



December 30, 2025

Nick-

It is my pleasure to confirm your offer of employment with Amtech, LLC. (the "Company"). The particulars of this offer are as follows:

Start Date: January 19, 2026

Position: Account Manager

Reporting Relationship: The position will be reporting to Eric Froehlich, Account Manager.

Base Salary: You will be paid in bi-weekly installments of \$3,846.15 which equates to \$100,000.00 on an annual basis, subject to withholding and deductions in accordance with applicable law and the Company's normal payroll practices and schedule.

Commission, Quota, and Structure: The Account Manager role is eligible to earn up to \$60,000 in annual commission, structured as 90% tied to Annual Recurring Revenue (ARR) and 10% tied to Professional Services (PS) revenue.

The Account Manager will be assigned an annual quota of \$550,000 in Annual Recurring Revenue (ARR) and \$375,000 in Professional Services (PS) revenue.

Commission on ARR will be earned based on attainment against the prorated ARR quota and includes revenue derived from renewals, upsells, cross-sells, and expansion within assigned accounts. Commission rates for ARR are as follows:

- **0%–100% attainment:** 9.82%
- **100%–125% attainment:** 12.27%
- **Above 125% attainment:** 14.73%

Commission on Professional Services revenue will be earned at a flat rate of 1.6% on eligible PS revenue attributable to the Account Manager's managed accounts. All commission calculations, eligibility, and payouts are governed by the Company's Commission Plan.

Q1 Recoverable Draw:

During Q1, you will receive a recoverable draw totaling \$6,000, paid on a bi-weekly basis. Commissions earned during this period will be applied to recover the draw amount. Compensation will otherwise continue in accordance with the standard commission structure outlined in this offer and the Company's Commission Plan.



Paid Time Off: Twenty (20) days available after 30 days of employment (pro-rated based on started date). All full-time, regular employees will receive two (2) sick and two (2) floating holidays per year in addition to Amtech's eight (8) paid holidays. Floating holidays cannot be carried over from year to year.

Benefits: we are proud to offer our employees a comprehensive benefits plan including the following:

- Medical
- Dental
- Vision
- Short- and Long-Term Disability
- Life Insurance
- 401K

Employment Agreement: Execution of the Company's Employment Agreement required (enclosed).

Immigration Status: Prior to your commencing employment, you must return a copy of Form NS I-9 along with proper identification, documenting that you are authorized to work in the United States. This offer of employment is contingent upon your ability to document that you are authorized to work in the United States on your first day of employment.

The Company reserves the right to modify, amend or terminate any or all their respective benefits plans, policies, and practices at any time and for any reason and nothing in this letter shall limit that right. In the event of any conflict between the terms and conditions of this letter and the terms and conditions of any benefit plan, the terms and conditions of any such benefit plan shall govern. This offer letter represents the entire offer agreement between you and Amtech LLC and no verbal or written agreements, promises or representations that are not specifically stated in this offer are or will be binding upon Amtech LLC.

We look forward to your favorable decision and long-term association. Please signify your acceptance below and return it to my attention.

Sincerely yours,

A handwritten signature in cursive script that reads "Ryan Friel".

Ryan Friel
Manager, People & Culture

I have reviewed and accept the terms and conditions set forth in this letter. I understand that this offer is contingent upon the successful completion of a criminal background check and successful completion of a drug test to determine the presence of illegal or non-prescribed controlled substances. Until the results of the criminal background check and drug test are received by the Company, all offers of employment are conditional offers even though an applicant may begin work. An applicant with an unsuccessful criminal background check and/or positive drug test result will not be hired and, if he or she already has started working, will be removed from the worksite and employment will be terminated immediately. I understand further that my employment with the



Company will be on an “at-will” basis and this letter is not an employment contract or guarantee of employment for any length of time.

Accepted by:

Date:

EMPLOYMENT AND RESTRICTIVE COVENANTS AGREEMENT

This Employment and Restrictive Covenants Agreement (the “Agreement”) is made effective January 19, 2026 (the “Effective Date”), by and between Amtech LLC. (together with its affiliates and related companies, hereafter referenced as “Company”) and Nicholas Wagner (hereafter referenced as “Employee”). Employee and the Company are each referred to as a “Party” and are collectively referred to as the “Parties.”

For good and valuable consideration, to which Employee would not otherwise be entitled without entering into this Agreement, including: (a) the promises and covenants contained in this Agreement; (b) Employee’s employment or continued employment with the Company; (c) Employee’s access to and use of the Company’s Confidential Information and Trade Secrets (defined herein), including key information about, and goodwill in, its customers and employees; (d) bona fide promotion; (e) the specialized training the Company provides to Employee to allow Employee to perform Employee’s duties for the Company; and/or (f) other good and valuable monetary consideration. The Company and Employee agree as follows (including the foregoing recitals which are expressly incorporated in this Agreement):

1. **PURPOSE.** In connection with Employee’s employment by the Company (the “Employment”), Employee and the Company wish to set forth the terms and conditions under which Employee will be employed by the Company, and certain restrictions applicable to Employee as a result of the Employment with the Company. This Agreement is intended: to allow Employee to be employed by the Company, with the Company giving Employee access to the Company’s customers, employees, and Confidential Information (as that term is defined below); to protect the Company’s business, information, and relationships against unauthorized competition, solicitation, recruitment, use, or disclosure; and to clarify Employee’s legal rights and obligations.

2. **THE BUSINESS OF THE COMPANY.** The Company is engaged in the business or process of researching into, developing, manufacturing, distributing, selling, supplying or otherwise dealing with (including but not limited to technical and product support, professional services, technical advice and other customer services) Amtech provides software solutions and services for the packaging industry, offering ERP, production management, scheduling, and business intelligence tools to streamline operations, improve efficiency, and drive growth. (collectively the “Business” of the Company). Employee acknowledges that the Company has a legitimate interest in protecting its Confidential Information, Trade Secrets, customer relationships, customer goodwill, employee relationships, and the special investment and training given to Employee.

3. **“AT WILL” EMPLOYMENT OF EMPLOYEE.** Employee shall perform such duties or responsibilities as assigned to Employee from time to time. The Parties acknowledge that Employee’s employment by the Company at all times is and shall remain “at will,” and may be terminated by either Party at any time, with or without notice and with or without cause. Employee acknowledges that, but for Employee’s execution of this Agreement, Employee would not be employed by the Company.

- a. Employee acknowledges that Employee’s duties shall entail Employee’s contact with the Company’s customers to whom Employee is introduced, to which Employee is assigned, whose accounts Employee shall oversee, or for which Employee otherwise is directly or indirectly responsible. Employee further acknowledges that Employee will be given access to, and the use of, the Company’s Confidential Information. Employee acknowledges that

the Company's goodwill with its customers and customer prospects, as well as the Company's Confidential Information, are among the most valuable assets of the Company's Business. Accordingly, Employee hereby agrees, acknowledges, covenants, represents and warrants that at all times during Employee's employment with the Company, Employee will faithfully perform Employee's duties with the utmost loyalty to the Company, and will owe a fiduciary duty and/or duty of loyalty to the Company. Employee agrees that during employment, Employee will do nothing disloyal or adverse to the Company or the Company's Business, or which creates any conflict of interest with the Company or the Business of the Company. Employee will abide by the policies of the Company at all times during Employee's employment, and acknowledges that the Company may unilaterally change its policies, practices, and procedures at any time, at the sole discretion of the Company. Employee understands and acknowledges that all equipment, communication devices, physical property, documents, information, databases, furniture, accessories, premises, and any other items provided to Employee while employed by Company, shall at all times remain the sole property of the Company, and as such, Employee shall have no reasonable expectation of privacy when using such items.

