



Start date: 08-Nov-2021

Jason Walker
7337 Hawks Crossing Drive E
Olive Branch, MS 38654
jasonwalker15@gmail.com

Dear Jason,

On behalf of SitusAMC Holdings Corporation ("SAMC"), it is my pleasure to extend to you an offer to join SAMC under the terms and conditions set forth in this letter agreement (this "Letter Agreement"). We extend you this offer for employment, and the opportunity it represents, with great confidence in your abilities and we are excited about your joining our team.

Start Date. Your employment with SAMC (office location to be: Remote) shall be deemed to have commenced on the date hereof, as listed at the top of this Letter Agreement, or by another date to be mutually agreed upon by yourself and SAMC in writing (email shall count as written agreement), subject to:

- (a) your execution of this Letter Agreement,
- (b) your submission of documents which demonstrate your ability to work lawfully in the United States in compliance with the Immigration Reform and Control Act of 1986 (I-9 Form completed),
- (c) your satisfactory completion of a background check, which may include fingerprinting and reference checks,
- (d) your signing of relevant acknowledgements from the SAMC Employee Handbook,
- (e) your signing the Confidentiality, Invention Assignment, and Restrictive Covenant Agreement, and
- (f) your successful completion of any required new hire training

Job Title and Responsibilities. You shall serve as a regular full-time Associate, Data Warehouse Architect and shall perform such duties as are commensurate with the position and as the person to whom you report shall require. Until modified by written notice to you, you shall report to Brian Fleenor. In serving in the aforementioned position, you shall have such authority and responsibility as is customarily attendant to such position, subject to such direction and limitation as may be specified by the person to whom you report.

Compensation. Your compensation arrangement shall be as follows:

Base Salary. You will receive a base salary at the annual rate of \$ 130,000.00 ("Base Salary"), which shall be paid in bi-weekly installments during your employment. For purposes of applicable wage and hour laws, your position shall be classified as exempt. SAMC may review your salary and make adjustments at its discretion.

Annual Discretionary Bonus. You will be eligible to receive an annual discretionary bonus (the "Annual Discretionary Bonus"), which may be paid annually or more frequently, as determined in the sole discretion of SAMC senior management, provided that you are employed by SAMC in good standing and have not given or received notice of your termination of employment from SAMC on the date the Annual Discretionary Bonus is paid. Annual Discretionary Bonuses are awarded, if at all, in SAMC's sole discretion and are contingent upon multiple factors, including but not limited to, the employee's performance, the employee's department's performance, compliance with legal and regulatory requirements and internal guidelines, and external market factors. Whether or not an employee receives an Annual Discretionary Bonus and, if so, the amount of the Annual Discretionary Bonus is at the sole discretion of SAMC management.

Withholdings. All payments made pursuant to this Letter Agreement shall be subject to applicable taxes and withholdings.

Employee Benefits, Paid Time Off ("PTO"), and Paid Holidays. SAMC offers a number of employee benefit plans. Your eligibility for any SAMC benefit plan will be governed by the terms of that plan. Although SAMC anticipates that it will continue to offer these benefit plans, SAMC reserves the right to amend, modify, or terminate these plans at any time. SAMC offers a PTO program and paid holidays, the terms of which are set forth in the Employee Handbook. SAMC reserves the right to amend or terminate its PTO program or its paid holiday policy at any time.



SAMC Policies. During your employment, you acknowledge and agree that you will be subject to all of the policies, rules and regulations applicable to employees of SAMC, as they currently exist and subject to any future modifications in SAMC's discretion.

Extent of Service. During your employment under this Letter Agreement:

- (a) you shall devote your full business time, best efforts and business judgment, skill and knowledge to the advancement of SAMC's interests and to the discharge of your duties and responsibilities under this Letter Agreement,
- (b) you shall abide by all legal requirements, conduct yourself in a professional and ethical manner and comply with all of SAMC's requirements, rules, regulations, policies and practices applicable to your work, and
- (c) you shall not engage in any other business activity, except as may be approved in advance by SAMC in writing. Except where otherwise provided by applicable law, completing work as a contractor or part-time employee for other firms, including due diligence firms, is a violation of this Letter Agreement and may result in the termination of your employment with SAMC.

