

Johan Protin
20 rue Henri DUNANT
44640 Saint Jean Boiseau

March 1, 2017

Dear Johan,

This letter agreement (this "**Agreement**") sets forth the terms and conditions whereby you agree to provide certain services (the "**Services**") to Reverb.com, LLC, with offices located at 3345 N. Lincoln Ave, Chicago, IL 60657, an Illinois Limited Liability Company (the "**Company**").

The Company shall not control the manner or means by which you or your employees or contractors perform the Services, nor provide the equipment and supplies necessary to provide the Services unless otherwise noted herein. The term of this Agreement shall commence on March 1, 2017 and shall continue for a period of 40 days, unless earlier terminated (the "**Term**").

1. **FEES AND EXPENSES.** As full compensation for the Services, the Company shall pay you the the following EUR14,400 (the "**Fees**"). You acknowledge that you are solely responsible for all applicable taxes.

2. **RELATIONSHIP OF THE PARTIES.** You are an independent contractor of the Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between you and the Company for any purpose. You will not be eligible to participate in any benefit plans offered by the Company, and the Company will not be responsible for obtaining worker's compensation insurance on your behalf.

3. **INTELLECTUAL PROPERTY RIGHTS.**

3.1 The Company is and shall be, the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement (collectively, the "**Deliverables**"), including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights (collectively "**Intellectual Property Rights**") therein. You agree that the Deliverables are hereby deemed a "work made for hire" as defined in 17 U.S.C. § 101 for the Company. If, for any reason, any of the Deliverables do not constitute a "work made for hire," you hereby irrevocably assign to the Company, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.

3.2 To the extent that any of your pre-existing materials are contained in the Deliverables, you retain ownership of such preexisting materials and hereby grant to the Company an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such preexisting materials and derivative works thereof.

4. **CONFIDENTIALITY.**

4.1 You acknowledge that you will have access to information that is treated as confidential and proprietary by the Company, including, without limitation, the existence and terms of this Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers,

pricing, marketing, finances, sourcing, personnel, or operations of the Company, its affiliates, or their suppliers or customers, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "**Confidential Information**"). Any Confidential Information that you develop in connection with the Services, including but not limited to any Deliverables, shall be subject to the terms and conditions of this clause. You agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. You shall notify the Company immediately in the event you become aware of any loss or disclosure of any Confidential Information.

4.2 Confidential Information shall not include information that: (a) is or becomes generally available to the public other than through your breach of this Agreement; or (b) is communicated to you by a third party that had no confidentiality obligations with respect to such information.

4.3 Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency.

5. REPRESENTATIONS AND WARRANTIES. You represent and warrant to the Company that: (a) you shall perform the Services in compliance with all applicable federal, state, and local laws; (b) the Company will receive good and valid title to all Deliverables and Intellectual Property rights, free and clear of all encumbrances and liens of any kind; (c) all Deliverables are and shall be your original work (except for material in the public domain or provided by the Company) and, to the best of your knowledge, do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

6. TERMINATION.

6.1 You or the Company may terminate this Agreement without cause upon thirty (30) days' written notice to the other party to this Agreement. In the event of termination pursuant to this clause, the Company shall pay you on a pro-rata basis any Fees then due and payable for any Services completed.

6.2 You or the Company may terminate this Agreement, effective immediately upon written notice to the other party to this Agreement, if the other party materially breaches this Agreement.

6.3 Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company's written request, you shall promptly after such expiration or termination: (a) deliver to the Company all Deliverables (whether complete or incomplete) and all hardware, software, tools, equipment or other materials provided for your use by the Company; (b) permanently erase all of the Confidential Information from your computer systems; and (c) certify in writing to the Company that you have complied with the requirements of this clause.

7. MISCELLANEOUS.

7.1 All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested,

postage prepaid).

7.2 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the County of Cook in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.

7.3 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Very truly yours,

REVERB.COM, LLC

BY:.....

(signature)

Name:

(printed name)

Title:

ACCEPTED AND AGREED:

JOHAN PROTIN

BY:.....

(signature)

Name: *Protin Johan*

(printed name)

Title: *Director Boutique du Bio. fr*

Date: *03/03/2017*