

Consensys Software Inc
Offer Letter

February 19, 2025
sent via email: jculbertson@gmail.com
Jason Culbertson
1080 Warfield Ave, Oakland, CA 94610

Dear Jason,

I am delighted to extend the following offer to join Consensys as a full-time employee. We are very much looking forward to you joining us, with an anticipated start date March 24, 2025. This letter will expire one week from today.

Your position at Consensys shall be VP of Product Design and you shall have such duties and responsibilities as are customary for this position, and as may be specified from time to time based on the needs of your team: MetaMask Leadership.

As agreed, your annualized starting salary will be \$360,000.00 per year (minus withholding and other applicable deductions), payable bi-weekly in accordance with Consensys's normal payroll practices. In addition, you may be eligible for an annual discretionary bonus of 40% of your salary, provided you remain employed by Consensys on the date bonuses are paid. The extent, if any, to which you are eligible for annual bonuses shall be determined by Consensys, in its sole discretion and based on the criteria described below.

You may be eligible for a performance-based bonus. Achievement of targets is reviewed annually and will be paid by bank transfer to your bank account in arrears (minus withholding and other applicable deductions) in the month following the end of each annual period. Annual periods are July through June. You must be active on the last day of the period to be eligible for the bonus. If your employment start date is in the middle of an annual period, your eligibility will be prorated from the date of the start of your employment to the end of that annual period.

You will receive an equity award of \$1,500,000 USD vesting over four years with a one year cliff, which is conditioned on approval by the Board of Directors. Once approved by the board, you will receive your equity agreement for your review and acceptance. You will become eligible to join the equity refresher program after the two year anniversary of your start date.

You will be eligible to participate in Consensys's employee benefit programs in accordance with the terms and conditions that apply to such programs. Consensys reserves the right to change or terminate its policies, programs and benefit plans at any time.

Consensys does not permit its employees to use any trade secrets or other proprietary information of third parties in the course of performing their duties for



Consensys. Accordingly, during your employment with Consensys, you may not disclose to Consensys or use, or induce Consensys to use, any trade secrets or other proprietary information of others, including any of your prior employers. Also, by signing below, you represent that you are not subject to any covenant, agreement, or restriction with or by any third party (including, but not limited to, a covenant of non-competition or non-solicitation) that would prevent you from commencing your employment with Consensys by March 24, 2025 and from thereafter fully performing your duties and responsibilities for Consensys without interference or restriction from any such third party.

Please be aware that neither this letter, nor any other document, confers any contractual right, either express or implied, to remain employed by Consensys for any fixed period of time, nor does it guarantee any fixed terms or conditions of employment. While we hope that your employment with Consensys will be mutually beneficial, please understand that you will be an at-will employee, which means that both you and Consensys have the right to terminate your employment at any time, with or without notice or cause. Your compensation and benefits are always contingent on continued employment, and they are subject to change. All compensation payable to you shall be subject to applicable taxes and withholdings. This offer of employment is contingent on your execution of Consensys' Employee Covenants Agreement. This offer of employment is also contingent upon compliance with the Immigration Reform & Control Act of 1986.

In addition to any other contingencies, e.g. work eligibility, this offer is contingent on satisfactory completion of background screening as may be required for this role, to be conducted with your consent and participation following your acceptance of the terms of this offer.

We look forward to the prospect of having you join our team. If you wish to accept our offer of employment as described above, please sign in the space provided below and return the signed document to me by no later than one week after the date of this letter.

Please feel free to contact me at any time if you have questions or if I can be of help.

Best regards,



Joseph Lubin & Consensys Software Inc
Founder & CEO



Signature Page to Follow

I hereby accept Consensys's offer of employment on the terms set forth above:

PRINT NAME

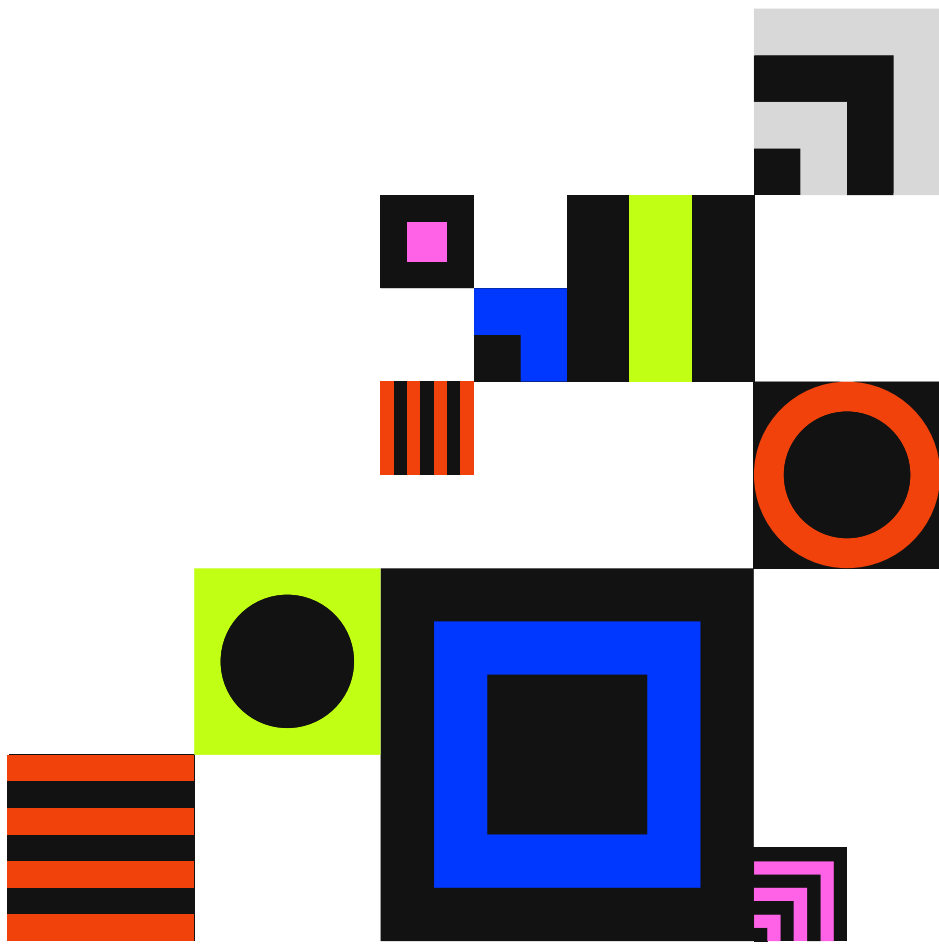
Jason Culbertson

SIGNATURE

DocuSigned by:
Jason Culbertson
E562AB16B1024F4...

DATE

2/21/2025





Consensys Software Inc
Employee Covenants
Agreement

EMPLOYEE COVENANTS AGREEMENT

I, Jason Culbertson, am about to become a paid employee of Consensys Software Inc, a Delaware corporation (the “**Company**”). I am entering into this Employee Covenants Agreement (the “**Agreement**”) in consideration of my employment by the Company, and the compensation and benefits afforded to me in connection with my employment.

1. Representations and Warranties

1.1. No Conflict with any Other Agreement or Obligation. I represent and warrant that I am not bound by any agreement or arrangement with or duty to any other person that would conflict with this Agreement. Except for any obligation described on Exhibit A attached to this Agreement, I do not have any non-disclosure, confidentiality, non-competition or other similar obligations to any other person or entity concerning proprietary, secret or confidential information that I learned of during any previous engagement, employment or association nor have I had any obligation to assign contributions or inventions of any kind to any other person. I will not disclose to the Company or induce the Company to use any proprietary, trade secret or confidential information or material belonging to others.

1.2. No Infringement of Third Party Intellectual Property Rights. I represent and warrant that the Inventions (as defined in Section 3 below) will not infringe any patent, copyright, trade secret or other proprietary right of any third party.

1.3. No Open Source. I represent and warrant that the Inventions will not include any open source software, except with the prior written consent of the Company.

2. Confidential Information

2.1. Definition of Confidential Information. “**Confidential Information**” means all of the trade secrets, know-how, ideas, business plans, pricing information, the identity of and any information concerning customers or suppliers, computer programs (whether in source code or object code), procedures, processes, strategies, methods, systems, designs, discoveries, inventions, production methods and sources, marketing and sales information, information received from others that the Company is obligated to treat as confidential or proprietary, and any other technical, operating, financial and other business information that has commercial value, relating to the Company, its business, potential business, operations or finances, or the business of the Company’s affiliates or customers, of which I may have acquired or developed knowledge or of which I may in the future acquire or develop knowledge during my work for the Company, or from my colleagues while working for the Company.