Compliance with Other Agreements. Before accepting SAMC's offer of employment, you must fully disclose all contractual and other restrictions or obligations with other parties, including any non-competition or non-solicitation agreements with prior employers, that may or will impose limitations on your professional activities with SAMC. You acknowledge and agree that you will abide by all such restrictions or obligations and avoid involvement, while employed by SAMC, in any matter that could pose or appears to pose a conflict with any contractual or other duty to which you are subject, including as a result of confidential, proprietary or trade secret information obtained by you prior to your employment with SAMC. By agreeing to become employed by SAMC, you represent that none of these restrictions or obligations is inconsistent with your acceptance of this offer of employment or your becoming, and serving as, an employee of SAMC as contemplated under this Letter Agreement.

Miscellaneous.

- (a) Entire Agreement. Except as set forth herein, this Letter Agreement, along with the Confidentiality, Invention Assignment, and Restrictive Covenant Agreement, supersedes any and all existing agreements, oral or written, between you and SAMC relating to the terms and conditions of your employment with SAMC. You acknowledge and agree that execution of the Confidentiality, Invention Assignment, and Restrictive Covenant Agreement is a condition of this Letter.
- (b) Amendments and Waivers. No provision of this Letter Agreement may be amended, modified, waived or discharged except as agreed to in writing by you and SAMC. The failure of a party to insist upon strict adherence to any term of this Letter Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Letter Agreement.
- (c) Successors. This Letter Agreement shall be binding upon, and shall inure to the benefit of, you and your estate, but you may not assign or pledge this Letter Agreement or any rights arising hereunder or under any benefit plan, except to the extent permitted under the terms of the benefit plans in which you participate. Without your consent, SAMC may assign this Letter Agreement to any affiliate or to a successor of SAMC, after which any reference to "SAMC" in this Letter Agreement shall be deemed to be a reference to such assignee.

Construction of Agreement. The parties hereby confirm and agree that this Letter Agreement is the result of negotiation and compromise, and that in interpreting this Letter Agreement neither party shall be considered to be the drafter of the document, and that the language should not be strictly construed against either party. Instead, the language of this Letter Agreement should be interpreted consistent with the ordinary and reasonable meaning of the words used.

Employment at Will. You will be an "employee-at-will," meaning your employment may be terminated by you or SAMC at any time, with or without reason, cause or notice. No representative of SAMC, other than the CEO, General Counsel, or Chief Human Resources Officer has the authority to provide you, individually or on a collective basis, with an employment contract or special arrangement concerning the terms or conditions of employment and any such agreement must be in writing and signed by the CEO, General Counsel, or Chief Human Resources Officer.

In closing, we are delighted by the prospects of your joining SAMC and look forward to welcoming you as a member of our team.

Sincerely,

Evelyn Reddish



Your signature hereby acknowledges understanding and acceptance of all terms and conditions set forth above.

[signHere]

Jason Walker

CONFIDENTIALITY, INVENTION ASSIGNMENT, AND RESTRICTIVE COVENANT AGREEMENT

This CONFIDENTIALITY, INVENTION ASSIGNMENT, AND RESTRICTIVE COVENANT AGREEMENT (the “Agreement”) is made between SitusAMC Holdings Corporation (together with its direct and indirect subsidiaries and Affiliates*, the “Company”) and the undersigned employee (“I” or “Employee”).

In consideration of my employment with the Company, the receipt of confidential and proprietary information while associated with the Company, and other good and valuable consideration, I, the undersigned individual, agree that:

1. Term of Agreement. This Agreement shall continue in full force and effect for the duration of my employment by the Company (the “Period of Employment”) and shall continue thereafter as provided in this Agreement.