- b. Employee acknowledges that Employee will be afforded an investment of time, training, money, trust, exposure to the public, or exposure to customers, vendors, suppliers, investors, joint venture partners, or other business relationships of the Company during the course of the Employment, and Employee's position gives Employee a high level of influence or credibility with the Company's customers, vendors, suppliers, or other business relationships. Employee understands and acknowledges that Employee will possess specialized skills, learning, abilities, customer contacts, or customer information by reason of working for the Company.
- c. Employee acknowledges that, through Employee's employment with the Company, Employee may customarily and regularly solicit customers and/or prospective customers for the Company, and/or engage in making sales or obtaining orders or contracts for products or services.
- d. Employee understands that the Company has specifically instructed him/her to refrain from bringing to the Company any documents or materials or intangibles of a former employer or third party that are not in the public domain, or have not been legally transferred or licensed to the Company, or that might constitute the confidential information or trade secrets of a prior employer. Employee agrees that when performing duties on behalf of the Company, Employee will not breach any garden leave, invention assignment, proprietary information, confidentiality, noncompetition, nonsolicitation or other similar agreement with any former employer or other party.
- e. All offers of employment are conditioned on (i) confirmation that any such offer, Employee's acceptance of any such offer and Employee's performance of duties for the Company in connection therewith will not violate any garden leave, invention assignment, proprietary information, confidentiality, noncompetition, nonsolicitation or other similar agreement with any former employer or other party, and (ii) Employee's successful completion of a satisfactory background check and drug test screen. **For the avoidance of doubt, the Company expressly reserves the right to rescind Employee's offer of employment if it**

determines in its sole discretion that you have not satisfactorily passed the background check and/or drug test screen.

4. **DUTY OF LOYALTY.** Subject to applicable law, Employee understands that his/her employment and provision of services on behalf of the Company requires Employee's undivided attention and effort. Accordingly, during Employee's employment, Employee agrees that Employee will not, without the Company's express prior written consent, (i) engage in any other business activity, unless such activity is for passive investment purposes not otherwise prohibited by this Agreement and will not require Employee to render any services, (ii) be engaged or interested, directly or indirectly, alone or with others, in any trade, business or occupation in competition with the Company, (iii) take steps, alone or with others, to engage in competition with the Company in the future, or (iv) appropriate for Employee's own benefit (or the benefit of any other person or entity) business opportunities pertaining to the Company's Business.

5. **INVENTIONS**

- a. **Prior Inventions.** Attached hereto as Schedule 1 is a complete and accurate list describing all Inventions (as defined below) which were conceived, discovered, created, invented, developed and/or reduced to practice by Employee prior to the commencement of his/her Employment that have not been legally assigned or licensed to the Company (collectively: "Prior Inventions"). If there are no such Prior Inventions, Employee shall initial Schedule 1 to indicate Employee has no Prior Inventions to disclose.

Employee acknowledges and agrees that if in the course of Employee's employment, Employee incorporates or causes to be incorporated into a Company product, service, process, file, system, application or program a Prior Invention, Employee hereby grants the Company a non-exclusive, royalty-free, irrevocable, perpetual, worldwide, sublicensable and assignable license to make, have made, copy, modify, make derivative works of, use, offer to sell, sell or otherwise distribute such Prior Invention as part of or in connection with such product, process, file, system, application or program.

- b. **Disclosure and Assignment of Inventions. Subject to the exception(s) set forth below in Section 5(f) (Exception to Assignments),** Employee agrees to promptly disclose to the Company in writing all Inventions (as defined below) that Employee conceives, develops and/or first reduces to practice or create, either alone or jointly with others, during the period of Employee's Employment, and for a period of three (3) months thereafter, whether or not in the course of Employee's Employment. Employee further assigns and agrees to assign all of Employee's rights, title and interest in the Inventions to the Company. In the event that the Company is unable for any reason to secure Employee's signature to any document required to file, prosecute, register or memorialize the ownership and/or assignment of any Invention, Employee hereby irrevocably designates and appoints the Company's duly authorized officers and agents as Employee's agents and attorneys-in-fact to act for and on Employee's behalf and stand to (i) execute, file, prosecute, register and/or memorialize the assignment and/or ownership of any Invention; (ii) to execute and file any documentation required for such enforcement and (iii) do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment and/or ownership of, issuance of and enforcement of any Inventions, all with the same legal force and effect as if executed by Employee.

Employee acknowledges that Employee is not entitled to use the Inventions for Employee's own benefit or the benefit of anyone except the Company without written permission from the Company, and then only subject to the terms of such permission. Employee further agrees that Employee will communicate to the Company, as directed by the Company, any facts known to Employee and testify in any legal proceedings, sign all lawful papers, make all rightful oaths, execute all divisionals, continuations, continuations-in-part, foreign counterparts, or reissue applications, all assignments, all registration applications and all other instruments or papers to carry into full force and effect, the assignment, transfer and conveyance hereby made or to be made and generally do everything possible for title to the Inventions to be clearly and exclusively held by the Company as directed by the Company.

For purposes of this Agreement, "Inventions" means, without limitation, any and all formulas, algorithms, processes, techniques, concepts, designs, developments, technology, ideas, patentable and unpatentable inventions and discoveries, copyrights and works of authorship in any media now known or hereafter invented (including computer programs, source code, object code, hardware, firmware, software, mask work, applications, files, internet site content, databases and compilations, documentation and related items) patents, trade and service marks, logos, trade dress, corporate names and other source indicators and the good will of any business symbolized thereby, trade secrets, know-how, negative know-how, confidential and proprietary information, documents, analyses, research and lists (including current and potential customer and user lists) and all applications and registrations and recordings, improvements and licenses that (i) relate in any manner, whether at the time of conception, design or reduction to practice, to the Company's Business or its actual or demonstrably anticipated research or development; (ii) result from any work performed by Employee on behalf of the Company; or (iii) result from the use of the Company's equipment, supplies, facilities, Confidential Information or Trade Secrets.

Employee recognizes that Inventions or proprietary information relating to Employee's activities while working for the Company, and conceived, reduced to practice, created, derived, developed, or made by Employee, alone or with others, within three (3) months after termination of Employee's employment may have been conceived, reduced to practice, created, derived, developed, or made, as applicable, in significant part while Employee was employed by the Company. Accordingly, Employee agrees that such Inventions and proprietary information shall be presumed to have been conceived, reduced to practice, created, derived, developed, or made, as applicable, during Employee's employment with the Company and are to be assigned to the Company pursuant to this Agreement and applicable law unless and until Employee has established the contrary by clear and convincing evidence.

- c. **Work for Hire.** Employee acknowledges and agrees that any copyrightable works prepared by Employee within the scope of Employee's employment are "works made for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. Any copyrightable works the Company specially commissions from Employee while Employee is employed also shall be deemed a work made for hire under the Copyright Act and if for any reason such work cannot be so designated as a work made for hire, Employee agrees to and hereby assigns to the Company, as directed by the Company, all right, title and interest in and to said work(s). Employee further agrees to and hereby grants the Company, as directed by the Company, a non-exclusive, royalty-free, irrevocable,

perpetual, worldwide, sublicensable and assignable license to make, have made, copy, modify, make derivative works of, use, publicly perform, display or otherwise distribute any copyrightable works Employee creates during Employee's Employment.

