivative Security or otherwise; (b) any tender or exchange offer, merger, consolidation, business combination or acquisition or disposition of a significant portion of the consolidated assets of the other Party or any of its affiliates; (c) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the other Party or any of its affiliates; or (d) any “solicitation” of “proxies” to vote (as such terms are used in Regulation 14A of the Exchange Act), become a “participant” in any “election contest” (as such terms are defined in Rule 14a-11 of the Exchange Act), or initiate, propose, encourage or otherwise solicit stockholders of the other Party for the approval of any stockholder proposals with respect to the other Party or seek to advise or influence any person with respect to the voting of any voting securities of the other

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Party; (ii) form, join or in any way participate in a group with respect to the common shares or any other voting securities of the other Party or any securities convertible into common shares or any other voting securities of the other Party or otherwise act in concert with any person in respect of any such securities; (iii) otherwise act, alone or in concert with others, to seek to control or influence the management, Board of Directors or policies of the other Party or to obtain representation on the Board of Directors of the other Party; (iv) take any action which might result in the other Party being obligated to make a public announcement regarding any of the types of matters set forth in this paragraph; (v) enter into any discussions, arrangements, understandings or contracts with any third party with respect to any of the foregoing; or (vi) disclose (whether or not publicly) any intention, plan or arrangement regarding any of the matters referred to in this paragraph. Each Party also agrees during such twelve (12) month period not to request, or solicit or induce another person to request, the other Party (or any of its Representatives), directly or indirectly, to amend, waive or publicize any provision of this Section 11 (including this sentence). In the event that OMP enters into a definitive acquisition agreement with a party other than the Company providing for the acquisition, directly or indirectly, of not less than a majority of the outstanding voting equity of OMP in the election of directors or all or substantially all of the assets of OMP and its subsidiaries on a consolidated basis (an “Acquisition”), then notwithstanding any provision of this Section 11, (x) the Company may, without the separate invitation, consent or authorization of OMP, make (A) a non-public, private Acquisition proposal to OMP for consideration by the Board of Directors of OMP or (B) a public Acquisition proposal (provided, that, with respect to this clause (B), such proposal shall first be made privately to the Board of Directors of OMP and shall not be made publicly unless and until either (I) the Board of Directors or OMP fails to enter into good faith negotiations with the Company within 3 business days after receipt of such proposal or (II) if the Board of Directors or OMP has entered into negotiations with the Company within such 3 business day period, OMP has failed to terminate the definitive acquisition agreement within 10 days after receipt of such proposal) and (y) the restriction on the use of Confidential Information provided in Section 2(b) of this Agreement shall not prevent the Company from making an Acquisition proposal pursuant to the foregoing clause (A) or (B). Notwithstanding anything to the contrary herein, acquisitions for investment purposes only of exchange-traded funds by a Party, that own or later acquire any economic interest in, any right to direct the voting or disposition of, or any other right with respect to any securities of the other Party or any of its subsidiaries, shall not constitute a breach of this Section 11.

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| **12.** | **General Provisions** |

This Agreement may be signed in one or more counterparts, each of which need not contain the signature of all Parties hereto, and all such counterparts taken together shall constitute a single agreement. This Agreement shall constitute the entire agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior agreements and understandings relating thereto. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns. Neither Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Party. Any attempted assignment by a Party in violation of this Section 12 will be void and of no force or effect. The provisions and covenants set forth in this Agreement may be amended, modified or waived only by an instrument in writing executed by both Parties. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder. If any portion of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and shall remain in full force and effect. All notices, requests and other communications called for by this Agreement will be deemed to have been given immediately if made by email (if confirmed by concurrent written notice sent U.S. First-Class Mail, postage prepaid), if to the following email addresses (if to OMP): xxx.com or yyy@OMP.com and the following email addresses (if to the Company): zzz@RENEX.com or aaa@RENEX.com, or to such other addresses as either Party may specify to the other in writing. Notice by any other means will be deemed made when actually received by the Party to which notice is provided.

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IN WITNESS WHEREOF this Agreement has been made to be effective as of the date first above written.

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| **OMP B.V.** | | |
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| By |  | /s/ Victor. R Trollor |
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| Name: |  | Victor. R Trollor |
|  |  | |
| Title: |  | Executive Vice President, General Counsel |
|  | | |
| **RENEX Incorporated** | | |
|  |  | |
| By |  | /s/ Sig Gunnerson |
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|  |  | |
| Name: |  | Sig Gunnerson |
|  |  | |
| Title: |  | Vice President, Legal Counsel and Assistant Secretary |

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**CONFI#29**

**Exhibit 10.40**

**CONFIDENTIALITY, NON-COMPETITION AND INTELLECTUAL PROPERTY AGREEMENT** (this “***Non-Competition Agreement***”), dated as of November     , 2006 (the “***Effective Date***”), by and between WALKER FINANCIAL CORP. (together with its successors, assigns and affiliates, the “***Company***”) and                                  (“***Executive***”).

**WHEREAS**, the Company or one of its subsidiaries employs the Executive, and in connection with such employment, the Executive has and will receive specific confidential information relating to the business of the Company, which confidential information is necessary to enable Executive to perform Executive’s duties.  Executive will play a significant role in the development and management of the businesses of the Company and has and will be entrusted with the Company’s confidential information relating to the Company, the Company’s customers, suppliers, subcontractors, employees and others.

**WHEREAS**,it is a condition to the execution of the Restricted Stock Agreement, dated as of the date hereof, by and between Executive and the Company, that Executive execute and deliver this Non-Competition Agreement simultaneously with the execution and delivery of that agreement.

**NOW, THEREFORE**, it is mutually agreed as follows:

**SECTION 1.**Confidentiality.

Confidential Information.  In addition to all duties of loyalty imposed on Executive by law, during the term of Executive’s employment with the Company or any of its subsidiaries, and for 18 months following the termination of such employment for any reason, Executive shall maintain Confidential Information in confidence and secrecy and shall not disclose Confidential Information or use it for the benefit of any person or organization (including Executive) other than the Company without the prior written consent of an authorized officer of the Company (except for disclosures to persons acting on the Company’s behalf with a need to know such information), under any circumstances where any Confidential Information so disclosed or used is reasonably likely to be used anywhere on behalf of any Competitive Business.

(b)           Trade Secrets.  During his or her employment with the Company or any of its subsidiaries, Executive shall preserve and protect Trade Secrets of the Company from unauthorized use or disclosure; and after termination of such employment, Executive shall not use or disclose any Trade Secret of the Company for so long as that Trade Secret remains a Trade Secret.

(c)           Procedures.  In the event that Executive is requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil demand or similar process) to disclose any Confidential Information or Trade Secrets, Executive will give the Company prompt written notice of such request or requirement so that the Company may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this Non-Competition Agreement, and Executive will cooperate with the Company’s efforts to obtain such protective order.  In the event that such protective order or other remedy is not obtained or the Company waives compliance with the relevant provisions of this Non-Competition Agreement, Executive is permitted to furnish that Confidential Information or Trade Secrets which is legally required to be disclosed and will use

[his] [her] reasonable efforts to obtain assurances that confidential treatment will be accorded to such information.

As used in this Non-Competition Agreement, all capitalized terms used without definition shall have the meanings ascribed to them in the Employment Agreement.  In addition, the following terms have the meanings set forth below:

“***Competitive Business***” means any corporation, partnership, association, or other person or entity, including but not limited to Executive, (i) which competes directly, or is planning to compete directly, with the Company with respect to the design, development, manufacture, remanufacture, assembly, marketing, sales, or service of standby power products, or any other business of the Company, that was within Executive’s management, operational, marketing, purchasing or sales responsibility, including the responsibility of personnel reporting directly to Executive, or about which Executive received any Confidential Information or Trade Secrets at any time within eighteen (18) months prior to termination of Executive’s employment with the Company or any of its subsidiaries, and (ii) which engages or plans to engage in such competition in any state of the United States in which the Company sold or distributed, or actively attempted to sell or to distribute, such products within eighteen (18) months prior to termination of Executive’s employment with the Company or any of its subsidiaries.

“***Confidential Information***” shall mean information related to the Company’s business, not generally known in the trade or industry, which Executive learns or creates during the period of Executive’s employment with the Company or any of its subsidiaries, which may include but is not limited to product specifications, manufacturing procedures, methods, equipment, compositions, technology, formulas, know-how, research and development programs, sales methods, customer lists, customer usages and requirements, computer programs and other confidential technical or business information and data.  Confidential Information shall not include any information that (A) is or becomes generally available to the public other than as a result of a disclosure by Executive in violation of this Non-Competition Agreement or (B) becomes available to Executive on a non-confidential basis from a source other than the Company or its affiliates which is not prohibited from disclosing such information to Executive by a legal, contractual or fiduciary obligation to the Company or any other person.

“***Trade Secret(s)***” means information, including a formula, pattern, compilation, program, device, method, technique or process, that 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 that is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

(d)           Executive further agrees to take all reasonable measures to prevent unauthorized persons or entities from obtaining or using Confidential Information.  Promptly upon termination of [his] [her] employment with the Company and its subsidiaries, Executive agrees to deliver to the Company all property and materials within Executive’s possession or control which belong to the Company or which contain Confidential Information.

**SECTION 2.**Non-Competition; Non-Solicitation.

(a)           Noncompetition.  During the term of Executive’s employment with the Company or any of its subsidiaries and for eighteen (18) months following the termination of such employment for any reason, Executive shall not, directly or indirectly, participate in, consult

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with, be employed by, or assist with the organization, planning, ownership, financing, management, operation or control of any Competitive Business in any capacity in which, in the absence of this Agreement, Confidential Information, Trade Secrets or Goodwill of the Company would reasonably be considered useful.

“***Goodwill***” means any tendency of customers, distributors, representatives, employees, or federal, state, local or foreign governmental entities to continue or renew any valuable business relationship with the Company or any Competitive Business with which Executive may be associated, based in whole or in part on past successful relationships with the Company or the lawful efforts of the Company to foster such relationships, and in which Executive, or any personnel reporting directly to Executive, actively participated at any time within eighteen (18) months prior to termination of Executive’s employment with the Company or any of its subsidiaries.

(b)           Nonsolicitation.   During the term of Executive’s employment with the Company or any of its subsidiaries and for eighteen (18) months following the termination of such employment for any reason, Executive shall not, directly or indirectly, on behalf of any Competitive Business, either by himself or by providing substantial assistance to others, solicit to terminate employment with the Company or any of its subsidiaries, or to accept or begin employment with or service to any Competitive Business, any employee of the Company whom Executive supervised or about whom Executive gained Confidential Information at any time during the last eighteen (18) months of Executive’s employment with the Company or any of its subsidiaries.

**SECTION 3.**No Right to Continued Employment.  Nothing in this Non-Competition Agreement shall confer upon Executive any right to continue in the employ of the Company or shall interfere with or restrict in any way the rights of the Company, which are hereby reserved, to discharge Executive at any time for any reason whatsoever, with or without cause.

**SECTION 4.**No Conflicting Agreements.  Executive warrants that Executive is not bound by the terms of a confidentiality agreement, non-competition or other agreement with a third party that would conflict with Executive’s obligations hereunder.

**SECTION 5.**Remedies.

(a)           In the event of breach or threatened breach by Executive of any provision hereof, the Company shall be entitled to seek temporary or preliminary injunctive relief or other equitable relief to which either of them may be entitled, without the posting of any bond or other security.

(b)           The period of time during which the restrictions set forth in Section 2(a) hereof will be in effect will be extended by the length of time during which Executive is in breach of the terms of those provisions as finally determined by an arbitrator or any court of competent jurisdiction.

**SECTION 6.**Successors and Assigns.  This Non-Competition Agreement shall be binding upon Executive and Executive’s heirs, assigns and representatives and inure to the benefit of the Company and its successors and assigns, including without limitation any entity to which

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substantially all of the assets or the business of either of the Company are sold or transferred.  The obligations of Executive are personal to Executive and shall not be assigned by Executive.

**SECTION 7.**Severability.  It is expressly agreed that if any restrictions set forth in this Non-Competition Agreement are found by any court having jurisdiction to be unreasonable because they are too broad in any respect, then and in each such case, the remaining provisions herein contained shall, to the greatest extent permitted under applicable law, nevertheless, remain effective, and this Non-Competition Agreement, or any portion hereof, shall, to the extent permitted by applicable law, be considered to be amended, so as to be considered reasonable and enforceable by such court, and the court shall specifically have the right to restrict the time period or the business or geographical scope of such restrictions to any portion of the time period, business or geographic areas to the extent the court deems such restriction to be necessary to cause the covenants to be enforceable and, in such event, the covenants shall be enforced to the extent so permitted and the remaining provisions shall be unaffected thereby.  In such event, the parties hereto agree to execute all documents necessary to evidence such amendment so as to eliminate or modify any such unreasonable provision in order to carry out the intent of this Non-Competition Agreement insofar as possible and to render this Non-Competition Agreement enforceable in all respects as so modified.  The covenants contained in this Section 7 shall be construed to extend to separate jurisdictions or sub-jurisdictions of the United States in which the Company, during the term of Executive’s employment, have been or are engaged in business, and to the extent that any such covenant shall be illegal and/or unenforceable with respect to any jurisdiction, said covenant shall not be affected thereby with respect to each other jurisdiction, such covenants with respect to each jurisdiction being construed as severable and independent.  The restrictive covenant provisions of this Non-Competition Agreement shall govern to the extent there is any conflict between their terms and the terms of any other agreement or understanding with the Company.

**SECTION 8.**Notices.  Any notice required or permitted to be given under this Non-Competition Agreement shall be in writing and be deemed given when delivered by hand or received by registered or certified mail, postage prepaid, or by nationally reorganized overnight courier service addressed to the party to receive such notice at the following address or any other address substituted therefor by notice pursuant to these provisions:

If to the Executive, to [him] [her] at [his] [her] most recent address in the Company’s records.

If to the Company:

Walker , Inc.  
P.O. Box 400  
Tomah, WI  53666  
Attention:  Chief Executive Officer

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with a copy to:

Walker Financial Corp.  
  
  
New York, New York  10167  
Attn:  Michael Miller

**SECTION 9.**Amendment.  No provision of this Non-Competition Agreement may be modified, amended, waived or discharged in any manner except by a written instrument executed by the Company and Executive.

**SECTION 10.**Entire Agreement.  This Non-Competition Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings of the parties hereto, oral or written, with respect to the subject matter hereof, however, if any portion of this Non-Competition Agreement is determined to be unenforceable by a court of law, then solely the appropriate conflicting provisions of any other agreement binding upon Executive shall control.

**SECTION 11.**Waiver, etc.  The failure of the Company to enforce at any time any of the provisions of this Non-Competition Agreement shall not be deemed or construed to be a waiver of any such provision, nor in any way affect the validity of this Non-Competition Agreement or any provision hereof or the right of the Company to enforce thereafter each and every provision of this Non-Competition Agreement.  No waiver of any breach of any of the provisions of this Non-Competition Agreement by the Company shall be effective unless set forth in a written instrument executed by the Company, and no waiver of any such breach shall be construed or deemed to be a waiver of any other or subsequent breach.

**SECTION 12.**Applicable Law.  All issues and questions concerning the construction, validity, enforcement and interpretation of this Non-Competition Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

**SECTION 13.**Enforcement.  If any party shall institute legal action to enforce or interpret the terms and conditions of this Non-Competition Agreement or to collect any monies hereunder, venue for any such action shall be the State Wisconsin.  Each party irrevocably consents to the jurisdiction of the courts located in the State of Wisconsin for all suits or actions arising out of this Non-Competition Agreement.  Each party hereto waives to the fullest extent possible, the defense of an inconvenient forum, and each 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.

[*Signature Page Follows*]

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**IN WITNESS WHEREOF**, the parties have caused this Non-Competition Agreement to be executed as of the day written above.

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|  | WALKER FINANCIAL CORP. |
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|  |  |
|  | Name: Robert Graton |
|  | Title: Vice President and Assistant Secretary |
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|  |  |
|  | EXECUTIVE: |
|  |  |
|  |  |
|  | Name: |

**CONFI#30**

**Exhibit 10.****6**

Execution Version  
Confidential

**CONFIDENTIAL SEPARATION AGREEMENT**

This Confidential Separation Agreement (this “Agreement”) is entered into on February 28, 2020 (the “Termination Date”) by and between Mark Spitzky (“Employee”), SingleVision, Inc. (the “Company”), SingleVision Midco, Inc. (“Parent”), formerly known as Moxi Parent, Inc. and SingleVision Holdings, Inc. (“Holdco”), formerly known as Moxi Group Holdings, Inc.  Capitalized terms used herein without definition shall have the respective meanings set forth in the Employment Agreement (as defined below).

W I T N E S S E T H

WHEREAS, Employee, the Company and Parent are parties to that certain Second Amended and Restated Employment Agreement, dated as of September 19, 2017 (the “Employment Agreement”);

WHEREAS, Employee’s employment relationship with the Company has terminated by mutual agreement of Employee and the Company effective as of the Termination Date; and

WHEREAS, Employee, the Company, Parent and Holdco desire to settle and conclude their respective rights and obligations in connection with the termination of Employee’s employment with the Company.

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

1.                                      Accrued Amounts.  The Company shall pay Employee all Accrued Amounts to which the Employee is entitled pursuant to the Employment Agreement.  Payment of any remaining Base Salary owed to Employee will be made on the Company’s first regularly scheduled payroll date that falls after the Termination Date.  Employee acknowledges and agrees that as of the Termination Date he has no accrued and unused vacation time for which he is entitled to payment pursuant to the Employment Agreement.  Employee must submit claims for reimbursement of business expenses within 30 days after the Termination Date in order to be eligible for reimbursement thereof.

