BRIEFCASE, INC.

October 25, 2023

### Kristie Needham

Kristie.Needham@armyspy.com

**Re: Offer to Serve as Advisor**

Dear Kristie:

It is with great pleasure that I confirm your agreement to assist FunFunFun Inc., a Delaware corporation (the “Company”) as an advisor to the Company (an “Advisor”). This letter will set forth the terms and conditions of your service as an Advisor commencing November 1, 2023 (the “Effective Date”). If the terms below are acceptable, please sign this letter where indicated below and return a signed copy to me.

1. **Role as Advisor**. As an Advisor, you will provide the Company with advice and services within your domain of expertise as reasonably requested by the Company, which may include, but are not limited to (a) attending occasional face-to-face or telephone or videoconference meetings with representatives of the Company, (b) providing guidance with respect to the Company’s corporate, research, product development and marketing activities, (c) reviewing the Company’s business strategies and product designs, (d) guiding the Company’s research and evaluating results and (e) introducing the Company to potential advisors, partners, vendors and customers.
2. **Publicity**. We will list you on our web site and in Company brochures as an Advisor; however, we will not use your name in any press releases without obtaining your prior permission.
3. **Term**. The term of your service as an Advisor will be 12 months from the Effective Date, subject to renewal by our mutual agreement. Either of us may terminate this letter and your role as an Advisor for any reason with ten days’ prior written notice.
4. **Other Capacities**. The Company understands and agrees that during the term of this letter you may serve in other capacities for the Company, including as an independent director, executive, consultant or advisor, and you may also serve in like capacities for other companies not affiliated with the Company, *provided that* nothing in this paragraph will constitute a waiver of your obligations to the Company under this letter.
5. **Compensation**. In consideration for your service as an Advisor (pursuant to the terms and conditions set forth in this letter), subject to approval by the Company’s Board of Directors and your execution and delivery to the Company of a stock option agreement in connection therewith, you will be granted a non-qualified stock option to purchase 15,000 shares of the Company’s Common Stock, at an exercise price equal to the then-current fair market value of the Company’s Common Stock on the date of grant. Your award will be governed by the terms of a stock option agreement and the Company’s 2020 Equity Incentive Plan (the “Plan”). Subject to your continued service with the Company, the option will vest and become exercisable as follows: Two-year vesting with a 25% cliff after the first six months and then monthly thereafter.
6. **Reimbursement of Expenses**. We do not anticipate you will incur expenses on our behalf, but we would be pleased to reimburse any expenses that we approve in advance.
7. **Independent Contractor Status**. You acknowledge that your role will be that of an independent contractor and that have no authority to act on behalf of the Company as an agent, employee, representative or otherwise, including, without limitation, to enter into any contract or agreement on behalf of and in the name of the Company. You acknowledge that you will not be eligible for any employee benefits and that the Company will not make any tax withholdings on your behalf. You agree that you are obligated to report as income all consideration that you receive in connection with your service as an Advisor, and you agree to pay any applicable self-employment and other taxes thereon, if any. All compensation paid to you will be reported by the Company to the Internal Revenue Service and any applicable state tax authorities on a Form 1099 or other applicable form.
8. **Proprietary Information**. You agree that all information, whether or not in writing, of a private, secret, proprietary or confidential nature concerning the Company’s business, business relationships or financial affairs (collectively, “Proprietary Information”) is and will be the exclusive property of the Company. You agree that you will not disclose any Proprietary Information to any person or entity other than employees or advisors of the Company or use the same for any purposes (other than in the performance of your duties as an Advisor and solely for the benefit of Company) without written approval by an officer of the Company, either during or after your service as an Advisor, unless and until such Proprietary Information has become public knowledge without your fault. You also agree that any materials containing Proprietary Information which will come into your custody or possession will be and are the exclusive property of the Company to be used only in the performance of your duties for the Company. All such materials or copies thereof and all tangible property of the Company in your custody or possession will be delivered to the Company upon the earlier of (a) our request or (b) termination of your service as an Advisor. After such delivery, you agree to return to the Company, and will not retain, any such materials or copies thereof or any such tangible property containing or constituting Proprietary Information. You agree that your obligations not to disclose or to use Proprietary Information and materials containing Proprietary Information and to return materials and tangible property also extend to such types of information, materials and tangible property of customers of the Company or suppliers to the Company or other third parties who may have disclosed or entrusted the same to you or the Company.
