

**EXHIBIT D - Request transmitted to me by Company counsel for a
power of attorney authorizing a \$500,000 discretionary payout**

Attached Below

2. Consideration. Without limiting the provisions of Section 1 hereof and subject to the terms and conditions of this Agreement, the Company agrees that in return for entry into and compliance with the terms of this Agreement, contingent upon completion of the Acquisition, Stockholder shall be entitled to a minimum of \$500,000 out of the aggregate consideration for the Acquisition, to be paid or issued in the same form and on the same terms and conditions as apply to the other stockholders of the Company.



Sravan Puttagunta <sravan.puttagunta@gmail.com>

Project Condor - Sravan Voting Agreement

Pahlavan, R. Arman (PAO) <APahlavan@perkinscoie.com>

Fri, Apr 15, 2022 at 11:24 AM

To: Sravan Puttagunta <sravan.puttagunta@gmail.com>

Cc: Stefan Safko <stefan@civilmaps.com>, "Edwards, Michelle (SFO)" <MichelleEdwards@perkinscoie.com>

We have been working with you for months in an effort to obtain your consent to the proposed transaction (Transaction) to sell Solstice Research (Company) to Luminar Technologies (Buyer). You hold common stock of the Company. Under the Certificate of Incorporation of the Company, holders of Common Stock will not be entitled to receive any proceeds in the Transaction due to the liquidation preferences of the convertible notes and Preferred Stock that sits ahead of the Common Stock. Regardless of the existing liquidation preferences, the Company's stockholders and noteholders have agreed to carve out a minimum of \$500k in proceeds that they would otherwise receive to distribute to you. In exchange, the Company has requested that you grant your clean consent to all aspects of the Transaction, and to cooperate with Buyer's requests regarding resignation from the Company's India subsidiary and all else that may be requested of Buyer from you in connection with the Transaction with specific requests about diligence documents that you have in your possession or have access to that needs to be provided to Luminar.

You have been consistently disruptive in your correspondence with the various stockholders and members of management team and us as the Company's counsel when we have approached you to obtain your consent in closing of the Transaction. You have been recalcitrant in providing any cooperation with the Buyer's requests using legal reasoning that is both flawed and non-applicable to the situation at hand, including your recent discussions with shareholders of related party transactions, etc. As a result of your recalcitrance, the Company is now at a point where we are forced to pursue alternative structures to close the Transaction because at this time the Company is out of cash and without your consent the Transaction will not close. Further, the Transaction is seriously in jeopardy at this point because Buyer is realizing that you are not a reliable individual to have rational conversations in matters that require resolution and your consent prior to the closing the Transaction.

As such, we are informing you that if your recalcitrance and non-cooperation with the Company's and Buyer's requests continue, and the Company misses the opportunity to close the Transaction with the Buyer, the Company and its stockholders will take all actions necessary to move forward with alternative structures to consummate the transaction that will not provide you with any consideration. Further, if that happens, the Company will pursue all legal remedies against you, including for breach of your duties to the Company and its stockholders as a controlling shareholder. We will not engage in any further back and forth with you as you have engaged with the Company and its stockholders to date.

I understand that if you start to behave like a true shareholder and do what is best for you and the Company, the Company will include you in its press release with favorable mention of your contributions to success of the sale as well as work with investors around the table to provide an entrepreneur in residence opportunity to look at other deals with the group in related spaces.

We have attached a Voting Agreement to this note, which we will require that you execute and return to us prior to 5:00 p.m. on April 17, 2022. This will be your last chance to consent to the Transaction where you will receive any consideration from the proposed sale.

Arman Pahlavan | Perkins Coie LLP

PARTNER

3150 Porter Drive

Palo Alto, CA 94304-1212

D. +1.650-838-4426

C. +1.650-464-7154

E. APahlavan@perkinscoie.com

NOTICE: This communication may contain privileged or other confidential information. If you have received it in error, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

 **Project Condor - Sravan Voting Agreement.DOCX**
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VOTING AGREEMENT

THIS VOTING AGREEMENT (this "Agreement") is made and entered into as of April 15, 2022, by and between Solfice Research, Inc., a Delaware corporation (the "Company") and the undersigned stockholder ("Stockholder") of the Company. The Company and the Stockholder are each sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Company currently contemplates entering into an Agreement and Plan of Merger or other definitive agreement (the "Acquisition Agreement") that will provide for the acquisition of the Company or all or substantially all of its assets (the "Acquisition") by Luminar Technologies, Inc., a Delaware corporation ("Buyer").

