



December 23rd, 2021

Ryan Alexander Register  
750 NW 136th ave  
Miami Beach, Fl. 33182.  
United States

Offer Letter

Dear Ryan,

We are pleased to offer you employment with Veo Technologies, Inc. (the "Company") in the role of Outside Sales Representative effective as of Jan 31st, 2022.

### **Appointment**

As mentioned above, you will be employed in the role as Outside Sales Representative on a full-time basis, and you will report to the Sales Team Manager of Veo Technologies ApS, or such party as the Company decides from time to time. You may, during your employment, subsequently be placed into comparable roles as determined by the Company.

The Company maintains employment policies for the effective operation of the business. These policies may change from time to time. You are expected to become and remain familiar with the Company's policies, including changes and updates to them, and to comply with them.

### **Compensation**

You will be paid an annual base salary of \$55,440, less applicable withholdings for taxes, to be paid in accordance with the Company's standard payroll practices. You will be eligible for an annual commission target of \$23,760, less applicable withholdings, based on performance objectives determined by the Company in its sole discretion. The OTE (On Target Earnings) is estimated at \$79,200, annually. Actual pay may be higher or lower, based on targets. Commission will be calculated on paid revenue. It has been agreed further that the full target commission will be guaranteed in the first month.

### **Benefits**

You will be eligible to enroll in the Company's benefit plans and programs when established that are offered to employees of the Company from time to time, including but not limited to health insurance. The Company shall pay 50% of the total cost of your health insurance, up to a maximum of \$300 per month. The Company reserves the right to amend any employee benefit plan, policy, program, or arrangement from time to time, or to terminate such plan, policy, program, or arrangement, consistent with the terms thereof at any time and for any reason without providing you with notice.

In connection with your employment with the Company, the Company will provide you with a laptop,



which must be returned to the Company in the event of your separation of employment with the Company.

### **Travel and Expenses**

The Company will pay for your reasonable work-related travel and accommodation expenses in accordance with the Company's reimbursement policy as in effect from time to time. Reimbursement will be made through payroll and will only be made upon provision of proper records (such as invoices and receipts) in accordance with the Company's policy.

### **Paid Time Off**

You will be eligible for three (3) weeks of paid time off on an annual basis, in accordance with the Company's vacation policies in effect from time to time and applicable laws.

### **Additional Terms**

Additional terms are outlined in the Appendix A attached hereto. As a condition of employment, please review, sign, and return Appendix A.

### **At-Will Employment**

Your employment with the Company will be "at will." This means that you or the Company may terminate the employment relationship at any time with or without cause or advance notice. This at-will relationship will remain in effect throughout your employment with the Company.

### **No Barriers to Employment with the Company**

You represent that you have not taken and agree that you will not take in connection with your employment with the Company, any action that would violate any contractual or other restriction or obligation that is binding on you or any continuing duty you may owe to others, and that any such restriction or obligation will be grounds for your immediate termination from employment with the Company. If you are under any such restriction or obligation, please send us the applicable information or materials for review prior to acceptance of this offer.

### **Entire Agreement and Governing Law**

This offer letter and Appendix A hereto represent the entire agreement between you and the Company in relation to your employment. Any previous understanding or agreement, whether oral or written, relating to your employment is replaced by this letter and has no further effect. Your terms and conditions of employment may not be modified, altered, or amended, except in writing signed by one of the directors of the Company.

You represent and warrant that all information provided by you to the Company in respect of your employment history, skills and competence is true and accurate and that you have not mislead or deceived the Company in any way in disclosing or failing to disclose relevant information.

This offer letter will be construed in accordance with and governed for all purposes by the laws of the State of Florida, without regard to its principles of conflict of laws.

### **Waiver of Jury Trial**



To the extent permissible under applicable law, both you and the Company hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to the offer letter.

### Acceptance

This offer of employment is subject to and employment with the Company is conditional on your eligibility for employment in the United States, as evidenced by a completed USCIS Form I-9 and appropriate documentation that you have provided or must provide to the Company, as well as your satisfactory completion of a background check and other pre-employment screenings required by the Company of employees in your position.

