

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6260362

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DOUGLAS C. MERRILL	05/02/2019
ERAN DVIR	05/03/2019
SEAN JAVAD KAMKAR	05/02/2019
EVAN GEORGE KRIMINGER	05/02/2019
VISHWAESH RAJIV	05/02/2019
MICHAEL EDWARD RUBERRY	05/06/2019
OZAN SAYIN	05/09/2019
DEREK WILCOX	07/09/2019
JOHN CANDIDO	05/02/2019
BENJAMIN ANTHONY SOLECKI	05/06/2019
JIAHUAN HE	05/16/2019
JEROME LOUIS BUDZIK	05/02/2019
JOHN J. BEAHAN JR.	05/03/2019
JOHN WICKENS LAMB MERRILL	05/06/2019
FENG LI	06/12/2019
RANDOLPH PAUL SINNOTT JR.	05/07/2019
ESFANDIAR ALIZADEH	02/16/2015
ARMEN DONIGIAN	06/01/2015
MICHAEL HARTMAN	05/22/2017
LIUBO LI	08/14/2017
CARLOS ALBERTO HUERTAS VILLEGAS	07/10/2017
YACHEN YAN	06/01/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ZESTFINANCE, INC.
<b>Street Address:</b>	3900 W ALAMEDA AVE.
<b>City:</b>	BURBANK
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91505
<b>PROPERTY NUMBERS Total: 1</b>	

PATENT

<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16394651

**CORRESPONDENCE DATA**

**Fax Number:**  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 888-775-9990

**Email:** docketing@schox.com

**Correspondent Name:** SCHOX PC

**Address Line 1:** 501 3RD ST., SUITE 300

**Address Line 4:** SAN FRANCISCO, CALIFORNIA 94107

<b>ATTORNEY DOCKET NUMBER:</b>	ZEST-P09-US
<b>NAME OF SUBMITTER:</b>	KRISTA THOMPSON
<b>SIGNATURE:</b>	/Krista Thompson/
<b>DATE SIGNED:</b>	08/20/2020

**Total Attachments: 103**

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## DECLARATION AND ASSIGNMENT

This combined Declaration and Assignment is in relation to the patent application entitled SYSTEMS AND METHODS FOR ENRICHING MODELING TOOLS AND INFRASTRUCTURE WITH SEMANTICS attorney docket ZEST-P09-US which was filed on 25-APR-2019 and given application number 16/394,651.

As the below named inventor, I hereby declare that:

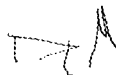
- I have reviewed and understand the contents and the claims of the patent application.
- I acknowledge the duty to disclose all information known to me to be material to the patentability of the claims of the patent application.
- I believe that I am the original inventor, or an original joint inventor, of a claimed invention in the patent application.
- The patent application was made or authorized to be made by me.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than (5) years, or both.

WHEREAS, ZestFinance, Inc. ("the assignee"), a state of Delaware corporation located at 1377 N. Serrano Ave., Los Angeles, California 90027 is desirous of acquiring an exclusive right to the claimed invention.

For valuable consideration that I acknowledge, I hereby sell and assign to the assignee the full and exclusive right and title to the invention, to all patent applications for the invention in the United States and in all other countries, and to all patents issued on the invention in the United States and in all other countries; and I hereby request the Director of the United States Patent and Trademark Office to issue all patents on the invention to the assignee.

Executed by:

Name	Signature	Date
Douglas C. Merrill		05/02/2019

PATENT

REEL: 053568 FRAME: 0214

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Executed by:

Name	Signature	Date
Eran Dvir	<i>Eran Dvir</i>	05/03/2019

PATENT

REEL: 053568 FRAME: 0215

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Executed by:

Name	Signature	Date
Sean Javad Kamkar		05/02/2019

PATENT

REEL: 053568 FRAME: 0216

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Executed by:

Name	Signature	Date
Evan George Kriminger	<i>Evan George Kriminger</i>	05/02/2019

PATENT

REEL: 053568 FRAME: 0217

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Executed by:

Name	Signature	Date
Vishwaesh Rajiv	<i>Vishwaesh Rajiv</i>	05/02/2019

PATENT

REEL: 053568 FRAME: 0218

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Executed by:

Name	Signature	Date
Michael Edward Ruberry	<i>Michael Edward Ruberry</i>	05/06/2019

PATENT

REEL: 053568 FRAME: 0219

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Executed by:

Name	Signature	Date
Ozan Sayin		05/09/2019

PATENT

REEL: 053568 FRAME: 0220

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Executed by:

Name	Signature	Date
Derek Wilcox	<i>Derek Wilcox</i>	07/09/2019

PATENT

REEL: 053568 FRAME: 0221



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Executed by:

Name	Signature	Date
John Candido	<i>John Candido</i>	05/02/2019

PATENT

REEL: 053568 FRAME: 0222

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Executed by:

Name	Signature	Date
Benjamin Anthony Solecki	<i>Benjamin Anthony Solecki</i>	05/06/2019

PATENT

REEL: 053568 FRAME: 0223

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Executed by:

Name	Signature	Date
Jiahuan He	<i>Jiahuan He</i>	05/16/2019

PATENT

REEL: 053568 FRAME: 0224

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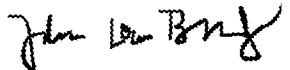
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WHEREAS, ZestFinance, Inc. ("the assignee"), a state of Delaware corporation located at 1377 N. Serrano Ave., Los Angeles, California 90027 is desirous of acquiring an exclusive right to the claimed invention.

For valuable consideration that I acknowledge, I hereby sell and assign to the assignee the full and exclusive right and title to the invention, to all patent applications for the invention in the United States and in all other countries, and to all patents issued on the invention in the United States and in all other countries; and I hereby request the Director of the United States Patent and Trademark Office to issue all patents on the invention to the assignee.

Executed by:

Name	Signature	Date
Jerome Louis Budzik		05/02/2019

PATENT

REEL: 053568 FRAME: 0225

## DECLARATION AND ASSIGNMENT

This combined Declaration and Assignment is in relation to the patent application entitled SYSTEMS AND METHODS FOR ENRICHING MODELING TOOLS AND INFRASTRUCTURE WITH SEMANTICS attorney docket ZEST-P09-US which was filed on 25-APR-2019 and given application number 16/394,651.

As the below named inventor, I hereby declare that:


- I have reviewed and understand the contents and the claims of the patent application.
- I acknowledge the duty to disclose all information known to me to be material to the patentability of the claims of the patent application.
- I believe that I am the original inventor, or an original joint inventor, of a claimed invention in the patent application.
- The patent application was made or authorized to be made by me.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than (5) years, or both.

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Executed by:

Name	Signature	Date
John J. Beahan Jr.		05/03/2019

PATENT

REEL: 053568 FRAME: 0226

## DECLARATION AND ASSIGNMENT

This combined Declaration and Assignment is in relation to the patent application entitled SYSTEMS AND METHODS FOR ENRICHING MODELING TOOLS AND INFRASTRUCTURE WITH SEMANTICS attorney docket ZEST-P09-US which was filed on 25-APR-2019 and given application number 16/394,651.

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- I acknowledge the duty to disclose all information known to me to be material to the patentability of the claims of the patent application.
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- The patent application was made or authorized to be made by me.

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Executed by:

Name	Signature	Date
John Wickens Lamb Merrill	<i>John Wickens Lamb Merrill</i>	05/06/2019

PATENT

REEL: 053568 FRAME: 0227

## DECLARATION AND ASSIGNMENT

This combined Declaration and Assignment is in relation to the patent application entitled SYSTEMS AND METHODS FOR ENRICHING MODELING TOOLS AND INFRASTRUCTURE WITH SEMANTICS attorney docket ZEST-P09-US which was filed on 25-APR-2019 and given application number 16/394,651.

As the below named inventor, I hereby declare that:

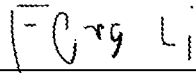
- I have reviewed and understand the contents and the claims of the patent application.
- I acknowledge the duty to disclose all information known to me to be material to the patentability of the claims of the patent application.
- I believe that I am the original inventor, or an original joint inventor, of a claimed invention in the patent application.
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For valuable consideration that I acknowledge, I hereby sell and assign to the assignee the full and exclusive right and title to the invention, to all patent applications for the invention in the United States and in all other countries, and to all patents issued on the invention in the United States and in all other countries; and I hereby request the Director of the United States Patent and Trademark Office to issue all patents on the invention to the assignee.

