



PROTECTIVE COVENANTS AGREEMENT

THIS PROTECTIVE COVENANTS AGREEMENT (the “Agreement”) is made as of the 27th day of October 2021 between Patrick Choh (the “Contractor”) and KBM Group, LLC (“KBM Group” or the “Company”), doing business as Choreograph.

WITNESSETH:

In consideration of the Contractor’s assignment by KBM Group, the compensation and other benefits received by the Contractor from KBM Group and/or its parents and/or affiliates during his/her assignment (including, without limitation, the right to participate in any stock option plan or, stock ownership), the confidential information regarding the Company and its clients the Contractor will be provided, with, and such other good and valuable consideration as set forth herein, receipt of which is hereby acknowledged, the Contractor hereby agrees as follows:

1. **Property.** All data, reports, manuals, listings (including customer listings and contacts), drawings, prints, manuals, software, computer images, illustrations, photos, designs, notebooks, reports, correspondence and any other documents or equipment furnished to or prepared or obtained by Contractor during the course of or in connection with his/her assignment with KBM Group is and shall be the sole and exclusive property of KBM Group or its clients, as the case may be, and Contractor shall promptly turn over to KBM Group all such items (in whatever media or forms they may be) upon the request of KBM Group or upon the termination of Contractor’s assignment with KBM Group for any reason.

Contractor hereby assigns to KBM Group, or its designee(s), all of Contractor’s right, title and interest in and to any and all materials, including without limitation, all original works of authorship, developments, concepts, improvements, formulas, algorithms, software, technology applications or trade secrets, that Contractor may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed, during Contractor’s assignment with KBM Group and which (i) relate to the Company’s business, (ii) result from any work performed for the Company, or (iii) result from any use of the Company’s equipment, supplies, facilities or confidential information (collectively referred to as the “Works”). Contractor further acknowledges that all Works that are protectable are “works made for hire” as that term is defined in the United States Copyright Act. If for any reason any portion of the Works does not qualify as works made for hire, then Contractor agrees to transfer and assign to the Company all right, title and interest in and to the Works, including any copyright.

Contractor agrees to assist the Company, or its designee, at the Company’s expense, in every proper way, to secure the Company’s rights in the Works and any copyrights or other intellectual property rights, including the disclosure to the Company of all pertinent information and data with respect to the Works, and the execution of all applications, assignments and all other instruments that the Company shall deem necessary in order to apply for and obtain such rights.

2. Corporate Opportunities/Duty of Loyalty. During Contractor's assignment with the Company, Contractor shall promptly and fully disclose to the Company any business opportunities involving any existing or prospective line of business or activity of the Company, and he/she shall not divert to his/her own use or benefit, or the use or benefit of others, such opportunities without the prior written approval of the Company's CEO or designee. Contractor agrees that he/she shall not accept from any third party, directly or indirectly, benefits, advantages, or remuneration (cash or otherwise) related to or arising out of the Company's business, without the prior written consent of the Company's CEO or designee. During Contractor's Assignment with the Company, Contractor shall have an undivided duty of loyalty and fair dealing to the Company and shall work for the best interests of the Company.

3. Confidentiality. Contractor acknowledges that as a result of his/her Assignment by the Company, and in consideration of Contractor's execution of this Agreement and agreement to the covenants contained in this section 3, Contractor has been provided with and/or will be provided with (and have/be provided access to) confidential information about the Company and/or its clients, which may include know-how, trade secrets, product information, customer lists, customer information requirements, designs, types and kinds of raw materials used by KBM Group and the suppliers and costs thereof, formulas, information regarding the performance of services by the Company, computer programs, catalogs, price lists or computer records (the "Proprietary Information"). Contractor stipulates and agrees that such Proprietary Information is the sole and exclusive property of the Company, or its clients or customers as the case may be. Such Proprietary Information is confidential and proprietary, and the unauthorized use or disclosure of such Proprietary Information would seriously and irreparably damage the Company business.

Contractor hereby agrees that he/she will not at any time, whether during or after his/her Assignment by the Company, directly or indirectly use, divulge, communicate, or disclose to any person, firm or organization, not specifically authorized in writing by an officer of the Company to have access to such Proprietary Information, for any purpose whatsoever, any such Proprietary Information obtained or disclosed to him/her during or as a result of his/her Assignment by the Company, except as necessary in performing his/her duties for the Company. Contractor agrees that this restriction shall apply whether or not any such information is marked "Proprietary" or "Confidential."

