



November 24, 2020

Caleb Davenport  
Birmingham, Alabama

Re: Employment Agreement

Dear Caleb,

On behalf of Possible Financial Inc. (the “Company”), I am pleased to confirm our verbal offer of employment to you for the position of Software Engineer. This letter sets out the terms of your employment with the Company, which will start on Tuesday, January 5, 2021.

You will be paid a base salary of \$4,230.77 every two weeks (equal to \$110,000 per year), less applicable taxes and other withholdings. You will also be eligible for discretionary vacation, per our policy, and participation in various company benefit plans, including medical, dental, vision, life, and disability insurance.

Subject to the approval of the Company’s Board of Directors, you will be granted an option to purchase 12,000 shares of common stock (equal to .048% of all outstanding stock) under the Company’s 2019 Stock Option Plan at an exercise price equal to the fair market value of that stock on your option grant date, as determined by the Board of Directors. Your option will vest over a period of four years with 1/4 vesting on the one-year anniversary of your start date and 1/48 vesting at the end of each full month of continuous service thereafter. Your option will be subject to the terms and conditions of the Company’s 2019 Stock Option Plan and standard form of stock option agreement, which you will be required to sign as a condition of receiving the option.

Your employment with the Company is “at will”; it is for no specified term and may be terminated by you or the Company at any time with or without cause or advance notice. As a condition of your employment, you will be required to sign the Company’s standard form of employee nondisclosure and assignment agreement and to provide the Company with documents establishing your identity and right to work in the United States. Those documents must be provided to the Company within three days after your employment start date.

In the event of any dispute or claim solely related to or arising out of the termination of your employment with the Company for any reason (including, but not limited to, any claims for breach of contract, wrongful termination, or age, sex, race, national origin, disability, or other discrimination or harassment), you agree that all such disputes will be fully, finally, and exclusively resolved by binding arbitration conducted by Judicial Dispute Resolution, LLC in King County, Washington (or similar entity, if acceptable to the Company). You and the Company hereby waive your respective rights to have any

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such disputes or claims tried by a judge or jury. This section will not apply to any claims for injunctive relief by the Company or you, or to any claims by the Company or you arising out of or related to proprietary and intellectual property rights.

Please note, this offer is contingent on the successful completion of a background check.

This agreement, as well as the nondisclosure and assignment and stock option agreements referred to above, constitute the entire agreement between you and the Company regarding the terms and conditions of your employment, and they supersede all prior negotiations, representations, or agreements between you and the Company. The provisions of this agreement regarding “at will” employment and arbitration may only be modified by a document signed by you and an authorized representative of the Company.

Caleb, we look forward to working with you. Please sign and date below to acknowledge your acceptance of the terms of this agreement. Please note, this offer will expire if not accepted on or before November 25, 2020.

Sincerely,

Possible Financial Inc.

By:   
Anthony Huang  
Chief Executive Officer

I agree to and accept employment with Possible Financial Inc. based on the terms and conditions set forth in this agreement.

DocuSigned by:  
  
Caleb Davenport  
Date: 11/24/2020