- d. **Assignment of Other Rights.** In addition to the foregoing assignment of Inventions to the Company, Employee hereby irrevocably transfers and assigns to the Company: (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Inventions; and (ii) any and all "Moral Rights" (as defined below) that Employee may have in or with respect to any Inventions. Employee also hereby forever waives and agrees never to assert any and all Moral Rights Employee may have in or with respect to any Inventions, even after termination of Employee's work on behalf of the Company. "Moral Rights" mean any rights to claim authorship of any Inventions, to object to or prevent the modification of any Inventions, or to withdraw from circulation or control the publication or distribution of any Inventions, and any similar right, existing under applicable judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."
- e. **Applicability to Past Activities.** To the extent Employee has been engaged to provide services to the Company or its predecessor for a period of time before the effective date of this Agreement (the "Prior Engagement Period"), Employee agrees that if and to the extent that, during the Prior Engagement Period: (i) Employee received access to any information from or on behalf of the Company that would have been proprietary information if Employee had received access to such information during the period of Employee's Employment with the Company under this Agreement; or (ii) Employee conceived, created, authored, invented, developed or reduced to practice any item, including any intellectual property rights with respect thereto, that would have been an Invention if conceived, created, authored, invented, developed or reduced to practice during the period of Employee's Employment with the Company under this Agreement; then any such information shall be deemed proprietary information hereunder and any such item shall be deemed an Invention hereunder, and this Agreement shall apply to such information or item as if conceived, created, authored, invented, developed or reduced to practice under this Agreement.
- f. **Exception to Assignments:** This Section 5 does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the Company was used and which was developed entirely on Employee's own time, or the invention is non-assignable under the statutes listed in Endnotes and Exceptions, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by Employee for the Company.

6. **NONDISCLOSURE AGREEMENT.**

- a. Employee expressly agrees that, throughout the term of Employee's Employment with the Company and at all times following the termination of Employee's Employment from the Company, for so long as the information remains confidential, Employee will not use, disclose, upload, download, copy, transfer or delete any Confidential Information disclosed to Employee by the Company, other than for the purpose to carry out the Employment for the

benefit of the Company (but in all cases preserving confidentiality by following the Company's policies and obtaining appropriate non-disclosure agreements). Employee shall not, directly or indirectly, use, disclose, upload, download, copy, transfer or delete any Confidential Information to third parties, nor permit the use by or disclosure, uploading, downloading, copying, transferring or deletion, of Confidential Information by third parties. Employee agrees to take all reasonable measures to protect the secrecy of and avoid disclosure, use, uploading, downloading, copying, transferring or deletion, of Confidential Information in order to prevent it from falling into the public domain or into the possession of any person or entity other than those persons or entities authorized under this Agreement to have such information for the benefit of the Company. Employee agrees to notify the Company in writing of any actual or suspected misuse, misappropriation, or unauthorized disclosure of Confidential Information that may come to Employee's attention. Employee acknowledges that if Employee discloses or uses knowledge of the Company's Confidential Information to gain an advantage for Employee or for any other person or entity other than the Company, and that such an advantage so obtained would be unfair and detrimental to the Company.

- b. Employee expressly agrees that Employee's duty of non-use and non-disclosure, and/or the duty to not copy, upload, download, transfer or delete, Confidential Information except as expressly permitted by this Agreement, shall continue indefinitely and unless such Confidential Information is intentionally disclosed to the public by the Company.
- c. **Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). Accordingly, the Parties to this Agreement have the right to disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The Parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.**
- d. **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, and any agency Inspector General, or from making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Employee does not need the prior authorization of Employee's supervisor or anyone else affiliated with the Company to make any such reports or disclosures, and Employee is not required to notify Employee's supervisor or anyone else affiliated with the Company that Employee has made such reports or disclosures.**
- e. **In addition, nothing in this Agreement in any way prohibits or is intended to restrict or impede, and shall not be interpreted or understood as restricting or impeding Employee from: (a) if Employee is a non-managerial or non-supervisory employee, exercising Employee's rights under Section 7 of the National Labor Relations Act (NLRA) (including with respect to engaging in concerted activities for the purpose of collective bargaining or other mutual aid or protection, discussing terms and conditions of employment, or otherwise engaging in protected conduct); or (b) otherwise disclosing or**

discussing truthful information about unlawful employment practices (including unlawful discrimination, harassment, retaliation, or sexual assault).

7. **RETURN OF COMPANY PROPERTY AND MATERIALS.** Any Confidential Information, Trade Secrets, materials, equipment, information, documents, electronic data, or other items that have been furnished by the Company to Employee in connection with the employment are the exclusive property of the Company and shall be promptly returned to the Company by Employee, accompanied by all copies of such documentation, immediately when the employment has been terminated or concluded, or otherwise upon the written request of the Company. Employee shall not retain any copies of any Company information or other property after the employment ends, and shall cooperate with the Company to ensure that all copies, both written and electronic, are immediately returned to the Company. Employee shall cooperate with Company representatives and allow such representatives to oversee the process of erasing and/or permanently removing any such Confidential Information or other property of the Company from any computer, personal digital assistant, phone, or other electronic device, or any cloud-based storage account or other electronic medium owned or controlled by Employee.

8. **LIMITED NONCOMPETE AGREEMENT.** Employee expressly agrees that for the entire term of Employee's employment with the Company and a twelve (12) month period immediately following the termination of Employee's employment, Employee will not (either directly or indirectly, by assisting or acting in concert with others) Compete with the Company within the Restricted Territory.

9. **NONSOLICITATION OF CUSTOMERS/PROSPECTIVE CUSTOMERS.** Employee expressly agrees that during the Restricted Period, Employee will not (either directly or indirectly, by assisting or acting in concert with others), on behalf of himself/herself or any other person, business, entity, including but not limited to on behalf of a Competing Business, call upon, solicit, or attempt to call upon or solicit any business from any Customer or Prospective Customer for the purpose of providing services substantially similar to the Services.

10. **NONRECRUITMENT OF EMPLOYEES.** Employee expressly agrees that during the Restricted Period, Employee will not, on behalf of himself/herself or any other person, business, or entity (either directly or indirectly, by assisting or acting in concert with others), solicit, recruit, or encourage, or attempt to solicit, recruit, or encourage any of the Company's employees, in an effort to hire such employees away from the Company, or to encourage any of the Company's employees to leave employment with the Company.

11. **REMEDIES; INDEMNIFICATION.** Employee agrees that the obligations set forth in this Agreement are necessary and reasonable in order to protect the Company's legitimate business interests and (without limiting the foregoing) that the obligations set forth in Sections 6, 8, 9 and 10 are necessary and reasonable in order to protect the Company's legitimate business interests in protecting its Confidential Information, Trade Secrets, customer and employee relationships and the goodwill associated therewith. Employee expressly agrees that due to the unique nature of the Company's Confidential Information, and its relationships with its Customers and other employees, monetary damages would be inadequate to compensate the Company for any breach by Employee of the covenants and agreements set forth in this Agreement. Accordingly, Employee agrees and acknowledges that any such violation or threatened violation shall cause irreparable injury to the Company and that, in addition to any other remedies that may be available in law, in equity, or otherwise, the Company shall be entitled: (a) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Employee, without the necessity of

proving actual damages; and (b) to be indemnified by Employee from any loss or harm; and (c) to recover any costs or attorneys' fees, arising out of or in connection with any breach by Employee or enforcement action relating to Employee's obligations under this Agreement.

12. **INJUNCTIVE RELIEF; TOLLING.** Notwithstanding the arbitration provisions contained herein, or anything else to the contrary in this Agreement, Employee understands that the violation of any restrictive covenants of this Agreement may result in irreparable and continuing damage to the Company for which monetary damages will not be sufficient, and agrees that Company will be entitled to seek, in addition to its other rights and remedies hereunder or at law and both before or while an arbitration is pending between the parties under this Agreement, a temporary restraining order, preliminary injunction or similar injunctive relief from a court of competent jurisdiction in order to preserve the status quo or prevent irreparable injury pending the full and final resolution of the dispute through arbitration, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned injunctive relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief through arbitration proceedings. This Section shall not be construed to limit the obligation for either Party to pursue arbitration. The Restricted Period as defined in this Agreement, and the twelve (12) month period set forth in Section 8 (Limited Noncompete Agreement), may be extended during the pendency of any litigation (including appeals) or arbitration proceeding, in order to give the Company the full protection of the restrictive covenants as described in this Agreement.

