



2099 Gateway Place Suite 140 San Jose, CA 95110

03/01/2022

Danlin Shen
2785 Arbor Lane
Ontario, CA 91762
United States

Re: Offer Letter

Dear Danlin,

Astreya Partners, LLC a California Limited Liability Company ("Astreya") is pleased to offer you the Full-Time Exempt position of Senior Data Engineer as a member of Astreya's Professional Services division. Based on your previous experience, education and skills, we feel that you will be a valuable addition to our Team. Please carefully review this Offer Letter, as well as the attached Astreya Employment Agreement and Astreya's Confidential & Proprietary Information Agreement and Assignment of Inventions/Ideas, which embodies all of the terms of our employment offer to you.

Your projected start date will be 03/28/2022. The position of Senior Data Engineer will be reporting directly to your Hiring Manager, Raineesh Chaganla. This position will be located in Remote, CA, United States. Generally, office hours are between 8:00am to 5:00pm Monday through Friday; however, your office hours will be assigned by your immediate manager. As a Senior Data Engineer, you are expected to perform the necessary hours to complete required work in a professional manner.

Astreya may change your job title, responsibilities, schedule or work location as it deems necessary. We appreciate your being flexible as the assignment requires.

Your compensation package will be as follows:

- Effective on your start date your pay rate will be USD 5,192.30 per pay period (every two weeks). This equates to USD 135,000.00 on an annual basis. Partial months worked may be prorated. Paydays will be on a bi-weekly basis for the prior two weeks. When a company holiday falls in the work week, you will be paid for that holiday.
- Your target incentive will be \$15,000 annually at 100% performance, pursuant to the current Corporate Incentive Plan ("Performance Bonus Plan"), pro-rated based on hire date for the first fiscal year. Bonuses are paid quarterly and you must be an employee at the end of the fiscal year to be eligible. The criteria that you will be measured against will be detailed by your direct manager.

IN ADDITION TO THE AFOREMENTIONED COMPENSATION:

Astreya is very pleased to offer a comprehensive benefits package that includes the following:

Company Medical, Dental, Vision, Life / AD&D, & LTD/STD insurance. You will be eligible for insurance on the first day of the month coinciding with or following date of hire. You may also obtain coverage for your eligible dependents at the same time. The company contributes to the cost of your health insurance premiums and your overall cost will vary based on the plan and benefit level you select. Employee contributions may be taken on a pre-tax basis.

You will be eligible to participate in the company sponsored 401(k) plan on the first of the month following your date of hire.

You will be eligible to accrue PTO at a rate of one hundred twenty (120) hours per year, prorated for each payroll period. The maximum PTO accrued balance is one hundred twenty (120) hours. Once the maximum of one hundred twenty (120) hours has been reached, no additional PTO will accrue until the previously accrued PTO balance drops below the maximum allowed. You will not be given retroactive credit for any period of time in which you did not accrue PTO because you were at the maximum.

As you know, Astreya may modify your compensation package and benefits from time to time as it deems necessary. Any modification must be in writing and approved by an officer of Astreya.

Compensation information is confidential and proprietary and should not be shared with anyone other than the hiring manager and/or an Astreya HR representative. At no time should compensation information be shared with a client or colleague.

The employment relationship between you and Astreya is "at will". This means that as an employee, you may terminate your employment at any time for any reason with or without cause and with or without advance notice to Astreya. Similarly, Astreya may terminate your employment at any time for any reason with or without cause and with or without advance notice. In the event you terminate your employment voluntarily or your employment is terminated by Astreya Partners, LLC a California Limited Liability Company, you shall not be entitled to receive pay for any period subsequent to the date of termination.

This offer is subject to successful completion of a background check for which you authorize by signing below, and further, the submission of an I-9 and satisfactory documentation of your identification and right to work no later than three days after your employment begins.

We ask that you provide all information and documentation as requested for your personnel file and sign the necessary forms in compliance with company policies and applicable labor laws.