2. Confidentiality.

(a) Definitions. “Confidential Information” is all information and any idea in whatever form, tangible or intangible, concerning trade secrets, proprietary data, or other information relating to the business or financial affairs of the Company, or any of its Affiliates, or its employees, clients, consultants, business associates, or third-parties such as mortgagees, and other information which is not known by persons not employed by the Company and which the Company undertakes efforts to maintain its secrecy. By example and without limiting the foregoing definition, Confidential Information shall include, but not be limited to:

(1) formulas, research and development techniques, processes, trade secrets, computer programs, software, systems, research and development, specifications, new program research, electronic codes, mask works, inventions, innovations, patents, patent applications, discoveries, improvements, data, know-how, formats, test results, and research projects;

(2) information about costs, pricing strategies and plans, financial data, formulae, profits, markets, sales, contracts and lists of customers, and distributors;

(3) business, marketing, including marketing plans and surveys, sales plans, business plans, and strategic plans;

(4) forecasts, unpublished financial information, profitability information, transaction documents, budgets, projections, vendor lists, vendor identities, and the agreements, and customer identities, characteristics and agreements;

(5) employee personnel files and compensation information;

(6) all client data and information, including client lists, client data bases and client personal and financial information, whether on computer disc or not, the names of the clients, and their contracts with the Company; and

(7) Third-Party Information (as defined below). Confidential Information is to be broadly defined, and includes, but is not limited to: (i) all information that has or could have commercial value or other utility in the business in which the Company is engaged or contemplates engaging; and (ii) all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as “confidential” by the Company.

(b) Existence of Confidential Information. The Company owns and has developed and compiled, and will develop and compile, certain trade secrets, proprietary techniques and other Confidential Information which have great value to its business. This Confidential Information includes not only information disclosed by the Company to me, but also information developed or learned by me during the course of my employment with the Company.

(c) Protection of Confidential Information. I will not, directly or indirectly, without written consent of the Company, use, make available, publish, sell, disclose or otherwise communicate to any third party, other than in the performance of my assigned duties and for the benefit of the Company, any of the Company's Confidential Information, either during or after my employment with the Company. In the event I desire to publish the results of my work for the Company through literature or speeches, I will submit such literature or speeches to the General Counsel of the Company at least 10 days before

dissemination of such information for a determination of whether such disclosure may alter trade secret status, improperly prejudice the interests of the Company, or constitute an invasion of privacy. I agree not to publish, disclose or otherwise disseminate such information without prior written approval of the General Counsel of the Company. I acknowledge that the unauthorized disclosure or use of Confidential Information of the Company will cause irreparable harm to the Company, be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure or misappropriation of trade secrets.

(d) Exceptions; Defend Trade Secrets Act. Nothing in this Agreement prohibits or restricts me from reporting possible violations of federal, state, or local law or regulation to, or discussing any such possible violations with, any governmental agency or entity or self-regulatory organization, including by initiating communications directly with, responding to any inquiry from, or providing testimony before any federal, state, or local regulatory authority or agency or self-regulatory organization, including without limitation the Securities and Exchange Commission and the Occupational Safety and Health Administration, or making any other disclosures that are protected by the whistleblower provisions of any federal, state, or local law or regulation. I also am permitted to disclose trade secret or confidential information within the limitations permitted by the Defend Trade Secrets Act ("DTSA"). I am notified that under the DTSA, no individual will be held criminally or civilly liable under Federal or State trade secret law for disclosure of a trade secret (as defined in the Economic Espionage Act) that is: (A) made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public. Further, an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order. For non-management employees only, Confidential Information does not include information lawfully acquired or created by a non-management employee of the Company about wages, hours or other terms and conditions of employment when used for purposes protected by Section 7 of the National Labor Relations Act.