Executed by:

Name	Signature	Date
Feng Li		06/12/2019

PATENT

REEL: 053568 FRAME: 0228

### DECLARATION AND ASSIGNMENT

This combined Declaration and Assignment is in relation to the patent application entitled SYSTEMS AND METHODS FOR ENRICHING MODELING TOOLS AND INFRASTRUCTURE WITH SEMANTICS attorney docket ZEST-P09-US which was filed on 25-APR-2019 and given application number 16/394,651.

As the below named inventor, I hereby declare that:

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- I acknowledge the duty to disclose all information known to me to be material to the patentability of the claims of the patent application.
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For valuable consideration that I acknowledge, I hereby sell and assign to the assignee the full and exclusive right and title to the invention, to all patent applications for the invention in the United States and in all other countries, and to all patents issued on the invention in the United States and in all other countries; and I hereby request the Director of the United States Patent and Trademark Office to issue all patents on the invention to the assignee.

Executed by:

Name	Signature	Date
Randolph Paul Sinnott Jr.	<i>Randolph Paul Sinnott, Jr</i>	05/07/2019



**ZESTFINANCE, INC.**

**CONFIDENTIAL INFORMATION AND  
INVENTION ASSIGNMENT AGREEMENT**

*Employee Name:* Esfandiar Alizadeh

*Effective Date:* January 31, 2015

As a condition of my becoming employed (or my employment being continued) by ZestFinance, Inc., a Delaware corporation, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. **Relationship.** This Confidential Information and Invention Assignment Agreement (this "Agreement") will apply to my employment relationship with the Company. If that relationship ends and the Company, within a year thereafter, either reemploys me or engages me as a consultant, I agree that this Agreement will also apply to such later employment or consulting relationship, unless the Company and I otherwise agree in writing. Any such employment or consulting relationship between the Company and me, whether commenced prior to, upon or after the date of this Agreement, is referred to herein as the "Relationship."

2. **Duties.** I will perform for the Company such duties as may be designated by the Company from time to time or that are otherwise within the scope of the Relationship and not contrary to instructions from the Company. During the Relationship, I will devote my entire best business efforts to the interests of the Company and will not engage in other employment or in any activities detrimental to the best interests of the Company without the prior written consent of the Company.

3. **Confidential Information.**

(a) **Protection of Information.** I understand that during the Relationship, the Company intends to provide me with information, including Confidential Information (as defined below), without which I would not be able to perform my duties to the Company. I agree, at all times during the term of the Relationship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform my obligations to the Company under the Relationship, and not to disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any Confidential Information that I obtain, access or create during the term of the Relationship, whether or not during working hours, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved. I further agree not to make copies of such Confidential Information except as authorized by the Company.

(b) **Confidential Information.** I understand that "Confidential Information" means information and physical material not generally known or available outside the Company

and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation: (i) Company Inventions (as defined below); and (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and consultants of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, suppliers and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the Relationship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to me by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

(c) **Third Party Information.** My agreements in this Section 3 are intended to be for the benefit of the Company and any third party that has entrusted information or physical material to the Company in confidence. I further agree that, during the term of the Relationship and thereafter, I will not improperly use or disclose to the Company any confidential, proprietary or secret information of my former employer(s) or any other person, and I agree not to bring any such information onto the Company's property or place of business.

(d) **Other Rights.** This Agreement is intended to supplement, and not to supersede, any rights the Company may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

#### 4. **Ownership of Inventions.**

(a) **Inventions Retained and Licensed.** I have attached hereto, as Exhibit A, a complete list describing with particularity all Inventions (as defined below) that, as of the Effective Date: (i) I made, and/or (ii) belong solely to me or belong to me jointly with others or in which I have an interest, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Inventions at the time of signing this Agreement, and to the extent such Inventions do exist and are not listed on Exhibit A, I hereby forever waive any and all rights or claims of ownership to such Inventions. I understand that my listing of any Inventions on Exhibit A does not constitute an acknowledgement by the Company of the existence or extent of such Inventions, nor of my ownership of such Inventions. I further understand that I must receive the formal approval of the Company before commencing my Relationship with the Company.