To accept employment at Astreya under the terms set out in this Offer Letter, please sign and date this Letter, as well as the attached Astreya Employment Agreement and Astreya Confidential & Proprietary Information Agreement and Assignment of Inventions/Ideas and return it to us. This offer will expire if not accepted by 03/05/2022.

As you know, we are intent on assembling the best possible team and have selected you because of your professional attitude and the many positive contributions you can make. We believe that you are the type of person who will respond to the significant challenges involved and derive great gratification from your accomplishments. We look forward to working with you as part of the Astreya Professional Services team.

Very truly yours,



Shirley Chow
CFO

I, Danlin Shen, accept this offer of employment.

DocuSigned by:

6B5A938EBC8E44C...
Signature

3/2/2022

Date

EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 03/28/2022 by and between Astreya Partners, LLC a California Limited Liability Company, (hereafter "COMPANY") and Danlin Shen hereafter "EMPLOYEE").

1. Services. During the term of employment, EMPLOYEE shall provide services as a **Senior Data Engineer** and shall have such duties as the officers of COMPANY or EMPLOYEE's designated managers shall direct from time to time. EMPLOYEE shall observe and abide by COMPANY's Rules and Policies as set forth in any EMPLOYEE handbook as may be published or as may be modified by COMPANY from time to time.
 2. Exclusivity of Employment. EMPLOYEE agrees to devote his/her entire time, skill, labor and attention to this employment and, during the term of this employment, not to engage in any other business or calling.
 3. At-Will Employment. EMPLOYEE is to commence employment on 03/28/2022. Just as EMPLOYEE reserves the right to terminate employment with or without cause and/or with or without advance notice, so too does COMPANY reserve this same right. Accordingly, employment is "at-will," meaning that either EMPLOYEE or COMPANY may conclude the employment relationship at any time with or without cause and with or without advance notice. This at-will relationship may only be modified by a written confirmation of a specific term of employment signed by the President of COMPANY.
 4. Compensation. As compensation for the proper and satisfactory performance of all duties under this Agreement, Please refer to your Offer Letter for compensation details. COMPANY reserves the right to modify compensation at its sole discretion.
 5. Expenses. COMPANY shall reimburse EMPLOYEE for all reasonable out of pocket expenses incurred by EMPLOYEE in connection with the performance of EMPLOYEE's duties under this Agreement upon presentation of appropriate vouchers, provided, however, that such expenses shall have been approved in advance by EMPLOYEE's manager or that such expense is of the sort of which is clearly within COMPANY's reimbursement guidelines.
 6. Warranties. EMPLOYEE shall have no right or authority, express or implied, directly or indirectly, to alter, enlarge or limit the representations or guarantees expressly contained in COMPANY's most current written product warranty as distributed by COMPANY for its applicable product(s). COMPANY may, at its sole discretion, amend product warranty(ies) from time to time, and said warranty(ies), as amended, will become a part of this Agreement for purposes of this paragraph after COMPANY has delivered reasonable notice of same to EMPLOYEE.
 7. Confidential/Proprietary Information. EMPLOYEE acknowledges that, in the course of promoting and selling Company products and performing his/her duties under this Agreement, he/she may obtain information relating to COMPANY and to its products which EMPLOYEE knows or has reason to know is of a confidential and/or proprietary nature ("Confidential Information"). Such Confidential Information may Include, but is not limited to, minimum price guidelines, future product releases, trade secrets, know-how, inventions, techniques, processes, pricing and discount schedules, customer lists, channel partners, financial information and sales and marketing plans. Ownership and all right, title and interest in and to any trademarks, trade names or service marks relating to any product, customer lists, manufacturing processes and pricing information shall remain vested solely in COMPANY.
- The accompanying Confidential & Proprietary Information Agreement and Assignment of Inventions/Ideas is incorporated herein by reference and shall remain binding on EMPLOYEE during EMPLOYEE's employment by COMPANY and following the conclusion of EMPLOYEE's employment. EMPLOYEE shall at all times keep and hold such Confidential Information in the strictest confidence, and shall not use Confidential Information for any purpose, other than as may be reasonably necessary for the performance of his/her duties for COMPANY pursuant to this Agreement, without COMPANY's prior written consent. EMPLOYEE shall not disclose any Confidential Information to any person or entity, other than to EMPLOYEE's agents or consultants as may be reasonably necessary for purposes of performing his/her duties hereunder, without COMPANY's prior written consent. The obligations of this section shall survive the termination of this Agreement.
8. Intellectual Property. EMPLOYEE shall promptly disclose fully and only to COMPANY all ideas, plans, developments, improvements or patentable inventions that relate directly or indirectly to the business of COMPANY, that are known, made, or discovered by EMPLOYEE at any time during the term of employment. Any idea, method, plan, development, improvement or invention that EMPLOYEE is obligated to disclose to COMPANY under this Section 9 shall be the property of COMPANY. EMPLOYEE shall:
 - (a) provide any and all assistance to COMPANY in making any patent applications or other applications for obtaining exclusive rights in, and
 - (b) do all other things reasonably necessary to vest in COMPANY or its assigns the ideas, methods, plans, developments, improvements or inventions.
 EMPLOYEE has reviewed and agrees to be bound by the contents of Exhibit A, Limited Exclusion Notification, and Exhibit B, List of Inventions, which are incorporated herein by reference and are attached hereto.