2.2. Protection of Confidential Information. I will not access, use, disclose, copy, release, alter, revise or destroy any Confidential Information except as properly authorized and needed to perform my legitimate duties for the Company. I will not disclose Confidential Information, directly or indirectly, at any time during or after my employment by the Company except to persons authorized by the Company to receive this information. I will not use Confidential Information, directly or indirectly, at any time during or after my employment by the Company, for my personal benefit, for the benefit of any other person or entity, or in any manner adverse to the interests of the Company. I will take all action reasonably necessary to protect Confidential Information from being disclosed to anyone other than persons authorized by the Company. I will not misuse or carelessly handle Confidential Information. I understand that it is my responsibility to ensure that Confidential Information in my possession is maintained in a physically secure environment. I will safeguard and will not disclose to any other person my password or any other code that allows me access to Confidential Information. I will be responsible for misuse or wrongful disclosure of Confidential Information that may arise from sharing my password or code with another person and/or for failure to appropriately safeguard my access code or other authorization to access the Confidential Information. I will abide by the Company's security policies, as these may apply to Confidential Information. I understand that the Company may monitor my access to Confidential Information, and may at any time modify or terminate my access to Confidential Information. I will report to legal@Consensys.net any practice that violates these obligations or puts the Company at risk of a disclosure of Confidential Information. Notwithstanding anything to the contrary stated above (or in Section 7 below), this Agreement does not prohibit me from reporting possible violations of federal law or regulation to any governmental agency or entity, or making other disclosures that are protected under the whistleblower provisions of applicable federal law or regulation. I do not need the Company's prior authorization to make any such report or disclosure, nor am I required to notify the Company that I have made any such report or disclosure. In addition, the confidentiality obligations described above, as well as the nondisparagement obligations described in Section 7 below, do not, in any way, restrict or impede me from discussing the terms and conditions of my employment with co-workers, or from exercising my rights under Section 7 of the National Labor Relations Act to the extent such rights cannot be waived by agreement.

2.3. Return of Confidential Information. When my employment with the Company terminates, I will immediately return (or, with the Company's express prior written authorization, destroy) all materials (including without limitation, written or printed documents, email and computer disks or tapes, whether machine or user readable, computer memory, and other information reduced to any recorded format or medium) containing, summarizing, abstracting or in any way relating to Confidential Information. I understand and agree that any social media accounts I open, handle or with which I become involved on the Company's behalf constitute Company property. I will provide all access codes, passcodes, and administrator rights to the Company at any time during or after my employment on demand.

2.4. Remedial Action. I understand that the unauthorized disclosure of Confidential Information can subject me and the Company to civil and criminal



liability. In addition to any other remedies provided herein, I understand that any violation of the provisions contained in this Section 2 are grounds for immediate disciplinary action up to and including termination of my employment with the Company.

3.3. Inventions

3.1. Definition of Inventions. The term “**Inventions**” means:

(a) contributions and inventions, discoveries, creations, developments, improvements, works of authorship and ideas (whether or not they are patentable or copyrightable) of any kind that are or were, since the date of commencement of my employment with the Company, conceived, created, developed or reduced to practice by me, alone or with others, while employed by the Company that are either: (i) conceived during regular working hours or at my place of work, whether located at Company, affiliate or customer facilities, or at my own facilities; or (ii) regardless of whether they are conceived or made during regular working hours or at my place of work, are directly or indirectly related to the Company’s business or potential business, result from tasks assigned to me by the Company, or are conceived or made with the use of the Company’s resources, facilities or materials; and

(b) any and all patents, patent applications, copyrights, trade secrets, trademarks, domain names and other intellectual property rights, worldwide, with respect to any of the foregoing.

(c) The term “Inventions” specifically excludes any inventions I developed entirely on my own time without using any Company equipment, supplies, facilities or trade secret information, unless (i) the invention related at the time of conception or reduction to practice of the invention to (A) the Company’s business, or (B) the Company’s actual or demonstrably anticipated research or development, or (ii) the invention results from any work performed by me for the Company.

3.2. All Inventions are Exclusively the Property of the Company.

(a) I will promptly disclose all Inventions, in full detail, to persons authorized by the Company. I will not disclose any Invention to anyone other than persons authorized by the Company, without the Company’s express prior written instruction to do so.