(b) **Use or Incorporation of Inventions.** If in the course of the Relationship, I use or incorporate into a product, service, process or machine any Invention not covered by Section 4(d) of this Agreement in which I have an interest, I will promptly so inform the Company in writing. Whether or not I give such notice, I hereby irrevocably grant to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Invention and to make, have

made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute such Invention under all applicable intellectual property laws without restriction of any kind.

(c) **Inventions.** I understand that “Inventions” means discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. I understand this includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. I understand that “Company Inventions” means any and all Inventions that I may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of the Relationship, except as otherwise provided in Section 4(g) below.

(d) **Assignment of Company Inventions.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title and interest throughout the world in and to any and all Company Inventions and all patent, copyright, trademark, trade secret and other intellectual property rights therein. I further acknowledge that all Company Inventions that are made by me (solely or jointly with others) within the scope of and during the period of the Relationship are “works made for hire” (to the greatest extent permitted by applicable law) and are compensated by my salary. I hereby waive and irrevocably quitclaim to the Company or its designee any and all claims, of any nature whatsoever, that I now have or may hereafter have for infringement of any and all Company Inventions. Any assignment of Company Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, “Moral Rights”). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

(e) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Company Inventions made or conceived by me (solely or jointly with others) during the term of the Relationship. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, or any other format. The records will be available to and remain the sole property of the Company at all times. I agree not to remove such records from the Company’s place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company’s business. I agree to deliver all such records (including any copies thereof) to the Company at the time of termination of the Relationship as provided for in Sections 5 and 6.

(f) **Patent and Copyright Rights.** I agree to assist the Company, or its designee, at its expense, in every proper way to secure the Company’s, or its designee’s, rights in the Company Inventions and any copyrights, patents, trademarks, mask work rights, Moral Rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect

thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive and agree never to assert such rights, and in order to assign and convey to the Company or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Company Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue during and at all times after the end of the Relationship and until the expiration of the last such intellectual property right to expire in any country of the world. 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 in my behalf and stead to execute and file any such instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright, mask work and other registrations related to such Company Inventions. This power of attorney is coupled with an interest and shall not be affected by my subsequent incapacity.

(g) **Exception to Assignments.** I understand that the Company Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention which qualifies fully for exclusion under the provisions of applicable state law, if any, attached hereto as Exhibit B. In order to assist in the determination of which inventions qualify for such exclusion, I will advise the Company promptly in writing, during and after the term of the Relationship, of all Inventions solely or jointly conceived or developed or reduced to practice by me during the period of the Relationship.

5. **Company Property; Returning Company Documents.** I acknowledge and agree that I have no expectation of privacy with respect to the Company's (or Company's third party providers') telecommunications, networking or information processing systems (including, without limitation, files, e-mail messages, and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored or reviewed at any time without notice. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. I agree that, at the time of termination of the Relationship, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by me pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns.

6. **Termination Certification.** In the event of the termination of the Relationship, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit C; however, my failure to sign and deliver the Termination Certification shall in no way diminish my continuing obligations under this Agreement.

7. **Notice to Third Parties.** I agree that during the periods of time during which I am restricted in taking certain actions by the terms of this Agreement (the “Restriction Period”), I shall inform any entity or person with whom I may seek to enter into a business relationship (whether as an owner, employee, independent contractor or otherwise) of my contractual obligations under this Agreement. I also understand and agree that the Company may, with or without prior notice to me and during or after the term of the Relationship, notify third parties of my agreements and obligations under this Agreement. I further agree that, upon written request by the Company, I will respond to the Company in writing regarding the status of my employment or proposed employment with any party during the Restriction Period.

8. **Solicitation of Employees, Consultants and Other Parties.** As described above, I acknowledge and agree that the Company’s Confidential Information includes information relating to the Company’s employees, consultants, customers and others, and that I will not use or disclose such Confidential Information except as authorized by the Company. I further agree as follows:

(a) **Employees, Consultants.** I agree that during the term of the Relationship, and for a period of twelve (12) months immediately following the termination of the Relationship for any reason, whether with or without cause, I shall not, directly or indirectly, solicit, induce, recruit or encourage any of the Company’s employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.