Employment Agreement

EMPLOYEE's Initials

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9. Enforcement of Section 8. EMPLOYEE acknowledges that damages at law alone will be an insufficient remedy to COMPANY if the EMPLOYEE violates the terms of Section 8 of this Agreement and that COMPANY would suffer irreparable damage as a result of such a violation. Accordingly, COMPANY shall be entitled, if there is a breach or threatened breach, upon application to a court of competent jurisdiction, to obtain injunctive relief to enforce the provisions of Section 8 and for an award of its reasonable attorney fees and costs against EMPLOYEE. Injunctive relief shall be in addition to any other rights or remedies available to COMPANY, including damages at law.

10. Return of COMPANY Property. Promptly upon termination of EMPLOYEE's employment, EMPLOYEE shall turn over to COMPANY all proprietary and/or Confidential Information and all other COMPANY information and material, including, without limitation, all samples, pamphlets, catalogs, booklets and other technical advertising data and literature concerning COMPANY and/or its products, and all copies thereof, in the possession, custody or control of EMPLOYEE. EMPLOYEE shall also cease using all COMPANY logos, trademarks, and service marks.

11. Other Agreements. EMPLOYEE represents and warrants that the execution of this Agreement and the performance of EMPLOYEE's obligations under this Agreement will not conflict with, result in the breach of any provision of, cause the termination of, or constitute a default under any agreement to which the EMPLOYEE is a party or by which the EMPLOYEE is or may be bound.

12. No Prior Restrictive Agreements. EMPLOYEE represents that EMPLOYEE is not in any manner limited in providing services hereunder by any restrictive agreements with his or her prior employers.

13. Confidential Agreement. EMPLOYEE shall not disclose any of the terms and conditions of this Agreement to any person or entity whatsoever other than legal counsel, except as such disclosure may be required for accounting or tax reporting purposes or as otherwise may be required by law. The obligations of this paragraph shall survive the termination of this Agreement.

14. Drafting. This Agreement is the result of a negotiation between the parties and its terms are contractual, not mere recital, and are to be deemed jointly drafted by the parties hereto. The parties agree that California law shall apply to the interpretation and enforcement of this Agreement.

15. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses:

EMPLOYEE: **Danlin Shen**
2785 Arbor Lane
Ontario, CA 91762

COMPANY: **Astreya Partners, LLC a California Limited Liability Company**
2099 Gateway Place, Suite 140
San Jose, CA 95110

All notices and other communications shall be deemed to be given at the expiration of three days after the date of mailing. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

16. Non-waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. Severability. In the event any section, subsection, provision or clause of this Agreement or any combination thereof is found to be unenforceable, those findings shall not in any way affect the other sections, subsections, provision, or clauses of this Agreement, which shall continue in full force and effect.