2.                                      Benefits in Consideration of Release of Claims.  Subject to (i) execution, delivery and non-revocation of the General Release of All Claims attached hereto as Exhibit A (the (“General Release”) on or within twenty-one (21) days after the date hereof and (ii) Employee’s continued compliance with the terms of this Agreement, the Confidentiality and Intellectual Property Transfer Agreement executed by Employee in favor of the Company on August 16, 2012 (the “Confidentiality & IP Agreement”) and

Article V of the Employment Agreement (which includes restrictive covenants relating to competition and solicitation, among other provisions and together with the Confidentiality & IP Agreement is herein referred to as the “Employee Covenants”) as set forth in Sections 5.A and 10 of this Agreement, the Company, Parent and Holdco hereby agree as follows:

A.                                    Termination Payments.

(i)                                     The Company shall pay to Employee an amount equal to the sum of his current annual Base Salary (i.e., $391,000) plus his annual target Bonus (i.e., $293,250), payable in equal installments on a semi-monthly basis over the 12 month period commencing on the Termination Date in accordance with the Company’s normal payroll practices, subject to required withholdings and deductions (the “Severance Payments”).  The first Severance Payment shall be made on the first payroll date that occurs on or after the date on which the General Release becomes irrevocable, and shall include any amounts that would have otherwise been due prior to such first payment date.

(ii)                                  If Employee properly elects to continue medical, vision and dental coverage in accordance with the continuation requirements of COBRA for coverage beginning on the first day of the month following the month in which the Termination Date falls, the Company shall pay a portion of the cost of the monthly COBRA coverage premium, so as to keep Employee’s contribution to medical coverage the same as when employed (the “COBRA Payments”), for the 12 months following the Termination Date.  During the time period that the Company is making the COBRA Payment, Employee shall be responsible for paying that portion of the COBRA Payment that is equal to Employee’s current monthly payment for medical, vision and dental coverage with the Company.  Notwithstanding the foregoing, if during the period in which COBRA Payments continue pursuant to this clause (ii), Employee becomes employed as a consultant and/or employee for one or more entities and as a result becomes eligible to obtain comparable alternate medical benefits from the entity he is providing such services to, then the Company shall cease continuation of Employee’s medical benefit and have no further liability for COBRA Payments.

Notwithstanding the foregoing, unless it would result in taxes, penalties and/or interest being imposed on Employee under Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), the Company may, at any time and in its sole discretion, accelerate the payment of any unpaid installment of the Severance Payments and/or the COBRA Payments.

B.                                    2019 and 2020 Bonus.  The Company shall pay Employee an amount equal to the sum (i) the unpaid portion of Employee’s actual bonus for the 2019 fiscal year (equal to $391,000) (the “2019 Bonus”) plus (ii) a pro rata portion of Employee’s

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target bonus for 2020 (equal to $47,402) (the “2020 Pro Rata Bonus”), payable in a single lump sum cash payment no later than thirty (30) days after the General Release becomes irrevocable, subject to required withholdings and deductions.

C.                                    Employee and Holdco hereby agrees that effective as of the Termination Date, the Vested Portion of the Time-Based Options held by Employee shall be equal to 81.25% of the Time Based Option granted to Employee under the Moxi Group Holdings Inc. 2017 Omnibus Equity Incentive Plan (the “2017 Equity Plan”) (i.e., in respect of 7,818,361.791 shares of Holdco common stock (“Shares”)).  Unless purchased earlier in accordance with Section 4 below, such Vested Portion of the Time-Based Option will remain exercisable for twelve (12) months following the Termination Date in accordance with the terms of 2017 Equity Plan and the Nonqualified Stock Option Award Agreement pursuant to which such Time-Based Options were granted (the “Award Agreement”).  Employee and Holdco acknowledge and agree that as of the Termination Date, each of (i) 18.75% the Time-Based Option granted to Employee under the 2017 Equity Plan (i.e., in respect of 1,804,237.394 Shares) and (ii) 100% of the Performance-Based Option granted to Employee under 2017 Equity Plan (i.e., in respect of 9,622,599 Shares) is forfeited effective as of the Termination Date without consideration therefor.  Capitalized terms used in this Section 2.C but not otherwise defined in this Agreement shall have the meanings given to them in the Award Agreement.  Employee will be permitted to pay for the exercise price for the Vested Portion of the Time-Based Options by net exercise (as permitted by clause (d) of the 2017 Equity Plan with the Committee’s (as defined in the 2017 Equity Plan) approval which has been (or will be granted).  In the event of a Change in Control on or prior to the last day of the exercise period of the Vested Portion of the Time-Based Options, any unexercised Time-Based Option will either (i) automatically be exercised immediately prior to such Change in Control on a net exercise basis or (ii) cancelled for fair value as set forth in Section 11.2(e) of the 2017 Equity Plan on the terms generally applicable to other holders of options under the 2017 Equity Plan, in either case if the Vested Portion of the Time-Based Options is “in the money” as of the closing of such Change in Control, and if the Vested Portion of the Time-Based Options is not “in the money” as of the closing of such Change in Control, it shall be cancelled as of the closing of such Change in Control for no consideration (provided, that any “out of the money” Vested Portion of the Time Based Option will have the same rights that holders of “out the money” options under the 2017 Equity Plan may have generally in respect of escrows, earn-outs and other deferred purchase price components pursuant to the Change in Control).  For purposes hereof, “in the money” means that the exercise price per Share applicable to the Time-Based Option is less than the per Share price payable upon the closing of the Change in Control, and “out of the money” means that means that the exercise price per Share applicable to the Time-Based Option is equal to or greater than the per Share price payable upon the closing of the Change in Control.  For the avoidance of doubt, the last day Employee can exercise the Vested Portion of the Time-Based Options is March 1, 2021, and the exercise price per Share of the Time-Based Option is currently $0.6667.  Finally, if requested by Employee, Holdco will

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provide Employee with the Fair Market Value (as defined in the 2017 Equity Plan) of a Share within 10 business days of Employee’s request.

D.                                    Additional Benefit.  For a period of 12 months following the Termination Date, the Company will provide Employee, at no cost to him, with an access card for WeWork facilities in the New York City metropolitan area that provides at least the same level of access that Employee has as of the Termination Date, and will continue to reimburse Employee for his monthly parking on the same basis as currently.  The Company may, in its sole discretion, elect to pay Employee a lump sum equal to the cost of the benefits that would otherwise be provided pursuant to this Section 2.D

E.                                     Right to Set-Off.  Employee acknowledges and agrees that any amounts payable to him pursuant to this Section 2 may be reduced by any amounts that Employee owes to the Company or its affiliates for personal charges incurred using a corporate credit card or other charge account of the Company or its affiliates.

3.                                      Acknowledgements and Agreements by Employee and Company.

A.                                    Employee agrees and acknowledges that the payments and benefits provided under Section 2 are in excess of any amounts to which he would otherwise be entitled, whether pursuant to the Employment Agreement, the 2017 Equity Plan or any other contract, at law or otherwise, and are available to Employee solely in consideration of the execution and non-revocation of the General Release at the times set forth in Section 2, and continued compliance with the Employee Covenants and Employee’s compliance with certain terms and conditions of this Agreement as set forth in Sections 5.A and 10.

B.                                    Following the Termination Date and until the second anniversary of the Termination Date, Employee shall make himself reasonably available by telephone or via electronic mail (the manner depending on the demands of the specific projects) to consult, advise and assist in connection with such Company matters as may be requested by senior management of the Company.  Any such cooperation required from Employee shall be reasonable and shall take into account any responsibilities to which Employee is subject pursuant to subsequent employment or otherwise and any policies of any employer of Employee at the time of such request (including conflict of interest policies).  Furthermore, following the Termination Date, Employee shall furnish such information and assistance to the Company as may be reasonably required by the Company in connection with any legal matters or litigation that may arise relating to issues or matters of which Employee had knowledge during his employment with the Company; provided Employee shall not be required provide such information or assistance if to do so would require him to waive a legal privilege or would be adverse to his current business partners’ or employer’s business interests, in each case unless required by court order or subpoena.  The Company will promptly reimburse Employee for all reasonable and

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documented expenses incurred by Employee in connection with providing this information and assistance.

C.                                    The Company, the Parent and Holdco, on its own behalf and on behalf of any Released Party (as defined in Exhibit A), acknowledges and agrees that it does not know of any claim it or any Released Party may have against Employee and that to its knowledge, Employee does not owe it or any Released Party any money or other funds except as set forth in Section 2.E.

4.                                      Holdco Purchase Right.

A.                                    Notwithstanding anything to the contrary in the 2017 Equity Plan, the Award Agreement or the Stockholders Agreement of Holdco, by and among Holdco and its stockholders (including Employee) dated as of September 20, 2017, as the same has been and may be further amended from time to time (the “SHA”), Employee acknowledges and agrees that for a period of six (6) months following the Termination Date, Holdco shall have the right (but not the obligation) to purchase from Employee (i) all or a part of the unexercised portion of the Time-Based Option that Employee retains following the Termination Date pursuant to Section 2(C) and (ii) to the extent Employee exercises all or any portion of the Time-Based Option on or prior to the six (6) month anniversary of the Termination Date, all or any portion of the Shares acquired as a result of such exercise.  Notice of the Company’s exercise of its right to purchase Shares or Time-based Options hereunder must be delivered to Employee not later than the six (6) month anniversary of the Termination Date, and the closing of the purchase must occur not later than 60 days after such six (6) month anniversary.  The purchase price for any such purchased Share shall be paid in cash and shall be equal to $2.65 per Share.  The purchase price for any portion of the Time-Based Option shall be paid in cash and shall be equal to $2.65 per Share minus the applicable exercise price of the Time-Based Option, multiplied by the number of Shares underlying such purchased portion.  For clarity, nothing in this Agreement shall give Holdco any right to purchase Shares held by Employee to the extent they were acquired pursuant to the exercise of Holdco options issued to him pursuant to that certain Rollover Agreement by and among Employee, Holdco and the Company dated as of August 18, 2017 (“Rollover Shares”) and nothing in this Agreement impacts in any way the Rollover Shares.

B.                                    In connection with any repurchase of Employee’s Time-Based Option or Shares acquired upon the exercise thereof pursuant to Section 4(A), Employee agrees to enter into a stock purchase and/or option cancellation agreement containing customary representations and warranties from Employee regarding such purchase and cancellation (including representations and warranties regarding Employee’s title to and ownership of Shares, if applicable).  At the closing of any repurchase of Shares, Employee shall deliver all certificates or other instruments representing the purchased Shares, duly endorsed to the Company against delivery of the purchase price.  Any Shares and Time-Based Options purchased by the Company pursuant to this Section 4 shall be automatically

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cancelled upon their purchase and Employee shall have no further rights in respect thereof other than the right to receive payment from the Company as set forth herein.

C.                                    By entering into this Agreement, Employee hereby appoints the Company as Employee’s true and lawful attorney-in-fact and custodian, with full power of substitution (the “Custodian”), and authorizes the Custodian to take such actions as the Custodian may deem necessary or appropriate to effect a purchase of Shares and/or the Time-Based Option under this Section 4, free and clear of all security interests, liens, claims, encumbrances, charges, options, restrictions on transfer, proxies and voting and other agreements of whatever nature, other than those arising under applicable securities laws, and to take such other action as may be necessary or appropriate in connection with such purchase from Employee.

D.                                    Employee acknowledges and agrees that the Company may assign any or all of its rights under this Section 4 to Johnstown VII U.S. Holdings L.P. or an affiliate thereof (“Johnstown Investor”) and Blumberg Capital II, L.P. or an affiliate thereof (the “Blumberg Investor”), and that each of the Johnstown Investor and the Blumberg Investor is an express and intended third party beneficiary of this Section 4.

5.                                      Restrictive Covenants; Confidentiality.

A.                                    Employee hereby confirms that Employee is and has been in compliance with all terms and conditions of (i) the Employee Covenants and (ii) the material terms of any other individual written agreement between Employee and the Company and/or any of its affiliates (provided that Employee shall not be deemed to be in breach of the representation in this clause (ii) in respect of facts, circumstances or events known to the Company as of the date hereof).  Employee and the Company hereby agree that the Employee Covenants are hereby incorporated by reference herein and shall continue to apply following the execution and delivery of this Agreement and Employee’s termination of employment in accordance with their terms.  The Company, the Parent, Holdco and Employee hereby further agrees and acknowledges that the sole forfeiture, clawback and/or offset remedy with respect to the continued payment of, and retention of, the payments and benefits set forth in Section 2 hereof (other than the Time-Based Options), and continued retention of the Time-Based Options and any Shares received upon exercise of such Options is governed solely by this Section 5.A and Section 10.  **Employee acknowledges that the Employee Covenants include (but are not limited to) covenants related to the preservation of confidential information and noncompetition with the business of the Company and its affiliates).**

(i)                                     For payments and benefits set forth in Section 2 hereof (other than the Time-Based Options), in addition to any remedy set forth in Section 10, such payments and benefits shall be subject to forfeiture, clawback and offset, and Employee shall be required to repay any such amounts to the Company previously received by him, if Employee materially breaches Sections 3.B or 5.B of this Agreement (and fails to cure

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such breach, if curable, within 10 days after written notice by the Company of such breach), Employee brings a claim or suit (or threatens to bring a claim or suit) against the Company, the Parent, or Holdco or any third-party beneficiary of this Agreement with respect to a claim he released in Exhibit A (unless doing so is necessary to defend against a suit or claim brought by any such party against him), or Employee breaches the non-compete and non-solicit portions of the Employee Covenants or materially breaches the confidentiality or intellectual property covenants of the Employee Covenants;

(ii)                                  For the 12 months of accelerated vesting of the Time-Based Options granted to Employee hereunder, in addition to any remedy set forth in Section 10, such accelerated vesting shall be subject to forfeiture (and any shares acquired upon exercise thereof subject to repurchase in accordance with Section 6.25 of the SHA as a Cause termination) if Employee materially breaches Sections 3.B or 5.B of this Agreement (and fails to cure such breach, if curable, within 10 days after written notice by the Company of such breach), Employee brings a claim or suit (or threatens to bring a claim or suit) against the Company, the Parent, or Holdco or any third-party beneficiary of this Agreement with respect to a claim he released in Exhibit A (unless doing so is necessary to defend against a suit or claim brought by any such party against him), or Employee breaches the non-compete and non-solicit portions of the Employee Covenants or materially breaches the confidentiality or intellectual property covenants of the Employee Covenants;

(iii)                               For the Time-Based Options which were already vested as of the Termination Date without giving effect to the accelerate vesting described in the immediately preceding clause (ii), such Time-Based Options shall only be subject to forfeiture (and any shares acquired upon exercise subject to repurchase in accordance with Section 6.25 of the SHA as a Cause termination) if Employee materially breaches Section 5.B of this Agreement or Employee breaches the non-compete and non-solicit portions of the Employee Covenants or materially breaches the confidentiality or intellectual property covenants of the Employee Covenants.

This Section 5.A shall cease to apply as of the date of a Change in Control (as defined in the 2017 Equity Plan).

B.                                    To the fullest extent permitted by law, unless and until the Company or any of its affiliates publicly disclosed this Agreement in accordance with this Section 5.B, Employee agrees to keep the terms, amount and fact of this Agreement (including the General Release) completely confidential, and will not disclose any information concerning this Agreement to any person except (i) as necessary to enforce or defend this Agreement and (ii) to Employee’s immediate family, attorneys and professional representatives, each of whom Employee agrees shall be informed of and bound by this confidentiality clause.  To the fullest extent permitted by law, the Company, the Parent and Holdco agrees to keep the terms, amount and fact of this Agreement (including the General Release) completely confidential, and will not disclose any information

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concerning this Agreement to any person except (i) as necessary to enforce or defend this Agreement and (ii) to its directors, attorneys and professional representatives and, to the extent necessary to implement the terms of this Agreement, its employees, each of whom the Company agrees shall be informed of and bound by this confidentiality clause.  In addition, it shall not be a breach for Employee to disclose the Employee Covenants to any recruiter, or potential or actual business partner or employer or for the Company to make this Agreement publicly available pursuant to the requirements of applicable securities laws.

C.                                    By executing this Agreement, Employee acknowledges that he hereby has been notified by this writing, in accordance with the Defend Trade Secrets Act of 2016, that (a) an individual 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 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) an individual 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 in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (c) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

6.                                      No Disparagement.  Following the Termination Date, Employee will not, directly or indirectly, intentionally make or publish any statement (including written, oral or electronic statements or other communications to the print or electronic media) intended to embarrass, impair the reputation of or otherwise disparage any of the Company, the Parent, Holdco, Johnstown Equity Partners, Blumberg Capital or any of their respective directors, officers, members, employees or senior executives, or that could reasonably be expected to embarrass, impair the reputation of or otherwise disparage any of such parties in any material way.  Following the Termination Date, the Company, the Parent, and Holdco agree that it will, and it will instruct its directors (or managers) and its senior executives, not to make any statement (including written, oral or electronic statements or other communications to the print or electronic media or any internal statement to any employee or other person) inconsistent with Employee having left the Company, the Parent and Holdco by mutual agreement, and the Company agrees that is shall issue a press release in the form attached hereto as Exhibit B (subject to de minimis changes made by the Company). No individual or entity shall be deemed to be in breach of this Section 6 or any other non-disparagement provision by making truthful statements as required by law or by any court, governmental, congressional or regulatory agency or body, or by testifying truthfully in any legal or administrative proceeding if such testimony is compelled or requested by a court.  Furthermore, it shall not be a violation of this Section 6 for the Company or any of its officers, executives, directors or

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stockholders to make statements amongst themselves that are critical of Employee or make reasonable, customary or other appropriate public remarks as to the performance of the Company or any of its subsidiaries or affiliates with respect to periods that include the period of Employee’s employment, or for Employee to make critical statements to officers, executives, directors or stockholders of the Company as part of the assistance provided by him under Section 3.B above.

7.                                      Permitted Disclosures.  Notwithstanding Section 5 or Section 6, or anything to the contrary in the Confidentiality & IP Agreement or in any other Agreement between Employee and the Company or its affiliates (including the General Release), nothing contained in any of the foregoing shall (i) prohibit Employee from providing truthful testimony or accurate information in connection with any investigation being conducted into the business or operations of the Company or its affiliates by any government agency or other regulator that is responsible for enforcing a law on behalf of the government or otherwise providing information to the appropriate government regulatory agency or body regarding conduct or action undertaken or omitted to be taken by the Company or its affiliates that Employee reasonably believes is illegal or in material non-compliance with any financial disclosure or other regulatory requirement applicable to the Company or its affiliates, (ii) prohibit Employee from filing or disclosing any facts necessary to receive unemployment insurance, Medicaid, or other public benefits to which Employee may be entitled, (iii) prohibit Employee from making any necessary disclosures as otherwise required by law or (iv) require Employee to obtain the approval of, or give notice to, the Company or any of its employees or representatives to take any action permitted under clause (i), (ii) or (iii) of this Section 7.

