

## **PARTNERSHIP AGREEMENT**

**THIS PARTNERSHIP AGREEMENT** (the "Agreement") made and entered on May 16, 2020 (the "Execution Date"),

**AMONGST:**

Jessica Runjie Chen,

Anthony Zovich,

John Gaddy, and

Jeff Wang

(individually the "Partner" and collectively the "Partners").

### **BACKGROUND:**

The Partners wish to associate themselves as partners in business.

This Agreement sets out the terms and conditions that govern the Partners within the Partnership.

**IN CONSIDERATION OF** and as a condition of the Partners entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

### **Formation**

By this Agreement the Partners enter into a general partnership (the "Partnership") in accordance with the laws of The Commonwealth of Virginia. The rights and obligations of the Partners will be as stated in the applicable legislation of The Commonwealth of Virginia (the 'Act') except as otherwise provided in this Agreement.

### **Name**

The firm name of the Partnership will be: Socimple LLC.

### **Purpose**

The purpose of the Partnership will be: To develop cybersecurity solutions.

### **Term**

The Partnership will begin on May 16th, 2020 and will continue until terminated as provided in this Agreement.

### **Management**

Except as all of the Partners may otherwise agree in writing, all actions and decisions respecting the management, operation and control of the Partnership and its business will be decided by a majority vote of the Partners.

**Confidentiality and Non Disclosure**

Confidentiality and Non Disclosure. The Executive hereby agrees at all times during the term of his/her employment and after termination, to hold in the strictest confidence, and not to use, except for the benefit of the Group, or to disclose to any person, corporation or other entity without written consent of the Company, any Confidential Information. The Executive understands that "Confidential Information" means any proprietary or confidential information of the Group, its affiliates, their clients, customers or partners, and the Group's licensors, including, without limitation, technical data, trade secrets, research and development information, product plans, services, customer lists and customers (including, but not limited to, customers of the Group on whom the Executive called or with whom the Executive became acquainted during the term of his/her employment), supplier lists and suppliers, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, personnel information, marketing, finances, information about the suppliers, joint ventures, licensors, licensees, distributors and other persons with whom the Group does business, information regarding the skills and compensation of other employees of the Group or other business information disclosed to the Executive by or obtained by the Executive from the Group, its affiliates, or their clients, customers or partners either directly or indirectly in writing, orally or by drawings or observation of parts or equipment, if specifically indicated to be confidential or reasonably expected to be confidential. Notwithstanding the foregoing, Confidential Information shall not include information that is generally available and known to the public through no fault of the Executive.

**Dissolution**

Except as otherwise provided in this Agreement, the Partnership may be dissolved only with the unanimous consent of all Partners.

**Duty of Loyalty**

A withdrawing Partner will not carry on a similar business to the business of the Partnership within any established or contemplated market regions of the Partnership for a period of at least one (1) year after the date of withdrawal.

**Amendments**

This Agreement may not be amended in whole or in part without the unanimous written consent of all Partners.

**Contributions and Percent Ownership of the Company**

Each of the Partners has contributed to the capital of the Partnership, in cash or property in agreed upon value, as follows (the "Capital Contribution"):

Partner	Contribution Description	Percent Ownership
Jessica Runjie Chen	Founder of business, front-end and back-end developer	29%
Anthony Zovich	Founder of business idea, founder of business, front-end and back-end developer	31%
John Gaddy	Front-end and back-end developer	20%
Jeff Wang	Front-end developer and back-end developer	20%

**Withdrawal of a Partner**

Any Partner will have the right to voluntarily withdraw from the Partnership at any time. Written notice of intention to withdraw must be served upon the remaining Partners at least two (2) weeks prior to the withdrawal date.

Events resulting in the involuntary withdrawal of a Partner from the Partnership will include but not be limited to: death of a Partner; Partner mental incapacity; Partner disability preventing reasonable participation in the Partnership; Partner incompetence; or any act or omission of a Partner that can reasonably be expected to bring the business or societal reputation of the Partnership into disrepute.

Except as otherwise provided elsewhere in this Agreement, the withdrawal of a Partner will have no effect upon the continuance of the Partnership business.

In the event that a Partner's interest in the Partnership is to be sold, the remaining Partners have a right of first purchase on that interest. If any of the remaining Partners elect to purchase the interest of the Dissociated Partner, those Partners will serve written notice of such election upon the Dissociated Partner within thirty (30) days after receipt of the Dissociated Partner's notice of intention to withdraw, including the purchase price and method and schedule of payment for the Dissociated Partner's interest. The purchase amount of any buyout of the Dissociated Partner's interest will be determined as outlined in the Valuation of Interest section of this Agreement.

A Dissociated Partner will only exercise the right to withdraw in good faith and will act to minimize any present or future harm done to the remaining Partners as a result of the withdrawal.

  
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Jessica Runjie Chen

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Anthony Zovich

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John Gaddy

\_\_\_\_\_  
Jeff Wang