13. **DEFINITIONS.** For all purposes throughout this Agreement, the terms defined below shall have the respective meanings specified in this section.

- a. **"Customer"** of the Company shall mean any business or entity with which Employee had Material Contact, for the purpose of providing Services, during the twelve (12) months preceding Employee's termination date.
- b. **"Compete"** shall mean to provide Competitive Services, whether Employee is acting on behalf of himself/herself, or in conjunction with or in concert with any other entity, person, or business, including activities performed while working for or on behalf of a Customer.

"Competitive Services" shall mean the Business of the Company, and any other services of the type or similar to the type provided, conducted, or offered by the Company or any predecessor within the two (2) years prior to the termination of Employee's employment that directly or indirectly relate to Employee's primary job duties and responsibilities, including in connection with supervising others.

- c. **"Competing Business"** shall mean any entity, including but not limited to any person, company, partnership, corporation, limited liability company, association, organization or other entity that provides Competitive Services.
- d. **"Confidential Information"** shall mean sensitive business information having actual or potential value to the Company or its affiliates because it is not generally known to the general public or ascertainable by a Competing Business, and which has been disclosed to Employee, or of which Employee will become aware, as a consequence of the Employment with the Company, including any information related to: the Company's investment strategies,

management planning information, business plans, operational methods, market studies, marketing plans or strategies, patent information, business acquisition plans, past, current and planned research and development, formulas, methods, patterns, processes, procedures, instructions, designs, inventions, operations, engineering, services, drawings, equipment, devices, technology, software systems, price lists, sales reports and records, sales books and manuals, code books, financial information and projections, personnel data, names of customers, customer lists and contact information, customer pricing and purchasing information, lists of targeted prospective customers, supplier lists, product/service and marketing data and programs, product/service plans, product development, advertising campaigns, new product designs or roll out, data more generally, agreements with third parties, or any such similar information. Confidential Information shall also include the track record and investment performance of Vista Equity Partners and its affiliated investment funds. Confidential Information may be in written or non-written form, as well as information held on electronic media or networks, magnetic storage, cloud storage service, or other similar media. The Company has invested and will continue to invest extensive time, resources, talent, and effort to develop its Confidential Information, all of which generates goodwill for the Company. Employee acknowledges that the Company has taken reasonable and adequate steps to control access to the Confidential Information and to prevent unauthorized disclosure, which could cause injury to the Company. This definition shall not limit any broader definition of “confidential information” or any equivalent term under applicable state or federal law.

- e. **“Material Contact”** shall mean actual contact between Employee and a Customer with whom Employee dealt on behalf of the Company; or whose dealings with the Company were coordinated or supervised by Employee; or who received goods or services from the Company that resulted in payment of commissions or other compensation to Employee; or about whom Employee obtained Confidential Information because of Employee’s Employment with the Company; or whom employee contacted with the intent of establishing or strengthening a business or professional relationship for the Company.
- f. **“Prospective Customer”** shall mean any business or entity with whom Employee had Material Contact, for the purpose of attempting to sell or provide Services, and to whom Employee provided a bid, quote for Services, or other Confidential Information of the Company, during the twelve (12) months preceding Employee’s termination date.
- g. **“Restricted Period”** shall mean the entire term of Employee’s employment with the Company and a two (2) year period immediately following the termination of Employee’s employment, unless otherwise delineated or described in the “end notes and exceptions” at the end of this Agreement.
- h. **“Restricted Territory”** shall mean the geographic area in which or with respect to which Employee had responsibility, provided or attempted to provide any Services, or performed operations on behalf of the Company as of the date of termination or during the twelve (12) months preceding Employee’s termination date.
- i. **“Trade Secrets”** shall mean the business information of the Company that is competitively sensitive and which qualifies for trade secrets protection under applicable trade secrets laws,

including but not limited to the Defend Trade Secrets Act. This definition shall not limit any broader definition of “trade secret” or any equivalent term under any applicable local, state or federal law.

- j. “**Services**” shall mean the types of work product, processes and work-related activities relating to the Business of the Company performed by Employee during the Employment.

14. **MANDATORY ARBITRATION CLAUSE; NO JURY TRIAL.** A Party may bring an action in court to obtain a temporary restraining order, injunction, or other equitable relief available in response to any violation or threatened violation of the restrictive covenants set forth in this Agreement. Otherwise, Employee and the Company expressly agree and acknowledge that the Company and Employee will utilize binding arbitration to resolve all disputes that may arise out of the employment context.

- a. Both the Company and Employee hereby agree that any claim, dispute, and/or controversy that Employee may have against the Company (or its owners, directors, officers, managers, employees, agents, insurers and parties affiliated with its employee benefit and health plans), or that the Company may have against Employee, arising from, related to, or having any relationship or connection whatsoever to the Employment, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act (9 U.S.C. §§ 1, *et seq.*) in conformity with the Federal Rules of Civil Procedure. Included within the scope of this Agreement are all disputes including, but not limited to, any claims alleging employment discrimination, harassment (except as set forth below in Section 14(h)), hostile environment, retaliation, whistleblower protection, wrongful discharge, constructive discharge, failure to grant leave, failure to reinstate, failure to accommodate, tortious conduct, breach of contract, and/or any other claims Employee may have against the Company for any exemption misclassification, unpaid wages or overtime pay, benefits, payments, bonuses, commissions, vacation pay, leave pay, workforce reduction payments, costs or expenses, emotional distress, pain and suffering, or other alleged damages arising out of the Employment or termination. Also included are any claims based on or arising under Title VII, 42 USC Section 1981, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, Sarbanes-Oxley, all as amended, or any other state or federal law or regulation, equitable law, or otherwise relating in any way to the employment relationship.
- b. Nothing herein, however, shall prevent Employee from filing and pursuing proceedings before the United States Equal Employment Opportunity Commission or similar state agency (although if Employee chooses to pursue any type of claim for relief following the exhaustion of such administrative remedies, such claim would be subject to resolution under these mandatory arbitration provisions). In addition, nothing herein shall prevent Employee from filing an administrative claim for unemployment benefits or workers’ compensation benefits.
- c. Nothing in the confidentiality or nondisclosure or other provisions of this Agreement shall be construed to limit Employee’s right to respond accurately and fully to any question, inquiry or request for information when required by legal process or from initiating communications directly with, or responding to any inquiry from, or providing testimony before, any self-regulatory organization or state or federal regulatory authority, regarding the Company, Employee’s Employment, or this Agreement. Employee is not required to contact the

Company regarding the subject matter of any such communications before engaging in such communications. Employee also understands that Employee shall 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 (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (b) 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. Employee also understands that disclosure of trade secrets to attorneys, in legal proceedings if disclosed under seal, or pursuant to court order is also protected under 18 U.S. Code §1833 when disclosure is made in connection with a retaliation lawsuit based on the reporting of a suspected violation of law.