8.                                      Company Property.  Employees hereby agrees to promptly (and in no event later than five days after the Termination Date) return to the Company any and all property, tangible or intangible, relating to its business, which Employee possesses or has control over at any time (including, but not limited to, company-provided credit cards, building or office access cards, keys, computer equipment, manuals, files, documents, records, software, customer data base and other data) and that Employee shall not retain any copies, compilations, extracts, excerpts, summaries or other notes of any such manuals, files, documents, records, software, customer data base or other data; provided Employee retain his laptop after the Company has, to its reasonable satisfaction, removed all Company files from it.  Employee also agrees to allow the Company to review, within reason, any personal electronic devices that previously contained Company email or documents and to allow them to wipe any Company files from those devices.  Employee is permitted to retain his personal papers, any information or documents which he reasonably believes are necessary for his personal tax purposes, and copies of the Employment Agreement, the Confidentiality & IP Agreement, the SHA, the 2017 Equity Plan, the Award Agreement, and this Agreement.

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9.                                      No Admission.  This Agreement does not constitute and shall not be construed in any way as an admission of any wrongdoing or any violation of or noncompliance with any legal requirement or obligation by Employee or any of the Released Parties.

10.                               Additional Forfeiture; Clawback.  Notwithstanding any provision of this Agreement to the contrary, in addition to the remedies in Section 5.A, if Employee is convicted of or enters a plea nolo of contendere to a felony crime involving dishonesty, breach of trust, or physical harm to any person, in each case based on an act or acts that occurred while Employee was employed by the Company, then (i) the Company shall have the right to cease the payment of any future installments of the Severance Payments and COBRA Payments, the 2019 Bonus and the 2020 Pro Rata Bonus, and Employee shall promptly return to the Company all installments of the Severance Payments and COBRA Payments, the 2019 Bonus and the 2020 Pro Rata Bonus previously paid, (y) Employee shall forfeit 100% of any Time-Based Options held by him, and (z) Employee’s Shares received upon the exercise of any Time-Based Options shall be subject to repurchase in accordance with Section 6.25 of the SHA as though Employee were terminated by the Company for Cause.  This Section 10 shall cease to apply on and following a Change in Control (as defined in the 2017 Equity Plan).

11.                               Miscellaneous.

A.                                    Entire Agreement.  This Agreement (including the General Release) and the Employee Covenants contain and constitute the entire understanding and agreement between the parties hereto and supersede and cancel any agreements, commitments or representations other than those set forth in this Agreement; provided that Sections 2.01(B)(vii), 6.04 and 6.05 of the Employment Agreement shall survive and be incorporated in full into this Agreement.  Except as expressly provided herein in respect of Article V of the Employment Agreement and Sections 2.01(B)(vii), 6.04 and 6.05, the Employment Agreement shall terminate as of the Termination Date.

B.                                    Severability.  If any provision of this Agreement is declared illegal, invalid, or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision will immediately become null and void, leaving the remainder of this Agreement in full force and effect; provided, that, if the General Release given by Employee is declared illegal, invalid or unenforceable other than as a result of any act or omission of the Company, the Parent, Holdco or their respective affiliates, this Agreement shall automatically be null and void and, to the fullest extent permitted by law, all payments and benefits provided to Employee pursuant to this Agreement shall be returned by Employee to the Company.

C.                                    Successors and Assigns; Third-Party Beneficiaries.  This Agreement shall be binding upon and inure to the benefit of Employee and the Company and their respective heirs, administrators, representatives, executors, successors and assigns.  This

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Agreement shall also inure to the benefit of all the Released Parties and their respective heirs, administrators, representatives, executors, successors and assigns and, in respect of Section 3, Johnstown.  If Employee should die while any payments are due to Employee hereunder, such payments shall be paid to Employee’s estate.

D.                                    Amendments and Waivers.  This Agreement may be amended in a writing executed by the parties hereto.  Any waiver by a party hereto of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach hereof or as a waiver of a breach of any other provision.

E.                                     Taxes.  Employee shall be solely responsible for taxes imposed on Employee by reason of any compensation or benefits provided under this Agreement and all such compensation and benefits shall be subject to applicable Federal, state and local withholding requirements.

F.                                      Expiration; Rescission.  This Agreement will expire, and the parties hereto shall have no rights or obligations hereunder, if the General Release is not executed and delivered by Employee before the close of business on the twenty-first (21) day after the date hereof, or if such General Release is revoked by Employee as provided therein.

G.                                    Notice.  Any notice required or permitted hereunder shall be in writing and shall be deemed to have been duly given and received: (i) on the date delivered if personally delivered and signed confirmation is received, (ii) upon receipt by the receiving party of any notice sent by registered or certified mail (first-class mail, postage pre-paid, return receipt requested) or (iii) on the date delivered by nationally recognized overnight courier or similar courier service, in each case addressed to the Company, the Parent, Holdco or Employee, as the case may be, at the respective addresses indicated below or such other address as either party may in the future specify in writing to the other in accordance with this Section 11.G:

in the case of the Company, the Parent or Holdco to:

SingleVision Inc.

New York  
Attention: Chief Executive Officer

with a copy to (which shall not constitute notice):

Johnstown VII U.S. Holdings L.P.  
  
Johnstown, RI   
Attention:      Angelica Burdescu

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and

Debevoise & Plimpton LLP  
919 Third Avenue  
New York, New York 10022  
Attention:      ABC

in the case of Employee to his most recent address on the books and records of the Company.

H.                                   Governing Law; Dispute Resolution. This Agreement, and all matters arising directly or indirectly from this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without giving effect to the choice of law provisions thereof. Any unresolved controversy or claim arising out of or relating to this Agreement, except (i) as otherwise provided in this Agreement or (ii) with respect to which a party seeks injunctive or other equitable relief, shall be submitted to arbitration by one arbitrator. In connection with any arbitration conducted pursuant to this Agreement, an arbitrator will be selected in accordance with the rules of the American Arbitration Association (the “AAA”) then in effect. The arbitration proceedings shall take place in New York City, in accordance with the rules of the AAA then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. There shall be limited discovery prior to the arbitration hearing as follows: (a) exchange of witness lists and copies of documentary evidence and documents relating to or arising out of the issues to be arbitrated, (b) depositions of all party witnesses and (c) such other depositions as may be allowed by the arbitrators upon a showing of good cause. Depositions shall be conducted in accordance with the New York Code of Civil Procedure. The arbitrator shall be required to provide in writing to the parties the basis for the award or order of such arbitrator. A court reporter shall record all hearings, with such record constituting the official transcript of such proceedings. Each party will bear its own costs in respect of any disputes arising under this Agreement. The arbitrator shall be directed to award the arbitrator’s compensation charges and the administrative fees of the AAA to the prevailing party. The parties knowingly and voluntarily agree to this arbitration provision and acknowledge that arbitration shall be instead of any civil litigation, meaning that the parties each are waiving any rights to a jury trial.  Notwithstanding the foregoing, this Section 11(G) shall not preclude any party to this Agreement from pursuing court action for the sole purpose of obtaining a temporary restraining order, preliminary injunction, permanent injunction or other equitable relief from any court of competent jurisdiction in circumstances in which such relief is appropriate, including, but not limited to, enforcement of the Employee Covenants.  Each of the parties to this Agreement consents to personal jurisdiction and venue for any equitable action sought in the United States District Court for the Southern District of

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New York and any state court in the State of New York that is located in New York County (and in the appropriate appellate courts from any of the foregoing).

I.                                        Indemnification/D&O Liability Insurance.  Employee shall continue to be indemnified and advanced expenses for third party claims (or derivative claims) on the same basis as any director, manager or senior executive of the Company, the Parent or Holdco are indemnified and/or advanced expenses for the same or similar claims in respect of his service an officer and/or director of the Company, the Parent and Holdco.  In addition, the Company, the Parent and Holdco each agree to continue to cover Employee under its current directors’ and officers’ liability insurance policies on a basis no less favorable to Employee than the basis on which any of its directors (or managers) or senior executives are so covered until suits can no longer be brought against Employee as a matter of law.

J.                                        Counterparts.  This Agreement may be executed in two or more counterparts (including via facsimile or .pdf file), each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.  This Agreement may be executed by the Company, the Parent and Holdco by affixing the facsimile or other electronic signature of a duly authorized officer or director of the Company, the Parent and Holdco and the use of such a facsimile or other electronic signature shall have the same validity and effect as the use of a signature affixed by hand.

[*signature page follows*]

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

|  |  |  |
| --- | --- | --- |
|  | Company: | |
|  |  | |
|  | SINGLEVISION, INC. | |
|  |  | |
|  | By: | /s/ R. Angelica Burdescu |
|  |  | Name: R. Angelica Burdescu |
|  |  | Title: Director |
|  |  | |
|  |  | |
|  | Parent: | |
|  |  | |
|  | SINGLEVISION MIDCO, INC. | |
|  |  | |
|  | By: | /s/ R. Angelica Burdescu |
|  |  | Name: R. Angelica Burdescu |
|  |  | Title: Director |
|  |  | |
|  | Holdco: | |
|  |  | |
|  | SINGLEVISION HOLDINGS, INC. | |
|  |  | |
|  | By: | /s/ R. Angelica Burdescu |
|  |  | Name: R. Angelica Burdescu |
|  |  | Title: Director |
|  |  | |
|  | EMPLOYEE: | |
|  |  | |
|  | /s/ Mark Spitzky | |
|  | Mark Spitzky | |

**EXHIBIT A**

GENERAL RELEASE OF ALL CLAIMS

1.                                      General Release by Employee.  In consideration of the payments and benefits to be made under the Separation Agreement, dated as of February 28, 2020  (the “Separation Agreement”), and between Mark Spitzky (“Employee”), SingleVision, Inc. (the “Company”), SingleVision Midco, Inc. (“Parent”), formerly known as Moxi Parent, Inc. and SingleVision Holdings, Inc. (“Holdco”), formerly known as Moxi Group Holdings, Inc., Employee, with the intention of binding Employee and Employee’s heirs, executors, administrators and assigns, does hereby release, remise, acquit and forever discharge the Company, Holdco, the Parent and their subsidiaries and affiliates (collectively, the “Company Affiliated Group”), Johnstown Equity Partners and the investment funds affiliated with Johnstown Equity Partners, Blumberg Capital and the investment funds affiliated with Blumberg Capital and the present and former officers, directors, executives, agents, shareholders, members, attorneys, employees, employee benefits plans (and the fiduciaries thereof), and the successors, predecessors and assigns of each of the foregoing (collectively, the “Released Parties”), of and from any and all claims, actions, causes of action, complaints, charges, demands, rights, damages, debts, sums of money, accounts, financial obligations, suits, expenses, attorneys’ fees and liabilities of whatever kind or nature in law, equity or otherwise, whether accrued, absolute, contingent, unliquidated or otherwise and whether now known, unknown, suspected or unsuspected which Employee, individually or as a member of a class, now has, owns or holds, or has at any time heretofore had, owned or held, against any Released Party (an “Action”), including, without limitation, arising out of or in connection with Employee’s service as an employee, officer and/or director to any member of the Company Affiliated Group (or the predecessors thereof), including (i) the termination of such service in any such capacity, (ii) for severance or vacation benefits, unpaid wages, salary or incentive payments, (iii) for breach of contract, wrongful discharge, impairment of economic opportunity, defamation, intentional infliction of emotional harm or other tort and (iv) for any violation of applicable state and local labor and employment laws (including, without limitation, all laws concerning harassment, discrimination, retaliation and other unlawful or unfair labor and employment practices), any and all Actions based on the Employee Retirement Income Security Act of 1974 (“ERISA”), and any and all Actions arising under the civil rights laws of any federal, state or local jurisdiction, including, without limitation, Title VII of the Civil Rights Act of 1964 (“Title VII”), the Americans with Disabilities Act (“ADA”), Sections 503 and 504 of the Rehabilitation Act, the Family and Medical Leave Act and the Age Discrimination in Employment Act (“ADEA”), excepting only:

(a)                                 rights of Employee under the Separation Agreement;

(b)                                 the right of Employee to receive benefits required to be provided in accordance with applicable law;

(c)                                  rights to indemnification (and/or advancement of expenses and/or contribution) Employee may have (i) under applicable corporate law, (ii) under the by-laws, certificate of incorporation or other corporate documents of the Company, the Parent, Holdco or any of their affiliates or (iii) as an insured under any director’s and officer’s liability insurance policy now or previously in force;

(d)                                 claims for benefits under any health, disability, retirement, supplemental retirement, deferred compensation, life insurance or other, similar employee benefit plan or arrangement of the Company Affiliated Group, excluding severance pay or termination benefits except as provided in the Separation Agreement;

(e)                                  claims for the reimbursement of unreimbursed business expenses incurred prior to the date of termination pursuant to applicable policy of the Company Affiliated Group;

(f)                                   claims that cannot be waived as a matter of law.

2.                                      No Admissions, Complaints or Other Claims.  Employee acknowledges and agrees that this Release of Claims is not to be construed in any way as an admission of any liability whatsoever by any Released Party, any such liability being expressly denied.  The Employee also acknowledges and agrees that Employee has not, with respect to any transaction or state of facts existing prior to the date hereof, (i) filed any Actions against any Released Party with any governmental agency, court or tribunal or (ii) assigned or transferred any Action to a third party.

3.                                      Application to all Forms of Relief.  This Release of Claims applies to any relief no matter how called, including, without limitation, wages, back pay, front pay, compensatory damages, liquidated damages, punitive damages for pain or suffering, costs and attorney’s fees and expenses.

4.                                      Specific Waiver.  The Employee specifically acknowledges that Employee’s acceptance of the terms of this Release of Claims is, among other things, a specific waiver of any and all Actions under Title VII, ADEA, ADA and any state or local law or regulation in respect of discrimination of any kind; provided, however, that nothing herein shall be deemed, nor does anything herein purport, to be a waiver of any right or Action which by law Employee is not permitted to waive, except that, with respect to any such right or Action under Title VII, ADEA, ADA and any state or local law or regulation in respect of discrimination, Employee does, to the extent permitted by applicable law, waive any right to money damages.

5.                                      Voluntariness.  Employee acknowledges and agrees that he is relying solely upon his own independent judgment and is legally competent to sign this Release of Claims.  Employee agrees that he is signing this Release of Claims of his own free will; that he has read and understood the Release of Claims before signing it; and that he is signing this Release of Claims in exchange for consideration that he believes is

satisfactory and adequate.  Employee also acknowledge and agree that he has been informed of the right to consult with legal counsel and has been encouraged and advised to do so before signing this Release of Claims.

6.                                      Complete Agreement/Severability.  This Release of Claims constitutes the complete and final agreement between the parties and supersedes and replaces all prior or contemporaneous agreements, negotiations, or discussions relating to the subject matter of this Release of Claims other than the Separation Agreement.  All provisions and portions of this Release of Claims are severable.  If any provision or portion of this Release of Claims or the application of any provision or portion of this Release of Claims shall be determined to be invalid or unenforceable to any extent or for any reason, all other provisions and portions of this Release of Claims shall remain in full force and shall continue to be enforceable to the fullest and greatest extent permitted by law.

7.                                      Acceptance and Revocability.  Employee acknowledges that Employee has been given a period of at least twenty-one (21) days within which to consider this Release of Claims, unless applicable law requires a longer period, in which case Employee shall be advised of such longer period and such longer period shall apply.  Employee may accept this Release of Claims at any time within this period of time by signing the Release of Claims and returning it to the Employer.  This Release of Claims shall not become effective or enforceable until seven (7) calendar days after Employee signs it.  Employee may revoke Employee’s acceptance of this Release of Claims at any time within that seven (7) calendar day period by sending written notice to the Company.  Such notice must be received by the Company within the seven (7) calendar day period in order to be effective and, if so received, would void this Release of Claims for all purposes.

8.                                      Governing Law.  Except for issues or matters as to which U.S. Federal law is applicable, this Release of Claims shall be governed by and construed and enforced in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof.

[*signature page follows*]

IN WITNESS WHEREOF, the parties have executed this EXHIBIT A to the Separation Agreement.

|  |  |  |
| --- | --- | --- |
|  | /s/ Mark Spitzky | |
|  | Mark Spitzky | |
|  |  | |
|  | Dated: 28 February 2020 | |
|  |  | |
|  |  | |
|  | Acknowledged and accepted | |
|  |  | |
|  | SINGLEVISION, INC. | |
|  |  | |
|  |  | |
|  | By: | /s/ R. Angelica Burdescu |
|  |  | Name: R. Angelica Burdescu |
|  |  | Title: Director |

**CONFI#31**

**Exhibit (d)(10)**

**CONFIDENTIALITY AGREEMENT**

In connection with the consideration of a possible negotiated transaction between each of the parties that have signed this agreement or its respective subsidiaries, affiliates or divisions (each such party being hereinafter referred to, collectively with such subsidiaries, affiliates and divisions, as a “Company”), each Company (in its capacity as a provider of information hereunder being referred to as a “Provider”) is prepared to make available to the other Company (in its capacity as a recipient of information hereunder being referred to as a “Recipient”) certain information concerning the business, financial condition, operations, assets and liabilities of the Provider. As a condition to such information being provided to each Recipient and its Recipient Representatives (as hereinafter defined), each Recipient agrees to treat any information concerning the Provider (whether prepared by the Provider, such Recipient’s Representatives or otherwise and irrespective of the form of communication) which is furnished to the Recipient and such Recipient’s Representatives now or in the future by or on behalf of the Provider (herein collectively referred to, with respect to information furnished by or on behalf of either Company in its capacity as a Provider to the other Company in its capacity as a Recipient, as the “Evaluation Material”) in accordance with the provisions of this agreement, and to take or abstain from taking certain other actions as hereinafter set forth. As used in this letter, a Recipient’s “Representatives” shall include the directors, officers, employees, agents, partners or advisors of such Recipient (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) and those of such Recipient’s parent company, subsidiaries and affiliates. Notwithstanding any other provision hereof, each Company reserves the right not to make available hereunder any information, the provision of which is determined by it, in its sole discretion, to be inadvisable or inappropriate.