(b) **Other Parties.** I agree that during the term of the Relationship, I will not negatively influence any of the Company’s clients, licensors, licensees or customers from purchasing Company products or services or solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company, without the written (or email) consent of the Company. The Company shall determine, in its sole and absolute discretion, whether any such activity is competitive. In addition, I acknowledge that the Company has valuable Trade Secrets (as defined by applicable law from time to time) to which I will have access during the term of the Relationship. I understand that the Company intends to vigorously pursue its rights under applicable Trade Secrets law if, during a period of twelve (12) months immediately following the termination of the Relationship for any reason, whether with or without cause, I solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. Thereafter, the Company intends to vigorously pursue its rights under applicable Trade Secrets law as the circumstances warrant.

9. **At-Will Relationship.** I understand and acknowledge that, except as may be otherwise explicitly provided in a separate written agreement between the Company and me, my Relationship with the Company is and shall continue to be at-will, as defined under applicable law, meaning that either I or the Company may terminate the Relationship at any time for any reason or no reason, without further obligation or liability, other than those provisions of this Agreement that explicitly continue in effect after the termination of the Relationship.

10. **Representations and Covenants.**

(a) **Facilitation of Agreement.** I agree to execute promptly, both during and after the end of the Relationship, any proper oath, and to verify any proper document, required to carry out the terms of this Agreement, upon the Company's written request to do so.

(b) **No Conflicts.** I represent that my performance of all the terms of this Agreement does not and will not breach any agreement I have entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by me in confidence or in trust prior to or during the Relationship. I will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. I will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party. I acknowledge and agree that I have listed on Exhibit A all agreements (e.g., non-competition agreements, non-solicitation of customers agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.), if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties for the Company or any obligation I may have to the Company. I agree not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

(c) **Voluntary Execution.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement, that I understand and have voluntarily accepted such provisions, and that I will fully and faithfully comply with such provisions.

11. **Electronic Delivery.** Nothing herein is intended to imply a right to participate in any of the Company's equity incentive plans, however, if I do participate in such plan(s), the Company may, in its sole discretion, decide to deliver any documents related to my participation in the Company's equity incentive plan(s) by electronic means or to request my consent to participate in such plan(s) by electronic means. I hereby consent to receive such documents by electronic delivery and agree, if applicable, to participate in such plan(s) through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

12. **General Provisions.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to the principles of conflict of laws.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to its subject matter and merges all prior discussions between us. No amendment to this Agreement will be effective unless in writing signed by both parties to this Agreement. The Company shall not be deemed hereby to have

waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of the Company, it being understood that, even if I am an officer of the Company, I will not have authority to give any such authorizations or waivers for the Company under this Agreement without specific approval by the Board of Directors. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(c) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

(d) **Severability.** If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected. The Company and I have attempted to limit my right to use, maintain and disclose the Company's Confidential Information, and to limit my right to solicit employees and customers only to the extent necessary to protect the Company from unfair competition. Should a court of competent jurisdiction determine that the scope of the covenants contained in Section 8 exceeds the maximum restrictiveness such court deems reasonable and enforceable, the parties intend that the court should reform, modify and enforce the provision to such narrower scope as it determines to be reasonable and enforceable under the circumstances existing at that time.

(e) **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of the Company, its successors, and its assigns.

(f) **Remedies.** I acknowledge and agree that violation of this Agreement by me may cause the Company irreparable harm, and therefore agree that the Company will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security (or, where such a bond or security is required, I agree that a \$1,000 bond will be adequate), in addition to and without prejudice to any other rights or remedies that the Company may have for a breach of this Agreement.

(g) **Advice of Counsel.** I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

*[Signature Page Follows]*



The parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date first above written.

**THE COMPANY:**

ZESTFINANCE, INC.