WHEREAS, in order to induce the Company and Buyer to enter into the Acquisition Agreement and in return for the consideration set forth below, Stockholder is willing to make certain representations, warranties, covenants, and agreements as set forth in this Agreement with respect to the shares of common stock, par value \$0.00001 per share, of the Company ("Company Common Stock") and the shares of founders preferred stock, par value \$0.00001 per share of the Company ("Company Founders Preferred Stock" and, collectively with the Company Common Stock and the shares of preferred stock, par value \$0.00001 per share, of the Company ("Company Preferred Stock"), the "Company Stock")) Beneficially Owned by Stockholder and set forth below Stockholder's signature on the signature page hereto (the "Original Shares").

WHEREAS, Stockholder has agreed to execute and deliver this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Agreement to Vote Shares.

1.1. Shares. For purposes of this Agreement, the term "Shares" shall mean and include any securities of the Company that the holders of which are entitled to vote on any matter, by whatever name called, now owned or subsequently acquired by Stockholder, however acquired, whether through stock splits, stock dividends, reclassifications, recapitalizations, similar events or otherwise.

1.2. Voting. Stockholder agrees to vote, or cause to be voted, all Shares owned by Stockholder, or over which such Stockholder has voting control at each annual or special meeting of the stockholders or pursuant to any written consent of the Stockholders that may come to vote of the Company's stockholders in connection with the approval of the Acquisition Agreement and any or all ancillary documents or other instruments related thereto, including without limitation, waivers, releases, consents, resignations, from time to time and at all times, in the same manner as the holders of a

majority of the Company Stock, voting together as a single class, on an as-converted basis (the "**Company Majority**") vote with respect to those matters.

For purposes of this Agreement, an individual, firm, corporation, partnership, association, limited liability company, trust or any other entity (collectively, a "**Person**") shall be deemed an "**Affiliate**" of another Person who, directly or indirectly, controls, is controlled by or is under common control with such Person, including, without limitation, any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one (1) or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, such Person. Furthermore, for the purposes of this Agreement, "**Beneficially Own**" or "**Beneficial Ownership**" has the meaning assigned to such term in Rule 13d-3 under the Exchange Act, and a Person's beneficial ownership of securities shall be calculated in accordance with the provisions of such rule (in each case, irrespective of whether or not such rule is actually applicable in such circumstance). For the avoidance of doubt, "Beneficially Own" and "Beneficial Ownership" shall also include record ownership of securities.

Stockholder agrees to execute any written consents required to perform the obligations of this Section 1.

1.3. No Liability for Vote in Accordance with Agreement. Neither Stockholder, nor any Affiliate of Stockholder, shall have any liability as a result of voting in accordance with the provisions of this Agreement.

2. Consideration. Without limiting the provisions of Section 1 hereof and subject to the terms and conditions of this Agreement, the Company agrees that in return for entry into and compliance with the terms of this Agreement, contingent upon completion of the Acquisition, Stockholder shall be entitled to a minimum of \$500,000 out of the aggregate consideration for the Acquisition, to be paid or issued in the same form and on the same terms and conditions as apply to the other stockholders of the Company.

3. Representations and Warranties of Stockholder. Stockholder represents and warrants to Company that:

3.1.Ownership of Shares. Stockholder: (i) is the Beneficial Owner of, and has good and marketable title to, Stockholder's Shares, free and clear of any proxy, voting restriction, adverse claim, or other Liens, other than those created by this Agreement or under applicable federal or state securities laws; and (ii) has the sole voting and sole disposition power over all of the Original Shares. Except pursuant to this Agreement, there are no options, warrants, or other rights, agreements, arrangements, or commitments of any character to which Stockholder is a party relating to the pledge, disposition, or voting of any of the Original Shares and there are no voting trusts or voting agreements with respect to the Original Shares.

3.2. Disclosure of All Shares Owned. Stockholder does not Beneficially Own any shares of Company Common Stock or Company Founders Preferred Stock other than the Shares set forth on the signature page of this Agreement.

3.3. Power and Authority; Binding Agreement. Stockholder has full power and authority and legal capacity to enter into, execute, and deliver this Agreement and to perform fully Stockholder's obligations hereunder (including the proxy described in Section 4.1 below). This Agreement has been duly and validly executed and delivered by Stockholder and constitutes the legal, valid, and binding obligation of Stockholder, enforceable against Stockholder in accordance with its terms except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting creditors' rights generally.

