

EXIT AFFIDAVIT OF

STATE OF NEW JERSEY: : SS

COUNTY OF BURLINGTON:

Ryan Rice sworn deposes and says:

1. I acknowledge the termination of my employment with Miles Technologies, Inc. (“Miles Technologies”) is effective on November 8, 2021 (the “Termination Date”).
2. I signed the Employee Agreement to Protect Property Rights and Goodwill of Miles Technologies (the “Agreement”) and I read and understood its terms.
3. I understand that I am not to disclose salary or benefit information regarding the offer of employment that I am accepting from my future employer to Employees of Miles Technologies other than the CEO, COO, President, Controller, or Vice President of Miles Technologies.
4. Pursuant to the terms of the Agreement, I understand that for a period of two (2) years following the Termination Date, I shall not directly or indirectly, either as an employee, employer, independent contractor, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity:
 - A. perform any services or provide any products to an existing customer of Miles Technologies or prospective customer (as defined in the Agreement) of Miles Technologies in competition with Miles Technologies;

- B. call on, solicit, or take away, or attempt to call on, solicit, or take away, whether on behalf of Employee or anyone else's behalf, Miles Technologies' existing customers or prospective customers (as defined in the Agreement) for the purposes of selling services or materials to said customers in competition with Miles Technologies;
 - C. hire, call on, solicit, and/or encourage any employees of Miles Technologies to leave their employment with Miles Technologies; and/or
 - D. engage or participate in any business or activity: (i) which is in competition with the business of Miles Technologies, and (ii) which another employee of Miles Technologies or a person that was employed by Miles Technologies in the preceding two years, is involved, either directly or indirectly, in any manner whatsoever, including without limitation, as an employee, employer, independent contractor, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity.
5. I have returned to Miles Technologies, Inc. all property owned by Miles Technologies, Inc., including without limitation, all tools, inventory, customer lists, prospective customer lists, customer information, database information, software, systems, marketing materials, applications, database information, backups, and all other information and data of Miles Technologies, Inc., and have not maintained copies of any of the above property.
6. I understand that if through inadvertence, mistake or neglect, any property of Miles Technologies, Inc. was not properly turned over; I will immediately turn over such property to Miles Technologies, Inc.

7. I understand that I am restricted from using, releasing, copying, or disclosing the property of Miles Technologies, Inc., including without limitation, customer lists, prospective customer lists, customer information, database information, software, systems, marketing materials, custom applications, and database information to anyone without Miles Technologies, Inc.'s written permission.

Print Name: _____

Signature: _____