

BLACK BUFFALO 3D CORPORATION

3 East 28th Street, 12th Fl.
New York, NY 10016

August 9, 2021

Hyun-Chae (Chad) Loh
43-25 Hunter Street, Apt. 2702
Long Island City, NY 11101
hyunchae@mit.edu

Dear Chad,

Black Buffalo 3D Corporation, a Delaware corporation (the “Company”), is pleased to offer you employment with the Company on the terms described below.

1. **Position.** You will start in a full-time position as Material Scientist and you will initially report to the Babak Zareiyan, Global Head of R&D. Your primary location of work will be at the Company’s factory in New Jersey and the secondary location will be at the Company’s headquarter office in New York City. Your primary duties will initially include as described on Exhibit A hereto, and any general business, operational, and infrastructure matters as needed and directed by your supervisor. Your anticipated start date with the Company will be on September 1, 2021, subject to any changes in accordance with the terms of this Offer Letter (“the Letter”). By signing this Letter, you confirm with the Company that you are under no contractual or other legal obligations that would prohibit you from performing your duties with the Company.

2. **Compensation and Employee Benefits.** You will be paid a starting salary at the rate of \$117,000 per year, payable on the Company’s regular payroll dates. In addition, subject to approval of the Company’s senior management and Board of Directors (if applicable) and depending on the Company’s financial performance, an annual discretionary bonus may be available. Further, as a regular employee of the Company, you will be eligible to participate in a number of Company-sponsored benefits in effect from time to time, initially anticipated to include health insurance (medical, dental and vision), 401k, commuter benefits and gym membership, all subject to the Company’s sole discretion.

3. **Stock Options.** Subject to the recommendation of the Company’s senior management and approval of the Company’s Board of Directors, you will be granted an option to purchase shares of the Company’s Common Stock (number as may be determined in its sole discretion). Any option so granted will be subject to the terms and conditions applicable to options granted under the Company’s 2020 Equity Incentive Plan, as may be amended from time to time, as described in that plan and the applicable stock option agreement. Any such option will vest 25% of the option shares after 12 months of continuous service, and the balance will vest in monthly installments over the next 36 months of continuous service, as described in the applicable stock option agreement. The exercise price per share of any such option will be equal to the fair market value per share on the date the option is granted, as determined by the Company’s Board of Directors in good faith compliance with applicable guidance in order to avoid having the option be treated as deferred compensation under Section 409A of the Internal

Revenue Code of 1986, as amended. There is no guarantee that the Internal Revenue Service will agree with this value. You should consult with your own tax advisor concerning the tax risks associated with accepting any such option to purchase the Company's Common Stock.

4. **Travel and Expenses.** The Company shall pay your expenses for travel (including lodging and food), transportation, entertainment or other customer focused activity that are preapproved by the Company's CEO in writing, or otherwise consistent with any such policy of the Company in effect from time to time, amended in response to business changes (the "T&E Policy"). The Company assumes no obligation to reimburse you for expenses that are not in compliance with this Section or the T&E Policy.

5. **Confidential Information and Invention Assignment Agreement.** Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's enclosed standard Confidential Information and Invention Assignment Agreement as attached in Exhibit B (the "CIIAA").

6. **Employment Relationship.** Employment with the Company is for no specific period of time. Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations which may have been made to you are superseded by this offer. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and the Company's Chief Executive Officer.

7. **Outside Activities.** While you render services to the Company, you agree that you will not engage in any other employment, consulting or other business activity (the "Outside Activity") without the prior written consent of the Company which shall be given no later than seven (7) days upon your request for the Company's review. In the case that the Company does not give a written consent or otherwise communicate to you about the Outside Activity after the end of the seven (7) day period, it shall be deemed for the Company to have given their consent. For the avoidance of doubt, you understand and agree that the Company has the right to veto your Outside Activity during the term of your employment. In addition, while you render services to the Company, you will not assist any person or entity in competing with the Company, in preparing to compete with the Company or in hiring any employees or consultants of the Company.

8. **Taxes, Withholding and Required Deductions.** All forms of compensation referred to in this Letter are subject to all applicable taxes, withholding and any other deductions required by applicable law.