To confirm acceptance of employment with the Company on these terms, including all terms included in Appendix A attached hereto, please sign and date the duplicate copy of this letter and Appendix A, and return both this letter and Appendix A by no later than 3 days after we sent the offer letter. By signing this offer letter, you also acknowledge and agree that in connection with your employment with the Company your personal data may be shared by the Company with its affiliates and certain payroll, benefits, and similar providers.

If you would like more information or have any questions, please let us know. Please sign and return this offer letter and Appendix A attached hereto.

We are excited to embark on this journey together.

Yours sincerely,

Name: Ryan Meyer Kombrink  
Title: Sales Manager

Name: Henrik Teisbæk  
Title: CEO

Enclosure

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ACCEPTED AND AGREED BY:

Name: Ryan Alexander Register

## **Appendix A: Additional Terms**

### **Confidential and Proprietary Information.**

During the course of your employment with Veo Technologies, Inc. (the “Company”), you will be granted access to valuable proprietary information belonging to the Company, and its subsidiaries, parent company and affiliates (collectively, the “Group” and each a “Group Member”) that provides the Group with a competitive advantage, and which is not in the public domain and not generally known by or easily learned or determined by persons outside the Group (the “Confidential Information”). Confidential Information includes, by way of example, any Developments (as defined below); trade secrets; ideas; products, products in development, and product development plans; procedures and business methods of Group; information regarding past, present or future business plans; technologies; logarithms; designs; sketches; drawings; marketing, advertising or financial plans and strategies; customer lists, customer preferences, customer service methodologies, pricing information, and other non-public information regarding customers, and prospective customers; sales and related forecasts; and information regarding vendors, suppliers, and licensors of the Group.

You acknowledge that the Group has a compelling business interest in preventing unfair competition stemming from the intentional or inadvertent use or disclosure of the Group’s Confidential Information. Additionally, because the Group’s Confidential Information is extremely valuable to the Group, you understand that the Group takes appropriate measures to maintain its confidentiality and guard its secrecy. Therefore, you agree at all times, both during and after your employment, to hold the Group’s Confidential Information in strict confidence and to take all reasonable steps to safeguard all such Confidential Information. Confidential Information may not be copied, disclosed, distributed, accessed, or used by you (or at your direction or on your behalf) during your employment, except to the extent necessary to carry out legitimate business of the Group.

Notwithstanding anything in this Appendix A to the contrary, you may, without informing or obtaining prior authorization of the Group: (i) disclose trade secret and proprietary information in confidence to a federal, state, or local government official, directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law that pertains to the trade secret and proprietary information; (ii) disclose trade secret and proprietary information in a complaint or other document filed in an arbitral, judicial, or administrative proceeding that pertains to the trade secret and proprietary information, if such filing is made under seal; and (iii) disclose trade secret and proprietary information to your attorney and use the trade secret and proprietary information in an arbitral, judicial, or administrative proceeding brought by you against the any Group Member alleging retaliation for your having reported a violation of law, where such proceeding pertains to or requires disclosure of the trade secret and proprietary information, provided that you file any document containing the trade secret and proprietary information under seal and do not otherwise disclose the trade secret and proprietary information except as required by court order.

For the avoidance of doubt, this section does not prohibit or restrict you (or your attorney) from responding to any inquiry about this Appendix A or its underlying facts and circumstances by the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization or governmental entity, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation or from disclosing details or from retaining substantive or procedural rights with respect to any claim of discrimination, retaliation, or harassment. You understand and acknowledge that you do not need the prior authorization of the Group to make any such reports or disclosures and that you are not required to notify the Group that you have made such reports or disclosures.

Notwithstanding anything in this Appendix to the contrary, you understand that you may, pursuant to the U.S. Defend Trade Secrets Act of 2016 (“DTSA”), without informing the Company prior to any such disclosure, disclose Confidential Information (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, without informing the Company prior to any such disclosure, if you file a lawsuit against the Company for retaliation for reporting a suspected violation of law, you may, pursuant to the DTSA, disclose Confidential Information to your attorney and use the Confidential Information in the court proceeding or arbitration, provided that you file any document containing the Confidential Information under seal and do not otherwise disclose the Confidential Information, except pursuant to court order. Without prior authorization of the Company, however, the Company does not authorize you to disclose to any third party (including any government official or any attorney you may retain) any communications that are covered by the Company’s attorney-client privilege.