4. Post-Assignment Covenants. Contractor hereby agrees and acknowledges that his/her position with the Company requires and will require the performance of services that are special, unique, extraordinary and of an intellectual character. Contractor further agrees that in consideration of this Agreement and agreement to the covenants contained in this section 4, Contractor will be given access to, and assistance in developing a personal acquaintanceship and relationship with, the clients of the Company and information regarding those clients' affairs and requirements. Consequently, Contractor agrees that it is reasonable and necessary for the protection of the goodwill and business of the Company that Contractor agrees to the covenants contained in this Agreement. Accordingly, and so as to enforce Contractor's agreement regarding such protection of the goodwill and business of the Company, Contractor agrees that for a period of twelve months after Contractor ceases to be employed by the Company for any reason (the "Restricted Period"), Contractor shall not, directly or indirectly:

(a) solicit, or attempt in any manner to solicit, services of the type performed by the Company from a Client (as defined below), or induce, or attempt in any manner to induce, any Client to reduce the amount of business which it has customarily done or is reasonably expected to do with the Company, whether or not the relationship between the Company and such Client was originally established in whole or in part through Contractor's efforts;

(b) render to or for any Client any services of the type rendered by the Company;

(c) solicit or attempt to solicit for Assignment or retain as a consultant or independent contractor any person who is (A) an contractor of or an exclusive consultant to the Company at the time Contractor ceases Assignment with Company, or who (B) voluntarily separated their Assignment or consulting relationship within one (1) year preceding such solicitation or attempted solicitation, or to persuade or attempt to persuade any contractor of the Company to leave the employ of the Company or to be employed as an contractor or retained as a consultant or independent contractor to anyone other than the Company. The prohibition contained in this paragraph shall apply only to the actual or attempted solicitation of persons with whom Contractor developed a relationship as a result of Contractor's Assignment with the Company.

As used in this paragraph 4, the term "**Client**" shall mean:

(i) anyone who is a client or customer of the Company as of, or at any time during the one-year period immediately preceding, the termination of Contractor's Assignment, but only if Contractor had a direct relationship with; supervisory responsibility for; proprietary, confidential or commercially advantageous information about; or otherwise was significantly involved with such client or customer during Contractor's Assignment with the Company;

(ii) any prospective client or customer to whom the Company made a new business presentation (or similar offering of services) at any time during the one-year period immediately preceding, or six-month period immediately following, the termination of Contractor's Assignment with the Company, but only if initial discussions between the Company and such prospective client or customer relating to the rendering of services occurred prior to the termination date and only if Contractor participated in or supervised such presentation and/or its preparation or the discussions leading up to it.

As used in this paragraph 4, the term "**Company**" shall include all subsidiaries and affiliates of the Company, including without limitation Wunderman Worldwide, LLC, VML, Inc, and KBM Group, Inc.

For purposes of this clause, it is agreed that a general mailing or an incidental contact shall not be deemed a "new business presentation or similar offering of services" or a "discussion."

5. Reasonableness of Restriction. Contractor has carefully read and considered the provisions of this Agreement, and having done so, expressly agrees and acknowledges that the covenants and agreements set forth herein are based upon valuable and sufficient consideration, and that such covenants and agreements are fair and reasonable in all respects and are reasonably required and necessary for the protection of the legitimate business and competitive interests of the Company. Contractor further agrees and acknowledges that each of the covenants and agreements contained herein (and each of the subsections thereof) is separately and independently given, and each such covenant and agreement is intended to be enforceable separately and independently of the other such covenants and agreements, including, without limitation of remedy, enforcement by injunction or other equitable relief.

6. Enforcement Remedies. Contractor covenants, agrees, and recognizes that because the violation, breach, or threatened breach of the covenants and agreements, or any of them, contained herein will result in immediate and irreparable injury to the Company, the Company shall be entitled, without limitation of remedy, (i) to an injunction or other equitable relief restraining Contractor from any violation hereof to the fullest extent allowed by law, and (ii) to receive all such amounts to which the Company would be entitled as damages under law or at equity. The Restricted Period set forth in Section 4 shall be extended for an additional period of time equal to any period of time during which Contractor is in violation of such Section 4 and equal to any period of litigation required to enforce the Company's rights under such Section 4, but shall only be extended with respect to the subsection(s) which Contractor violates. Nothing herein shall be construed as prohibiting the Company from pursuing any other legal or equitable remedies that may be available to it for any such violation, breach, or

threatened breach, including the recovery of damages from Contractor. If either party files suit to enforce or to enjoin the enforcement of the covenants and agreements contained herein, the Company shall be entitled to recover, in addition to all other damages or remedies provided for herein, all of its costs incurred in prosecuting or defending such suit, including reasonable attorneys' fees, if it prevails in such suit.

7. Notice to Subsequent Employers. If contractor's Assignment with the Company ends for any reason, Contractor agrees during the Restricted Period to notify any prospective employers and/or subsequent employers of the provisions hereof before accepting any offer of Assignment.

8. Contractor Certification. Upon the request of the Company, from time to time during Assignment or when Assignment ends for any reason, Contractor agrees to execute a certificate in which he/she represents that (i) he/she has not used, divulged communicated or disclosed any Proprietary Information in breach of this Agreement, (ii) he/she has not taken or removed from the Company any Proprietary Information in any form (including, without limitation, copies, compilations or modifications), and (iii) he/she has, in the event of Assignment termination, returned all property of the Company (and all copies thereof), including, without limitation, Proprietary Information, materials, documents and information, keys and other property.