(b) All Inventions will be deemed “work made for hire” as that term is used in the U.S. Copyright Act, and belong solely to the Company from conception. I hereby expressly disclaim all interest in all Inventions. To the extent that title to any Invention or any materials comprising or including any Invention is found not be a “work made for hire” as a matter of law, I hereby irrevocably assign to the Company all of my right, title and interest to that Invention. At any time during or after my employment by the Company that the Company requests, I will sign whatever written documents of assignment are necessary to formally evidence my irrevocable assignment to the Company of any Invention.

(c) At all times during or after my employment by the Company I will assist the Company in obtaining, maintaining and renewing patent, copyright,



trademark and other appropriate protection for any Invention, in the United States and in any other country, at the Company's expense.

3.3. Excluded Information.

(a) On Exhibit B attached to this Agreement, I have included a complete list, with nonconfidential descriptions, of any inventions, ideas, reports and other creative works that I made or conceived prior to my employment by the Company (collectively, the "**Excluded Information**"). I intend that the items on that list and only the items on that list shall be excluded from the restrictions set forth in this Agreement. I will not assert any right, title or interest in or to any Invention or claim that I made, conceived or acquired any Invention before my employment by the Company unless I have specifically identified that Invention on the attached Exhibit B. In the event that any Excluded Information is incorporated into any Invention, I hereby grant the Company a perpetual, worldwide, royalty free, non-exclusive license to use and reproduce the Excluded Information for commercial, internal business and all other purposes.

(b) I have provided on Exhibit B a list describing all inventions, discoveries, original works of authorship, developments, improvements, and trade secrets, which were conceived in whole or in part by me prior to my employment with the Company to which I have any right, title or interest, and which relate to the Company's proposed business, products, or research and development ("**Prior Inventions**"); or, if the list in Exhibit B is blank or no such list is attached, I represent and warrant that there are no such Prior Inventions. The items on such list, and only those items, shall be excluded from the restrictions set forth in this Agreement. I represent and warrant that the inclusion of any Prior Inventions from Exhibit B will not materially affect my ability to perform all obligations under this Agreement. If, in the course of my employment with the Company, I incorporate into or use in connection with any Invention any Prior Invention, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide license, with the right to grant and authorize sublicenses, to make, have made, modify, use, import, offer for sale, and sell such Prior Invention as part of or in connection with such Invention related thereto.

4. Non-Solicitation; Non-Compete. While employed by the Company, I will not, directly or indirectly, without the written consent of the Company, and whether or not for compensation, either for my own account or as an employee, officer, agent, consultant, director, owner, partner, joint venturer, shareholder, investor, or in any other capacity (except in the capacity of an employee or officer of the Company, acting for the benefit of the Company) engage in any activity or business which is the same nature as, or substantively similar to, the Company's business or an activity or business which the Company is developing and of which I have knowledge. While employed by the Company and for one year following the termination of my employment with the Company for any reason, I will not directly or indirectly, whether as owner, sole proprietor, partner, shareholder, director, member, consultant, agent, founder, co-venture partner or otherwise, (i) do anything to divert or attempt to divert from the Company any business of any kind, including, without limitation, solicit or interfere with any of the Company's customers, clients, members, business partners or suppliers, or (ii) solicit, induce, recruit or encourage any person engaged or employed by the Company to terminate their employment or engagement.

5. Conflicts of Interest. While employed by the Company, I will not engage



in any activity or business which impairs or hinders my job duties and responsibilities for the Company. I will promptly report to the Company any possible conflicts of interest on the basis of my existing or planned activities, or those of members of my immediate family. A conflict of interest will be deemed to arise when I or a member of my immediate family: (a) accepts any interest, services, products, commissions, share in profits or other payments, gifts or remuneration from any organization which transacts or is seeking to transact business with the Company or which competes with the Company's business, or (b) serves as director, partner, employee or consultant, or becomes a shareholder of any organization doing business with or seeking to do business with or competitive with the Company.

6. Cooperation. While employed by the Company and at all times thereafter, I will cooperate with the Company, as reasonably requested by the Company in connection with the Company's business, including but not limited to, any litigation in which the Company has or may have an interest. I will also cooperate with the Company in connection with any investigation, review or hearing of any federal, state, or local governmental authority as any such investigation, review or hearing relates to events or occurrences that happened while I was employed by the Company. My cooperation in connection with such claims or actions will include, but not be limited to, being available to meet with counsel to prepare for governmental inquiries, discovery or trial, acting as a witness on behalf of the Company and treating all communications with the Company's counsel as confidential. I acknowledge that in any legal action, investigation, hearing or review covered by this Section 6, the Company expects me to provide only accurate and truthful information or testimony. The Company will reimburse me for all reasonable, necessary, and pre-approved out-of-pocket expenses incurred in fulfilling my obligations under this Section 6.