(e) Delivery of Confidential Information. Promptly upon request or when my employment with the Company terminates for any reason, I will immediately return and deliver to the Company all Confidential Information, all analyses, synopses, summaries, and reproductions of Confidential Information, and all copies of any and all materials and writings received from, created for, or belonging to the Company including, but not limited to, those which relate to or contain Confidential Information. Upon request and the Company's good faith belief that Confidential Information may be located on one or more such devices or accounts, I shall promptly (and in any event within three days) provide the Company access to all personal and other computers, cell phones, tablets, other storage devices, or email or cloud accounts that were used for work, that have or may contain Confidential Information, or that may have been used in relation to a breach of this Agreement. Such access shall be limited to the purpose of locating Confidential Information, ensuring all Confidential Information is permanently deleted or removed from such locations, and determining whether a breach of this Agreement has occurred and, if so, the extent of such breach.

(f) Location and Reproduction. I shall maintain at my workstation and/or any other place under my control only such Confidential Information as I have a current "need to know." I shall return to the appropriate person or location or otherwise properly dispose of Confidential Information once that need to know no longer exists. I shall not make copies of or otherwise reproduce Confidential Information unless there is a legitimate business need of the Company for reproduction. I shall not place any Confidential Information on my personal or other computer, cell phone, tablet, other storage devices, or email or cloud accounts without permission from the Company.

(g) Prior Actions and Knowledge. I represent and warrant that, from the time of my first contact with the Company, I held in strict confidence all Confidential Information and have not disclosed any Confidential Information, directly or indirectly, to anyone outside the Company, or used, copied, published, or summarized any Confidential information, except to the extent otherwise permitted in this Agreement.

(h) Third-Party Information. I acknowledge that the Company has received and in the future will receive from third parties their confidential information as well as private and/or confidential information of such third parties' customers, clients, and mortgagees subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes ("Third-Party Information"). I agree that, during the Period of Employment and thereafter, I will hold all such Third-Party Information in the strictest confidence and not to disclose or use it, except as necessary to perform

my obligations hereunder and as is consistent with the Company's agreement with such third parties.

(i) Third Parties. I represent that my employment with the Company does not and will not breach any agreements with or duties to a former employer or any other third party. I will not disclose to the Company or use on its behalf any confidential information belonging to others and I will not bring onto the premises of the Company any confidential information belonging to any such party unless consented to in writing by such party.

3. Proprietary Rights, Inventions and New Ideas.

(a) Definition. The term "Subject Ideas and Inventions" includes any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable works products, marketing and business ideas, and all improvements, know-how, data, rights, and claims related to the foregoing that, whether or not patentable, are conceived, developed or created which: (i) relate to the Company's current or contemplated business or activities; (ii) relate to the Company's actual or demonstrably anticipated research or development; (iii) result from any work performed by me for the Company; (iv) involve the use of the Company's equipment, supplies, facilities or trade secrets; (v) result from or are suggested by any work done by the Company or at the Company's request, or any projects specifically assigned to me; or (vi) result from my access to any of the Company's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, "Company Materials").

(b) Prior Subject Ideas and Inventions. Except for the Subject Ideas and Inventions disclosed on Appendix A, I do not have any right or claim to any Subject Ideas and Inventions. No rights are hereby conveyed to Subject Ideas and Inventions, if any, made by me prior to employment by the Company, which are listed in Appendix A, attached hereto.

(c) Company Ownership of Subsequent Inventions. Except for the Subject Ideas and Inventions disclosed on Appendix A, (i) all right, title and interest in and to all Subject Ideas and Inventions, including but not limited to all registrable and patent rights which may subsist therein, shall be held and owned solely by the Company, (ii) where applicable, all Subject Ideas and Inventions shall be considered "works made for hire" for the purposes of the Company's rights under copyright laws, and (iii) I agree to transfer, and hereby do transfer and assign, to the Company all right, title, and interest in and to all Subject Ideas and Inventions. If I am a resident of a state where specific laws addressing invention assignment are in effect, then the invention assignment provisions of this Agreement shall be limited to comply with applicable law of my state of residence to the extent such law places a limitation on what kinds of inventions may be assigned to an employer by an employee as part of the employment relationship. I shall mark all Subject Ideas and Inventions with the Company's copyright or other proprietary notice as directed by the Company and shall take all actions deemed necessary by the Company to protect the Company's rights therein. In the event that the Subject Ideas and Inventions shall be deemed not to constitute works made for hire, or in the event that I should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, I agree to assign to the Company, without further consideration, my entire right, title and interest in and to each and every such Subject Idea and Invention. I understand and agree that the decision whether or not to commercialize or market any Subject Ideas and Inventions developed by me, solely or jointly with others, is within the Company's sole discretion and for the Company's sole benefit. No royalty will be due to me as a result of the Company's efforts to commercialize or market any such Subject Ideas and Inventions.