9. Severability/Survival. If any part or provision hereof shall be invalid, illegal, or unenforceable for any reason, the remaining provisions hereof shall remain effective and fully enforceable to the maximum extent permitted by law. This Agreement, and its terms, shall survive the termination of Contractor's assignment with the Company.

10. Choice of Law. This Agreement shall in all respects be governed by and construed according to the laws of the State of, Texas excepting its conflict of law provisions.

11. Jurisdiction and Venue. In any action arising out of or relating to this Agreement, the parties hereby irrevocably consent to jurisdiction and venue in the state and federal courts, and the parties waive objection to the jurisdiction and venue being in such courts.

12. Entire Agreement. This Agreement reflects the complete understanding of KBM Group and Contractor and constitutes the entire agreement with respect to its subject matter, superseding all prior negotiations, representations, agreements, understandings, and statements relating to its subject matter.

13. Binding Effect; Amendment; Waiver. This Agreement shall inure to the benefit of the Company and Contractor and shall be binding upon the parties and their respective successors, heirs, and assigns; provided that, inasmuch as the services to be rendered by Contractor are personal in nature, Contractor may not assign, in whole or part, this Agreement or his/her rights or obligations hereunder. This Agreement may not be altered, modified, or amended, in whole or in part, except in writing signed by Contractor and KBM Group, and waiver by either party of any breach of any provision hereof shall not operate or be construed as a waiver of any subsequent breach.

14. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

15. Assignment. Nothing herein shall obligate the Company to continue to retain the Contractor in Company's assignment or to limit the Company's ability to terminate the assignment of Contractor at will.

This Agreement is executed as of the date first above written.

CONTRACTOR SIGNATURE *Patrick Choh*
Patrick Choh (Oct 27, 2021 00:48 EDT)

CONTRACTOR Print Name: Patrick Choh

Oct 27, 2021

Date signed (please complete the date section of page 1 as well)

WPP Data Code of Conduct

Our principles

WPP, its companies and its people are committed to responsible collection, management, use and protection of data.

WPP recognises its obligations to all its stakeholders including share owners, clients, its own people, suppliers and consumers.

WPP works with many categories of data and uses the term data in its broadest sense. We include within this definition client data, consumer data and all information and data related to the operation of our businesses.

Our practices

We will be transparent with consumers.

We will treat data in accordance with all applicable laws, regulations and treaties.

We will implement fair and reasonable data policies and procedures.

We will treat data as confidential.

We will understand not only what data we hold but also its relevance to stakeholders.

We will secure, collect, process, use and store data appropriately.

We will ensure that data is retained appropriately.


We will implement necessary and appropriate technical measures to secure data.

We will delete data when required to do so.

We will ensure our people understand their role in upholding these principles and practices.

If a change in circumstances comes to my attention which might alter the situation reported herein, I will advise the Choreograph Data Governance (DataGovernance@Choreograph.com) without delay.

I have reviewed the above Code and I declare compliance with the Code.

Name	Patrick Choh	Title	Oracle Database Administrator
Signature	 <small>Patrick Choh (Oct 27, 2021 00:48 EDT)</small>	Date	Oct 27, 2021

Wunderman Thompson Security Responsibilities Acknowledgement

All Wunderman Thompson Data employees are expected to follow the physical security policy covering access to the Wunderman facilities and controlled areas. All Wunderman Thompson Data employees are expected to comply with the acceptable use policy covering the use and protection of company equipment, applications and network. All Wunderman Thompson Data employees are expected to comply with the Code of Conduct related to Wunderman Thompson Data's expectations for all employees to conduct business in an ethical manner. All Wunderman Thompson Data employees are expected to report any security incidents in a timely fashion. Training will be provided to all personnel upon hire with annual updates.

As a member of the IT Infrastructure team you could have access to private sensitive records including social security numbers, demographics and other Personally Identifiable Information (PII) that if disclosed could result in legal action. If you are working with a healthcare client, you could also have access to Personal Health Information (PHI) which is subject to the Health Insurance Portability and Accountability Act (HIPAA). Wunderman Thompson Data considers any data coming from a healthcare client to be PHI. You will also have access to sensitive corporate information such as contracts and plans that are subject to the Sarbanes-Oxley Act (SOX). You will be expected to be aware of and follow all policies and procedures related to disclosure and storage of information and records retention. You will also have elevated privileges to many devices and / or applications and need be aware of and follow the policies and procedures defining access management, malicious code management, network management, configuration management and change control. Additionally, you will have the responsibility to set and enforce security policies to protect the company, assets and people.

Patrick Choh
Patrick Choh (Oct 27, 2021 00:48 EDT)

Oct 27, 2021

Name

Date