- d. In addition to any other requirements imposed by law, the arbitrator selected shall be a qualified individual mutually selected by the Parties, and shall be subject to disqualification on the same grounds as would apply to a judge. All federal rules of pleading, rules of evidence, statutes of limitations, and summary judgment and judgment on the pleadings rights to resolution shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of “just cause”) other than such controlling law. Likewise, all communications during or in connection with the arbitration proceedings are privileged. The arbitrator shall have the authority to award appropriate substantive relief under relevant laws, including the damages, costs and attorneys’ fees that would be available under such laws.
- e. Employee’s initial share of the arbitration fee shall be in an amount equal to the filing fee as would be applicable in a court proceeding, or \$100, whichever is less. Beyond the arbitration filing fee, Employer will bear all other fees, expenses and charges of the arbitrator.
- f. To the fullest extent permitted by law, and subject to the provisions below in Section 14(h), Employee understands and agrees that all claims against the Company must be brought in Employee’s individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Employee understands that there is no right or authority for any dispute to be heard or arbitrated on a collective action basis, class action basis, as a private attorney general, or on bases involving claims or disputes brought in a representative capacity on behalf of the general public, on behalf of other Company employees (or any of them) or on behalf of other persons alleged to be similarly situated. Employee understands that there are no bench or jury trials and no class actions or representative actions permitted under this Agreement. The Arbitrator shall not consolidate claims of different employees into one proceeding, nor shall the Arbitrator have the power to hear an arbitration as a class action, collective action, or representative action. The interpretation of this subsection shall be decided by a judge, not the Arbitrator.
- g. Procedure. Employee and Company agree that prior to the service of an Arbitration Demand, the parties shall negotiate in good faith for a period of thirty (30) days in an effort to resolve any arbitrable dispute privately, amicably and confidentially. To commence an arbitration pursuant to this Agreement, a Party shall serve a written arbitration demand (the “Demand”) on the other Party by hand delivery or via overnight delivery service (in a manner that provides proof of receipt by respondent). The Demand shall be served before expiration of the

applicable statute of limitations. The Demand shall describe the arbitrable dispute in sufficient detail to advise the respondent of the nature and basis of the dispute, state the date on which the dispute first arose, list the names and addresses of every person whom the claimant believes does or may have information relating to the dispute, including a short description of the matter(s) about which each person is believed to have knowledge, and state with particularity the relief requested by the claimant, including a specific monetary amount, if the claimant seeks a monetary award of any kind. If respondent does not provide a written Response to the Demand, all allegations will be considered denied. The Parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the American Arbitration Association (“AAA”)’s employment arbitration panel for the area. The arbitrator shall allow limited discovery, as appropriate in his or her discretion. The arbitrator’s award shall include a written reasoned opinion.

- h. Claims of Sexual Harassment or Sexual Assault. Employee and Company acknowledge that pursuant to the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021, with respect to any claim brought by Employee against Company for sexual assault or sexual harassment, Employee may elect to pursue said claim(s) in arbitration pursuant to this Mandatory Arbitration Clause, or in an appropriate State or Federal court having jurisdiction over the claim, as set forth below in Section 28, whether on a single, joint, class or collective basis.

15. **NOTICE OF VOLUNTARY TERMINATION OF EMPLOYMENT.** Unless otherwise stated in Employee’s offer letter of employment, Employee agrees to use reasonable efforts to provide the Company fourteen (14) days written notice of Employee’s intent to terminate Employee’s Employment; provided, however, that this provision shall not change the at-will nature of the employment relationship between Employee and the Company. It shall be within the Company’s sole discretion to determine whether Employee should continue to perform services on behalf of the Company during this notice period.

16. **NON-DISPARAGEMENT.** During and after Employee’s Employment with the Company, except to the extent compelled or required by law, Employee agrees Employee shall not disparage the Company, its customers and suppliers or their respective officers, directors, agents, servants, employees, attorneys, shareholders, successors or assigns or their respective products or services, in any manner (including but not limited to, verbally or via hard copy, websites, blogs, social media forums or any other medium); provided, however, that nothing in this Section shall prevent Employee from: engaging in concerted activity relative to the terms and conditions of Employee’s Employment and in communications protected under the National Labor Relations Act, filing a charge or providing information to any governmental agency, or from providing information in response to a subpoena or other enforceable legal process or as otherwise required by law.

17. **NOTIFICATION OF NEW EMPLOYER.** Before Employee accepts Employment or enters into any consulting, independent contractor, or other professional or business engagement with any other person or entity while any of the provisions of Sections 8, 9 or 10 of this Agreement are in effect, Employee will provide such person or entity with written notice of the provisions of Sections 8, 9 and/or 10 and will deliver a copy of that notice to the Company. While any of Sections 8, 9 or 10 of this Agreement are in effect, Employee agrees that, upon the request of the Company, Employee will furnish the Company with the name and address of any new employer or entity for whom Employee provides contractor or consulting services, as well as the capacity in which Employee will be employed or otherwise engaged.

Employee hereby consents to the Company's notifying Employee's new employer about Employee's responsibilities, restrictions and obligations under this Agreement.

18. **WITHHOLDING.** To the extent allowed by applicable law, Employee agrees to allow Company to deduct from the final paycheck(s) any amounts due as a result of the Employment, including, but not limited to, any expense advances or business charges incurred on behalf of the Company, charges for property damaged or not returned when requested, and any other charges incurred that are payable to the Company. Employee agrees to execute any authorization form as may be provided by Company to effectuate this provision.

19. **NO RIGHTS GRANTED.** Nothing in this Agreement shall be construed as granting to Employee any rights under any patent, copyright, or other intellectual property right of the Company, nor shall this Agreement grant Employee any rights in or to Confidential Information of the Company other than the limited right to review and use such Confidential Information solely for the purpose of participating in the Employment for the benefit of the Company.

20. **SUCCESSORS AND ASSIGNS.** This Agreement will be binding upon Employee's heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, its assigns and licensees. This Agreement, and Employee's rights and obligations hereunder, may not be assigned by Employee; however, the Company may assign its rights hereunder without Employee's consent, whether in connection with any sale, transfer or other disposition of any or all of its business or assets or otherwise.

21. **SEVERABILITY AND REFORMATION.** Employee and the Company agree that if any particular sections, subsections, phrases, words, or other portions of this Agreement are determined by an appropriate court, arbitrator, or other tribunal to be invalid or unenforceable as written, they shall be modified as necessary to comport with the reasonable intent and expectations of the parties and in favor of providing maximum reasonable protection to the Company's legitimate business interests. Such modification shall not affect the remaining provisions of this Agreement. If such provisions cannot be modified to be made valid or enforceable, then they shall be severed from this Agreement, and all remaining terms and provisions shall remain enforceable. Sections 6, 8, 9 and 10 and each restrictive covenant within them are intended to be divisible and to be interpreted and applied separately and independently.

22. **ENTIRE AGREEMENT; AMENDMENT.** Except with regard to any incentive equity agreement, long-term incentive agreement, or other equity-related or cash bonus plan or agreement between Employee and the Company and/or the Company's affiliates (collectively, "Equity Agreements"), this Agreement contains the entire agreement between the Parties relating to the subject matters contained herein. No term of this Agreement may be amended or modified unless made in writing and executed by both Employee and an authorized agent of the Company. Except with regard to any Equity Agreements, this Agreement replaces and supersedes all prior representations, understandings, or agreements, written or oral, between Employee and the Company with regard to Employee's employment with the Company.

23. **WAIVER.** Failure to fully enforce any provision of this Agreement by either Party shall not constitute a waiver of any term hereof by such Party; no waiver shall be recognized unless expressly made in writing, and executed by the Party that allegedly made such waiver.

24. **CONSTRUCTION.** The Parties agree that this Agreement has been reviewed by each Party, each Party had an opportunity to make suggestions about the provisions of this Agreement, and each Party had sufficient opportunity to obtain the advice of legal counsel on matters of contract interpretation, if desired. The Parties agree that this Agreement shall not be construed or interpreted more harshly against one Party merely because one Party was the original drafter of this Agreement.

25. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same legally recognized instrument.

26. **THIRD-PARTY BENEFICIARIES.** Employee specifically acknowledges and agrees that the direct and indirect subsidiaries, parents, owners, and affiliated companies of the Company are intended to be beneficiaries of this Agreement and shall have every right to enforce the terms and provisions of this Agreement in accordance with the provisions of this Agreement.

27. **NOTICES.** Notices regarding this Agreement shall be sent via email or to the mailing addresses of the Parties as set forth in the signature block to this Agreement.