The term “Evaluation Material” also shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents prepared by either Recipient or such Recipient’s Representatives which contain, reflect or are based upon, in whole or in part, the information furnished to such Recipient or such Recipient’s Representatives pursuant hereto. The term Evaluation Material does not include information which (1) is or becomes generally available to the public other than as a result of a disclosure by the Recipient or such Recipient’s Representatives, (ii) was within the Recipient’s possession prior to its being furnished to the Recipient by or on behalf of the Provider pursuant hereto, provided that the source of such information was not known by the Recipient to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Provider or any other party with respect to such information or (iii) becomes available to the Recipient on a non-confidential basis from a source other than the Provider or any of its directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) (collectively, “Provider Representatives”), provided that such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Provider or any other party with respect to such information. Notwithstanding any other provision hereof, each Provider reserves the right not to make available hereunder any information, the provision of which is determined by it, in its sole discretion, to be inadvisable or inappropriate.

Each Recipient hereby agrees that such Recipient and such Recipient’s Representatives shall use the Evaluation Material solely for the purpose of evaluating a possible negotiated transaction between the Companies and for no other purpose, that the Evaluation Material will be kept confidential and that the Recipient and such Recipient’s Representatives will not disclose any of the Evaluation Material in any manner whatsoever; provided, however, that (i) the Recipient may make any disclosure of such information to which the Provider gives its prior written consent and (ii) any of such information may be disclosed to the Recipient’s Representatives who need to know such information for the sole purpose of evaluating a possible negotiated transaction between the Companies, who are provided with a copy of this agreement and who agree to be bound by the terms hereof to the same extent as if they were such Recipient. In any event, each Recipient agrees to undertake reasonable precautions to safeguard and protect the confidentiality of the Evaluation Material, to accept responsibility for any breach of this agreement by any of such Recipient’s Representatives, and at such Recipient’s sole expense to take all reasonable measures (including but not limited to court proceedings) to restrain such Recipient’s Representatives from prohibited or unauthorized disclosure or uses of the Evaluation Material.

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In addition, each Recipient agrees that, without the prior written consent of the Provider, such Recipient and such Recipient’s Representatives will not disclose to any other person the fact that the Evaluation Material has been made available to such Recipient, that discussions or negotiations are taking place concerning a possible transaction between the Companies or any of the terms, conditions or other facts with respect thereto (including the status thereof) provided, however, that such Recipient may make such disclosure if the Provider has already done so or it has received the written opinion of its outside counsel that such disclosure must be made by it in order that it not commit a violation of law. Without limiting the generality of the foregoing, each Recipient further agrees that, without the prior written consent of the Provider, it will not, directly or indirectly, enter into any agreement, arrangement or understanding, or any discussions which might lead to such agreement, arrangement or understanding, with any person regarding a possible transaction between the Companies. The term person as used in this agreement shall be broadly interpreted to include the media and any corporation, partnership, group, individual or other entity.

In the event that either Recipient or any of such Recipient’s Representatives are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Evaluation Material, such Recipient shall provide the Provider with prompt written notice of any such request or requirement so that the Provider may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Provider, the Recipient or any of such Recipient’s Representatives are nonetheless, in the opinion of counsel, legally compelled to disclose Evaluation Material such Recipient or such Recipient’s Representatives may, without liability hereunder, disclose only that portion of the Evaluation Material which such counsel advises the Recipient is legally required to be disclosed

If either Company decides that it does not wish to proceed with a transaction with the other, it will promptly inform the other of that decision. In that case, or at any time upon the request of either Company for any reason, the other Company will promptly [deliver to the notifying or requesting Company all Evaluation Material (and all copies thereof) furnished to the notified or requested Company in its capacity as a Recipient or such Recipient’s Representatives by or on behalf of the notifying or requesting Company in its capacity as a Provider pursuant hereto. In the event of such a decision or request, all [other] Evaluation Material prepared by the notified or requested Company in its capacity as a Recipient or such Recipient’s Representatives shall, at the Recipient’s option, be destroyed or returned and no copy thereof shall be retained [except for one archival copy which may be retained by such recipient’s outside counsel or in-house general counsel] and the Recipient shall provide to the notifying or requesting Company a certificate of compliance with this sentence. Notwithstanding the return or destruction of the Evaluation Material, the notified or requested Company in its capacity as a Recipient and such Recipient’s Representatives will continue to be bound by such Recipient’s respective obligations of confidentiality and other obligations hereunder.

Each Company understands and acknowledges that neither Company, in its capacity as a Provider, nor such Provider’s Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material furnished by or on behalf of such Provider and shall have no liability to the other.

In consideration of the Evaluation Material being furnished to a Recipient, the Recipient hereby agrees that, for a period of two years, neither it nor any of its affiliates will solicit to employ any of the officers or employees of the Provider with whom it has had contact or who was specifically identified to it by the Provider or any of such Provider’s Representatives for purposes hereof during the period of the Recipient’s investigation of the Provider, so long as they are employed by the Provider, without obtaining the prior written consent of the Provider. Such two-year period shall be measured from, and expire two years following, the later of (i) the date of this agreement, (ii) the date of last contact by the Recipient or any of such Recipient’s Representatives with the applicable officer or employee or (iii) the date on which the applicable officer or employee was identified to the Recipient or any of such Recipient’s Representatives by the Provider or any of its Representatives for purposes hereof. This restriction shall not apply to employees of Provider who respond to a general solicitation for employment published or posted by Recipient.

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To the extent that any Evaluation Material may include materials subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, each Company understands and agrees that the Companies have a commonality of interest with respect to such matters and it is the desire, intention and mutual understanding of both Companies that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Evaluation Material provided by either Company that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this agreement, and under the joint defense doctrine.

Each Company, in its capacity as a Recipient, acknowledges and agrees that such Recipient is aware (and that such Recipient’s Representatives are aware or, upon receipt of any Evaluation Material, will be advised by such Recipient) of the restrictions imposed by the United States federal securities laws and other applicable foreign and domestic laws on a person possessing material non-public information about a public company and that such Recipient and such Recipient’s Representatives will comply with such laws.

Each Company agrees that, for a period of three years from the date of this agreement, unless such shall have been specifically invited in writing by the other Company, neither the agreeing Company nor any of its affiliates (as such term is defined under the Securities Exchange Act of 1934, as amended (the “1934 Act”)) or persons who are Recipient Representatives or Provider Representatives with respect to the agreeing Company will in any manner, directly or indirectly: (a) effect or seek, offer or propose (whether publicly or otherwise) to effect, or cause or participate in or in any way assist any other person to effect or seek, offer or propose (whether publicly or otherwise) to effect or participate in, (1) any acquisition of any securities (or beneficial ownership thereof) or assets of the other Company or any of its subsidiaries, (ii) any tender or exchange offer, merger or other business combination involving the other Company or any of its subsidiaries, (iii) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the other Company or any of its subsidiaries, or (iv) any “solicitation” of “proxies” (as such terms are used in the proxy rules of the Securities and Exchange Commission) or consents to vote any voting securities of the other Company; (b) form, join or in any way participate in a “group” (as defined under the 1934 Act) with respect to the securities of the other Company; (c) otherwise act, alone or in concert with others, to seek to control or influence the management, Board of Directors or policies of the other Company; (d) take any action which might force the other Company to make a public announcement regarding any of the types of matters set forth in (a) above; or (e) enter into any discussions or arrangements with any third party with respect to any of the foregoing.

Each Company understands and agrees that no contract or agreement providing for any transaction between the Companies shall be deemed to exist between the Companies unless and until a final definitive agreement has been executed and delivered, and each Company hereby waives, in advance, any claims (including, without limitation, breach of contract but excluding any claims arising from a breach of this Confidentiality Agreement) in connection with any transaction involving the other Company unless and until both Companies shall have entered into a final definitive agreement. Each Company also agrees that unless and until a final definitive agreement regarding a transaction between the Companies has been executed and delivered, neither Company will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this agreement except for the matters specifically agreed to herein. Each Company further acknowledges and agrees that the other Company reserves the right, in its sole discretion, to reject any and all proposals made by the agreeing Company or any of the persons who are Recipient Representatives or Provider Representatives with respect to the Company with regard to a transaction between the Companies, and to terminate discussions and negotiations with the agreeing Company at any time. Each Company further agrees that (i) the other Company and the persons who are Recipient Representatives or Provider Representatives with respect to the other Company shall be free to conduct any process for any transaction involving the other Company, if and as they in their sole discretion shall determine (including, without limitation, negotiating with any other interested parties and entering into a definitive agreement therewith without prior notice to the agreeing Company or any other person), (ii) any procedures relating to such process or transaction may be changed at any time without notice to the agreeing Company or any other person and (iii) the agreeing Company shall not have any claims whatsoever against the other Company, the persons who are Recipient Representatives or Provider Representatives with respect to the other Company or any of their respective directors, officers, stockholders, owners, affiliates or agents arising out of or relating to any transaction involving the other Company (other than those as against the parties to a definitive agreement between the Companies, including this

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Confidentiality Agreement in accordance with the term thereof) nor, unless a definitive agreement is entered into with the agreeing Company, against any third party with whom a transaction is entered into. Neither this paragraph nor any other provision in this agreement can be waived or amended in favor of either Company except by written consent of the other Company, which consent shall specifically refer to this paragraph (or such provision) and explicitly make such waiver or amendment.

It is understood and agreed that no failure or delay by either Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this agreement by either Company or any of its Representatives and that the Company against which such breach is committed shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by either Company of this agreement but shall be in addition to all other remedies available at law or equity to the Company against which such breach is committed. In the event of litigation relating to this agreement, if a court of competent jurisdiction determines that either Company or any of the persons who are Recipient Representatives or Provider Representatives with respect to such Company has breached this agreement, then the Company Recipient Representatives or Provider Representatives of which, is determined to have so breached shall be liable and pay to the other Company the reasonable legal fees incurred by the other Company in connection with such litigation, including any appeal therefrom.

This agreement is for the benefit of the each Company, the persons who are Recipient Representatives or Provider Representatives with respect to such Company and their respective, directors, officers, stockholders, owners, affiliates, and agents, and shall be governed by and construed in accordance with the laws of the State of Washington (the “Subject State”) applicable to agreements made and to be performed entirely within such State. Each Company also hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the Subject State located within the County of King and of the United States of America located in the Western District of the Subject State for any actions, suits or proceedings arising out of or relating to this agreement (and each Company agrees not to commence any action, suit or proceeding relating thereto except in such courts, and further agrees that service of any process, summons, notice or document by U.S. registered mail to such Company’s address set forth below shall be effective service of process for any action, suit or proceeding brought against such Company in any such court). Each Company hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this agreement , in the courts of the Subject State or the United States of America located in the Subject State, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

This agreement contains the entire agreement between the Companies regarding the subject matter hereof and supersedes all prior agreements, understandings, arrangements and discussions between the Companies regarding such subject matter.

This agreement may be signed in counterparts, each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument.

IN WITNESS WHEREOF, each Company has caused this agreement to be signed by its duly authorized representatives as of the date written below.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |
| Date: 8/14/2007 |  |  |  |  |  |  |
|  |  | |  | |  | |
| Vistaflex, Inc: |  | USPICS: |  |  |  |  |
|  |  | |  | |  | |
| Suite 200, 71 Columbia Street  Seattle, WA 98104 |  | ADDRESS FOR NOTICE:  One American Road  Brooklyn, Ohio 44144 |  |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |
|  | | |  | | | |
|  | | |  | Attn: General Counsel | | |
|  |  | |  | |  | |
| By: |  | /s/ Andreas Holz |  | By: |  | /s/ Henry Kerr |
| Name: |  | Andreas Holz |  | Name: |  | Henry Kerr |
| Title: |  | Chief Executive Officer |  | Title: |  | Senior Vice President, |
|  |  |  |  |  |  | General Counsel and Secretary |

**CONFI#32**

EX-10.12 16 dex1012.htm FORM OF CONFIDENTIALITY AGREEMENT

**Exhibit 10.12**

[Addressee}

**OBJECT: SECRECY AGREEMENT**

Dear <\*>:

This is to confirm our agreement whereby you accept a <\*> position with us as a [description of job] in line with the conditions established between us, concerning the [description of project]. This includes giving us your advice and recommendations concerning various synthetic approaches or any other subject related to this R & D program.

Since we have to provide you with some confidential information which we consider to be our property, we understand that you will keep confidential all such information received from us and that you will not communicate this information in any way to any other party without having obtained our specific agreement in a written form beforehand.

The present obligation of confidentiality and non-use of the information provided to you will remain in effect for the duration of your contract and for a period of ten (10) years following its termination. This obligation does not apply to any information which:

|  |  |
| --- | --- |
| a) | is or will subsequently become of public knowledge following publication or otherwise, and this, without fault on your part; or |

|  |  |
| --- | --- |
| b) | was in your possession before being transferred to you by us and for which you can provide proof of prior knowledge based on appropriate documentation; or |

|  |  |
| --- | --- |
| c) | is later transmitted to you by a third party who has the legal right to do so. |

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Your signature of the present is an indication that you are not linked by any contract and that you have no obligation to any other party which could prevent you, in any way, from respecting your present obligation to us and this, without any restriction or reservation. It is agreed that any written information as well as all materials which will be provided to you in order to execute your contract will remain our property and will be returned to us immediately following their use. You agree not to identify or associate the undersigned nor to indicate the nature of your services or compounds that you are making or working with for us to a third party without prior written acceptance on our part, except if such a disclosure is required by law.

All information which you may divulge to us concerning the present contract must not be restricted by a secrecy agreement with a third party nor must it be the property of someone else. Such information transmitted to us should not be interpreted as leading to any obligation on our part. Moreover, as a consideration of the present agreement, we understand that the intellectual proprietary rights related to the inventions or discoveries achieved in the course of your engagement under the present contract for us (the “Proprietary Rights”) are and will remain our property and you agree to collaborate with us to the best of your capacity to protect them in all territories. For that purpose, you hereby irrevocably assign to us any and all right, title and interest that you may have or otherwise acquire in and to all the Proprietary Rights and also constitute and appoint Dr. Fernand Labrie as your sole and irrevocable agent and mandatory to sign and execute, on your behalf any assignment and/or patent application and/or other document required for the acknowledgment, protection and/or enforcement of our rights.

If it became necessary for you to inform us of any confidential information (such a necessity being determined by us on the basis of previous discussions with you and following our acceptance of this information), we agree to keep any such disclosures confidential, this confidential information being signed by you before being transmitted to us.

In the case that you would transmit or use confidential information which we consider to be our property and in violation of the above-mentioned terms and conditions, you accept, upon written request on our part, to pay, by way of liquidated damages and not in terms of penalty, the following:

|  |  |
| --- | --- |
| a) | a sum of five thousand dollars ($5,000) for each divulgence; and |

|  |  |
| --- | --- |
| b) | an additional sum of ten thousand dollars ($10,000) for each day of this non-authorized use of our information; |

and this, without any prejudice to our right to use an injunction to prevent any future use of this information.

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The present convention must be interpreted in agreement with the laws of the Province of Quebec. We would appreciate receiving confirmation of your acceptance of the present contract by duly signing and returning to us the present letter.

La présente convention a été rédigée en anglais à la demande expresse des parties. This agreement has been drafted in English at the specific request of the parties hereto.

Sincerely yours,

**ARGONTOM, INC.**

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  |  |  |
| Celine Donie, O.C., O.Q., M.D., Ph.D. |  |  |
| President and Chief Executive Officer |  |  |

COUNTERSIGNED THIS             th DAY OF                                                              200

At XYZ, Quebec, this holds as acceptance

**CONFI#33**

EX-10.3 4 dex103.htm CONFIDENTIALITY AGREEMENT

**EXHIBIT 10.3**

**CONFIDENTIALITY AGREEMENT**

As a condition of my becoming a member of the Board of Directors of Numbercrunch Corporation, a Delaware corporation (the “Company”), and in consideration of my service to the Company as a director and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

Section 1. **Confidential Information**.

(a) Company Group Information. I acknowledge that, during the course of my service to the Company, I will have access to information about the Company and its direct and indirect parents and subsidiaries (collectively, the “Company Group”) and that my service to the Company shall bring me into close contact with confidential and proprietary information of the Company Group. In recognition of the foregoing, I agree, at all times during the term of my service to the Company and for the ten (10) year period following my termination of service to the Company Group for any reason, to hold in confidence, and not to use, except for the benefit of the Company Group, or to disclose to any person, firm, corporation, or other entity without written authorization of the Company, any Confidential Information that I obtain or create. I further agree not to make copies of such Confidential Information except as authorized by the Company. I understand that “Confidential Information” means information that the Company Group has developed, acquired, created, compiled, discovered, or owned or will develop, acquire, create, compile, discover, or own, that has value in or to the business of the Company Group that is not generally known and that the Company wishes to maintain as confidential. I understand that Confidential Information includes, but is not limited to, any and all non-public information that relates to the actual or anticipated business and/or products, research, or development of the Company, or to the Company’s technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company’s products or services and markets, customer lists, and customers, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally, or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Confidential Information shall not include (i) any of the foregoing items that have become publicly and widely known through no unauthorized disclosure by me or others who were under confidentiality obligations as to the item or items involved or (ii) any information that I am required to disclose to, or by, any governmental or judicial authority; *provided*, *however*, that in such event I will give the Company prompt written notice thereof so that the Company Group may seek an appropriate protective order and/or waive in writing compliance with the confidentiality provisions of this Confidentiality Agreement (the “Confidentiality Agreement”).

(b) Former or Concurrent Service Recipient Information. I represent that my performance of all of the terms of this Confidentiality Agreement as a director of the Company has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge, or data acquired by me in confidence or trust prior or subsequent to the commencement of my service to the Company, and I will not disclose to any member of the Company Group, or induce any member of the Company Group to use, any developments, or

confidential or proprietary information or material I may have obtained in connection with employment with or service to any prior or concurrent employer or service recipient in violation of a confidentiality agreement, nondisclosure agreement, or similar agreement with such prior or concurrent employer or service recipient.

Section 2. **Returning Company Group Documents**.

I agree that, at the time of termination of my service to the Company for any reason, I will deliver to the Company (and will not keep in my possession, recreate, or deliver to anyone else) any and all Confidential Information and all other documents, materials, information, and property otherwise belonging to the Company. I agree further that any property situated on the Company’s premises and owned by the Company (or any other member of the Company Group), including disks and other storage media, filing cabinets, and other work areas, is subject to inspection by personnel of any member of the Company Group at any time with or without notice.

Section 3. **Disclosure of Agreement**.