18. Titles of Paragraphs. The title of the various paragraphs of this Agreement are used for convenience of reference only and are not intended to and shall not in any way enlarge or diminish the rights or obligations of the parties or affect the meaning or construction of this document.

19. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original but both of which constitute one and the same Agreement.

20. Governing Law. This Agreement, and any other Agreements and/or documents referred to herein, shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

Employment Agreement

EMPLOYEE's Initials

DS
DS

21. Binding Arbitration. Any claim, dispute, or controversy arising out of or in any way relating to EMPLOYEE's employment by COMPANY, this Agreement or the alleged breach of this Agreement will be submitted by the parties to binding arbitration in San Jose, California by Judicial Arbitration Mediation Services ("JAMS") pursuant to applicable rules then in effect and allowing for discovery pursuant to the Federal Arbitration Act. COMPANY shall pay all arbitration fees, deposits and administrative costs assessed by JAMS, except that EMPLOYEE shall be required to pay administrative fees to JAMS not to exceed the amount of the then-current filing fee for a civil action filed in the court of general jurisdiction in the state where EMPLOYEE was last employed by COMPANY. The arbitrator shall have the power to award attorney's fees, costs and expert witness fees according to statute, or according to a separate written agreement between the parties, or the national rules for the resolution of employment disputes of JAMS, but shall have no other power to award attorney's fees, costs, or expert witness fees.

22. Binding Arbitration. EMPLOYEE and COMPANY agree that, by entering into this Agreement, all parties to the Agreement are waiving the right to participate in a class action. Any arbitration under this Agreement will take place on an individual basis; class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity are not allowed, nor is combining individual proceedings without the written consent of all parties. This arbitration agreement does not preclude EMPLOYEE from bringing issues to the attention of federal, state, or local agencies, including, for example, the Equal Employment Opportunities Commission. Such agencies can, if the law allows, seek relief on EMPLOYEE's behalf. If Section 22 is found to be illegal or unenforceable in the applicable jurisdiction as to all or some parts of a dispute, those parts shall not be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 22 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 22 still applies.

23. Integration/Modification/Entire Agreement. This Agreement, along with the accompanying Confidential & Proprietary Information Agreement and Assignment of Inventions/Ideas, shall constitute the entire agreement between the parties, and supersede any and all other agreements, either oral or written, between the parties with respect to the rendering of services by EMPLOYEE for COMPANY, and contain all the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be enforceable. This Agreement is intended by the parties to be a complete and wholly integrated expression of their understanding and agreement, and it may not be altered, amended, modified or otherwise changed in any way except by a written instrument, which specifically identifies the intended alteration, amendment, modification or other change and clearly expresses the intention to so change this Agreement, signed by EMPLOYEE and by the Chief Executive Officer of COMPANY. EMPLOYEE acknowledges that he has received a copy of the Company Policy Handbook currently in effect, has reviewed same and agrees to observe its terms. In the event of any conflict between the provisions of this Agreement and any other COMPANY policy now or hereafter in effect, the provisions of this Agreement shall prevail.

AUTHORIZED SIGNATURES: In order to bind the parties to this Employment Agreement, the parties or their duly authorized agents have signed below on the dates indicated.

DocuSigned by:

3/2/2022
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EMPLOYEE signature


COMPANY signature

EXHIBIT A

LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you, under Section 2872 of the California Labor Code, that the foregoing Agreement between you and COMPANY does not require you to assign or offer to assign to COMPANY any invention that you developed entirely on your own time without using equipment, supplies, facilities or trade secret information belonging to COMPANY except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the business, or actual or demonstrably anticipated research or development of COMPANY; or
- (2) Result from any work performed by you for COMPANY.