7. Non-Disparagement. I will not at any time during or after my employment with the Company disparage the products, services, and reputation of the Company, its clients or customers, and its or their respective affiliates or any of its or their respective officers, directors, employees or agents.

8. Trade Secrets. I acknowledge that I will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret if (a) I make such disclosure in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and such disclosure is made solely for the purpose of reporting or investigating a suspected violation of law; or (b) I make such disclosure in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

9. At-Will Employment Status. This Agreement will not modify in any way my status as an at-will employee of the Company. Consequently, my employment relationship with the Company may be terminated at any time for any reason by me or by the Company, with or without cause or prior notice.

10. Miscellaneous

10.1. Interpretation and Scope of this Agreement. In the event that



one or more of the provisions contained in this Agreement shall for any reason be held unenforceable in any respect under the law of any state of the United States or the United States, then it shall (a) be enforced to the fullest extent permitted under applicable law, and (b) such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable portion(s) had never been contained herein.

10.2. Remedies. I understand and agree that if I breach or threaten to breach any of the provisions of this Agreement, the Company would suffer immediate and irreparable harm and that monetary damages would be an inadequate remedy. I agree that, in the event of my breach or threatened breach of any of the provisions of this Agreement, the Company shall have the right to seek relief from a court to restrain me (on a temporary, preliminary and permanent basis) from using or disclosing Confidential Information or Inventions or otherwise violating the provisions of this Agreement, and that any such restraint shall be in addition to (and not instead of) any and all other remedies to which the Company shall be entitled, including money damages. The Company shall not be required to post a bond or other security to secure against an imprudently granted injunction (again, whether temporary, preliminary or permanent).

10.3. Mandatory Arbitration.

(a) Any controversy or claim arising out of or relating to this Agreement, its enforcement, or the breach thereof, or otherwise pertaining to my employment with the Company, including as described in Section 10.3(b) below, shall be finally resolved by arbitration administered by JAMS in accordance with the Federal Arbitration Act; provided, however, that either the Company or I may seek injunctive relief in aid of arbitration in order to prevent irreparable harm or preserve the status quo (including as described in Section 10.2 above). The arbitration will be administered by JAMS under its Employment Arbitration Rules & Procedures (the “Rules”). There shall be a single arbitrator, appointed in accordance with the Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration will be conducted in New York, New York, unless the parties mutually agree that the arbitrator shall hold hearings at another reasonable location. Confidentiality of any such arbitration, including, without limitation, all submissions to JAMS, the arbitrator and the arbitrator’s award, shall be strictly maintained. A copy of the Rules can be obtained at the following website: <http://www.jamsadr.com/rules-employment-arbitration/> or by requesting a copy from the Company.

(b) This Agreement is intended to be strictly construed to provide for arbitration as the sole and exclusive means for resolution of all disputes hereunder, subject only to the express exceptions set forth in Sections 10.2 and 10.3. The Company and I understand and agree that by agreeing to arbitration, we are waiving our respective rights to have a trial by jury with respect to any disputes, controversies or claims I may have against the Company arising out of my employment with the Company, or otherwise relating to my relationship with the Company. This applies to the resolution of all claims that pertain to the terms, conditions, compensation, benefits, or termination of my employment, as well as claims that are asserted under federal, state, and/or local statutory or common law, such as claims for age, race, sex, national origin, religion, and other kinds of



discrimination, wrongful discharge, personal injury, tort, and breach of contract. The parties shall have all rights, remedies and defenses available to them in a civil action for the issues in controversy, and the arbitrator shall have the authority to award all remedies, legal and equitable, available in a civil action for the claims presented by the parties.

(c) Notwithstanding the foregoing, nothing in this Section 10.3 or otherwise in this Agreement is intended to, or shall, interfere with my rights under federal, state, or local civil rights or employment discrimination laws to file or otherwise institute a charge of discrimination, to participate in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws, or to cooperate with such agency in its investigations, none of which shall constitute a breach of this Agreement. I shall not, however, be entitled to any relief, recovery, or monies in connection with any such complaint, charge, or proceeding.