As long as it remains in effect, I will disclose the existence of this Confidentiality Agreement to any prospective employer, partner, co-venturer, investor, or lender prior to entering into an employment, partnership, or other business relationship with such person or entity.

Section 4. **Reasonableness of Restrictions**.

I acknowledge and recognize the highly competitive nature of the Company’s business, that access to Confidential Information renders me special and unique within the Company’s industry. In light of the foregoing, I recognize and acknowledge that the restrictions and limitations set forth in this Confidentiality Agreement are reasonable and valid in geographical and temporal scope and in all other respects and are essential to protect the value of the business and assets of the Company Group. I acknowledge further that the restrictions and limitations set forth in this Confidentiality Agreement will not materially interfere with my ability to earn a living following the termination of my service to the Company and that my ability to earn a livelihood without violating such restrictions is a material condition to my service to the Company.

Section 5. **Independence; Severability; Blue Pencil**.

Each of the rights enumerated in this Confidentiality Agreement shall be independent of the others and shall be in addition to and not in lieu of any other rights and remedies available to the Company Group at law or in equity. If any of the provisions of this Confidentiality Agreement or any part of any of them is hereafter construed or adjudicated to be invalid or unenforceable, the same shall not affect the remainder of this Confidentiality Agreement, which shall be given full effect without regard to the invalid portions. If any of the covenants contained herein are held to be invalid or unenforceable because of the duration of such provisions or the area or scope covered thereby, I agree that the court making such determination shall have the power to reduce the duration, scope, and/or area of such provision to the maximum and/or broadest duration, scope, and/or area permissible by law, and in its reduced form said provision shall then be enforceable.

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Section 6. **Injunctive Relief**.

I expressly acknowledge that any breach or threatened breach of any of the terms and/or conditions set forth in this Confidentiality Agreement may result in substantial, continuing, and irreparable injury to the members of the Company Group. Therefore, I hereby agree that, in addition to any other remedy that may be available to the Company, any member of the Company Group shall be entitled to seek injunctive relief, specific performance, or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach of the terms of this Confidentiality Agreement without the necessity of proving irreparable harm or injury as a result of such breach or threatened breach.

Section 7. **Cooperation**.

I agree that, following any termination of my service to the Company, I will continue to provide reasonable cooperation (to the extent that it does not materially interfere with any other employment obligations at that time) to the Company and/or any other member of the Company Group and its or their respective counsel in connection with any investigation, administrative proceeding, or litigation relating to any matter that occurred during my service to the Company in which I was involved or of which I have knowledge. As a condition of such cooperation, the Company shall reimburse me for reasonable out-of-pocket expenses incurred at the request of the Company with respect to my compliance with this paragraph. I also agree that, in the event that I am subpoenaed by any person or entity (including, but not limited to, any government agency) to give testimony or provide documents (in a deposition, court proceeding, or otherwise) that in any way relates to my service to the Company and/or any other member of the Company Group, I will give prompt notice of such request to the Company and will make no disclosure until the Company and/or the other member of the Company Group has had a reasonable opportunity to contest the right of the requesting person or entity to such disclosure.

Section 8. **General Provisions**.

(a) Governing Law and Jurisdiction. EXCEPT WHERE PREEMPTED BY FEDERAL LAW, THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE OF THIS CONFIDENTIALITY AGREEMENT IS GOVERNED BY AND IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN THAT STATE, WITHOUT REGARD TO CONFLICT OF LAWS RULES. ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THIS CONFIDENTIALITY AGREEMENT OR CLAIM OF BREACH HEREOF SHALL BE BROUGHT EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE STATE OF DELAWARE, TO THE EXTENT FEDERAL JURISDICTION EXISTS, AND IN ANY COURT SITTING IN DELAWARE, BUT ONLY IN THE EVENT FEDERAL JURISDICTION DOES NOT EXIST, AND ANY APPLICABLE APPELLATE COURTS. BY EXECUTION OF THIS CONFIDENTIALITY AGREEMENT, THE PARTIES HERETO, AND THEIR RESPECTIVE AFFILIATES, CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, AND

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WAIVE ANY RIGHT TO CHALLENGE JURISDICTION OR VENUE IN SUCH COURT WITH REGARD TO ANY SUIT, ACTION, OR PROCEEDING UNDER OR IN CONNECTION WITH THIS CONFIDENTIALITY AGREEMENT. EACH PARTY TO THIS CONFIDENTIALITY AGREEMENT ALSO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING UNDER OR IN CONNECTION WITH THIS CONFIDENTIALITY AGREEMENT.

(b) Entire Agreement. This Confidentiality Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to this Confidentiality Agreement, nor any waiver of any rights under this Confidentiality Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, obligations, rights, or compensation will not affect the validity or scope of this Confidentiality Agreement.

(c) No Right of Continued Service. I acknowledge and agree that nothing contained herein shall be construed as granting me any right to continued service to the Company, and the right of the Company to terminate my service at any time and for any reason, with or without cause, is specifically reserved.

(d) Successors and Assigns. This Confidentiality Agreement will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. I expressly acknowledge and agree that this Confidentiality Agreement may be assigned by the Company without my consent to any other member of the Company Group as well as any purchaser of all or substantially all of the assets or stock of the Company, whether by purchase, merger, or other similar corporate transaction.

(e) Survival. The provisions of this Confidentiality Agreement shall survive the termination of my service to the Company and/or the assignment of this Confidentiality Agreement by the Company to any successor in interest or other assignee.

\*            \*             \*

I, Andrew Prozes, have executed this Confidentiality and Confidentiality Agreement on the respective date set forth below:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |
| Date:  May 5, 2011 |  |  |  |  |  | /s/ Jeung-Un Lim |
|  |  |  |  |  |  | (Signature) |
|  |  | |  | |  | |
|  |  |  |  |  |  | Jeung-Un Lim |
|  |  |  |  |  |  | (Type/Print Name) |

**CONFI#34**

Exhibit 10.10

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is entered into on , 2021 by and between Carpenter Corp ( “Carpenter”) and \_\_Zhao Bao\_\_\_\_\_\_\_\_\_ (“Recipient”).

WHEREAS, in connection with a potential business relationship, Carpenter may disclose to Recipient certain Confidential Information (as defined below);

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Recipient may receive or become aware of certain confidential and proprietary information relating to the business and operations of Carpenter, Carpenter B (Holdings) Acquisition Corp., the Carpenter’s sponsor, any target company considered by Carpenter for the initial business combination or any of their respective affiliates, including reports, financial information, trade secrets, research information, finances and financial projections, current or future business plans and models and other business or operational information (the “Confidential Information”), regardless of whether such information is designated as “confidential information” at the time of its disclosure. “Confidential Information” shall include all information (oral or written) relating to the potential business relationship (including the fact that Carpenter has reached out to Recipient regarding the potential business relationship and, to the extent applicable, has entered into such business relationship), that Carpenter furnishes or has furnished to Recipient prior to, on or after the date of this Agreement, and all notes, analyses, compilations, forecasts, studies or other documents prepared by Recipient that contain, reflect or are based on such information.

2. Recipient hereby acknowledges the confidential and proprietary nature of such Confidential Information and agrees that the Confidential information will be used solely in connection with Recipient’s service on the board of directors of Carpenter and for no other purpose and further agrees not to disclose or otherwise attempt to use or personally benefit from any Confidential Information that is disclosed to or known by Recipient until such time as the Confidential Information has become publicly available through no action of Recipient, except to the extent required by law or as expressly permitted by Carpenter.

3. If Recipient is requested or required, in connection with any proceeding by or before a governmental authority, to disclose any Confidential Information, Recipient will give Carpenter prompt written notice of such request or requirement so that Carpenter may seek an appropriate order or other remedy protecting the Confidential Information from disclosure, and Recipient will cooperate with Carpenter to obtain such protective order or other remedy. In the event that a protective order or other remedy is not obtained or Carpenter waives its rights to seek such an order or other remedy, Recipient may, without liability under this Agreement, furnish only that portion of the Confidential Information which, in the written opinion of Recipient’s counsel, Recipient is legally required to disclose, provided that Recipient gives Carpenter written notice of the information to be disclosed as far in advance of its disclosure as practicable and uses its best efforts to obtain assurances that confidential treatment will be accorded to such information.

4. In the event of the termination or conclusion of this potential or consummated relationship, Recipient shall return or destroy all Confidential Information and destroy or permanently erase (to the extent technically practicable) all copies of Confidential Information made by Recipient and use its reasonable endeavors to ensure that anyone to whom it has supplied any Confidential Information destroys or permanently erases (to the extent technically practicable) such Confidential Information and any copies made save to the extent required to be retained by applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body, or where the Confidential Information has been disclosed under paragraph 3 above.

5. Recipient acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement by Recipient and, in addition to all other remedies available under applicable law, Carpenter shall be entitled to seek specific performance and to injunctive or other equitable relief as a remedy for any such breach.

6. This Agreement shall be governed in all respects by the internal laws of the State of New York, without giving effect to New York principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, taken together, shall be deemed to constitute one and the same agreement.

8. This Agreement represents the entire understanding of Carpenter and Recipient and cannot be amended, supplemented or otherwise modified except in a writing executed by the parties.

I have read and understand the foregoing terms and conditions and agree to be bound by them as of the date written above.

[Signature pages follow]

[Signature page to confidentiality agreement]

Carpenter

By:

Name: Xiaoyuan He

Title: Chief Executive Officer

Date:

[Signature page to confidentiality agreement]

Name: Zhao Bao

Date:

[Signature page to confidentiality agreement]

**CONFI#35**

EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT, DATED NOVEMBER 27, 2023, BETWEEN HUPF SPORTS, INC. AND GEORGIOS STRATOS

**Exhibit 10.5**

**EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT**

In consideration of my employment or continued employment by **HUPF Sports, Inc.**, a Delaware corporation (“***Company***”), and the compensation being paid or to be paid to me during my employment with Company, I agree to the terms of this Agreement as follows:

**1. Confidential Information Protections**.

**1.1 Nondisclosure; Recognition of Company’s Rights**. At all times during and after my employment, I will hold in confidence and will not disclose, use, lecture upon, or publish any of Company’s Confidential Information (defined below), except (i) as may be required in connection with my work for Company, (ii) as expressly authorized by an authorized officer of Company at the direction of the Board of Directors of Company; or (iii) as required or permitted to be disclosed pursuant to Rule 21F-17(a) under the Securities Exchange Act of 1934, as amended, or other applicable law, legal process or government regulation, provided, however, that prior to any disclosure of confidential information as required by such applicable law, I shall, to the extent such applicable law so permits, use my best efforts to advise Company in advance of my making any such permitted or required disclosure and cooperate with Company in order to afford Company a reasonable opportunity to take any legally-permissible actions to contest, limit, remove the basis for, or otherwise address such disclosure in connection with my work for Company. Except as provided above, I will obtain the written approval of an authorized officer of Company before publishing or submitting for publication any material (written, oral, or otherwise) that relates to my work at Company and/or incorporates any Confidential Information. Except as otherwise provided by applicable law I hereby assign to Company any rights I may have or acquire in any and all Confidential Information and recognize that all Confidential Information shall be the sole and exclusive property of Company and its assigns.

**1.2 Confidential Information**. The term “***Confidential Information***” shall mean any and all confidential knowledge, data or information related to Company’s business or its actual or demonstrably anticipated research or development, including without limitation (a) trade secrets, inventions, ideas, processes, computer source and object code, data, formulae, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding products, services, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (c) information regarding the skills and compensation of Company’s employees, contractors, and any other service providers of Company; and (d) the existence of any business discussions, negotiations, or agreements between Company and any third party.

**1.3 Third Party Information**. I understand that Company has received and in the future will receive from third parties confidential or proprietary 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 and after the term of my employment, I will hold Third Party Information in strict 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, Third Party Information, except in connection with my work for Company or unless expressly authorized by an officer of Company in writing.

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**1.4 No Improper Use of Information of Prior Employers and Others**. I represent that my employment by Company does not and will not breach any agreement with any former employer, including any noncompete agreement or any agreement to keep in confidence or refrain from using information acquired by me prior to my employment by Company. I further represent that I have not entered into, and will not enter into, any agreement, either written or oral, in conflict with my obligations under this Agreement. During my employment by Company, I will not improperly make use of, or disclose, any information or trade secrets of any former employer or other third party, nor will I bring onto the premises of Company or use any unpublished documents or any property belonging to any former employer or other third party, in violation of any lawful agreements with that former employer or third party. I will use in the performance of my duties only information that is generally known and used by persons with training and experience comparable to my own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by Company.

**2. Inventions**.

**2.1 Definitions**. As used in this Agreement, the term **“*Invention*”**means any ideas, concepts, information, materials, processes, data, programs, know-how, improvements, discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques and all Intellectual Property Rights in any of the items listed above. The term **“*Intellectual Property Rights*”**means all trade secrets, copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any jurisdiction or country. The term **“*Moral Rights*”** means all paternity, integrity, disclosure, withdrawal, special and any other similar rights recognized by the laws of any jurisdiction or country.

**2.2 Prior Inventions**. I have disclosed on **Exhibit A**a complete list of all Inventions that (a) I have, or I have caused to be, alone or jointly with others, conceived, developed, or reduced to practice prior to the commencement of my employment by Company; (b) in which I have an ownership interest or which I have a license to use; (c) and that I wish to have excluded from the scope of this Agreement (collectively referred to as “***Prior Inventions***”). If no Prior Inventions are listed in **Exhibit A**or if I have not completed **Exhibit A**, I warrant that there are no Prior Inventions. I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions (defined below) without Company’s prior written consent. If, in the course of my employment with Company, I incorporate a Prior Invention into a Company process, machine or other work, I hereby grant Company a non- exclusive, perpetual, fully-paid and royalty-free, irrevocable and 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 Invention.

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**2.3 Assignment of Company Inventions**. Inventions assigned to Company or to a third party as directed by Company pursuant to the subsection titled Government or Third Party are referred to in this Agreement as “***Company Inventions***.” Subject to the subsection titled Government or Third Party and except for Inventions that I can prove qualify fully under the provisions of California Labor Code section 2870 and I have set forth in **Exhibit A**, I hereby assign and agree to assign in the future (when any such Inventions or Intellectual Property Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to Company all my right, title, and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, reduced to practice, or learned by me, either alone or with others, during the period of my employment by Company. Any assignment of Inventions (and all Intellectual Property Rights with respect thereto) hereunder includes an assignment of all Moral Rights. To the extent such Moral Rights cannot be assigned to Company 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 Company or related to Company’s customers, with respect to such rights. I further acknowledge and agree that neither my successors-in- interest nor legal heirs retain any Moral Rights in any Inventions (and any Intellectual Property Rights with respect thereto).

**2.4 Obligation to Keep Company Informed**. During the period of my employment and for one (1) year after my employment ends, I will promptly and fully disclose to Company in writing (a) all Inventions authored, conceived, or reduced to practice by me, either alone or with others, including any that might be covered under California Labor Code section 2870, and (b) all patent applications filed by me or in which I am named as an inventor or co-inventor.

**2.5 Government or Third Party**. I agree that, as directed by Company, I will assign to a third party, including without limitation the United States, all my right, title, and interest in and to any particular Company Invention.

**2.6 Enforcement of Intellectual Property Rights and Assistance**. During and after the period of my employment and at Company’s request and expense, I will assist Company in every proper way, including consenting to and joining in any action, to obtain and enforce United States and foreign Intellectual Property Rights and Moral Rights relating to Company Inventions in all countries. I will execute any documents that Company may reasonably request for use in obtaining or enforcing such Intellectual Property Rights and Moral Rights. If Company is unable to secure my signature on any document needed in connection with such purposes, I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act on my behalf to execute and file any such documents and to do all other lawfully permitted acts to further such purposes with the same legal force and effect as if executed by me. My obligations under this paragraph will continue beyond the termination of my employment with Company, provided that Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at Company’s request on such assistance.

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**2.7 Incorporation of Software Code**. I agree that I will not incorporate into any Company software or otherwise deliver to Company any software code licensed under the GNU General Public License or Lesser General Public License or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Company except as expressly authorized by Company or in strict compliance with Company’s policies regarding the use of such software.

**3. Records**. I agree to 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 Inventions made by me during the period of my employment by Company, which records shall be available to, and remain the sole property of, Company at all times.

**4. Additional activities**. I agree that I will not (a) during the term of my employment by Company, without Company’s express written consent, engage in any employment or business activity that is competitive with, or would otherwise conflict with my employment by, Company; and (b) during the term of my employment by Company and for one (1) year thereafter, I will not either directly or indirectly, solicit or attempt to solicit any employee, independent contractor, or consultant of Company to terminate his, her or its relationship with Company in order to become an employee, consultant, or independent contractor to or for any other person or entity. Furthermore, I agree that during the term of my employment by Company and thereafter, I shall not disparage Company, any officer or director of Company or any affiliate or agent of Company.

**5. Return Of Company Property**. Upon termination of my employment or upon Company’s request at any other time, I will deliver to Company all of Company’s property, equipment, and documents, together with all copies thereof, and any other material containing or disclosing any Inventions, Third Party Information or Confidential Information and certify in writing that I have fully complied with the foregoing obligation. I agree that 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 but not limited to, Confidential Information, I agree to provide Company with a computer-useable copy of all such Confidential Information and then permanently delete and expunge such Confidential Information from those systems; and I agree to provide Company access to my system as reasonably requested to verify that the necessary copying and/or deletion is completed. I further agree that any property situated on Company’s premises and owned by Company is subject to inspection by Company’s personnel at any time with or without notice. Prior to the termination of my employment or promptly after termination of my employment, I will cooperate with Company in attending an exit interview and certify in writing that I have complied with the requirements of this section.

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**6. Notification of New Employer**. If I leave the employ of Company, I consent to the notification of my new employer of my rights and obligations under this Agreement, by Company providing a copy of this Agreement or otherwise.

**7. General Provisions**.

**7.1 Governing Law and Venue**. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Delaware, without giving effect to any conflicts of laws principles that require the application of the law of a different state. I expressly consent to personal jurisdiction and venue in the state and federal courts for the county in which Company’s principal place of business is located for any lawsuit filed there against me by Company arising from or related to this Agreement.

**7.2 Severability**. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**7.3 Survival**. This Agreement shall survive the termination of my employment and the assignment of this Agreement by Company to any successor or other assignee and shall be binding upon my heirs and legal representatives.