3.4. No Conflict. The execution and delivery of this Agreement by Stockholder does not, and the consummation of the transactions contemplated hereby and the compliance with the provisions hereof will not, conflict with or violate any Law applicable to Stockholder or result in any breach of or violation of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration, or cancellation of, or result in the creation of any Lien on any of the Shares pursuant to, any agreement or other instrument or obligation including organizational documents binding upon Stockholder or any of the Shares.

3.5. No Consents. No consent, approval, Order, or authorization of, or registration, declaration, or filing with, any Governmental Entity or any other Person on the part of Stockholder is required in connection with the valid execution and delivery of this Agreement. No consent of Stockholder's spouse is necessary under any "community property" or other laws in order for Stockholder to enter into and perform its obligations under this Agreement.

3.6. No Litigation. There is no action, suit, investigation, or proceeding (whether judicial, arbitral, administrative, or other) (each an "Action") pending against, or, to the knowledge of Stockholder, threatened against or affecting, Stockholder that could reasonably be expected to materially impair or materially adversely affect the ability of Stockholder to perform Stockholder's obligations hereunder or to consummate the transactions contemplated by this Agreement on a timely basis.

4. Remedies.

4.1. Irrevocable Proxy and Power of Attorney. Stockholder hereby constitutes and appoints as the proxy of Stockholder and hereby grants a power of attorney to Ronjon Nag (the "**Proxyholder**"), with respect to the matters set forth herein, and hereby authorizes the Proxyholder to represent and vote, if and only if Stockholder (i) fails to vote (whether by proxy, in person or by written consent), or (ii) attempts to vote (whether by proxy, in person or by written consent), in a manner which is inconsistent with the

terms of this Agreement, all of Stockholder's Shares in the same manner as the Company Majority. The Proxyholder is authorized pursuant to the power of attorney granted hereunder to execute and deliver any required documentation on behalf of Stockholder in the event Stockholder fails to do so within two (2) business days of a request by the Company. Each of the proxy and power of attorney granted pursuant to this Section 4.1 is given in consideration of the agreements and covenants of the Company and the parties in connection with the transactions contemplated by this Agreement and the consideration referred to in Section 2 hereof and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates or expires pursuant to Section 5 hereof. Stockholder hereby revokes any and all previous proxies or powers of attorney with respect to the Shares and shall not hereafter, unless and until this Agreement terminates or expires pursuant to Section 5 hereof, purport to grant any other proxy or power of attorney with respect to any of the Shares, deposit any of the Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Shares, in each case, with respect to any of the matters set forth herein.

4.2. Specific Enforcement. Each party acknowledges and agrees that each party hereto will be irreparably damaged in the event any of the provisions of this Agreement are not performed by the parties in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each of the Company and the Stockholder shall be entitled to an injunction to prevent breaches of this Agreement, and to specific enforcement of this Agreement and its terms and provisions in any action instituted in any court of the United States or any state having subject matter jurisdiction.

4.3. Remedies Cumulative. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

5. Term. This Agreement shall be effective as of the date hereof and shall continue in effect until the consummation of the Acquisition or the abandonment of the Acquisition by the Company.

6. Miscellaneous.

6.1. Transfers. Each transferee or assignee of any Shares subject to this Agreement shall continue to be subject to the terms hereof, and, as a condition precedent to the Company's recognition of such transfer, each transferee or assignee shall agree in writing to be subject to each of the terms of this Agreement by executing and delivering an Adoption Agreement substantially in the form attached hereto as Exhibit A. Upon the execution and delivery of an Adoption Agreement by any transferee, such transferee shall be deemed to be a party hereto as if such transferee were the transferor and such transferee's signature appeared on the signature pages of this Agreement and shall have the same obligations as Stockholder. The Company shall not permit the transfer of the

Shares subject to this Agreement on its books or issue a new certificate representing any such Shares unless and until such transferee shall have complied with the terms of this Section 6.1. Each certificate instrument, or book entry representing the Shares subject to this Agreement if issued on or after the date of this Agreement shall be notated by the Company with the legend set forth in Section 6.11.

6.2. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.3. Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

6.4. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.5. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.6. Notices.

(a) General. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on signature page hereto, or (as to the Company) to the principal office of the Company and to the attention of the Chief Executive Officer, or, in any case, to such e-mail address or address as subsequently modified by written notice given in accordance with this Section 6.6. If notice is given to

the Company, a copy (which copy shall not constitute notice) shall also be sent to Perkins Coie LLP, 3150 Porter Drive, Palo Alto, CA 94304, Attn: R. Arman Pahlavan.