To the extent that a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this State and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between COMPANY and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

DocuSigned by:
By: Danlin Shen Danlin Shen
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Dated: 3/2/2022
DocuSigned by:
Witnessed by: Rose Marie Wheeler Marie wheeler
E1272F7A0DA0487
(printed name of representative)

Dated: 3/2/2022

EXHIBIT B

LIST OF INVENTIONS

The following is a complete list of all inventions, discoveries, developments, improvements, trade secrets, or works of authorship relevant to the subject matter of EMPLOYEE providing services to COMPANY, which have been made or conceived or first reduced to practice by EMPLOYEE alone or jointly with others prior to EMPLOYEE's relationship to COMPANY. EMPLOYEE desires to remove those inventions and improvements listed, if any, from the operation of the foregoing Employment Agreement between COMPANY and EMPLOYEE which are noted by an * and EMPLOYEE's initials next to such invention or improvement.

☒ No inventions or improvements.

- or -

Insert details as needed: N/A

This List of Inventions is part of and incorporated by reference into the attached Employment Agreement.

Employee Name: **Danlin Shen**

Signature: *Danlin Shen*

Date: 3/2/2022

Astreya Partners, LLC a California Limited Liability Company
CONFIDENTIAL & PROPRIETARY INFORMATION AGREEMENT
AND ASSIGNMENT OF INVENTIONS/IDEAS

This Agreement, effective as of 03/28/2022 is between Astreya Partners, LLC a California Limited Liability Company ("Employer"), and Danlin Shen ("Employee" or "Contractor").

Recitals

Employer has spent significant time, effort and money to develop certain Proprietary Information (as defined below), which Employer considers vital to its business and goodwill.

The Proprietary Information will necessarily be communicated to or acquired by Employee/Contractor in the course of employment with Employer, and Employer wishes to hire Employee/Contractor only if, in doing so, it can protect its Proprietary Information and goodwill.

Employer anticipates that certain Inventions/Ideas (as defined below) will be conceived, developed, or reduced to practice by Employee/Contractor during the course of his employment by Employer.

Employer wishes to hire Employee/Contractor only if, in doing so, it can provide for the disclosure, assignment, and protection of these Inventions/Ideas as provided in this Agreement.

Agreement

ACCORDINGLY, the parties agree as follows:

1. Term of Agreement.

a. Basic Term. This Agreement shall continue in full force and effect for the duration of Employee's/Contractor's employment by Employer (the "Period of Employment") and shall continue thereafter until terminated through a written instrument signed by both parties.

b. Termination Obligations.

i. Employee/Contractor agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data), and copies thereof, created on any medium and furnished to, obtained by, or prepared by Employee/Contractor in the course of or incident to employment, belongs to Employer and shall be returned promptly to Employer upon termination of the Period of Employment.

ii. Employee's/Contractor's representations, warranties, and obligations contained in this Agreement shall survive the termination of the Period of Employment, and Employee's/Contractor's representations and warranties shall also survive the expiration of this Agreement.

iii. Following any termination of the Period of Employment, Employee/Contractor shall fully cooperate with Employer in all matters relating to Employee's/Contractor's continuing obligations under this Agreement.

2. Proprietary Information.

a. Defined. "Proprietary Information" is all information and any idea in whatever form, tangible or intangible, pertaining in any manner to the business of Employer, or any Affiliate, or its employees, contractors, clients, consultants, or business associates, which was produced by any employee/contractor of Employer in the course of his or her employment or otherwise produced or acquired by or on behalf of Employer. All Proprietary Information not generally known outside of Employer's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." Without limiting the foregoing definition, Proprietary and Confidential Information shall include, but not be limited to: (i) formulas, teaching and development techniques, processes, trade secrets, computer programs, electronic codes, inventions, improvements, and research projects; (ii) information about costs, profits, markets, sales, and lists of customers or clients; (iii) business, marketing, and strategic plans; and (iv) employee/contractor personnel files and compensation information. For purposes of this Agreement, "Affiliate" shall mean any person or entity that directly or indirectly controls, is controlled by, or is under common control with Employer.

