



October 3, 2016

Miwa Yagi
888 Main St., #435
New York, NY 10044

Re: Employment with COTA, Inc.

Dear Miwa:

COTA, Inc. (the "Company") is pleased to confirm the terms of your employment:

- 1. Position.** You will serve as a Software Engineer for the Company, and you will initially report to the Company's VP of Engineering. This is a full time position. By signing this letter agreement, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.
- 2. Start Date.** Your start date is November 1, 2016.
- 3. Compensation.** The Company will pay you a salary at the rate of [REDACTED] per year, payable on the Company's regular payroll dates.
- 4. Annual Bonus.** Starting in calendar year 2016, you will be eligible to earn an annual bonus of up to 10% of your salary. The bonus for a year will be paid by March 15th of the following year, and you must be employed on the date of payment to receive a bonus. The actual amount of any bonus will be determined by the board of the Company (the "Board") in its sole discretion based on the achievement of Company and individual performance goals. The Company goals will be set by the Board, and your individual performance goals will be agreed between you and your manager.
- 5. Stock Options.** Subject to the approval of the Company's Board of Directors or its Compensation Committee, you will be granted an option to purchase shares of the Company's Common Stock (number of shares to be determined). The exercise price per share will be equal to the fair market value per share on the date the option is granted or on your first day of employment, whichever is later. The option will be subject to the terms and conditions applicable to options granted under the Company's Stock Plan (the "Plan"), as described in that Plan and the applicable stock option agreement.

6. Employee Benefits. As a regular employee of the Company, you will be eligible to participate in those employee benefits offered by the Company to its employees generally from time to time subject to the terms and conditions of such benefits. The Company may change or discontinue any of its employee benefit plans or change its vacation policy at any time.

7. Reimbursement. Reimbursement of expenses incurred in the performance of your duties shall be in accordance with the Company's policies and procedures in effect from time to time and shall be subject to the delivery by you of reasonable documentation for such expenses.

8. Confidentiality and Assignment of Inventions Agreement. You are required, as a condition of your employment with the Company, to sign and comply with the Company's standard Confidentiality and Assignment of Inventions Agreement, a copy of which is attached as Exhibit A.

9. "At Will" 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 that may have been made to you are superseded by this letter agreement. 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 a duly authorized officer of the Company (other than you).

10. Tax Matters.

(a) **Withholding.** All forms of compensation paid to you by the Company are subject to reduction (or payment by you, to the extent that additional amounts are required) to reflect applicable withholding and payroll taxes and other deductions required by federal, state and local law.

(b) **Tax Advice.** You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or the Board related to tax liabilities arising from your compensation.

10. Interpretation, Amendment and Enforcement. This letter agreement, together with the attached Confidentiality and Assignment of Inventions Agreement, constitute the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This letter agreement may not be amended or modified, except by an express written agreement signed by you and by a duly authorized officer of the Company (other than you). This letter agreement and your employment with the Company are governed by the laws of the State of New Jersey. You and

the Company agree to submit to the exclusive personal jurisdiction of the federal and state courts located in the State of New Jersey in connection with any disputes as to the meaning, effect, performance, or validity of this of letter agreement or related to, or in any way connected with, this letter agreement, your employment with the Company or any other relationship between you and the Company.

Your employment is contingent upon the Company's requirements for new employees, which may include, without limitation, a positive check of your references, a positive background check and execution and delivery of the Confidentiality and Assignment of Inventions Agreement.

We hope that you will accept our offer to join the Company. You may indicate your agreement with these terms and accept this offer by signing and dating both the enclosed duplicate original of this letter agreement and the enclosed Confidentiality and Assignment of Inventions Agreement and returning them to me. This offer, if not accepted, will expire at the close of business on the date that is 7 days after the date of this letter, which is October 10, 2016. As required by law, your employment with the Company is contingent upon your providing legal proof of your identity and authorization to work in the United States.

Very truly yours,

COTA, Inc.

By:

Name:

Title:

The undersigned hereby accepts employment with COTA, Inc. on the terms and conditions set forth above.

Miwa Yagi

Date: _____

Attachments

Exhibit A: Confidentiality and Assignment of Inventions Agreement

Exhibit A

CONFIDENTIALITY AND ASSIGNMENT OF INVENTIONS AGREEMENT

See attached.