10.4. Jury Trial Waiver. By executing this Agreement, the Company and I are waiving our respective rights to have a trial by jury with respect to any disputes, controversies or claims I may have against the Company arising out of my employment with the Company, or otherwise relating to my relationship with the Company. This applies to all claims that pertain to the terms, conditions, compensation, benefits, or termination of my employment, as well as claims that are asserted under federal, state, and/or local statutory or common law, such as claims for age, race, sex, national origin, religion, and other kinds of discrimination, wrongful discharge, personal injury, tort, and breach of contract.

10.5. Class Action/Collective Action Waiver. Claims subject to this Agreement may only be brought by me or by the Company in the party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. In that regard, **I specifically agree not to file, initiate directly or indirectly, join, or participate in any class or collective action.** If a class or collective action is filed purporting to include me, I shall promptly take all steps necessary to refrain from opting in or to opt-out or otherwise exclude myself from the action, as applicable. Claims subject to arbitration under this Agreement may not be joined or consolidated with claims of other individuals without the consent of both the Company and me.

10.6. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to conflict of law principles.

10.7. Entire Agreement; Amendments and Waivers. This Agreement (including Exhibits A and B attached hereto) represents the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and can be amended, supplemented, or changed and any provision hereof can be waived, only by written instrument signed by the party against whom enforcement of any such amendment, supplement, change or waiver is sought. This Agreement can not be amended, supplemented, or changed by email.

10.8. Captions. The captions and section headings in this Agreement are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this agreement.



10.9. Counterparts; Binding Effect. This Agreement may be executed in counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same agreement. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, including, without limitation, a purchaser of all or substantially all of the assets of the Company or any of its affiliates.

10.10. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to me at the address as contained in the Company's records and all notices to the Company shall be provided to the Company's headquarters, attention Legal.

10.11. Survival. My obligations pursuant to this Agreement shall survive the termination of my employment, and this Agreement shall be enforceable notwithstanding any claim I may have against the Company.

By signing this Agreement below, (1) I agree to be bound by each of its terms, (2) I acknowledge that I have read and understand this Agreement and the important restrictions it imposes upon me, and (3) I represent and warrant to the Company that I have had ample and reasonable opportunity to consult with legal counsel of my own choosing to review this Agreement and understand its terms including that it places significant restrictions on me.

EMPLOYEE:

PRINT NAME

Jason Culbertson



SIGNATURE

DocuSigned by:
Jason Culbertson
E562AB16B1024F4...

DATE

2/21/2025

EXHIBIT A

Obligations to Other Persons:

[Securely attach additional pages if necessary]





EXHIBIT B

List of Prior Excluded Inventions

Title	Date	Identification Number or Brief Description
n/a	n/a	n/a
n/a	n/a	n/a
n/a	n/a	n/a
n/a	n/a	n/a



PRINT NAMEJason Culbertson

SIGNATURE

DocuSigned by:
Jason Culbertson
E562AB16B1024F4...

DATE 2/21/2025

[Securely attach additional pages if necessary]

California Employee Arbitration Agreement

This Agreement is entered into between Consensys Software Inc., (the "Company") and you ("you") (collectively the "Parties" and each a "Party"), in consideration of the promises set forth below (the "Agreement").

In any organization, disputes sometimes arise that need to be resolved in a formal proceeding. In order to resolve any disputes that may arise between you and the Company without the costly expense and lengthy delays typically associated with court actions, you and the Company voluntarily agree as follows:

- 1. Agreement to Arbitrate Claims.** Except as set forth in paragraph 4 below, both you and the Company agree that any claim that you may have against the Company or its owners, directors, officers, managers, employees, agents, and parties affiliated with the Company and its employee benefit and health plans (together, "Affiliated Persons"), or that the Company or such Affiliated Persons may have against you, shall be submitted to and determined exclusively in the County in which you primarily worked for the Company, by a single neutral arbitrator, through to final and binding arbitration pursuant to the Federal Arbitration Act ("FAA"), and not to any court, in accordance with the JAMS Employment Arbitration Rules & Procedures (the "JAMS Rules") then in effect except as modified by this Agreement. The JAMS arbitrator shall be chosen by mutual agreement of the parties or if the parties cannot agree, in accordance with the JAMS arbitration selection procedure. A copy of the current JAMS Rules can be obtained at the following website: <https://www.jamsadr.com/rules-employment-arbitration/english> or by requesting in writing a copy from the Company.
- 2. Claims Covered by This Agreement.** The claims that are to be arbitrated under this Agreement are any and all claims that arise between you and the Company or any Affiliated Person except as excluded by this Agreement in paragraph 4 below (the "Claims"). The Claims include but are not limited to any dispute relating to your employment or the termination of your employment with the Company (pre-hire through post-termination), including but not limited to claims arising out of or related to tort, bad faith, contract, wages and benefits, liabilities, debts, obligations, damages, compensatory damages, punitive damages, penalties, liquidated damages, costs, attorneys' fees, expenses, actions and causes of action in any way related to your employment with the Company or the termination of your employment. The Claims also include but are not limited to any claims for wrongful discharge or breach of the covenant of good faith and fair dealing, any and all claims under federal, state, and local laws, ordinances, regulations or orders, charges of discrimination, retaliation, or harassment on account of race, color, religion, sex, sexual orientation, age, citizenship, national origin, mental or physical disability, medical condition, marital status, pregnancy, gender perception, or any other protected classification, claims under the California Labor Code, and all other employment-related claims. The Claims further include any dispute arising out of or relating to the interpretation or application of



this Agreement including the enforceability, revocability, or validity of this Agreement, and the Parties delegate authority to decide those issues solely to the arbitrator. Both you and the Company are giving up any right that either might have to have a judge or jury decide the Claims.

3. Class Action, Collective Action, and Representative Action Waiver. Both you and the Company agree that any proceedings pursuant to this Agreement will be conducted on an individual basis only and that Claims by you or by the Company may only be brought in the party's individual capacity may not be brought on a class action, collective action, or representative basis (other than an action brought under the Private Attorneys General Act, California Labor Code sections 2698 *et seq.* ("PAGA")), and may not be consolidated with other persons or entities. Further, you and the Company agree to waive your respective rights to participate in any and all class actions, collective actions, and/or other non-PAGA representative actions, including participating as a named plaintiff or as a member of a class action, collective action, and/or other non-PAGA representative action. Accordingly, there shall be no right or authority for any Claims subject to this Agreement to be brought, heard or arbitrated as a class action, collective action, or non-PAGA representative action ("Class Action Waiver"). The Class Action Waiver shall be severable at the option of you or the Company from this Agreement in any case in which both of the following are true: (a) the Claim is filed or pursued as a class action, collective action, or non-PAGA representative action; and (b) the Class Action Waiver is found to be unenforceable. In such instances, the class action, collective action, or non-PAGA representative action must be litigated in a civil court of competent jurisdiction. The Class Action Waiver shall be severable in any case in which the dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

4. Claims Not Covered By the Agreement. To the extent required by law, any and all claims for workers' compensation insurance, unemployment insurance, any and all matters within the jurisdiction of the state labor commissioner, and PAGA representative claims are not covered by this Agreement. Nothing in this agreement prohibits you from filing a claim or charge with the National Labor Relations Board or from filing an administrative charge or complaint of discrimination or harassment with either the Equal Employment Opportunity Commission or any state or local equal employment opportunity agency. Either party may seek from a court any injunctive relief (preliminary or permanent) available under applicable laws for any purpose. You understand that except as provided in this paragraph and paragraph 10(b) below, arbitration shall be the only method for resolving all disputes between you and the Company.

5. Arbitration Procedure. You and the Company agree that Claims will be submitted to a single, neutral arbitrator. The arbitrator will make a ruling in a signed writing, including findings of fact and law, within thirty days following the arbitration proceeding. The arbitrator alone and not a court shall have jurisdiction to decide the arbitrator's jurisdiction, any questions as to the arbitrability of Claims, whether an agreement to arbitrate exists and is valid, and whether the agreement to arbitrate covers the dispute in question. Provided, however, that to the extent any Claims subject to this Agreement are brought as a class action, collective action, or representative action and the arbitrator finds the Class Action Waiver set forth in paragraph 3 is unenforceable, the arbitrator shall not have jurisdiction to hear or arbitrate any such Claims on a class action, collective action, or representative action basis. In such instances, the class action, collective action, or representative action must be litigated in a civil court of a competent jurisdiction. The arbitrator will be permitted to award only those remedies in law or equity that are requested by the parties and allowed by local, state and/or federal substantive law applicable to the Claim(s). You understand and agree that the arbitrator's ruling will state the facts and the law on which the decision is based, will be final and binding on both you and the Company and any other party in the arbitration proceeding, and cannot be reviewed for error of law or legal reasoning of any kind. A judgment upon an award rendered by the arbitrator may be entered in any court of competent jurisdiction.