**7.4 Employment**. I agree and understand that nothing in this Agreement shall give me any right to continued employment by Company, and it will not interfere in any way with my right or Company’s right to terminate my employment at any time, with or without cause and with or without advance notice.

**7.5 Notices**. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the signature page, by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally- recognized express mail service. 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 (5) 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. Each party may change its address for receipt of notice by giving notice of the change to the other party.

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**7.6 Injunctive Relief**. I acknowledge that, because my services are personal and unique and because I will have access to the Confidential Information of Company, any breach of this Agreement by me would cause irreparable injury to Company for which monetary damages would not be an adequate remedy and, therefore, will entitle Company to injunctive relief (including specific performance). The rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.

**7.7 Waiver**. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of that provision or any other provision on any other occasion.

**7.8 Export**. I agree not to 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.

**7.9 Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

**7.10 Entire Agreement**. If no other agreement governs nondisclosure and assignment of inventions during any period in which I was previously employed or am in the future employed by Company as an independent contractor, the obligations pursuant to sections of this Agreement titled Confidential Information Protections and Inventions shall apply. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior communications between us with respect to such matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by me and an authorized officer of Company. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

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This Agreement shall be effective as of the first day of my employment with Company.

**COMPANY:**

**HUPF SPORTS, INC.**

**By: /s/ Horatio Pack**

**Name: Horatio Pack**

**Title: Chief Executive Officer**

**Address:**

**Scottsdale, AZ 85250**

**EMPLOYEE:**

**I HAVE READ, UNDERSTAND, AND ACCEPT THIS AGREEMENT AND HAVE BEEN GIVEN THE OPPORTUNITY TO REVIEW IT WITH INDEPENDENT LEGAL COUNSEL.**

**/s/ Georgios Stratos**

**(Signature)**

**Georgios Stratos**

**Name (Please Print)**

**November 27, 2023**

**Date**

**AZ 85253**

**EXHIBIT A**

**INVENTIONS**

**1. Prior Inventions Disclosure**. The following is a complete list of all Prior Inventions (as provided in Subsection 2.2 of the attached Employee Confidential Information and Inventions Assignment Agreement):

|  |  |  |
| --- | --- | --- |
|  | **☒** | None |

|  |  |  |
| --- | --- | --- |
|  | ☐ | See immediately below: |

**CONFI#36**

EXHIBIT 10.1

**Exhibit 10.1**

***Execution Version***

**CONFIDENTIALITY AGREEMENT**

**THIS CONFIDENTIALITY AGREEMENT** (this “**Agreement**”) is entered into as of the 1st day of October, 2021, by and between Normo Group Holdings N.V., a public limited liability company organized and existing under the laws of The Netherlands (the “**Company**”), and [NAME], an individual (the “**Director**”), and is effective upon the date of the Director’s election to serve on the Board of Directors of the Company (the “**Board**”).

**WHEREAS**, the Board is charged with managing the Company’s affairs, which includes setting the Company's policies and strategy; the Company’s executive directors are charged primarily with the Company’s day-to-day business and operations and the implementation of the Company’s strategy; the Company’s non-executive directors are charged primarily with the supervision of the performance of the duties of the Board; and each director is charged with all tasks and duties of the Board that are not delegated to one or more other specific directors by virtue of Dutch law, the Articles of Association of the Company (as amended, the “**Articles**”) or an arrangement catered for in the Articles;

**WHEREAS**, in the performance of its duties the Board shall be guided by the best interests of the Company and the enterprise connected therewith;

**WHEREAS**, in connection with the Director’s appointment, the Director will be attending meetings and reviewing materials containing certain non-public confidential and proprietary information about the Company; and

**WHEREAS**, this Agreement contains certain stipulations as to the use and disclosure of such non-public confidential and proprietary information about the Company, it being understood that this Agreement shall not prejudice any duties and obligations of the Director under applicable law.

**NOW THEREFORE**, the parties hereto, intending to be legally bound, agree as follows:

1. For purposes of this Agreement, “Confidential Information” shall mean all non-public and proprietary information that has been or will be disclosed by the Company or one of its Affiliates to the Director, whether set forth in writing, orally, electronically, or by visual inspection, which may relate to among other things, the Company’s business interests, marketing plans and ideas, manufacturing information, financial information, strategic considerations or business operations, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, designs, sketches, know-how, photographs, plans, drawings, specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, or inventions, and all other relevant information pertaining thereto which is marked as “Proprietary” or “Confidential.” Company Confidential Information may also include non-public and proprietary information of its Affiliates.

For purposes of this Agreement, the term “Affiliate” means any entity, including, without limitation, any individual, corporation, partnership, limited liability company or group, that controls, is controlled by, or is under common control, directly or indirectly through one or more intermediaries, with the Company.

2. The parties hereby agree that the following shall not be considered Confidential Information subject to this Agreement:

         (a) information that, prior to the time of disclosure, is in the public domain;

         (b) information that, after disclosure, becomes part of the public domain by publication or otherwise; provided that such publication is not in violation of this Agreement or, to the Director’s knowledge, any other confidentiality agreement to which the Director is party;

(c) information that the Director can establish in writing was already known to the Director or was in the Director’s possession prior to the time of disclosure and was not acquired, directly or indirectly, from the Company;

         (d) information that the Director lawfully received from a third party; provided however, that such third party was not obligated to hold such information in confidence; and

         (e) information that was independently developed by the Director without reference to any Confidential Information as established by appropriate documentation.

3. The Director shall not use Confidential Information of the Company for any purpose other than for the purpose of the Director’s service as a director of the Company. The Director will not disclose any such Confidential Information to any person except to the extent the Director is compelled to disclose as required by applicable law or by any securities exchange regulations, or supervisory or regulatory or governmental body pursuant to rules to which the Director is subject by a court or other tribunal of competent jurisdiction; provided, however, that in such case the Director shall immediately give as much advance notice as feasible to the Company so that the Company may seek a protective order or other remedy from said court or tribunal and the Director will provide reasonable assistance to the Company to obtain such order to the extent not prohibited by law. In any event, the Director shall disclose only that portion of the Confidential Information that, in the opinion of its legal counsel, is legally required to be disclosed and will exercise reasonable efforts to ensure that any such information so disclosed will be accorded confidential treatment by said court or tribunal. Furthermore, the restrictions contained in this Agreement shall not apply so as to prevent the Director from making a disclosure to any professional adviser for the purpose of obtaining advice in context of the performance of the duties of the Board; provided that the provisions of this Agreement shall apply to and the Director shall procure that they apply to, and are observed in relation to, the use or disclosure by such professional adviser of the information provided to such professional adviser.

4. Upon the request of the Company, the Director shall return promptly to the Company (or, at the Director’s option, destroy) all Confidential Information furnished to the Director, including any copies thereof and notes, extracts, or derivative materials based thereon (provided that if the Director so opts to destroy, the Director shall confirm and certify such destruction in writing to the Company); and until this Agreement is terminated or until the expiration of the confidentiality obligations set forth in this Agreement, shall keep confidential and not use in any way any analyses, compilations, studies or other documents which reflect any of the Confidential Information. Notwithstanding the foregoing provision, the Director shall not be required to delete the Confidential Information from back-up archival storage and may retain one (1) copy of Confidential Information in the Director’s confidential files solely for record keeping and compliance purposes provided that such retained Confidential Information is not used or disclosed except in accordance with the terms included herein.

5. Title to, and all rights emanating from the ownership of, all Confidential Information disclosed under this Agreement shall remain vested in the Company or any of its Affiliates. Nothing herein shall be construed as granting any license or option, in favor of the Director, in such Confidential Information under any patent, copyright and/or any other rights now or hereafter held by the Company or any Affiliate of the Company in or as a result of such Confidential Information other than as specifically agreed upon by the Company.

6. The Director acknowledges that, by virtue of the examination of the Confidential Information in accordance with the terms of this Agreement, the Director may have access to material, non-public information, and the Director is aware that applicable securities laws, including United States federal and state securities laws, generally prohibit any person who has material, non-public information concerning a publicly-traded company from purchasing or selling any securities of such company or from communicating such information to any other person or entity under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. The Director agrees that the Director will not use or permit any third party to use any Confidential Information in contravention of the United States federal and state securities laws, including the Securities Exchange Act of 1934, as amended, including the rules and regulations promulgated thereunder.

7. The execution and performance of this Agreement does not obligate the parties, or any of the parties’ Affiliates, to enter into any other agreement or to perform any obligations other than as specified herein or as specified in a separate agreement between the parties.

8. The Director agrees that the disclosure of Confidential Information to any third party without the express written consent of the Company may cause irreparable harm to the Company or its Affiliates and agrees that money damages may be an inadequate remedy for breach of this Agreement, and that any breach or threatened breach of this Agreement by the Director will entitle the Company or any of its Affiliates to seek specific performance of this agreement and injunctive relief, in addition to any other legal remedies available to it, in any court of competent jurisdiction. In the event of litigation relating to this Agreement, the prevailing party shall be entitled to reimbursement of reasonable fees, costs and expenses, including reasonable legal expenses, from the non-prevailing party.

9. No failure or delay by the Company or any of its Affiliates in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

10. The parties hereby agree that this Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings between the parties with respect to the handling of Confidential Information, whether written, oral, visual, audio or in any other medium whatsoever. This Agreement shall be governed and construed in accordance with by the laws of the State of Texas without reference to its conflict of laws rules. Parties hereto submit to the exclusive jurisdiction of competent courts located in the State of Texas. This Agreement may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both parties. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

11. This Agreement shall terminate and all obligations and rights hereunder shall expire upon the second anniversary of the first date on which the Director no longer serves on the Board of the Company.

12. This Agreement shall be binding on each party’s successors and assigns.

13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

[Signature page follows]

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

NORMO GROUP HOLDINGS N.V.

By:

Name:

Title:

[Signature Page to Confidentiality Agreement]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director

Signature

Name:

**CONFI#37**

MUTUAL CONFIDENTIALITY AGREEMENT

**Exhibit 10.28**

**MUTUAL CONFIDENTIALITY AGREEMENT**

Agreement between BONBON INDUSTURIES INC., a New York corporation having offices at XXX, New Jersey 07030(“BON”), and FLORENCE BRANDS LTD. having offices at XXX, Kelsey, NY 11897 (the **“Company”**), effective as of November     , 2005.

**WHEREAS,** for the purpose as stated in Section 2 below, BON and the Company (collectively referred to as the **“Parties”** and individually referred to as a **“Party”**) have determined to establish terms governing the use and protection of Confidential Information (as defined in Section 1 below) that one Party (**“Owner”**) may disclose to the other Party (**“Recipient”**).

**NOW, THEREFORE,** intending to be legally bound hereby, the Parties agree as follows:

1. **“Confidential Information”** means information that relates to the purpose stated in Section 2 below or that, although not related to such purpose, is nevertheless disclosed as a result of the Parties’ discussions in that regard, and that should reasonably have been understood by the Recipient, because of legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the Owner, an Affiliate of the Owner or to a third party. Confidential Information may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual or other means. The term **“Affiliate”** means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party.

2. A Recipient of Confidential Information may use the Confidential Information only for the purpose of [a possible business relationship or transaction]                         and only during the period of time stated in the first sentence of Section 10.

3. Recipient shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder to (i) its Affiliates who agree, in advance, in writing, to be bound by this Agreement, and (ii) to its employees and independent contractors, and its Affiliates’ employees and independent contractors, who have a need to know, for the purpose of this Agreement, and who are bound to protect the received Confidential Information from unauthorized use and disclosure under the terms of a written agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the Owner.

4. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that:

(a) Was publicly known at the time of Owner’s communication thereof to Recipient;

(b) Becomes publicly known through no fault of Recipient subsequent to the time of Owner’s communication thereof to Recipient;

(c) Was in Recipient’s possession free of any obligation of confidence at the time of Owner’s communication thereof to Recipient;

(d) Is developed by Recipient independently of and without reference to any of Owner’s Confidential Information or other information that Owner disclosed in confidence to any third party;

(e) Is rightfully obtained by Recipient from third parties authorized to make such disclosure without restriction; or

(f) Is identified in writing by Owner as no longer proprietary or confidential.

5. In the event Recipient is required by law, regulation or court order to disclose any of Owner’s Confidential Information, Recipient will promptly notify Owner in writing prior to making any such disclosure in order to facilitate Owner seeking a protective order or other appropriate remedy from the proper authority. Recipient agrees to cooperate with Owner in seeking such order or other remedy. Recipient further agrees that if Owner is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information, which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

6. All Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall be and remain the property of Owner. All such information in tangible form shall be returned to Owner promptly upon written request or the termination or expiration of this Agreement, and shall not thereafter be retained in any form by Recipient, its Affiliates, or any employees or independent contractors of Recipient or its Affiliates.

7. If a Party generates an internal work product containing the other’s Confidential Information, all tangible forms of that work product shall be handled in the same manner, and shall be fully governed by, the terms of this Agreement, as the original version of such Confidential Information. The term “internal work product” includes any hard copy, printout, electronic transfer or other transfer of all or portions of Confidential Information into any medium or discernable form.

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8. No licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied by this Agreement. Neither Party is obligated under this Agreement to purchase from or provide to the other Party any service or product.

9. Owner shall not have any liability or responsibility for errors or omissions in, or any decisions made by Recipient in reliance on, any Confidential Information disclosed under this Agreement.

10. This Agreement shall become effective as of the date first written above and shall automatically expire two (2) years after the later of (i) the execution hereof; provided, however, that prior to such expiration, either Party may terminate this Agreement at any time by written notice to the other; and (ii) the expiration of any contract or agreement between the parties for the provision of services and/or products. Notwithstanding such expiration or termination, all of Recipient’s nondisclosure obligations pursuant to this Agreement shall survive with respect to any Confidential Information received prior to such expiration or termination.

11. Except upon mutual written agreement, or as may be required by law, neither Party shall in any way or in any form disclose the existence or terms of this Agreement, the discussions that gave rise to this Agreement or the fact that there have been, or will be, discussions or negotiations covered by this Agreement.

12. The Parties acknowledge that Confidential Information is unique and valuable, and that disclosure in breach of this Agreement will result in irreparable injury to Owner for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Owner shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

13. Neither Party shall assign any of its rights or obligations hereunder, except to an Affiliate or successor in interest, without the prior, written consent of the other Party, which consent shall not be unreasonably withheld.

14. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

15. This Agreement: (a) is the complete agreement of the Parties concerning the subject matter hereof and supersedes any prior such agreements with respect to further disclosures concerning such subject matter; (b) may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both Parties; and (c) shall be governed and construed in accordance with the laws of New Jersey without regard to its choice of law provisions. The parties hereby agree that any dispute arising from the provisions of this or any other agreement between the parties may be litigated in the courts of the State of New Jersey or of the United States District Court for the District of New Jersey and the parties accordingly hereby consent to submit to the jurisdiction of such courts and expressly waive any objections or defenses based upon lack of personal jurisdiction or venue. Such reimbursement shall include all such expenses incurred prior to and at any such trial or proceeding and at all levels of appeal and post judgment proceedings.

16. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

**IN WITNESS WHEREOF,** each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |
| BONBON INDUSTRIES INC. | | |  | PARTY: FLORENCE BRANDS LTD. | | |
|  |  | |  | |  | |
| By: |  | /s/ Marianne Geysir |  | By: |  | /s/ Chuck Henslow |
| Print Name: |  | Marianne Geysir |  | Print Name: |  | Chuck Henslow |
| Title |  | Chief Executive Officer |  | Title |  | Chief Executive Officer |
| Date: |  | November 2005 |  | Date: |  | November 2005 |

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**CONFI#38**

CONFIDENTIALITY AGREEMENT

**EXHIBIT 99.9**

**CONFIDENTIALITY AGREEMENT**

**THIS CONFIDENTIALITY AGREEMENT**(“***Agreement***”) is being entered into as of January 11, 2012, between TERMIS Technologies, Inc., a Delaware corporation (“***TERMIS”***), and Montana Technology, Inc. (“***MONTANA***”).

In order to facilitate the consideration and negotiation of a possible negotiated transaction involving TERMIS and MONTANA (referred to collectively as the “***Parties***” and individually as a “***Party***”), each Party has either requested or may request access to certain non-public information regarding the other Party and the other Party’s subsidiaries. (Each Party, in its capacity as a provider of information, is referred to in this Agreement as the “***Provider***”; and each Party, in its capacity as a recipient of information, is referred to in this Agreement as the “***Recipient***.”) This Agreement sets forth the Parties’ obligations regarding the use and disclosure of such information and regarding various related matters.

The Parties, intending to be legally bound, acknowledge and agree as follows:

**1. Limitations on Use and Disclosure of Confidential Information.** Subject to Section 4 below, neither the Recipient nor any of the Recipient’s Representatives (as defined in Section 14 below) will, at any time, directly or indirectly:

**(a)**make use of any of the Provider’s Confidential Information (as defined in Section 12 below), except for the specific purpose of considering, evaluating and negotiating a possible negotiated transaction between the Parties; or

**(b)**disclose any of the Provider’s Confidential Information to any other Person (as defined in Section 14 below).

The Recipient will be liable and responsible for any breach of this Agreement by any of its Representatives and for any other action or conduct on the part of any of its Representatives that is inconsistent with any provision of this Agreement. The Recipient will (at its own expense) take all actions reasonably necessary to restrain its Representatives from making any unauthorized use or disclosure of any of the Provider’s Confidential Information.

**2. Contact Persons.** Any request by MONTANA or any of its Representatives to review any of TERMIS’s Confidential Information must be directed to TERMIS’s representatives from Loroc Peter M, Paul Z, and Mary B, or as otherwise authorized by the TERMIS. Neither MONTANA nor any of its Representatives will contact or otherwise communicate with any other Representative of TERMIS in connection with a possible negotiated transaction without the prior written authorization of TERMIS.

**3. No Representations by Provider.** The Provider will have the exclusive authority to decide what Confidential Information (if any) of the Provider is to be made available to the Recipient and its Representatives. Neither the Provider nor any of its Representatives has made or is making any representation or warranty, express or implied, as to the accuracy or completeness of any of the Provider’s Confidential Information, and neither the Provider nor any of its Representatives will have any liability to the Recipient or to any of the Recipient’s

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Representatives on any basis (including, without limitation, in contract, tort or under United States federal or state securities laws or otherwise) relating to or resulting from the use of any of the Provider’s Confidential Information or any inaccuracies or errors therein or omissions therefrom. Only those representations and warranties (if any) that are included in any final definitive written agreement that provides for the consummation of a negotiated transaction between the Parties and is validly executed on behalf of the Parties (a “***Definitive Agreement***”) will have legal effect.