Further, nothing herein is intended to restrict, and should not be construed as restricting, any right to engage in protected concerted activity with respect to terms and conditions of employment.

#### Intellectual Property.

All developments, including, without limitation, the creation of new products, designs, sketches, drawings, concepts, ideas, publications, programs, methods of organizing information, inventions (whether or not patentable), discoveries, improvements, patents, trademarks, trade names, copyrights, works, reports, computer software, logarithms, technologies, flow charts, diagrams, procedures, data, documentation, and writings and applications thereof relating to the past, present, or future business of the Group that you, alone or jointly with others, may discover, conceive, create, make, develop, reduce to practice, or acquire during your employment with the Group (collectively, “Developments”) are “works made for hire” and will remain the sole and exclusive property of the Group, and you agree to assign to the Group all of your rights, titles, and interests (including, without limitation, all copyrights, trademarks, patent rights, and other intellectual property rights) in and to all such Developments made by you alone or in conjunction with others. You agree to disclose to the Group promptly and fully all Developments. Whenever requested to do so by any Group Member, you will cooperate and do all things necessary, including executing all applications, assignments, or other instruments that the Group deems necessary to apply for and obtain letters patent or copyrights, or otherwise protect the Group’s interests in any Development. The foregoing does not apply to an invention or work of authorship that you developed entirely on your own time without using or referring to the Group’s resources, equipment, supplies, facilities, or Confidential Information, except for those inventions or works of authorship that either: (i) at the time of creation, conception or reduction to practice of the work or invention relate to the Group’s business, or to actual or demonstrably anticipated research or development of the Group, or (ii) result from any work performed by you for the Group. You agree to disclose to the Group, in confidence, all inventions or works of authorship made solely by you or jointly with others at any time during your employment with the Group.

#### Return of Property.

You must return immediately all property belonging to the Group, including, without limitation, the Company-paid laptop and property containing or constituting Confidential Information, that is in your possession or control upon termination of your employment or at any other time upon request by the Company.

#### Competitive Restrictions During and Post-Employment.

You acknowledge and agree that during your employment, you:

- ☐ will acquire significant information about the business of the Group, including the names of employees, contractors, officers, agents, suppliers and customers with whom the Group does business;
- ☐ will have the opportunity to forge personal links with the Group's employees, contractors, officers, agents, suppliers, and customers; and
- ☐ will have the opportunity to learn and acquire Confidential Information of the Group.

Therefore, during your employment and for three (3) months thereafter, you must not directly or indirectly carry on or be interested in any capacity (including without limitation through any interposed body corporate, trust, partnership or entity) or be employed or engaged in any capacity (including as a director) in any business or activity that is in competition with the Group in any state in the United States in which the Group operates as of the date your employment is terminated or any state in the United States in which the Group had demonstrable plans to operate that were developed during your employment. During your employment and for six (6) months thereafter you must not directly or indirectly (i) entice or solicit, or assist another person to entice or solicit, an employee, contractor, officer, agent or supplier of the Group with whom you have had dealings during the twelve (12) months prior to the termination of your employment, to cease or reduce to providing services or products to the Group; or (ii) canvass, solicit or interfere in the relationship with any customer or prospective customer of the Group with whom you have had dealings, or that was a customer of the Group during the twelve (12) months prior to the termination of your employment, for the purpose of encouraging them to cease or reduce using the services or products of the Group.

Each of the above restrictions constitutes a separate and independent provision of this Appendix A, severable from the other restrictions and any other provisions herein. If a court of competent jurisdiction makes a final disposition that any such restriction is unenforceable in whole or in part, the enforceability of the remainder of this letter, including, without limitation, any other restriction herein, will not be affected.

You agree that each of the restrictions contained herein is reasonable in scope and duration and is reasonably necessary to protect the goodwill and legitimate business interests of the Group; and the compensation and other benefits payable to you through employment with the Company include consideration in respect of these employment and post-employment obligations.