(d) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Subject Ideas and Inventions and their development made by me (solely or jointly with others) during the term of my employment with the Company. These records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. These records will be available to and will remain the sole property of the Company at all times.

(e) Determination of Subject Ideas and Inventions. I further agree that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer hardware or software, original work of authorship, design, formula, discovery, patent, copyright, product, and all improvements, know-how, rights, and claims related to the foregoing ("Intellectual Property"), that I do not believe to be a Subject Idea or Invention, but that is conceived, developed, or reduced to practice by the Company (alone by me or with others) during the Period of Employment and for one (1) year thereafter, shall be disclosed promptly by me to the Company (such disclosure to be received in confidence). The Company shall examine such information to determine if in fact the Intellectual Property is a Subject Idea or Invention subject to this Agreement.

(f) Access. Because of the difficulty of establishing when any Subject Ideas or Inventions are first conceived by me, or whether it results from my access to Confidential Information or Company Materials, I agree that any Subject Idea and Invention shall, among other circumstances, be deemed to have resulted from my access to Company Materials if: (1) it grew out of or resulted from my work with the Company or is related to the business of the Company, and (2) it is made, used, sold, exploited or reduced to practice, or an application for patent, trademark, copyright or other proprietary protection is filed thereon, by me or with my significant aid, within six months after termination of the Period of Employment.

(g) Assistance. I further agree to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights or other rights or registrations on said Subject Ideas and Inventions in any and all countries, and to that end will execute all documents necessary:

(1) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters, patents, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and

(2) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection; and

(3) to cooperate with the Company (but at the Company's expense) in any enforcement or infringement proceeding on such letters patent, copyright or other analogous protection.

(h) Authorization to Company. In the event the Company is unable, after reasonable effort, to secure my signature on any patent, copyright or other analogous protection relating to a Subject Idea and Invention, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf and stead to execute and file any such application, applications or other documents and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of letters patent, copyright or other analogous rights or protections thereon with the same legal force and effect as if executed by me. My obligation to assist the Company in obtaining and enforcing patents and copyrights for Subject Ideas and Inventions in any and all countries shall continue beyond the termination of my relationship with the Company, but the Company shall compensate me at a reasonable rate after such termination for time actually and reasonably spent by me at the Company's request on such assistance.

(i) Exhibit. I acknowledge that there are no currently existing ideas, processes, inventions, discoveries, marketing or business ideas or improvements which I desire to exclude from the operation of this Agreement, unless a reference thereto has been attached on Appendix A. To the best of my knowledge, there is no other contract to assign inventions, trademarks, copyrights, ideas, processes, discoveries or other intellectual property that is now in existence between me and any other person (including any business or governmental entity).

(j) No Use of Name. I shall not at any time use the Company's name or any the Company trademark(s) or trade name(s) in any advertising or publicity without the prior written consent of the Company.

4. Restrictive Covenants.

(a) Acknowledgment. I acknowledge that the pursuit of the activities forbidden by Section 4(b) below would necessarily involve the use, disclosure or misappropriation of Confidential Information.

(b) I agree not to do any of the following, directly or indirectly, in any capacity, either for myself or on behalf of any other person or entity:

(1) During the period of my employment with the Company, and for a period of six months after termination of employment for any reason, I shall not, directly or indirectly, solicit or attempt to solicit or persuade or attempt to persuade any agent, supplier, customer, contractor, or other person who has a business relationship with the Company, with whom I have worked, or who I have knowledge of as a result of my employment with the Company, to cease to do business with the Company,

reduce the amount of business that it historically has done with the Company, or otherwise adversely alter its business relationship with the Company, or accept or conduct any business with any such person with respect to any product or service provided by the Company with which I have been involved, during the preceding eighteen months in connection with my employment by the Company. For purposes of this Section 4(b)(1), "business" of the Company shall include any opportunity or business that the Company (or its affiliates) was considering working on or actively working on or prior to the date of your termination of employment; provided however that any such business that was rejected by Company shall not qualify hereunder.