28. **GOVERNING LAW AND FORUM SELECTION.** This Agreement shall be governed by and construed in accordance with the Federal Arbitration Act. Any non-arbitration-covered disputes shall be resolved under the substantive laws and in the jurisdiction of the state where Employee most recently worked for the Company.

29. **EMPLOYEE'S RIGHT TO CONSULT WITH COUNSEL.** Employee acknowledges that Employee has been provided an opportunity, and has been made aware of Employee's right, to consult with counsel of his or her choosing prior to signing this Agreement, including specifically (but without limitation) the LIMITED NONCOMPETE AGREEMENT set forth in Section 8, above.

30. **ENDNOTES AND EXCEPTIONS.** Certain foregoing provisions of this Agreement are hereby modified in certain states as described in the following subsections.

- a. **Section 3:** For Montana employees, the first 18 months of employment with the Company will be deemed a probationary period. This probationary period does not alter your status with the Company, which is "at-will" until the end of the probationary period. "At-will" employment means that both you and the Company are free to terminate the employment relationship at any time during the probationary period, with or without cause or notice. This should not be construed in any way to guarantee continued employment during the probationary period.
- b. **Section 5(f):** To the extent that Employee lives in Delaware, Illinois, Kansas, Nevada, New Jersey, New York, North Carolina, Utah or Washington, the provisions of this Agreement requiring assignment of Intellectual Property to the Company do not, and will not, apply to any Invention that qualifies for exclusion under the laws of each applicable state, as follows: For Delaware employees: "Any provision in an employment agreement which provides that the employee shall assign or offer to assign any of the employee's rights in an invention to the employee's employer shall not apply to an invention that the employee developed entirely on the employee's own time without using the employer's equipment, supplies, facility or trade secret information, except for those inventions that: (1) Relate to the employer's business or

actual or demonstrably anticipated research or development; or (2) Result from any work performed by the employee for the employer.” (Del. Code tit.19 § 805.) For Illinois employees: “A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.” (765 ILCS 1060/2.) For Kansas employees: “Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer shall not apply to an invention for which no equipment, supplies, facilities or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless: (1) the invention relates to the business of the employer or to the employer's actual or demonstrably anticipated research or development; or (2) the invention results from any work performed by the employee for the employer.” (Kan., Stat. § 44-130.) For Nevada employees: “Except as otherwise provided by express written agreement, an employer is the sole owner of any patentable invention or trade secret developed by his or her employee during the course and scope of the employment that relates directly to work performed during the course and scope of the employment.” (Nev. Rev. Stat. § 600.500.) For New Jersey employees: “(1) Any provision in an employment contract between an employee and employer, which provides that the employee shall assign or offer to assign any of the employee's rights to an invention to that employer, shall not apply to an invention that the employee develops entirely on the employee's own time, and without using the employer's equipment, supplies, facilities or information, including any trade secret information, except for those inventions that: (a) relate to the employer's business or actual or demonstrably anticipated research or development; or (b) result from any work performed by the employee on behalf of the employer. (2) To the extent any provision in an employment contract applies, or intends to apply, to an employee invention subject to this subsection, the provision shall be deemed against the public policy of this State and shall be unenforceable.” (N.J. Stat. § 34:1B-265.) For New York employees: “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: (a) 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 (b) result from any work performed by the employee for the employer.” (N.Y. Lab. Law §203-F.) For North Carolina employees: “Any provision in an employment agreement which provides that the employee shall assign or offer to assign any of his rights in an invention to his employer shall not apply to an invention that the employee developed entirely on his own time without using the employer's equipment, supplies, facility or trade secret information except for those inventions that (i) relate to the employer's business or actual or demonstrably anticipated research or development, or (ii) result from any work performed by the employee for the employer. To the extent a provision in an employment agreement purports to apply to the type of invention described, it is against the public policy of this State and is unenforceable. The employee shall

bear the burden of proof in establishing that his invention qualifies under this section.” (N.C. Gen Stat. § 66-57.1.) For Utah employees: “(1) An employment agreement between an employee and his employer is not enforceable against the employee to the extent that the agreement requires the employee to assign or license, or to offer to assign or license, to the employer any right or intellectual property in or to an invention that is: (a) created by the employee entirely on his own time; and (b) not an employment invention. (2) An agreement between an employee and his employer may require the employee to assign or license, or to offer to assign or license, to his employer any or all of his rights and intellectual property in or to an employment invention. (3) Subsection (1) does not apply to: (a) any right, intellectual property or invention that is required by law or by contract between the employer and the United States government or a state or local government to be assigned or licensed to the United States; or (b) an agreement between an employee and his employer which is not an employment agreement.” (Utah Code § 34-39-3(1)-(3).) For Washington employees: “(1) A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable. (2) An employer shall not require a provision made void and unenforceable by subsection (1) of this section as a condition of employment or continuing employment. (3) If an employment agreement entered into after September 1, 1979, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work preformed [performed] by the employee for the employer.” (Wash. Rev. Code § 49.44.140.)

- c. **Section 6:** The “**Nondisclosure Agreement**” shall apply not for the entire time period following Employee’s Employment, but rather shall apply only during the Restricted Period, in the following states: Arizona, Florida, Illinois, Indiana, New Jersey, Virginia and Wisconsin. Additionally, to the extent Section 6(a) applies in Wisconsin to Confidential Information that does not constitute a trade secret under applicable law, it shall apply only in geographic areas where the unauthorized disclosure or use of Confidential Information would be competitively damaging to the Company. For Washington employees, the following language is added: Nothing in this Agreement is intended to or shall prevent Employee from discussing or disclosing information that Employee has a right to discuss or disclose under applicable law, including but not limited to, Employee discussing or disclosing information relating to conduct that Employee reasonably believes to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, sexual assault, that is recognized as illegal under Washington state, federal, or common law, or that is recognized as against a clear mandate of public policy, and that occurs at the workplace, at work-related events

coordinated by or through the employer, between employees, or between an employer and an employee, whether on or off the employment premises, or other specifically permitted conduct an employee may discuss or disclose under applicable law.

- d. **Section 8:** The “**Limited Noncompete Agreement**” at Section 8 of this Agreement does not apply to: any employees in Illinois earning less than the statutory minimum compensation set by Illinois statute (e.g. between January 1, 2022 and January 2, 2027, the statutory threshold is \$75,000); any employees paid on an hourly basis in Nevada; North Dakota employees doing business in North Dakota; and Oklahoma employees doing business in Oklahoma. Any employee in Washington earning less than the statutory minimum compensation, and with respect to Washington employees doing business in Washington whose employment with the Company is terminated in connection with a Reduction in Force, in consideration of the post-employment restriction, and only if the Company elects to enforce such restriction, the Company will pay Employee sufficient monetary consideration as appropriate under the circumstances and as required by law. Section 8 of this Agreement shall only apply to Georgia employees doing business in Georgia if such employee: (i) customarily and regularly solicits for the Company customers or prospective customers, (ii) customarily and regularly engages in making sales or obtaining orders or contracts for products or services to be performed by others, (iii) performs duties where the employee primarily manages a customarily recognized department or subdivision or the enterprise in which the employee is employed, customarily and regularly directs the work of two or more employees, and has authority to make or influence employment decisions, including hiring, firing, advancement, promotion or other change of status of other employees, or (iv) performs the duties of a key employee or professional. For Maine employees doing business in Maine, the terms of Section 8 shall not take effect until after one year of employment or a period of six months from the date this Agreement is signed, whichever is later.
- e. **Section 9:** The “**Nonsolicitation of Customers/Prospective Customers**” provision shall apply not to any Prospective Customer, but rather shall apply only to any Customer, in the following states: Arizona, Illinois, Maryland, Missouri, Nebraska, New Hampshire, New Jersey, North Carolina, Oklahoma, South Dakota and Wisconsin. Additionally, in Wisconsin, Section 9 shall not apply to “attempts.” In Alabama and Washington, Section 9 shall only apply to current customers of the Company. For Washington, the words “for the purpose of providing services substantially similar to the Services” are replaced with “for the purpose of the Customer ceasing or reducing the amount of business it conducts with the Company.” Additionally, the Nonsolicitation of Customers/Prospective Customers provision at Section 9 of this Agreement does not apply to North Dakota employees doing business in in North Dakota. The Nonsolicitation of Customers/Prospective Customers provision at Section 9 of this Agreement does not apply to Illinois employees doing business in Illinois earning less than the statutory minimum compensation set by Illinois statute (e.g. between January 1, 2022 and January 2, 2027, the statutory threshold is \$45,000).
- f. **Section 10:** “**Nonrecruitment of Employees**” shall not apply in Wisconsin. The Nonrecruitment of Employees provision at Section 10 of this Agreement does not apply to Illinois employees doing business in Illinois earning less than the statutory minimum compensation set by Illinois statute (e.g. between January 1, 2022 and January 2, 2027, the statutory threshold is \$45,000). The Nonrecruitment of Employees provision at Section 10 of

