

Maine Pointe

Total Value Optimization • Guaranteed™

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April 5, 2016

Jeet Singh
5515 North Wayne Avenue
Unit 1
Chicago, IL 60640

Dear Jeet,

I am pleased to extend to you the opportunity to join Maine Pointe, LLC (the "Company") as an Analysis Associate, Analysis implementation services with delivery excellence as assigned. I am excited about the future with the addition of your talents and capabilities. I look forward to your acceptance of this opportunity and thank you for your patience and due diligence.

Subject to your agreement and signature, you will be engaged on an at-will basis upon the following additional terms and conditions. Services will commence as of **Monday April 25th, 2016** (or earlier by mutual agreement).

You will be paid an annual base income of \$152,000 USD, paid bi-weekly in 26 pay periods, subject to applicable withholdings. As an Analysis Associate you will receive commission of 0.5% on collected engagement revenue where you worked on the analysis that resulted in the engagement opportunity. If you work on an engagement, and are not receiving an analysis commission on that engagement, you will be eligible to receive a portion of an Engagement Performance Bonus pool of 4%. The assigned Team Leader and the Team Members would be eligible to split the Engagement Performance Bonus pool. The Performance bonus pool would be paid to the Team as recommended and finally approved by the CEO, EVP and Team Leader. This plan is subject to the discretion of the Company and the status and terms of any such plan then in effect.

In addition, you shall receive an 8% sales commission on Engagement revenue from new name client work for one full year that you have personally developed from the beginning and a 4% commission for introductions that lead to sales from those introductions. All commissions are paid monthly as project revenue is collected on or before the calendar end of each month. A more detailed Maine Pointe Commission tracking and process will be made available upon receiving your first commissions. An incremental discretionary performance bonus may be determined by the CEO based on revenue and profit contributions as well as other company development aspects, annually. This program is expected to become a more defined bonus process as the Company develops and grows.

Should you desire to join the Company health care plan, additional benefit information will follow your acceptance of our offer. All business expenses for travel and entertainment will be paid in full by the Company as per the Company expense policies and two-week reimbursement cycle. As discussed, you will be eligible to take 3 weeks of vacation with timing approved by the Executive Vice President, Analysis.



Confidentiality:

You agree and understand that in your position with Company, you have been and shall be exposed to and has received and shall receive information relating to the confidential affairs of Company and its affiliates, including, without limitation, technical information, intellectual property, business and marketing plans, strategies, Customer information, software, other information concerning the products, services, promotions, development, financing, expansion plans, business policies and practices of Company and its affiliates and other forms of information considered by Company and its affiliates to be confidential and in the nature of trade secrets (including, without limitation, ideas, research and development, know-how, formulas, technical data, designs, drawings, specifications, Customer and supplier lists, pricing and cost information and business and marketing plans and proposals) (collectively hereinafter, "Confidential Information"), including Confidential Information that you did not have access to prior to signing this Agreement. You agree that at all times during your employment with Company and thereafter, you shall not disclose such Confidential Information, either directly or indirectly, to any individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof (hereinafter each a "Person") without the prior written consent of Company and shall not use or attempt to use any such Confidential Information in any manner other than in connection with your employment with Company, unless required by law to disclose such Confidential Information, in which case you shall provide Company with written notice of such requirement as far in advance of such anticipated disclosure as practicable. This confidentiality covenant has no geographical or territorial restriction. Upon termination of your employment with the Company, you shall promptly return to Company all property, keys, notes, memoranda, writings, lists, files, reports, Customer lists, correspondence, tapes, disks, computers, flash memory, cards, machines, technical data and any other tangible product or document which has been produced by, received by, used by or otherwise submitted to you in the course of your employment with Company, whether during or prior to such employment, and any copies thereof in your (or capable of being reduced to your) possession.

Non-Competition/Non-Solicitation:

During the period of engagement by Company and for a period of one (1) year after termination of your engagement (by either party, for any reason), you agree that you will not directly or indirectly, whether alone or on behalf of any other Person, engage in any business or other commercial activity which is competitive with Company's Business, including the products and services being designed, conceived, marketed, distributed, utilized or developed by Company at the time of termination of such engagement. For purposes of this Agreement, Company's "Business" is defined as the business of providing operational, strategic procurement, logistics and sales to cash services to Customers in the Territory (as defined below), such business includes the analysis of processes, services, employee compensation and other employment practices, research, pricing lists and procedures, purchasing, accounting, engineering, manufacturing, production, operations, organization, finances, marketing, prospect and Customer lists or any other information method, technique or system relating thereto and the utilization of critical analysis methodologies in order to identify sales, logistics, procurement and