(2) During the period of my employment, and for a period of six months after termination of employment for any reason, I shall not, directly or indirectly, (A) recruit, solicit or encourage or attempt to recruit, solicit or encourage any employee or contractor of the Company with whom I worked or communicated during the preceding eighteen months in connection with my employment by the Company, or any such person who was an employee or contractor of the Company within the preceding six months, to become employed or engaged by any other person or entity or to terminate such person's employment or engagement with the Company, (B) hire or employ any such person, or (C) otherwise interfere with or attempt to interfere with the relationship the Company has with any of its current or former employees or contractors.

(3) During the period of my employment, and for a period of six months after termination of employment for any reason, I shall not, directly or indirectly, engage in any business, acquire an interest in any business, or serve as an agent, lender, member, officer, partner, director, investor, consultant, employee, representative, or independent contractor of any person or entity that competes with or plans to compete with any business of the Company with which I have been involved during the preceding eighteen months in connection with my employment by the Company. This restriction applies to passive investments in securities of any corporation or other business organization, except that nothing in this Agreement prohibits me from owning (of record or beneficially) not more than 1% of the outstanding common stock of any publicly traded company.

(c) I acknowledge, stipulate, and agree that (i) the preceding restrictions are reasonable and reasonably necessary to protect legitimate business interests of the Company, including trade secrets, Confidential Information, other valuable business information, substantial relationships with existing or prospective customers, and customer goodwill associated with the Company's trade name and ongoing business; (ii) enforcement of the restrictions will not have an adverse impact on public health, safety, and welfare and waive any defense in law or equity to the enforcement of the restrictions that I may have regarding such adverse impact; (iii) the provisions of this Section 4(b) may limit my ability to earn a livelihood in a business similar to the business of the Company but nevertheless agree; and (iv) I will not assert in any forum that such provisions prevent me from earning a living or otherwise are void or unenforceable or should be held void or unenforceable.

(d) To the extent any of the preceding restrictions would cause them to be unenforceable in a particular jurisdiction, the restrictions automatically will be reformed and modified for purposes of enforcement in that jurisdiction such that they are valid and enforceable in that jurisdiction to the greatest permissible extent. Reformation of a restriction to validate its enforcement in any particular jurisdiction, however, will not affect the enforcement of the restriction as stated in any other jurisdiction in which it is enforceable as stated. Also, the invalidity of a restriction in any particular jurisdiction will not affect the validity or enforcement of the restriction in another jurisdiction where it is otherwise valid.

(e) The duration of every restriction set forth in this section will be extended by any period during which I am in breach of any provision of Section 4(b).

5. **Representations and Warranties.** I represent and warrant (a) that I have no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with my undertaking a relationship with the Company; (b) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, nor will it conflict with or breach any other invention assignment agreement or non-competition agreement to which I am or have been a party; (c) that to the extent that I have confidential information or materials of any former employer, that I will not disclose such confidential information or materials to the Company or any of its employees, and that the Company prohibits me from using said confidential information or materials in any work I may perform for the Company; (d) that I am not a party to any restrictive covenant limiting my ability to work or perform services for the Company in any capacity whatsoever; and (e) that I have not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement. I shall indemnify and hold harmless the Company from all costs, damages, and liabilities that the Company incurs in connection with any suit or claim

arising out of any violation of or in contradiction to these representations and warranties in this Section 5