#### Reasonableness of Restrictions.

You acknowledge and agree that the Group's Confidential Information, as well as its relationships and goodwill with customers, prospective customers, vendors, suppliers and employees, constitute valuable and protectable assets of the Group, developed at the expense of the Group, and that you have been and/or will be privy to and enjoyed and/or will enjoy access to and other benefits of such assets during and as a result of your employment with any Group Member. You further acknowledge and agree that the restrictions contained in this Appendix A are reasonable and necessary to preserve the Group's legitimate business interests in protecting such assets, that such restrictions will not prevent you from earning a livelihood in your chosen occupation.

#### Equitable Relief.



You acknowledge and agree that the Group has no adequate remedy at law for a breach or threatened breach of any of the provisions of this Appendix A, and in recognition thereof agrees that in the event of such breach or threatened breach, the Group will suffer irreparable harm that cannot be adequately compensated for by money damages. You agree that in addition to any remedies at law available to it, the Group shall be entitled, without posting any bond and without notice to you, to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction, or any other equitable remedy that may then be available. You agree that the Group may pursue any remedy available to it concurrently or consecutively in any sequence, and that nothing in this Appendix A shall be construed as prohibiting the Group from pursuing any other remedies at law or in equity that may be available to it, or any other rights that it may have under any other agreement. You expressly waive any claim or defense that the Group has an adequate remedy at law or in damages. You and the Group agree that, in any suit, action or proceeding arising out of or seeking enforcement of this Appendix A, the prevailing party shall be entitled to reimbursement in full for its reasonable attorneys' fees and costs incurred in connection with such suit, action or proceeding, unless such payment is otherwise prohibited by law.

Governing Law.

This Appendix A will be construed in accordance with and governed for all purposes by the laws of the State of Florida, without regard to its principles of conflict of laws.

Waiver of Jury Trial.

To the extent permissible under applicable law, both you and the Company hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to the offer letter and Appendix A.

Acceptance.

To confirm acceptance of this Appendix A, please sign.

A handwritten signature in black ink, appearing to read "Ryan Alexander Register".

\_\_\_\_\_  
Signature of Ryan Alexander Register

23 / 12 / 2021

\_\_\_\_\_  
Date



<b>TITLE</b>	Work contract - Outside Sales Rep US - Ryan Alexander...
<b>FILE NAME</b>	Veo Technologies ...der Register.docx
<b>DOCUMENT ID</b>	a635e1f81f0f10ada79dcb19d59a1f24b2954a6a
<b>AUDIT TRAIL DATE FORMAT</b>	DD / MM / YYYY
<b>STATUS</b>	● Completed

## Document History



**23 / 12 / 2021**  
11:02:18 UTC

Sent for signature to Ryan Meyer Kombrink (ryan@veo.co), Ryan Alexander Register (ryan.a.register@gmail.com) and Henrik Teisbæk (henrik@veo.co) from as@veo.co  
IP: 77.241.128.187



**23 / 12 / 2021**  
12:38:05 UTC

Viewed by Ryan Meyer Kombrink (ryan@veo.co)  
IP: 80.71.142.21



**23 / 12 / 2021**  
12:38:17 UTC

Signed by Ryan Meyer Kombrink (ryan@veo.co)  
IP: 80.71.142.21



**23 / 12 / 2021**  
13:57:33 UTC

Viewed by Ryan Alexander Register (ryan.a.register@gmail.com)  
IP: 73.57.137.218



**23 / 12 / 2021**  
14:10:02 UTC

Signed by Ryan Alexander Register (ryan.a.register@gmail.com)  
IP: 73.57.137.218



<b>TITLE</b>	Work contract - Outside Sales Rep US - Ryan Alexander...
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<b>DOCUMENT ID</b>	a635e1f81f0f10ada79dcb19d59a1f24b2954a6a
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<b>STATUS</b>	● Completed

## Document History



**23 / 12 / 2021**  
14:16:04 UTC

Viewed by Henrik Teisbæk (henrik@veo.co)  
IP: 80.62.116.97



**23 / 12 / 2021**  
14:16:33 UTC

Signed by Henrik Teisbæk (henrik@veo.co)  
IP: 80.62.116.97



**23 / 12 / 2021**  
14:16:33 UTC

The document has been completed.