**4. Permitted Disclosures.**

**(a)**Notwithstanding the limitations set forth in Section 1 above:

**(i)**the Recipient may disclose Confidential Information of the Provider if and to the extent that the Provider consents in writing to the Recipient’s disclosure thereof;

**(ii)**subject to Section 4(b) below, the Recipient may disclose Confidential Information of the Provider to any Representative of the Recipient, but only to the extent such Representative (A) needs to know such Confidential Information for the purpose of helping the Recipient evaluate or negotiate a possible negotiated transaction between the Parties, and (B) has been provided with a copy of this Agreement and has agreed to abide and be bound by the provisions hereof or is otherwise bound by confidentiality obligations at least as restrictive as those contained in this Agreement; and

**(iii)**subject to Section 4(c) below, the Recipient may disclose Confidential Information of the Provider to the extent required by applicable law or governmental regulation or by valid legal process.

**(b)**If prior to disclosing certain specific Confidential Information, the Provider delivers to the Recipient a written notice stating that the certain Confidential Information of the Provider may be disclosed only to specified Representatives of the Recipient, then, notwithstanding anything to the contrary contained in Section 4(a)(ii) above, the Recipient shall not thereafter disclose or permit the disclosure of any of such Confidential Information to any other Representative of the Recipient.

**(c)**If the Recipient or any of the Recipient’s Representatives is required by law or governmental regulation or by subpoena or other valid legal process to disclose any of the Provider’s Confidential Information to any Person, then the Recipient will promptly provide the Provider with written notice of the applicable law, regulation or process so that the Provider may seek a protective order or other appropriate remedy. The Recipient and its Representatives will reasonably cooperate with the Provider and the Provider’s Representatives in any attempt by the Provider to obtain any such protective order or other remedy. If the Provider elects not to seek, or is unsuccessful in obtaining, any such protective order or other remedy in connection with any requirement that the Recipient disclose Confidential Information of the Provider, then the Recipient may disclose such Confidential Information to the extent legally required; *provided, however,* that the Recipient and its Representatives will use their reasonable best efforts to

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ensure that such Confidential Information is treated confidentially by each Person to whom it is disclosed.

**5. Return of Confidential Information.** Upon the Provider’s request, the Recipient and its Representatives will promptly deliver to the Provider, or at the Recipient’s election, destroy any of Provider’s Confidential Information (and all copies thereof) obtained or possessed by the Recipient or any of its Representatives; *provided, however,* that, in the event Recipient and its Representatives elect to destroy such Confidential Information, the Recipient shall deliver to Provider a certificate confirming such destruction. Notwithstanding the foregoing, the Recipient and its Representatives may retain copies of the Confidential Information to the extent that such retention is required to demonstrate compliance with applicable law or governmental rule or regulation, to the extent included in any board or executive documents relating to the proposed business relationship, and in its archives for backup purposes subject to the confidentiality provisions of this Agreement. Notwithstanding the delivery to the Provider (or the destruction or retention by the Recipient or its Representatives) of Confidential Information of the Provider pursuant to this Section 5, the Recipient and its Representatives will continue to be bound by their confidentiality obligations and other respective obligations under this Agreement and shall not access such information for any purpose other than to destroy or delete it or as may be required by applicable law or governmental rule or regulation.

**6. Authority to Disclose Confidential Information; Warranty Disclaimer.**Each Party represents that it has the legal right to possess and disclose any Confidential Information disclosed hereunder. The Parties make no express or implied representation or warranty as to the accuracy or completeness of any of the information furnished to each other or their respective Representatives pursuant hereto. Neither Party nor any of their Representatives shall have any liability to the other Party or its Representatives relating to or arising from reliance upon the accuracy of any information or any errors or omissions therein. For purposes of this Section 6, “information” is deemed to include all information furnished by a Party or its Representatives to the other Party or its Representatives, regardless of whether such information constitutes “Confidential Information” as defined in Section 12. Further, nothing in this Agreement shall be construed as prohibiting or restricting either party from independently developing, acquiring, and marketing products, services, and other materials, which are similar to or competitive in any geographic area and in any form with the other party’s product(s) or service(s) so long as such party is not in breach of its confidentiality obligations and restrictions of use of Confidential Information as set forth in this Agreement.

**7. No Prohibition on Independent Development; Use of Residuals.** The terms of this Agreement shall not be construed to limit either Party’s right to independently develop or acquire products without use of the other Party’s Confidential Information. Further, the recipient Party shall be free to use for any purpose the residuals resulting from access to or work with the Confidential Information of the disclosing Party, provided that the recipient Party shall not disclose the Confidential Information except as expressly permitted under the terms of this Agreement. The term “residuals” means information in intangible form, which is retained in the unaided memory of persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. The recipient Party shall not have any obligation to limit or restrict

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the assignment of such persons or to pay royalties for any work resulting from the use of residuals, however, this Section shall not be deemed to grant to the recipient Party a license under the disclosing Party’s copyrights or patents.

**8. No Obligation to Pursue Transaction.** Unless the Parties enter into a Definitive Agreement, no agreement providing for a transaction involving either of the Parties will be deemed to exist between the Parties, and neither Party will be under any obligation to negotiate or enter into any such agreement or transaction with the other Party. Each Party reserves the right, in its sole discretion: (a) to conduct any process it deems appropriate with respect to any transaction or proposed transaction involving such Party and to modify any procedures relating to any such process without giving notice to the other Party or any other Person; (b) to reject any proposal made by the other Party or any of the other Party’s Representatives with respect to a transaction involving such Party; and (c) to terminate discussions and negotiations with the other Party at any time. Each Party recognizes that, except as expressly provided in any binding written agreement between the Parties that is executed on or after the date of this Agreement: (i) the other Party and its Representatives will be free to negotiate with, and to enter into any agreement or transaction with, any other interested party; and (ii) such Party will not have any rights or claims against the other Party or any of the other Party’s Representatives arising out of or relating to any transaction or proposed transaction involving the other Party.

**9. No Waiver.** No failure or delay by either Party or any of its Representatives in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, and no single or partial exercise of any such right, power or privilege will preclude any other or future exercise thereof or the exercise of any other right, power or privilege under this Agreement. No provision of this Agreement can be waived or amended except by means of a written instrument that is validly executed on behalf of both of the Parties and that refers specifically to the particular provision or provisions being waived or amended.

**10. Remedies.** Each Party acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement by such Party or by any of such Party’s Representatives and that the other Party would suffer irreparable harm as a result of any such breach. Accordingly, each Party will also be entitled to equitable relief, including injunction and specific performance, as a remedy for any breach or threatened breach of this Agreement by the other Party or any of the other Party’s Representatives. The equitable remedies referred to above will not be deemed to be the exclusive remedies for a breach of this Agreement, but rather will be in addition to all other remedies available at law or in equity to the Parties. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that either Party or any of its Representatives has breached this Agreement, such Party will be liable for, and will pay to the other Party and the other Party’s Representatives, the reasonable legal fees incurred by the other Party and the other Party’s Representatives in connection with such litigation (including any appeal relating thereto).

**11. Successors and Assigns; Applicable Law; Jurisdiction and Venue.** This Agreement will be binding upon and inure to the benefit of each Party and its Representatives and their respective heirs, successors and assigns. This Agreement will be governed by and

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construed in accordance with the laws of the State of Delaware (without giving effect to principles of conflicts of laws). Each Party: (a) irrevocably and unconditionally consents and submits to the jurisdiction of the state and federal courts located in the State of Delaware for purposes of any action, suit or proceeding arising out of or relating to this Agreement; (b) agrees that service of any process, summons, notice or document by U.S. registered mail to the address set forth opposite the name of such Party at the end of this Agreement shall be effective service of process for any such action, suit or proceeding brought against such Party; (c) irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement in any state or federal court located in the State of Delaware; and (d) irrevocably and unconditionally waives the right to plead or claim, and irrevocably and unconditionally agrees not to plead or claim, that any action, suit or proceeding arising out of or relating to this Agreement that is brought in any state or federal court located in the State of Delaware has been brought in an inconvenient forum.

**12. Confidential Information.**For purposes of this Agreement, the Provider’s “***Confidential Information***” will be deemed to include only the following:

(a) any information (including any technology, know-how, patent application, test result, research study, business plan, budget, forecast or projection) relating directly or indirectly to the business of the Provider, any predecessor entity or any subsidiary or other affiliate of the Provider (whether prepared by the Provider or by any other Person and whether or not in written form) that is or that has at any time been made available to the Recipient or any Representative of the Recipient by or on behalf of the Provider or any Representative of the Provider;

(b) any memorandum, analysis, compilation, summary, interpretation, study, report or other document, record or material that is or has been prepared by or for the Recipient or any Representative of the Recipient and that contains, reflects, interprets or is based directly or indirectly upon any information of the type referred to in clause “(a)” of this sentence;

(c) the existence and terms of this Agreement, and the fact that information of the type referred to in clause “(a)” of this sentence has been made available to the Recipient or any of its Representatives; and

(d) the fact that discussions or negotiations are or may be taking place with respect to a possible transaction involving the Parties, and the proposed terms of any such transaction.

However, the Provider’s “Confidential Information” will not be deemed to include:

(i) any information that is or becomes generally available to the public other than as a direct or indirect result of the disclosure of any of such information by the Recipient or by any of the Recipient’s Representatives;

(ii) any information that was in the Recipient’s possession prior to the time it was first made available to the Recipient or any of the Recipient’s Representatives by or

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on behalf of the Provider or any of the Provider’s Representatives, provided that the source of such information was not and is not known to the Recipient to be bound by any contractual or other obligation of confidentiality to the Provider or to any other Person with respect to any of such information;

(iii) any information that becomes available to the Recipient on a non-confidential basis from a source other than the Provider or any of the Provider’s Representatives, provided that such source is not known to the Recipient to be bound by any contractual or other obligation of confidentiality to the Provider or to any other Person with respect to any of such information; or

(iv) any information that is developed by or on behalf of the Recipient independently of the disclosure of Confidential Information and without reference to or use of Confidential Information.

**13. Trading in Securities.** The Recipient acknowledges and agrees that it is aware (and that the Recipient’s Representatives are aware or will be advised by the Recipient) that Confidential Information being furnished by the Provider contains material, non-public information regarding the Provider and that the United States securities laws prohibit any Person who has such material, non-public information from purchasing or selling securities of the Provider on the basis of such information or from communicating such information to any Person under circumstances in which it is reasonably foreseeable that such Person is likely to purchase or sell such securities on the basis of such information.

**14. Miscellaneous.**

(a) For purposes of this Agreement, a Party’s “Representatives” will be deemed to include each Person that is or becomes (i) a subsidiary of such Party or (ii) an officer, director, employee, partner, attorney, advisor, accountant, or agent of such Party or of any of such Party’s subsidiaries (excluding if Recipient is a private equity fund or similar fund, any portfolio company). A Party’s Representatives will not include any potential financing sources, unless TERMIS consents in writing to a specific financing source becoming a Representative and the specific financing source enters into a separate confidentiality agreement with TERMIS.

(b) The term “Person,” as used in this Agreement, will be broadly interpreted to include any individual and any corporation, partnership, entity, group, tribunal or governmental authority.

(c) The bold-faced captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

(d) Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

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(e) By making Confidential Information or other information available to the Recipient or the Recipient’s Representatives, the Provider is not, and shall not be deemed to be, granting (expressly or by implication) any license or other right under or with respect to any patent, trade secret, copyright, trademark or other proprietary or intellectual property right. Neither the Recipient nor the Recipient’s Representatives shall file any patent application containing any claim to any subject matter derived from the Confidential Information of the Provider.

(f) To the extent that any Confidential Information includes materials or other information that may be subject to the attorney-client privilege, work product doctrine or any other applicable privilege or doctrine concerning any Confidential Information or any pending, threatened or prospective action, suit, proceeding, investigation, arbitration or dispute, it is acknowledged and agreed that the Parties have a commonality of interest with respect to such Confidential Information or action, suit, proceeding, investigation, arbitration or dispute and that it is the Parties’ mutual desire, intention and understanding that the sharing of such materials and other information is not intended to, and shall not, affect the confidentiality of any of such materials or other information or waive or diminish the continued protection of any of such materials or other information under the attorney-client privilege, work product doctrine or other applicable privilege or doctrine. Accordingly, all Confidential Information that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege or doctrine shall remain entitled to protection thereunder and shall be entitled to protection under the joint defense doctrine, and the Parties agree to take all measures necessary to preserve, to the fullest extent possible, the applicability of all such privileges or doctrines.

(g) This Agreement constitutes the entire agreement between the Recipient and the Provider regarding the subject matter hereof and supersedes any prior agreement between the Recipient and the Provider regarding the subject matter hereof.

(h) This Agreement shall continue in full force and effect for a period of three years from the effective date of this Agreement. This Agreement may be terminated by either party at any time upon ten (10) days written notice to the other party. The termination of this Agreement shall not relieve the Recipient of the obligations imposed by Sections 1, 4 5, 9 through 14 inclusive of this Agreement which shall survive any such termination and continue for a period of three (3) years from the date of execution of this Agreement.. Nothing herein is intended to limit or abridge the protection of trade secrets under applicable trade secrets law, and the protection of trade secrets by the Recipient shall be maintained as such until they fall into the public domain.

(i) The Recipient agrees not to export, directly or indirectly, any U.S. source technical data acquired from the Provider or any products utilizing such data to countries outside the United States, which export may be in violation of the United States export laws or regulations.

(j) The Parties hereto confirm their agreement that this Agreement, as well as any amendment hereto and all other documents related hereto, including legal notices, shall be in the English language only.

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(k) This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

The parties have caused this Agreement to be executed as of January 11, 2012.

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| **TERMIS TECHNOLOGIES, INC.** | | |  |  |  | **MONTANA TECHNOLOGY, INC.** | | |
|  |  | |  | |  | |  | |
| By: |  | /s/ Faith Ogambe |  |  |  | By: |  | /s/ Todd Varta |
|  |  | |  | |  | |  | |
| Title: |  | Chief Legal Officer |  |  |  | Title: |  | Todd Varta |
|  |  |  |  |  |  |  |  | Vice President |
| Address: |  | XX, MD 20814 |  |  |  |  |  | Associate General Counsel |
|  |  |  |  |  | Address: |  | XXXX |
|  |  |  |  |  |  |  |  | San Francisco, CA 94105 |
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**ADDENDUM TO CONFIDENTIALITY AGREEMENT**

This Addendum (“Addendum”) to the Confidentiality Agreement, dated as of November 13, 2012 (“Addendum Effective Date”), is made part of and incorporated by reference into the Confidentiality Agreement, dated as of January 11, 2012 (the “NDA”), between TERMIS Technologies, Inc. (“TERMIS”) and Montana Technology, Inc. (“Montana”). All capitalized terms used in this Addendum that are not defined herein shall have the meaning given to them in the NDA.

1. As of the Addendum Effective Date, neither Montana nor any of Montana’s Representatives shall disclose to any Person, including any Representative of Montana, any Confidential Information disclosed by TERMIS, other than to the designated Representatives of Montana set forth from time to time on Exhibit A hereto (collectively, the “Montana Integration Team”); provided, members of the Montana Integration Team may share an aggregated summary of relevant information (“Summary Information”) with Representatives of Montana who are not members of the Montana Integration Team, only after such Summary Information is reviewed and agreed to by TERMIS’s outside antitrust counsel on behalf of TERMIS. Notwithstanding anything to the contrary contained herein, at any time, or from time to time, Montana may designate additional Representatives of Montana as members of the Montana Integration Team by delivery of a revised Exhibit A to TERMIS.

2. As of the Addendum Effective Date, neither TERMIS nor any of TERMIS’s Representatives shall disclose to any Person, including any Representative of TERMIS, any Confidential Information disclosed by Montana, other than to the designated Representatives of TERMIS set forth from time to time on Exhibit B hereto (the “TERMIS Integration Team”); provided, members of the TERMIS Integration Team may share Summary Information with Representatives of TERMIS who are not members of the TERMIS Integration Team, only after such Summary Information is reviewed and agreed to by Montana’s outside antitrust counsel on behalf of Montana. Notwithstanding anything to the contrary contained herein, at any time, or from time to time, TERMIS may designate additional Representatives of TERMIS as members of the TERMIS Integration Team by delivery of a revised Exhibit B to Montana.

3. Each of TERMIS and Montana hereby agree that any Confidential Information furnished to it will be used on and after the Addendum Effective Date only for the sole and limited purpose of integration planning and for no other purpose, other than in compliance with Section 2 or Section 3, as applicable, of this Addendum.

4. This Addendum to the NDA shall be binding upon all signatories until the earlier to occur of: (a) the period of and as specified in the NDA; or (b) the effective time of the merger of Acquisition Sub with and into TERMIS pursuant to the Merger Agreement.

*[Remainder of page left intentionally blank]*

The parties have caused this Addendum to Confidentially Agreement to be executed as of the date first written above.

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| **MONTANA TECHNOLOGY, INC.** | | |
|  |  | |
| By: |  | /s/ Helen Base-Ment |
| Name: |  | Helen Base-Ment |
| Title: |  | Chairman and Chief Executive Officer |

ACKNOWLEDGED AND AGREED:

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| **TERMIS TECHNOLOGIES, INC.** | | |
|  |  | |
| By: |  | /s/ Paul O. Marco |
| Name: |  | Paul O. Marco |
| Title: |  | Chairman and Chief Executive Officer |

**CONFI#39**

CONFIDENTIALITY AGREEMENT

**Exhibit (d)(4)**

THIS AGREEMENT (the “Agreement”), effective on September 8, 2020 between **Blech, Inc.**, a Delaware Corporation, for itself and its subsidiaries and affiliates (“Discloser”) and **PUNTAR PARTNERS, LLC** (the “Recipient”), is to protect confidential information disclosed by the Discloser to the Recipient. The parties agree as follows:

**1. Confidential Information.**

Confidential Information means all information that is disclosed or otherwise made available concerning the Discloser’s business including, but not limited to, all tangible, intangible, visual, or electronic, present, or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and know-how; (d) business information, including operations, planning, marketing interests, and products; and (e) employee, customer and vendor information, including names, addresses and contact information, and end user information. Confidential information shall include information disclosed (i) in writing marked as confidential or proprietary, (ii) orally when identified as confidential at the time of disclosure, or (iii) which by its nature and given the circumstances surrounding its disclosure should reasonably be considered confidential.