6. Termination Obligations.

- (a) Upon the termination of my relationship with the Company for any reason or promptly upon the Company's request, I shall surrender and return to the Company all equipment, Confidential Information, documents, books, notebooks, records, reports, notes, memoranda, drawings, sketches, models, maps, contracts, lists, computer disks (and other computer-generated files and data), any other data and records of any kind, and copies thereof, created on any medium and furnished to, obtained by, or prepared by myself in the course of or incident to my employment, that are in my possession or under my control.
- (b) My representations, warranties, restrictions, and obligations contained in this Agreement shall survive the termination of the Period of Employment.
- (c) Following any termination of the Period of Employment for any reason, I will fully cooperate with the Company in all matters relating to my continuing obligations under this Agreement.
- (d) In the event that I leave the employ of the Company for any reason, I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.
- (e) I shall disclose the existence of the restrictions contained Sections 2, 3 and 4 of this Agreement to any subsequent employer or any subsequent parties who may engage me, directly or indirectly, as an employee, agent, representative, or independent contractor.
- (f) Upon termination of the Period of Employment for any reason, I will execute a Certificate acknowledging compliance with this Agreement in the form reasonably provided by the Company.

7. Injunctive Relief. I acknowledge that my failure to carry out any obligation under this Agreement, or a breach by me of any provision herein, will constitute immediate and irreparable damage to the Company, which cannot be fully and adequately compensated in money damages and which will warrant preliminary and other injunctive relief, an order for specific performance, and other equitable relief. I further agree that no bond or other security shall be required in obtaining such equitable relief and I hereby consent to the issuance of such injunction and to the ordering of specific performance. I also understand that other action may be taken and remedies enforced against me.

8. Modification. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

9. Binding Effect. This Agreement shall be binding upon me, my heirs, executors, assigns and administrators and is for the benefit of the Company and its successors and assigns.

10. Governing Law; Jurisdiction and Venue. This Agreement shall be construed, interpreted, and governed in accordance with the laws of the State in which I am then employed by the Company or following termination of my employment, in which my final work location was located.

11. Integration. This Agreement sets forth the parties' mutual rights and obligations with respect to Confidential Information, prohibited competition and solicitation, and intellectual property. It is intended to be the final, complete, and exclusive statement of the terms of the parties' agreements regarding these subjects. This Agreement supersedes all other prior and contemporaneous agreements and statements on these subjects entered into in connection with my employment by the Company, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the Company, now or in the future, apply to myself and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control unless changed in writing by the Company. Notwithstanding the foregoing, the provisions of this Agreement are in addition to, and neither supersede nor are superseded by, the provisions of any similar covenants or agreement entered into in connection with the Company's purchase of equity in or assets of any other entity.

12. Employment at Will. This Agreement is not an employment agreement. I understand that my employment with the Company is

for no specified term and that I or the Company may terminate my association or employment with it at any time, with or without cause, subject to the terms of any separate written employment agreement executed by a duly authorized officer of the Company. The termination of employment shall not release me from the obligations respecting the subject matter of any invention, or other confidential information.

13. Construction. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The headings of the paragraphs hereof are inserted for convenience only, and do not constitute part of and shall not be used to interpret this Agreement.

14. Attorneys' Fees and Costs. In the event that attorneys' fees or costs are incurred to secure performance of the obligations provided in this Agreement, to establish a breach of this Agreement, or in any dispute or lawsuit concerning this Agreement, the prevailing party shall be entitled to recover his, her or its reasonable attorneys' fees as well as costs incurred therein, including, but not limited to, all fees and costs incurred for the use of any experts, consultants, or information technology forensic consultants or experts.

15. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

16. Independent Covenants. My obligations to the Company under this Agreement are independent of any other obligation between the Company and myself (including any promise or agreement contained in this Agreement or any other agreement I have with the Company), and the existence of any claim or cause of action I have or may have against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of any of my obligations contained in this Agreement.

17. Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either the Company or me (or by that party's successor), whether pursuant hereto, to any other agreement, or to law, shall not preclude or waive that party's right to exercise any or all other rights and remedies. This Agreement will inure to the benefit of the Company and its successors and assigns.