9. **Miscellaneous.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Letter, and all acts and transactions pursuant hereto and the rights and obligations of the

parties hereto shall be governed, construed and interpreted in accordance with the laws of State of New York without giving effect to principles of conflicts of law.

(b) **Entire Agreement.** This Letter sets forth the entire agreement and understanding of the parties hereto relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(c) **Counterparts.** This Letter may be executed electronically and in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

(d) **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents or notices related to this Letter, securities of the Company or any of its affiliates or any other matter, including documents and/or notices required to be delivered to you by applicable securities law or any other law or the Company's Articles of Incorporation or Bylaws by email or any other electronic means. You hereby consent to (i) conduct business electronically (ii) receive such documents and notices by such electronic delivery and (iii) sign documents electronically and agree to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.


(e) **Arbitration.** You agree to arbitrate before a neutral arbitrator, pursuant to the applicable rules of arbitration of the American Arbitration Association, any and all disputes or claims arising from or relating to your recruitment to or employment with the Company, or the termination of that employment, including claims against any current or former agent or employee of the Company (or any of its affiliates), whether the disputes or claims arise in tort, contract, or pursuant to a statute, regulation or ordinance now in existence of which may in the future be enacted or recognized. Such arbitration of the disputes and claims shall be the sole and exclusive method of resolving any and all existing and future disputes or claims arising out of your recruitment, employment or termination thereof, which shall be binding and final. You expressly waive all rights to a court or jury trial. All claims for workers' compensation benefits, unemployment insurance or state or federal disability insurance are not covered hereunder and shall be subject to all applicable laws and related forums. Remedies for violations of the CIIAA shall be as set forth therein. Each party shall bear its own attorneys' fees and other costs, and one half of the arbitrator's fee. Any arbitration shall take place in the county of your employment with the Company and shall be governed by the laws of state of employment.

If you wish to accept this offer, please sign and date this Letter and the enclosed Confidential Information and Invention Assignment Agreement and return them to me. As required by law, your employment with the Company is also contingent upon your providing legal proof of your identity and authorization to work in the United States. Further, given the current global SARS-CoV-2 pandemic, the Company reserves the right to alter or terminate this offer of employment even after acceptance, depending on the extent of adverse changes to the Company's business and prospects as a result of adverse economic conditions caused by this pandemic.

This offer, if not accepted, will expire at the close of business on August 13, 2021. We look forward to having you join us no later than September 1, 2021, subject to any changes resulting from the pandemic described above.

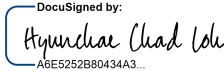
Very truly yours,

BLACK BUFFALO 3D CORPORATION

By: _____
Michael Woods
CEO/COO

ACCEPTED AND AGREED BY:

HYUN-CHAE (CHAD) LOH

_____
(Signature)

Date

Anticipated Start Date: September 1, 2021

Exhibit A: Confidential Information and Invention Assignment Agreement

EXHIBIT A

PRIMARY DUTIES

- Review project and applicable code requirements.
- Review outside laboratory reports.
- Cooperate with suppliers to develop 3D ink compatible with BB3D requirements and standards.
- Review mix design proposed by suppliers and compare with current requirements.
- Determine if mix designs fulfill all project-specific technical requirements, including constructability constraints.
- Oversee concrete tests; assessment of laboratory capabilities, facilities, experience, equipment and their suitability; assessment of test performance (from sampling to the end of the process).
- Report/Analyze concrete test results (From preparation to 3D printability).
- Research and select aggregates, cement, additives, admixtures, etc.
- Perform other related duties as required and assigned.
- Formulation of inorganic composites (micro & nano) of calcium carbonates, silicates, and additives for cements & concretes.
- Develop additives for concrete to improve “3D Printability” and cure time in a variety of environmental conditions.
- Design and evaluate experiments to improve properties of concrete mixture to improve performance as a part of a R&D team.
- Hands-on experimentation, assistance, and input on the design and build of method of flow of the mixtures.

EXHIBIT B

**CONFIDENTIAL INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

(See Attached)