(b) Consent to Electronic Notice. Stockholder consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "DGCL"), as amended or superseded from time to time, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the electronic mail address set forth below Stockholder's name on the signature page hereto, as updated from time to time by notice to the Company, or as on the books of the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected electronic mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Stockholder agrees to promptly notify the Company of any change in its electronic mail address, and that failure to do so shall not affect the foregoing.

6.7. Consent Required to Amend, Modify, Terminate or Waive. This Agreement may be amended, modified or terminated (other than pursuant to Section 5) and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument executed by the Company and Stockholder.

6.8. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default previously or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.9. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

6.10. Entire Agreement. This Agreement (including the Exhibits hereto) constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

6.11. Share Certificate Legend. Each certificate, instrument, or book entry representing any Shares issued after the date hereof shall be notated by the Company with a legend reading substantially as follows:

"THE SHARES REPRESENTED HEREBY ARE SUBJECT TO A VOTING AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF THAT VOTING AGREEMENT, INCLUDING CERTAIN RESTRICTIONS ON TRANSFER AND OWNERSHIP SET FORTH THEREIN."

The Company, by its execution of this Agreement, agrees that it will cause the certificates, instruments, or book entry evidencing the Shares issued after the date hereof to be notated with the legend required by this Section 6.11 of this Agreement, and it shall supply, free of charge, a copy of this Agreement to any holder of such Shares upon written request from such holder to the Company at its principal office. The parties to this Agreement do hereby agree that the failure to cause the certificates, instruments, or book entry evidencing the Shares to be notated with the legend required by this Section 6.11 herein and/or the failure of the Company to supply, free of charge, a copy of this Agreement as provided hereunder shall not affect the validity or enforcement of this Agreement.

6.12. Stock Splits, Dividends and Recapitalizations. In the event of any issuance of Shares or the voting securities of the Company hereafter to any of the Stockholders (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like), such Shares shall become subject to this Agreement and shall be notated with the legend set forth in Section 6.11.

6.13. Manner of Voting. The voting of Shares pursuant to this Agreement may be effected in person, by proxy, by written consent or in any other manner permitted by applicable law. For the avoidance of doubt, voting of the Shares pursuant to the Agreement need not make explicit reference to the terms of this Agreement.

6.14. Further Assurances. At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to carry out the intent of the parties hereunder.

6.15. Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this

Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Delaware or the United States District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

6.16. Expenses. All costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense.

6.17. Aggregation of Stock. All Shares held or acquired by Stockholder and/or its Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement, and such Affiliated persons may apportion such rights as among themselves in any manner they deem appropriate.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Voting Agreement as of the date first written above.

COMPANY:

SOLFICE RESEARCH, INC.

By: _____
Name: _____
Title: _____

STOCKHOLDER:

SHANMUKHA SRAVAN PUTTAGUNTA

Signature: _____

Number of Shares of Company Common Stock
Beneficially Owned as of the date of this
Agreement: 2,933,333

Number of Shares of Company Preferred Stock
Beneficially Owned as of the date of this
Agreement: 0

Number of Shares of Company Founders Preferred
Stock Beneficially Owned as of the date of this
Agreement: 800,000

Email address: Sravan.puttagunta@gmail.com

SIGNATURE PAGE TO VOTING AGREEMENT

EXHIBIT A

ADOPTION AGREEMENT

This Adoption Agreement ("Adoption Agreement") is executed on _____, 20_____, by the undersigned (the "Holder") pursuant to the terms of that certain Voting Agreement dated as of April ___, 2022 (the "Agreement"), by and among the Company and certain of its Stockholders, as such Agreement may be amended or amended and restated hereafter. Capitalized terms used but not defined in this Adoption Agreement shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Adoption Agreement, the Holder agrees as follows:

1.1 Acknowledgement. Holder acknowledges that Holder is acquiring certain shares of the capital stock of the Company (the "Stock") as a transferee of Shares from a party in such party's capacity as a "Stockholder" bound by the Agreement, and after such transfer, Holder shall be considered a "Stockholder" for all purposes of the Agreement.

1.2 Agreement. Holder hereby (a) agrees that the Stock, and any other shares of capital stock or securities required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if Holder were originally a party thereto.

1.3 Notice. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below Holder's signature hereto.

HOLDER:

By: _____

Name: _____

Title: _____

Address: _____

E-mail Address: _____

ACCEPTED AND AGREED:

SOLFICE RESEARCH, INC.

By: _____

Name: _____

Title: _____

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