18. Nonwaiver. The failure of either the Company or me, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by the Company or by me must be in writing and signed by either myself, if I am seeking to waive any of my rights under this Agreement, or by an officer of the Company (other than me) or some other person duly authorized by the Company.

19. Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if it is in writing, and if and when it is hand delivered or sent by regular mail, with postage prepaid, to my residence (as noted in the Company's records), or to the Company's principal office, as the case may be.

20. Date of Effectiveness. This Agreement shall be deemed effective as of the date of my signature on this Agreement.

21. Agreement to Perform Necessary Acts. I agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

22. Assignment. This Agreement may not be assigned by me. The Company may assign this Agreement or its rights thereunder without my consent to Affiliate of the Company or any other entity that directly or indirectly acquires all or substantially all of the equity or assets of the Company or any Affiliate if the Company to which I provide or provided services..

23. Compliance with Law. I agree to abide by all federal, state, and local laws, ordinances and regulations.

24. Employee Acknowledgment. I acknowledge that I have had the opportunity to consult legal counsel in regard to this Agreement, that I have read and understand this Agreement, that I am fully aware of its legal effect, and that I have entered into it freely and



voluntarily and based on my own judgment and not on any representations or promises other than those contained in this Agreement.

25. Dispute Resolution.

(a) The Company and I agree that all disputes arising out of or relating to this Agreement, the Parties' employment relationship, or any termination thereof ("Disputes") shall be resolved by binding arbitration, which shall be the sole and exclusive procedure for the resolution of such Disputes, the State in which I am then employed by the Company or, following termination of my employment, in which my final work location was located, and any such arbitration shall be conducted by JAMS in accordance with its employment dispute resolution rules then in effect. The JAMS Rules are available upon request to the Company and also, as of the date of this Agreement, may be found at the following webpage: <http://www.jamsadr.com/rules-employment-arbitration>. Included within the scope of this agreement to arbitrate are all Disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination, harassment, and/or retaliation, whether they be based on any federal, state, or local law, rule or regulation), equitable law or otherwise, but this arbitration provision excludes: (i) claims arising under the National Labor Relations Act; (ii) claims for workers' compensation benefits to remedy work-related injury or illness; (iii) claims for state unemployment and/or disability benefits; (iv) claims arising under any employee benefit or retirement plan that provides for its own dispute resolution procedure and (v) claims arising under a whistleblower statute that prohibits predispute arbitration agreements unless the parties have agreed to arbitrate after the dispute arose. The Company will pay all fees of JAMS and the appointed arbitrator in connection with any arbitration under this Section 25. **THE PARTIES ACKNOWLEDGE AND UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT THEY ARE WAIVING ANY RIGHT TO A TRIAL BY JURY.**

(b) The arbitrator shall be neutral and shall have complete authority to render any and all relief, legal and equitable, appropriate under applicable law, including, but not limited to, reasonable attorneys' fees and damages when such damages and fees are available under the applicable statute and/or judicial authority. The arbitrator's written opinion and award shall decide all issues submitted and set forth the legal principle(s) supporting each part of the opinion. The decision or award of the arbitrator shall be final and binding upon the me and the Company. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. The Company and I agree that any relief or recovery to which they are entitled arising out of the relationship between the Parties or cessation thereof shall be limited to that awarded by the arbitrator. Nothing in this Agreement precludes Executive from filing a charge or from participating in an administrative investigation of a charge before any appropriate government agency.

(c) Without waiving any other rights and remedies under this Paragraph, either Employee or the Company may apply for provisional equitable relief from a court of competent jurisdiction when an arbitration award may be ineffectual without such provisional relief. Nothing in this Paragraph shall preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below.

CAUTION: THIS AGREEMENT CREATES IMPORTANT OBLIGATIONS OF TRUST AND AFFECTS YOUR RIGHTS TO INVENTIONS AND OTHER INTELLECTUAL PROPERTY YOU MAY DEVELOP DURING YOUR EMPLOYMENT.

Employee Signature

Printed Name of Employee: Jason Walker

Date:

APPENDIX A

PRIOR SUBJECT IDEAS AND INVENTIONS