**2. Confidential Information Exceptions.**

The Recipient does not have an obligation to protect Confidential Information that is: (a) in the public domain through no fault of the Recipient; (b) already within the legitimate possession of the Recipient, with no known confidentiality obligations to a third party; (c) lawfully received from a third party having rights in the information without restriction; (d) independently developed by the Recipient without breaching this Agreement and without, either direct or indirect, access to or reliance on the Confidential Information; or (e) disclosed with the prior written consent of the Discloser.

**3. Compelled Disclosure.**

If Confidential Information is required to be produced by law*,*court order, or governmental authority, the Recipient, to the extent practicable under the circumstances, must promptly notify the Discloser of such obligation so that Discloser may seek to avoid or minimize the required disclosure and/or obtain

a protective order or other appropriate relief to ensure that any information so disclosed is maintained in confidence to the maximum extent possible by the tribunal or agency or other person receiving the disclosure, or, so that in the discretion of Discloser, Discloser may waive compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, Recipient is compelled to disclose the Confidential Information or else stand liable for contempt or suffer other sanction, censure or penalty, Recipient will disclose only so much of the Confidential Information to the party compelling disclosure as Recipient believes in good faith on the basis of advice of counsel is required by law.

**4. Term.**

The term of this Agreement is 1 year from the effective date (“Term”). Either party may terminate the Agreement at any time on 60 days written notice, unless another agreement between the parties provides differently. To the extent any Confidential Information constitutes a trade secret under applicable law, the obligations of confidentiality shall remain for so long as such information constitutes a trade secret; provided that prior to disclosing any trade secret, Discloser shall notify Recipient in writing of Discloser’s intent and Recipient shall approve receipt of trade secret in writing. Early termination of this Agreement does not relieve the Recipient of its obligations for Confidential Information exchanged before the effective date of termination.

**5. Use of and Duty of Care to Protect Confidential Information.**

The Recipient will use the Confidential Information solely for the limited purpose of evaluating and/or performing the proposed business transaction. Confidential Information may not be disclosed to any third party without the written consent of the Discloser. Recipient may disclose the Confidential Information to Recipient’s affiliates, directors, officers, employees, financing sources and advisors solely to the extent necessary to evaluate or perform the proposed business transaction. The Recipient must provide at least the same reasonable care to avoid unauthorized disclosure or use of the Confidential Information as it provides to protect its own confidential information of a similar nature. The Recipient will not reproduce Confidential Information except to accomplish the purpose of this Agreement.

Page 1 of 4

**6. Ownership.**

Confidential Information remains the property of the Discloser. No rights, licenses, trademarks, inventions, copyrights, patents, or other intellectual property rights are implied or granted under this Agreement, except to use the Confidential Information as provided in this Agreement. On termination of this Agreement or at the Discloser’s request, all written, recorded, graphical, or other tangibleConfidential Information, including copies, must be returned to the Discloser or destroyed by the Recipient. At the request of the Discloser, the Recipient will furnish a certificate certifying that any Confidential Information not returned to the Discloser has been destroyed.

**7. No Warranties.**

All Confidential Information is provided “AS IS.” Discloser will not be liable to Recipient for damages arising from any use of the Confidential Information, from errors, omissions or otherwise.

**8. Right to Enjoin Disclosure.**

The parties acknowledge that a Recipient’s unauthorized disclosure or use of Confidential Information will result in irreparable harm. If there is a breach or threatened breach of this Agreement the Discloser shall be entitled to a temporary restraining order and injunction to protect its Confidential Information, without the necessity of posting any bond or undertaking in connection therewith. This provision does not alter any other remedies available to either party. The party who has breached or threatened to breach this Agreement will not raise the defense of an adequate remedy at law. additional business relationship between the parties will be governed by a separate agreement.

**9. No Future Obligations.**

The exchange of Confidential Information between the parties is not and does not create an obligation on the part of either party to enter into any subsequent agreement or business relationship with the other party. Any additional business relationship between the parties will be governed by a separate agreement.

**10. Securities Laws.**

Recipient hereby acknowledges that it is aware, and that it will advise any persons who are informed as to the matters which are the subject of this Agreement, that the United States securities laws prohibit any person who has received from an issuer material, non-public information concerning the matters which are the subject of this Agreement, from purchasing or selling securities of such issuer, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

**11. Standstill**

As of the date of this agreement, the Recipient (including its parent company, subsidiaries and affiliates) does not own any of the Discloser’s Voting Securities (as defined below). Further, the Recipient agrees that, for a period starting on the date of this letter agreement and ending on the earlier of twelve (12) months after the date of this agreement and the occurrence of a Significant Event (as defined below) (the “Standstill Period”), it will not, unless invited or consented to by the Discloser in writing, (i) acquire, agree to acquire or make any public proposal to acquire any of the Discloser’s Voting Securities or assets of the Discloser; (ii) propose publicly to enter into any merger or acquisition transaction or other Business Combination relating to all or part of the Discloser or its subsidiaries (including any acquisition transaction for all or substantially all of the assets of the Discloser and its subsidiaries or any of their respective businesses); (iii) make, or in any way participate in, directly or indirectly, any “solicitation” of “proxies” (as such terms are used in the proxy rules under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) to vote, or publicly seek to advise or influence any person or entity with respect to the voting of any voting securities of the Discloser, or (iv) form, join or in any way participate in a “group” (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) (a “13D Group”) with respect to any voting securities of the Discloser.

For purposes of this agreement, (i) a “Significant Event” means the Discloser’s public disclosure of its intent to enter into a board approved merger, sale or other Business Combination transaction pursuant to which the outstanding shares of common stock of the Discloser would be converted into cash or securities of another person or 13D Group or 50% or more of the then outstanding shares of common stock of the Discloser would be owned by persons other than the

Page 2 of 4

then current holders of shares of common stock of the Discloser, or which would result in all or a substantial portion of the Discloser’s assets being sold to any person or 13D Group; (ii) “Business Combination” means (A) any merger, consolidation, share exchange reorganization or other business combination transaction involving the Discloser or any of its subsidiaries, (B) any sale, dividend, split or other disposition of any capital stock or other equity interests of the Discloser or any of its subsidiaries, (C) any tender offer, exchange offer, recapitalization, restructuring, liquidation, dissolution or similar or extraordinary transaction involving the Discloser or any of its subsidiaries, (D) any sale, dividend or other disposition of all or a material or significant portion of the assets and properties of the Discloser or any of its subsidiaries (including by way of exclusive license or joint venture formation) or (E) the entering into of any agreement or understanding, the granting of any rights or options, or the acquiescence of the Discloser or any of its subsidiaries, with respect to any of the foregoing, and (iii) “Voting Securities” means at any time shares of any class of capital stock of the Discloser which are then entitled to vote generally in the election of directors and any securities convertible or exchangeable into or exercisable for any such shares; provided, that for purposes of this definition any securities of the Discloser which at such time are convertible or exchangeable into or exercisable for such shares of the Discloser shall be deemed to have been so converted, exchanged or exercised.

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| **12.** | **Employment Non-Solicit** |

Recipient acknowledges and agrees that Confidential Information is being furnished in consideration of this Agreement and that Recipient will not (nor will their respective agents advise or encourage others to), directly or indirectly, unless specifically consented to in advance in writing by the Discloser, solicit for employment (other than advertising or public solicitation that is not a targeted solicitation) any officer, key employee or operational or sales personnel of the Discloser during the term of this Agreement (including any subsidiary or division thereof). This non-solicitation covenant shall remain in

effect during the term of this Agreement. Notwithstanding the foregoing, Recipient shall not be prohibited from soliciting any such persons (i) who are no longer employed by the Discloser (including any subsidiary or division thereof) or (ii) who first approach the Recipient prior to any direct or indirect solicitation by or on behalf of the Recipient or its agents.

**13. General.**

This Agreement: (a) is governed by applicable federal law and regulations and the law of New York, without regard for its choice of law provisions; (b) represents the parties’ entire understanding regarding Confidential Information, and supersedes any prior agreements or discussions, written or oral, regarding Confidential Information; (c) may be modified only by written amendment signed by the parties; (d) is to be considered severable, and if any provision of this Agreement is deemed illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable; (e) contains headings for reference only; these headings have no effect on any provision’s meaning; (f) and (f) does not extend to any third-party beneficiaries. If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party, and no waiver will be effective unless in writing and signed by the party against whom enforcement is sought. In the event of litigation to enforce the terms and conditions of this Agreement, the losing party agrees to pay the prevailing party’s costs and expenses incurred including, without limitation, reasonable attorneys’ fees. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT. This Agreement may be executed in one or more counterparts, each of which is an original, but taken together constituting one and the same instrument. Execution of a facsimile copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature.

By signing below, the parties agree to this Agreement’s terms effective on the date written above.

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| **[Discloser]** | | |  |  |  |  |  | **PUNTAR PARTNERS, LLC** |
|  |  | |  | |  | |  | |
| **By:** |  |  |  |  |  | **By:** |  |  |
|  |  | |  | |  | |  | |
|  |  | /s/ Juli Myers |  |  |  |  |  | /s/ Fred Mantle |
|  |  | **Authorized Signature** |  |  |  |  |  | **Authorized Signature** |
|  |  | |  | |  | |  | |
|  |  | Juli Myers, CFO |  |  |  |  |  |  |
|  |  | **Name & Title (type or print)** |  |  |  |  |  | **Fred Mantle, Managing Director** |
|  |  | |  | |  | |  | |
|  |  | September 9, 2020 |  |  |  |  |  | 9/8/2020 |
|  |  | **Date** |  |  |  |  |  | **Date** |
|  |  | |  | |  | |  | |
|  |  | **Address:** |  |  |  |  |  | **New York, New York 10165** |
|  |  | Buffalo, NY 14202 |  |  |  |  |  |  |

**CONFI#40**

**Exhibit 10.1**

September 25, 2023

Gill Beams

, CA 95037

**Re: Employment Terms**

Dear Gill:

**Ferncrest, Inc.** (the “***Company***”) is pleased to offer you employment beginning on September 28, 2023 (the “***Start Date***”).

**Position**

Your initial position will be Chief Financial Officer, responsible for performing such duties as are assigned to you from time to time, reporting to the Chief Executive Officer of the Company. You will work remotely from your home in Morgan Hill, California. Your position will be hourly part-time, with a typical work schedule of up to 10 hours per week. You will be scheduled according to the Company’s needs, and the Company does not guarantee you any minimum number of hours of work per week. Of course, the Company may change your position, duties, and work location from time to time in its discretion.

The Company acknowledges and agrees that you will be permitted to continue performing consulting services for other businesses, provided that such activities are not directly or indirectly competitive with the Company.

**Compensation and Benefits**

Your rate of pay will be $400 per hour, less payroll deductions and withholdings, paid on the Company’s normal payroll schedule. You must record your hours worked on a daily basis, including your start and stop times (including meal periods, if applicable).

As a part-time employee, under the terms of the Company’s benefits plan and policies, you will not be eligible for company benefits that are otherwise offered to regular full-time employees, except as required by applicable law.

**Confidential Information and Company Policies**

As a Company employee, you will be expected to abide by Company rules and policies. As a condition of employment, you must sign and comply with the attached Employee Confidential Information and Inventions Assignment Agreement which prohibits unauthorized use or disclosure of the Company’s proprietary information, among other obligations.

By signing this letter you are representing that you have full authority to accept this position and perform the duties of the position without conflict with any other obligations and that you are not involved in any situation that might create, or appear to create, a conflict of interest with respect to your loyalty or duties to the Company. You specifically warrant that you are not subject to an employment agreement or restrictive covenant preventing full performance of your duties to the Company. You agree not to bring to the Company or use in the performance of your responsibilities at the Company any materials or documents of a former employer that are not generally available to the public, unless you have obtained express written authorization from the former employer for their possession and use. You also agree to honor all obligations to former employers during your employment with the Company.

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**At-Will Employment**

Your employment with the Company will be “at-will,” except where prohibited by state law. You may terminate your employment with the Company at any time and for any reason whatsoever simply by notifying the Company. Likewise, the Company may terminate your employment at any time, with or without cause or advance notice. Your employment at-will status can only be modified in a written agreement signed by you and by a duly authorized officer of the Company.

**Conditions, Dispute Resolution, and Complete Agreement**

This offer is contingent upon a satisfactory reference check and satisfactory proof of your right to work in the United States. If the Company informs you that you are required to complete a background check, this offer is contingent upon satisfactory clearance of such background check. You agree to assist as needed and to complete any documentation at the Company’s request to meet these conditions.

To aid the rapid and economical resolution of disputes that may arise in connection with your employment with the Company, and in exchange for the mutual promises contained in this offer letter, you and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims arising from or relating to the enforcement, breach, performance, or interpretation of this letter agreement, your employment with the Company, or the termination of your employment, shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration conducted by JAMS, Inc. (“***JAMS***”) or its successor, under JAMS’ then applicable rules and procedures appropriate to the relief being sought (available upon request and also currently available at the following web address: (i) https://www.jamsadr.com/rules-employment-arbitration/) and (ii) https://www.jamsadr.com/rules-comprehensive-arbitration/) at a location closest to where you last worked for the Company or another mutually agreeable location. Notwithstanding the foregoing, if JAMS is unavailable due to location or otherwise, or if the parties mutually agree, then the arbitration shall be conducted by the American Arbitration Association (“AAA”) or its successor, under AAA’s then applicable rules and procedures appropriate to the relief being sought (available upon request and also currently available at the following web address: https://www.adr.org/sites/default/files/EmploymentRules-Web.pdf), at a location closest to where you last worked for the Company or another mutually agreeable location. **You acknowledge that by agreeing to this arbitration procedure, both you and the Company waive the right to resolve any such dispute through a trial by jury or judge.**The Federal Arbitration Act, 9 U.S.C. § 1 et seq., will, to the fullest extent permitted by law, govern the interpretation and enforcement of this arbitration agreement and any arbitration proceedings. This provision shall not be mandatory for any claim or cause of action to the extent applicable law prohibits subjecting such claim or cause of action to mandatory arbitration and such applicable law is not preempted by the Federal Arbitration Act or otherwise invalid (collectively, the “***Excluded Claims***”), such as non-individual claims that cannot be waived under applicable law, claims or causes of action alleging sexual harassment or a nonconsensual sexual act or sexual contact, or unemployment or workers’ compensation claims brought before the applicable state governmental agency. In the event you or the Company intend to bring multiple claims, including one of the Excluded Claims listed above, the Excluded Claims may be filed with a court, while any other claims will remain subject to mandatory arbitration. You acknowledge and agree that proceedings of any non-individual claim(s) under the California Private Attorneys General Act (“PAGA”) that may be brought in court shall be stayed for the duration and pending a final resolution of the arbitration of any individual or individual PAGA claim. Nothing herein prevents you from filing and pursuing proceedings before a federal or state governmental agency, although if you choose to pursue a claim following the exhaustion of any applicable administrative remedies, that claim would be subject to this provision. In addition, with the exception of Excluded Claims arising out of 9 U.S.C. § 401 et seq., all claims, disputes, or causes of action under this section, whether by you or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class, representative, or collective proceeding, nor joined or consolidated with the claims of any other person or entity. **You acknowledge that by agreeing to this arbitration procedure, both you and the Company waive all rights to have any dispute be brought, heard, administered, resolved, or arbitrated on a class, representative, or collective action basis**. The arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. If a court finds, by means of a final decision, not subject to any further appeal or recourse, that the preceding sentences regarding class, representative, or collective claims or proceedings violate applicable law or are otherwise found unenforceable as to a particular claim or request for relief, the parties agree that any such claim(s) or request(s) for relief be severed from the arbitration and may proceed in a court of law rather than by arbitration. All other claims or requests for relief shall be arbitrated. You will have the right to be represented by legal counsel at any arbitration proceeding. Questions of whether a claim is subject to arbitration and procedural questions which grow out of the dispute and bear on the final disposition are matters for the arbitrator to decide, provided however, that if required by applicable law, a court and not the arbitrator may determine the enforceability of this paragraph with respect to Excluded Claims. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator’s essential findings and conclusions on which the award is based. The arbitrator shall be authorized to award all relief that you or the Company would be entitled to seek in a court of law. The Company shall pay all arbitration administrative fees in excess of the administrative fees that you would be required to pay if the dispute were decided in a court of law. Each party is responsible for its own attorneys’ fees, except as may be expressly set forth in your Employee Confidential Information and Inventions Assignment Agreement or as otherwise provided under applicable law. Nothing in this letter agreement is intended to prevent either you or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction.

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This letter, together with your Employee Confidential Information and Inventions Assignment Agreement, forms the complete and exclusive statement of your employment agreement with the Company. It supersedes any other agreements or promises made to you by anyone, whether oral or written. You acknowledge and agree that you are not relying on any representations other than the terms set forth in this letter. Changes in your employment terms, other than those changes expressly reserved to the Company’s discretion in this letter, require a written modification signed by a duly authorized officer of the Company. If any provision of this offer letter agreement is determined to be invalid or unenforceable, in whole or in part, this determination shall not affect any other provision of this offer letter agreement and the provision in question shall be modified so as to be rendered enforceable in a manner consistent with the intent of the parties insofar as possible under applicable law. This letter may be delivered and executed via 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 shall be deemed to have been duly and validly delivered and executed and be valid and effective for all purposes.

\*         \*         \*

Please sign and date this letter and the enclosed Employee Confidential Information and Inventions Assignment Agreement and return them to me by **September 27, 2023**, if you wish to accept employment at the Company under the terms described above.

We look forward to your favorable reply and to a productive and enjoyable work relationship.

Sincerely,

|  |  |  |
| --- | --- | --- |
| */s/ Arthur Rubin* |  |  |
| Arthur Rubin, Chief Executive Officer |  |  |
|  |  |  |
| Understood and Accepted: |  |  |
|  |  |  |
| */s/ Gill Beams* |  | 9/26/23 |
| Gill Beams |  | Date |
|  |  |  |
|  |  |  |

Attachment: Employee Confidential Information and Inventions Assignment Agreement