9. **DTSA Notice**. The misappropriation of trade secrets (a form of intellectual property) is a violation of law, just like the theft of any property. In addition to state law remedies, the Defend Trade Secrets Act of 2016 (the “DTSA”) enables a trade secret owner to bring a trade secret misappropriation case in federal court. The DTSA generally provides that an individual will not be held criminally or civilly liable under any federal or state trade secret law in the following circumstances: (i) where the individual discloses trade secrets in confidence to a federal, state or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; or (ii) where the disclosure is made in a sealed filing in a lawsuit or other proceeding. In addition, the DTSA generally permits an individual to disclose trade secrets to the individual’s attorney in the course of pursuing a lawsuit where the person alleges retaliation for reporting a suspected violation of the law (or uses the trade secret information in such lawsuit, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order). The foregoing is a very generalized summary of the immunity provisions of the DTSA intended to satisfy the notification requirements of the DTSA. The DTSA does not preclude the trade secret owner from seeking breach of contract remedies, however. You should seek legal counsel before disclosing any trade secrets if you intend to seek immunity under the DTSA.
10. **Inventions**. All inventions, ideas, works of authorship, discoveries, data, technology, designs, trade secrets, innovations and improvements (whether or not patentable and whether or not copyrightable) which are made, conceived, reduced to practice, created, written, designed or developed by you, solely or jointly with others, (a) in connection with any meeting, discussions or negotiations with representatives of the Company if related to the business of the Company, or (b) if resulting or derived from Proprietary Information (collectively under clauses (a) and (b), “Inventions”), are the sole property of the Company. You hereby assign to the Company all Inventions and any and all related patents, copyrights, trademarks, trade names, and other industrial and intellectual property rights and applications therefor, in the United States and elsewhere. You agree to promptly notify the Company upon your first becoming aware of any of the following: (i) your invention or first reduction to practice of any Invention; or (ii) the disclosure or misuse of any Proprietary Information. At the Company's expense, you agree to execute all documents and take all actions necessary or reasonably requested by the Company to document, perfect or assign the Company's rights to the Inventions. Further, if you fail or refuse to execute any such instruments, you hereby appoint the Company as your attorney-in-fact (this appointment to be irrevocable and a power coupled with an interest) to act on your behalf and to execute such documents.
11. **Obligations to Other Parties**. You represent that (a) your service as an Advisor to the Company does not and will not infringe on any intellectual property, publicity or privacy rights of any third party or breach any agreement you have with any employer or other person (including without limitation any nondisclosure or non-competition agreement), and (b) you will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any current or previous employer or others.
12. **Miscellaneous**. The laws of the state of Delaware, without respect to its provisions for conflict of laws, will govern this letter. Each party hereby expressly consents to the exclusive personal jurisdiction and venue of the state and federal courts located in New Castle County, Delaware for any lawsuit permitted by this letter or arising from or relating to this letter or the enforcement or breach thereof. This letter constitutes the entire agreement between you and Company relating to your relationship as an Advisor to the Company and merges all prior discussions between you and the Company. If any provision of this letter is declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions will not be affected and will remain in full force and effect. You may not assign your rights or obligations under this letter without the Company's prior written consent. The Company may freely transfer, assign, or delegate this letter or any rights or duties thereunder, in whole or in part, without your consent. This letter may be executed in any number of counterparts, either manually or electronically, each of which when so executed and delivered will be deemed an original, and all of which together will constitute one and the same agreement.

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On behalf of our management team and Board of Directors, I very much look forward to working together with you.

Sincerely,

Briefcase, Inc.

By:   
   
Printed Name: Beckett Mckay

Title: President

Email: [Beckett.McKay@briefcase.com](mailto:Beckett.McKay@briefcase.com)

ACCEPTED AND AGREED:

Signature:

### Printed Name: Kristie Needham

Dated:

Email: [Kristie.Needham@armyspy.com](mailto:Kristie.Needham@armyspy.com)