b. General Restrictions on Use. During the Period of Employment, Employee/Contractor shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of Employer and as is necessary to carry out Employee's/Contractor's responsibilities under this Agreement. Following termination, Employee/Contractor shall neither directly or indirectly, use any Proprietary Information nor disclose any Confidential Information, except as expressly and specifically authorized in writing by Employer. The publication of any Proprietary Information through literature or speeches must be approved in advance in writing by Employer. WARNING: Improper use or disclosure of trade secrets can be a violation of state and federal law punishable by fines and imprisonment.

c. Location and Reproduction. Employee/Contractor shall maintain at Employee's/Contractor's work station and/or any other place under Employee's/Contractor's

control only such Confidential Information as Employee/Contractor has a current "need to know." Employee/Contractor shall return to the appropriate person or location such Confidential Information when Employee/Contractor has finished with it or is not using it. Only at the direction of the Employer shall the Employee/Contractor properly dispose of Confidential Information. Employee/Contractor shall not make copies of or otherwise reproduce Confidential Information unless there is a legitimate business need for reproduction.

d. Prior Actions and Knowledge. Employee/Contractor represents and warrants that from the time of his first contact with Employer, Employee/Contractor has held in strict confidence all Confidential Information and has not disclosed any Confidential Information, directly or indirectly, to anyone outside of Employer, or used, copied, published, or summarized any Confidential Information, except to the extent otherwise permitted in this Agreement.

e. Third-Party Information. Employee/Contractor acknowledges that Employer has received and in the future will receive from third parties their confidential information subject to a duty on Employer's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee/Contractor agrees that Employee/Contractor owes Employer and such third parties, during the Period of Employment and thereafter, a duty to hold all such confidential information in the strictest confidence and not to disclose or use it, except as necessary to perform Employee's/Contractor's obligations hereunder and as is consistent with Employer's agreement with such third parties.

f. Conflicting Obligations. Employee/Contractor represents and warrants that Employee's/Contractor's execution of this Agreement, employment with Employer, and the performance of Employee's/Contractor's proposed duties under this Agreement will not violate any obligations Employee/Contractor may have to any former employer (or other person or entity), including any obligations with respect to proprietary or confidential information of any other person or entity. Employee/Contractor agrees that Employee/Contractor will not use for the benefit of, or disclose to, Employer any confidential information belonging to any former employer or other entity unless Employee/Contractor has written permission from the employer or entity to do so (or unless Employer has been granted such permission).

3. Other Activity During Employment. Except upon the prior written consent of Employer, Employee/Contractor (during the Period of Employment) shall not (i) accept any other employment; or (ii) engage, directly or indirectly, in any other business, commercial, or professional activity (whether or not pursued for pecuniary advantage) that is or may be competitive with Employer, that might create a conflict of interest with Employer, or that otherwise might interfere with the business of Employer, or any Affiliate. So that Employer may be aware of the extent of any other demands upon Employee's/Contractor's time and attention, Employee/Contractor shall disclose in confidence to Employer the nature and scope of any other business activity in which Employee/Contractor is or becomes engaged during the Period of Employment.

4. Competitive Activity.

a. Acknowledgment. Employee/Contractor acknowledges and agrees that the pursuit of the activities forbidden by Section 4(b) would necessarily involve the use or disclosure of Confidential Information in breach of Section 2, but that proof of such a breach would be extremely difficult.

b. Prohibited Activity After Employment. To forestall the above-described disclosure, use, and breach, Employee/Contractor agrees that for a period of one (1) year after termination of the Period of Employment, he shall not, directly or indirectly, (i) divert or attempt to divert from Employer (or any Affiliate) any business of any kind in which it is engaged; (ii) employ or recommend for employment any person employed by Employer (or any Affiliate); or (iii) engage in any business activity that is or may be competitive with Employer (or any Affiliate), unless Employee/Contractor can prove that any action taken in contravention of this subsection was done without the use in any way of Confidential Information.