6. Administrative Remedies / Statute of Limitations. If either you or the Company fails to make a written request for arbitration within the statute of limitations period applicable to a Claim under applicable law or otherwise fail to comply with the administrative prerequisites to filing certain types of claims, you and/or the Company will have waived the right to raise that claim in any forum. In the event that you or the Company should file an action in court in violation of this Agreement, that court shall require the Parties to arbitrate all Claims and, additionally, shall order the Parties to arbitrate the issue of whether or not the Claims are subject to the arbitration.



7. Witnesses and Evidence. You and the Company will have the right to conduct discovery in accordance with California state law, and the arbitrator shall have the power to decide any discovery disputes between the parties. You and the Company may also call witnesses, cross-examine the other party's witnesses, and present evidence during the arbitration proceeding in accordance with the California Rules of Civil Procedure, as applied by the arbitrator.

8. Cost of Arbitration and Legal Fees. The cost of arbitration will be paid by the Company, except that you will be required to pay the initial filing fee to the extent that the filing fee does not exceed the fee to file a complaint in state or federal court. The Company will pay for the balance of the arbitrator's fees and all administrative costs related to the arbitration. The parties will each bear their own costs for legal representation, discovery, deposition, expert witnesses, and other legal costs ordinarily borne by a party in litigation, provided, however, that the arbitrator shall have the authority to require one party to pay the costs and fees for the other party's representation during the arbitration, but only to the extent permitted under relevant federal or state laws, as a part of any remedy that may be ordered.

9. Confidentiality/Resolution/Opinion. To the fullest extent permitted by law, the parties shall maintain the confidential nature of the arbitration proceedings and the award including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law. 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. The arbitrator(s) shall render an award(s) that shall be based upon a written, reasoned opinion.

10. Miscellaneous Agreement Provisions

(a) Modifications and No Waiver of Claims. Any change, alteration, revision, or modification to this Agreement and any waiver or cancellation of this Agreement must be in writing, signed by you and the President of the Company. If either you or the Company fails to assert a claim under this Agreement, that does not affect either your or the Company's rights to assert another similar claim under the Agreement. No agreements or representations, oral or otherwise, express or implied, have been made by either party, except those set forth expressly in this Agreement.

(b) Governing Law/Venue. The interpretation, construction and performance of this Agreement will be governed by the laws of the State of California that are applicable to agreements made and to be performed in California, except that questions concerning the enforceability of this Agreement shall be decided by the arbitrator pursuant to the FAA. Unless the parties otherwise agree, arbitration proceedings will be held in a location within the State of California. In the event that a court or arbitrator of competent jurisdiction holds that the FAA does not apply to this Agreement, the court or arbitrator shall apply the California Arbitration Act and other applicable California law to determine the enforceability of this Agreement.

(c) Severability. Except as otherwise provided in this Agreement, if any part of this Agreement is found to be not valid or not enforceable, that part shall be stricken and the remainder of the Agreement shall remain in full force and effect.

(d) Survival. This Agreement shall survive termination of the employment relationship and shall apply to all Claims other than as specified in paragraph 4, regardless of whether they arise or are asserted during employment or after termination of employment.

(e) Entire Agreement. This Agreement is the entire agreement between you and the Company regarding the adjudication of Claims, except that in the event that this Agreement is held invalid or unenforceable as to you, any prior agreements concerning arbitration of disputes between the parties remain in effect, shall apply to the parties, and shall be enforceable. You agree that you are not executing this Agreement in reliance on any promises or representations other than those contained in the Agreement.

You acknowledge and agree that you have carefully read this Agreement, understand its terms, and have voluntarily entered into this Agreement. Whether or not you sign this agreement will have no effect on your current or prospective employment with the Company. The Company, by offering this Agreement to you, and



you, by signing below, are both giving up any right that you or the Company may have to have a judge or jury trial with regard to all issues between you and the Company, other than as specifically stated in this Agreement.

PRINT NAME:

Jason Culbertson

SIGNATURE:

DocuSigned by:
Jason Culbertson
E562AB16B1024F4...

DATE:

2/21/2025