this Agreement shall apply only in the Restricted Territory for Georgia employees. The **Restricted Period** for the nonrecruitment of Company employees in Section 10 shall be eighteen (18) months in the following states: Alabama. For Washington, the words “in an effort to hire such employees away from the Company, or to encourage any of the Company’s employees to leave employment with the Company” are replaced with “in an effort to encourage any of the Company’s employees to leave employment with the Company.”

- g. **Section 12:** The final sentence of Section 12 shall not apply in the following states: Arkansas, Louisiana, and Wisconsin.
- h. **Section 13(e): “Confidential Information”** The definition of Confidential Information shall include only information that has actual value to the Company in the following State(s): Wisconsin.
- i. **Section 13(h): “Restricted Period”** shall mean the entire term of Employee’s Employment with the Company and a one (1) year period immediately following the termination of Employee’s Employment, in the following jurisdictions: Arizona, Missouri, Montana, New Mexico, Utah, and Wyoming. **“Restricted Period”** shall mean the entire term of Employee’s Employment with the Company and an eighteen (18) month period immediately following the termination of Employee’s Employment, in the following states: Alabama, Oregon and Washington.
- j. **Section 16: “Non-Disparagement”** For Washington employees, the following language is added: Nothing in this Agreement is intended to or shall prevent Employee from discussing or disclosing information that Employee has a right to discuss or disclose under applicable law, including but not limited to, Employee discussing or disclosing information relating to conduct that Employee reasonably believes to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, sexual assault, that is recognized as illegal under Washington state, federal, or common law, or that is recognized as against a clear mandate of public policy, and that occurs at the workplace, at work-related events coordinated by or through the employer, between employees, or between an employer and an employee, whether on or off the employment premises, or other specifically permitted conduct an employee may discuss or disclose under applicable law. For New York employees, the following language is added: Nothing in this Agreement shall prevent Employee from speaking with law enforcement, the Equal Employment Opportunity Commission, the state division of human rights, a local commission on human rights or an attorney retained by Employee.
- k. **Section 28: “Governing Law and Forum Selection”** For employees who primarily reside or work in Washington, this Section is amended in its entirety to read as follows: “This Agreement shall be governed by and construed in accordance with the Federal Arbitration Act. Any claims arising in Washington that are subject to arbitration or litigation under this Agreement shall be adjudicated in the state of Washington; and any non-arbitration-covered disputes shall be resolved under the substantive laws and in the jurisdiction of the state of Washington.”
- l. **Addendums.** For Colorado, Illinois, Louisiana, Massachusetts, Minnesota, Oregon, or Washington, D.C., please see the attached Addendum.

The Parties have executed this Employment and Restrictive Covenants Agreement, which is effective as of the Effective Date written above.

NICHOLAS WAGNER

AMTECH LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Address: _____

Title: _____

Date: _____

CONSENT TO MANDATORY ARBITRATION

EMPLOYEE UNDERSTANDS, AGREES, AND CONSENTS TO THE TERMS OF THE BINDING ARBITRATION PROVISION SET FORTH IN SECTION 14, AND EMPLOYEE AND THE COMPANY HEREBY EACH EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY ARBITRATION-COVERED CLAIMS ARISING OUT OF EMPLOYMENT WITH THE COMPANY. BY INITIALING BELOW, EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS READ, UNDERSTANDS, AGREES AND CONSENTS TO THE TERMS OF THE BINDING ARBITRATION PROVISION SET FORTH IN SECTION 14, INCLUDING THE CLASS ACTION WAIVER.

Employee Signature: _____

Schedule 1

(List of Employee's Prior Inventions)

PLEASE SELECT ONLY 1 OF THE FOLLOWING OPTIONS

_____ By initialing here, I represent and warrant that I have no Prior Inventions, as that term is defined in the Agreement to which this Schedule 1 is attached.

OR

_____ Below is a complete and accurate list of Prior Inventions, as that term is defined in the Agreement to which this Schedule 1 is attached.

For Employee:

Signature: _____

Printed Name: _____

Date: _____

Enclosed for your reference is our current form of Background Applicant Disclosure and Consent Form (Along with the appropriate other documents).

Please be advised that we are not your legal counsel but have provided the enclosed forms for your reference and convenience. As this is a changing and dynamic regulatory landscape, future changes and developments may require modifications to the enclosed form(s) to remain fully compliant.

Enclosed are the following:

1. **DISCLOSURE AND CONSENT CONCERNING CONSUMER AND INVESTIGATIVE CONSUMER REPORTS**
2. **NOTICES REQUIRED UNDER STATE LAW.** Please note that some states will require that additional information and/or notices be provided to applicants.
3. **SUMMARY OF AN APPLICANT'S/EMPLOYEE'S RIGHTS UNDER THE FAIR CREDIT REPORTING ACT (which must be provided with the disclosure and consent form)**



DISCLOSURE AND CONSENT CONCERNING CONSUMER AND INVESTIGATIVE CONSUMER REPORTS

This form, which you should read carefully, has been provided to you because Amtech LLC ("Company") may request Consumer Reports and/or Investigative Consumer Reports from a consumer reporting agency. The Company will use any such report(s) solely for employment-related purposes. Consumer Reports or Investigative Consumer Reports will be obtained from CSS Inc. ("CSS") located at 20 E. Clementon Rd, Suite 201-S, Gibbsboro, NJ 08026. They can be contacted at 856-627-5600. Under the provisions of the Fair Credit Reporting Act, 15 USC, Section 1681 et seq., the Americans with Disabilities Act, the Drivers Privacy Protection Act and all other applicable federal, state, and local laws, I hereby authorize and permit CSS, to obtain a consumer report and/or an investigative consumer report which may include the following: Reports may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The types of information that may be obtained include, but are not limited to: credit reports, social security number, criminal records checks, public court records checks, including civil, driving records, educational records, verification of employment positions held, workers compensation records, personal and professional references, licensing, certification, etc. The information contained in these reports may be obtained by CSS from private or public record sources including sources identified by you in your job application or through interviews or correspondence with your past or present coworkers, neighbors, friends, associates, current or former employers, educational institutions or other acquaintances.