5. Interference with Business. In order to avoid disruption of Employer's business, Employee/Contractor agrees that for a period of one (1) year after termination of the Period of Employment, Employee/Contractor shall not, directly or indirectly, (i) solicit any customer of Employer (or any Affiliate) known to Employee/Contractor during the period of Employment to have been a customer; or (ii) solicit for employment any person employed by Employer (or any Affiliate).

6. Inventions and Ideas.

a. Defined; Statutory Notice. The term "Invention/Idea" includes any and all ideas, processes, trademarks, service marks, inventions, technology, computer hardware or software, original works of authorship, designs, formulas, discoveries, patents, copyrights, products, and all improvements, know-how, rights, and claims related to the foregoing that are conceived, developed, or reduced to practice by Employee/Contractor, alone or with others, during the Period of Employment, except to the extent that California Labor Code Section 2870 lawfully prohibits the assignment of rights in such intellectual property.

Employee/Contractor acknowledges that Employee/Contractor understands that this definition is limited by California Labor Code Section 2870, which provides:

"(a) Any provision in an employment agreement which provides that an employee/contractor 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/contractor developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development

of the employer; or

(2) Result from any work performed by the employee/contractor for the employer.

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

Nothing in this Agreement is intended to expand the scope of protection provided Employee/Contractor by Sections 2870 through 2872 of the California Labor Code.

b. Disclosure. Employee/Contractor shall maintain adequate and current written records on the development of all Inventions/Ideas and shall disclose promptly to Employer all Inventions/Ideas and relevant records, which records will remain the sole property of Employer. Employee/Contractor agrees that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer hardware or software, original work of authorship, design, formula, discovery, patent, copyright, product, and all improvements, know-how, rights, and claims related to the foregoing ("Intellectual Property"), that Employee/Contractor does not believe to be an Invention/Idea, but that is conceived, developed, or reduced to practice by Employee/Contractor (alone or with others) during the Period of Employment (or during the post-employment period set forth in Section 6(e) below), shall be disclosed promptly to Employer (such disclosure to be received in confidence). Employer shall examine such information to determine if in fact the Intellectual Property is an Invention/Idea subject to this Agreement.

c. Assignment. Employee/Contractor agrees to, and hereby does, assign to Employer Employee's/Contractor's entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to each Invention/Idea, which shall be the sole property of Employer, whether or not patentable. In the event any Invention/Idea is deemed by Employer to be patentable or otherwise registrable, Employee/Contractor shall assist Employer (at its expense) in obtaining letter patent or other applicable registrations thereon and shall execute all documents and do all other things necessary or proper thereto (including testifying at Employer's expense) and to vest Employer, or any entity or person specified by Employer, with full and perfect title thereto or interest therein. Employee/Contractor shall also take any action necessary or advisable in connection with any continuations, renewals, or reissues thereof or in any related proceedings or litigation. Should Employer be unable to secure Employee's/Contractor's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any

Invention/Idea, whether due to Employee's/Contractor's mental or physical incapacity or any other cause, Employee/Contractor irrevocably designates and appoints Employer and each of its duly authorized officers and agents as Employee's/Contractor's agent and attorney-in-fact, to act for and in Employee's/Contractor's behalf and stead and to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed, delivered, and/or done by Employee/Contractor.

d. Exclusions. Employee/Contractor represents that there are no Inventions/Ideas that Employee/Contractor desires to exclude from the operation of this Agreement, except the following:

_____. To the best of Employee's/Contractor's knowledge, there is no existing contract in conflict with this Agreement and there is no contract to assign any Intellectual Property that is now in existence between Employee/Contractor and any other person or entity.

e. Post-Termination Period. Because of the difficulty of establishing when any Intellectual Property is first conceived or developed by Employee/Contractor, or whether it results from access to Confidential Information or Employer's/Contractor's equipment, supplies, facilities, or data, Employee/Contractor agrees that any Intellectual Property shall be presumed to be an Invention/Idea, if reduced to practice by Employee/Contractor or with the aid of Employee/Contractor within one (1) year after termination of the Period of Employment. Employee/Contractor can rebut the above presumption if Employee/Contractor proves that the Intellectual Property (i) was developed entirely on Employee's/Contractor's own time without using Employer's equipment, supplies, facilities, or trade secret information; (ii) was not conceived or reduced to practice during the Period of Employment, or, if conceived or reduced to practice during this period, did not, at the time of conception or reduction to practice, relate to Employer's business or actual or demonstrably anticipated research or development; and (iii) did not result from any work performed by Employee/Contractor for Employer.

7. Grounds for Termination. Any material breach by Employee/Contractor of this Agreement shall be grounds for terminating Employee's/Contractor's employment with Employer. Notwithstanding the foregoing, nothing in this Agreement is intended to alter the at-will employment status of Employee/Contractor.

8. Notices. Any notice or other communication under this Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to Employer or to Employee/Contractor at the corresponding address below. Employee/Contractor shall be obligated to notify Employer in writing of any change in Employee's/Contractor's address. Notice of change of address shall be effective only when done in accordance with this Section.

Employer's Notice Address:
**Astrea Partners, LLC a California Limited Liability
Company
2099 Gateway Place, Suite 140
San Jose, CA 95110**

Employee's/Contractor's Notice Address:
**Danlin Shen
2785 Arbor Lane
Ontario, CA 91762**

Action by Employer. All actions required or permitted to be taken under this Agreement by Employer, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Agreement, shall be made and authorized only by the President or by his or her representative specifically authorized in writing to fulfill these obligations under this Agreement.

10. Integration. This Agreement sets forth the parties' mutual rights and obligations with respect to proprietary information, prohibited competition, and intellectual property. It is intended to be the final, complete, and exclusive statement of the terms of the parties' agreements regarding these subjects. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, on these subjects, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of Employer, now or in the future, apply to Employee/Contractor and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

11. Amendments; Waivers. This Agreement may not be amended except by an instrument in writing, signed by each of the parties. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

12. Assignment; Successors and Assigns. Employee/Contractor agrees that Employee/Contractor will not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement. Any such purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of Employer with, or its merger into, any other entity, or the sale by Employer of all or substantially all of its assets, or the otherwise lawful assignment by Employer of any rights or obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those specifically enumerated in this Agreement.

13. Severability. If any provision of this Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

14. Attorneys' Fees. In any legal action or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

15. Injunctive Relief. If Employee/Contractor breaches or threatens to breach any provision of this Agreement, the parties acknowledge and agree that the damage or imminent damage to Employer's business or its goodwill would be irreparable and extremely difficult to estimate, making any remedy at law or in damages inadequate. Accordingly, Employer shall be entitled to injunctive relief against Employee/Contractor in the event of any breach or threatened breach of such provisions by Employee/Contractor, in addition to any other relief (including damages) available to Employer under this Agreement or under law.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California.

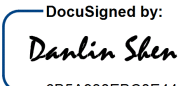
17. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

18. Employee/Contractor Acknowledgment. Employee/Contractor acknowledges that Employee/Contractor has had the opportunity to consult legal counsel in regard to this Agreement, has read and understands this Agreement, is fully aware of its legal effect, and has entered into it freely and voluntarily and based on Employee's/Contractor's own judgment and not on any representations or promises other than those contained in this Agreement. Employee/Contractor specifically acknowledges that Employee/Contractor has received notice of his statutory rights under Section 2870 of the California Labor Code, as set forth in the above Section 6 on Inventions and Ideas.

The parties have entered into this Agreement as of the date first written above.



EMPLOYER signature

DocuSigned by:
 Danlin Shen
EMPLOYEE signature
3/2/2022