Additional State Law Notices: Please see the next page to read the additional notices that may be relevant to you if you live in or are applying for work in any of the following states: **California, Maine, New York, Washington, Massachusetts, Minnesota, Vermont, Oklahoma, Connecticut, Oregon, or New Jersey.**

CONSENT

I have carefully read and understand this Disclosure and Consent form and, by my signature below, consent to the release of consumer and/or investigative consumer reports, as defined above, to the Company in conjunction with my application for employment. I further understand that any and all information contained in my job application or otherwise disclosed to the Company by me before, during or after my employment, if any, may be utilized for the purpose of obtaining the consumer reports or investigative consumer reports requested by the Company. I understand that if the Company hires me, it may request a consumer report and/or an investigative consumer report about me, as defined above, for employment-related purposes during the course of my employment. I understand that my consent will apply throughout my employment, to the extent permitted by law, unless I revoke or cancel my consent by sending a signed letter or statement to the Company at any time. This Disclosure and Consent form, in original, faxed, photocopied or electronic form, will be valid for any reports that may be requested by the Company.

_____ I acknowledge that I have received the attached State Law Notices. (Please initial)

_____ I acknowledge that I have received the attached Summary of Rights under the Fair Credit Reporting Act. (Please initial)

Further, I acknowledge receipt of the attached summary of my rights under the Fair Credit Reporting Act and, as required by law, any related state summary of rights.

Applicant Last Name: _____ First: _____ Middle: _____

Social Security #: _____ Date of Birth (for ID purposes only): _____

Drivers License Number: _____ State of Issue: _____

Present Address: _____

City/State/Zip _____

Phone Number: _____ Email Address: _____

Applicant Signature _____ Date _____

Parent / Guardian Signature _____ Date _____
(If Applicant is under 18 years of age)

California, Maine, Massachusetts, Minnesota, New Jersey & Oklahoma Applicants Only:

☐ I wish to receive a free copy of any Consumer Report and/or Investigative Consumer Report on me that is requested.

ADDITIONAL STATE LAW NOTICES

California, Maine, Massachusetts, Minnesota, New Jersey & Oklahoma Applicants Only: I have the right to request a copy of any Report obtained by COMPANY from CSS by checking the box below the signature line above.

California, Connecticut, Maryland, Oregon and Washington State Applicants Only (AS APPLICABLE): I further understand that COMPANY will not obtain information about my credit history, credit worthiness, credit standing, or credit capacity unless: (i) the information is required by law; (ii) I am seeking employment with a financial institution (California and Connecticut only – in California the financial institution must be subject to Sections 6801-6809 of the U.S. Code); (iii) I am seeking employment with a financial institution that accepts deposits that are insured by a federal agency, or an affiliate or subsidiary of the financial institution or a credit union share guaranty corporation that is approved by the Maryland Commissioner of Financial Regulation or an entity or an affiliate of the entity that is registered as an investment advisor with the United States Securities and Exchange Commission (Maryland only); (iv) the information is substantially job related, and the bona fide reasons for using the information are disclosed to me in writing, (Connecticut, Maryland, Oregon and Washington only); (v) I am seeking employment as a covered police, officer, peace officer or other law enforcement position (California and Oregon only – in Oregon the police or peace officer position must be sought with a federally insured bank or credit union), (vi) the COMPANY reasonably believes I have engaged in specific activity that constitutes a violation of law related to my employment (Connecticut only), (vii) I am seeking a position with the state Department of Justice (California only), (viii) I am seeking a position as an exempt managerial employee (California only), or (viii) I am seeking employment in a position that involves regular access to personal information of others (i.e., bank or credit card account information, social security numbers, dates of birth), other than regular solicitation of credit card applications at a retail establishment, I am seeking employment in a position that requires me to be a named signatory on the employer's bank or credit card or otherwise authorized to enter into financial contracts on behalf of the employer, I am seeking employment in a position that involves access to confidential or proprietary information of the Company or regular access to \$10,000 or more in cash (California only).

New York Applicants Only: I also acknowledge that I have received the attached copy of Article 23A of New York's Correction Law. I further understand that I may request a copy of any investigative consumer report by contacting CSS. I further understand that I will be advised if any further checks are requested and provided the name and address of the consumer reporting agency.

California Applicants and Residents: If I am applying for employment in California or reside in California, I understand I have the right to visually inspect the files concerning me maintained by an investigative consumer reporting agency during normal business hours and upon reasonable notice. The inspection can be done in person, and, if I appear in person and furnish proper identification; I am entitled to a copy of the file for a fee not to exceed the actual costs of duplication. I am entitled to be accompanied by one person of my choosing, who shall furnish reasonable identification. The inspection can also be done via certified mail if I make a written request, with proper identification, for copies to be sent to a specified addressee. I can also request a summary of the information to be provided by telephone if I make a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or directly charged to me. I further understand that the investigative consumer reporting agency shall provide trained personnel to explain to me any of the information furnished to me; I shall receive from the investigative consumer reporting agency a written explanation of any coded information contained in files maintained on me. "Proper identification" as used in this paragraph means information generally deemed sufficient to identify a person, including documents such as a valid driver's license, social security account number, military identification card and credit cards. I understand that I can access the following website – www.csscheck360.com to learn more about CSS and view their current privacy policy at <http://www.csscheck360.com/privacy.pdf>.

A Summary of Your Rights Under the Fair Credit Reporting Act

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - ✦ a person has taken adverse action against you because of information in your credit report;
 - ✦ you are the victim of identify theft and place a fraud alert in your file;
 - ✦ your file contains inaccurate information as a result of fraud;
 - ✦ you are on public assistance;
 - ✦ you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be

removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567- 8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:

1 .a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.

b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:

2. To the extent not included in item 1 above:

a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks

b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act

c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations

d. Federal Credit Unions

3. Air carriers

4. Creditors Subject to Surface Transportation Board

5. Creditors Subject to Packers and Stockyards Act

6. Small Business Investment Companies

7. Brokers and Dealers

8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations

9. Retailers, Finance Companies, and All Other Creditors Not Listed Above

CONTACT:

a. Bureau of Consumer Financial Protection
1700 G Street NW
Washington, DC 20006

b. Federal Trade Commission: Consumer Response Center
- FCRA
Washington, DC 20580
(877) 382-4357

a. Office of the Comptroller of the Currency Customer Assistance Group
1301 McKinney Street, Suite 3450
Houston, TX 77010-9050

b. Federal Reserve Consumer Help Center
P.O. Box 1200
Minneapolis, MN 55480

c. FDIC Consumer Response Center
1100 Walnut Street, Box #11
Kansas City, MO 64106

d. National Credit Union Administration Office of Consumer Protection (OCP)
Division of Consumer Compliance and Outreach (DCCO)
1775 Duke Street
Alexandria, VA 22314

Asst. General Counsel for Aviation Enforcement & Proceedings
Department of Transportation
400 Seventh Street SW
Washington, DC 20590

Office of Proceedings, Surface Transportation Board
Department of Transportation
1925 K Street NW
Washington, DC 20423

Nearest Packers and Stockyards Administration area supervisor

Associate Deputy Administrator for Capital Access
United States Small Business Administration
406 Third Street, SW, 8th Floor
Washington, DC 20416

Securities and Exchange Commission
100 F St NE
Washington, DC 20549

Farm Credit Administration
1501 Farm Credit Drive
McLean, VA 22102-5090

FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA
Washington, DC 20580
(877) 382-4357

**NEW YORK CORRECTIONAL LAW ARTICLE 23-A
LICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY CONVICTED OF ONE OR MORE CRIMINAL
OFFENSES**

750. Definitions. For the purposes of this article, the following terms shall have the following meanings:

(1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.

(2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.

(3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.

(4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.

(5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

751. Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation

in connection with an application for employment made by a prospective employee or previously made by a current employee.

752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

(1) there is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or

(2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

753. Factors to be considered concerning a previous criminal conviction; presumption.

1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

(a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.

(b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.

(c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.

(d) The time which has elapsed since the occurrence of the criminal offense or offenses.

(e) The age of the person at the time of occurrence of the criminal offense or offenses.

(f) The seriousness of the offense or offenses.

(g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.

(h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

754. Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial

755. Enforcement.

1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.

2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.