By: \_\_\_\_\_  
(Signature)

Name: Laura B. Gowen

Title: General Counsel

Address:  
6636 Hollywood Blvd.  
Los Angeles, California 90028

Date: \_\_\_\_\_

**EMPLOYEE:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**LIST OF PRIOR INVENTIONS  
AND ORIGINAL WORKS OF AUTHORSHIP  
EXCLUDED UNDER SECTION 4(a) AND CONFLICTING AGREEMENTS  
DISCLOSED UNDER SECTION 10(b)**

The following is a list of (i) all Inventions that, as of the Effective Date: (A) I made, and/or (B) belong solely to me or belong to me jointly with others or in which I have an interest, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company and (ii) all agreements, if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties for the Company or any obligation I may have to the Company:

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
--------------	-------------	----------------------------------------------------

\_\_\_ Except as indicated above on this exhibit, I have no inventions, improvements or original works to disclose pursuant to Section 4(a) of this Agreement and no agreements to disclose pursuant to Section 10(b) of this Agreement

\_\_\_ Additional sheets attached

Signature of Employee: \_\_\_\_\_

Print Name of Employee: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT B**

Section 2870 of the California Labor Code is as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

## **EXHIBIT C**

### **TERMINATION CERTIFICATION**

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to ZestFinance, Inc., a Delaware corporation, its subsidiaries, affiliates, successors or assigns (collectively, the “Company”).

I further certify that I have complied with all the terms of the Company’s Confidential Information and Invention Assignment Agreement signed by me, including the reporting of any Inventions (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement, and I acknowledge my continuing obligations under that agreement.

I further agree that, in compliance with the Confidential Information and Invention Assignment Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that for twelve (12) months from the date of this Certification, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company’s employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.

Further, I agree that I shall not use any Confidential Information of the Company to negatively influence any of the Company’s clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

Further, I acknowledge that the Company has valuable Trade Secrets (as defined by applicable law from time to time) to which I have had access. I understand that the Company intends to vigorously pursue its rights under applicable Trade Secrets law if, during a period of twelve (12) months from the date of this Certification, I solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. Thereafter, the Company intends to vigorously pursue its rights under applicable Trade Secrets law as the circumstances warrant.

Date: \_\_\_\_\_

**EMPLOYEE:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

**EXHIBIT A**

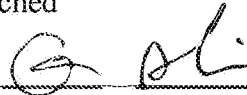
**LIST OF PRIOR INVENTIONS  
AND ORIGINAL WORKS OF AUTHORSHIP  
EXCLUDED UNDER SECTION 4(a) AND CONFLICTING AGREEMENTS  
DISCLOSED UNDER SECTION 10(b)**

The following is a list of (i) all Inventions that, as of the Effective Date: (A) I made, and/or (B) belong solely to me or belong to me jointly with others or in which I have an interest, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company and (ii) all agreements, if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties for the Company or any obligation I may have to the Company:

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
--------------	-------------	----------------------------------------------------

☒ Except as indicated above on this exhibit, I have no inventions, improvements or original works to disclose pursuant to Section 4(a) of this Agreement and no agreements to disclose pursuant to Section 10(b) of this Agreement

\_\_\_ Additional sheets attached

Signature of Employee: 

Print Name of Employee: Estandiar Alizadeh

Date: 02/16/2015

The parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date first above written.

**THE COMPANY:**

ZESTFINANCE, INC.

By: \_\_\_\_\_

(Signature)

Name: Laura B. Gowen

Title: General Counsel

Address:

6636 Hollywood Blvd.

Los Angeles, California 90028

Date: \_\_\_\_\_

**EMPLOYEE:**

Estandiar Alizadeh

(Name)

On Ali

(Signature)

Address:

246 Alpine St #16

Pasadena, CA 91106

Date: 02/16/2015

**ZESTFINANCE, INC.**

**CONFIDENTIAL INFORMATION AND  
INVENTION ASSIGNMENT AGREEMENT**

*Employee Name:* Armen Donigian

*Effective Date:* June 1, 2015

As a condition of my becoming employed (or my employment being continued) by ZestFinance, Inc., a Delaware corporation, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. **Relationship.** This Confidential Information and Invention Assignment Agreement (this "Agreement") will apply to my employment relationship with the Company. If that relationship ends and the Company, within a year thereafter, either reemploys me or engages me as a consultant, I agree that this Agreement will also apply to such later employment or consulting relationship, unless the Company and I otherwise agree in writing. Any such employment or consulting relationship between the Company and me, whether commenced prior to, upon or after the date of this Agreement, is referred to herein as the "Relationship."

2. **Duties.** I will perform for the Company such duties as may be designated by the Company from time to time or that are otherwise within the scope of the Relationship and not contrary to instructions from the Company. During the Relationship, I will devote my entire best business efforts to the interests of the Company and will not engage in other employment or in any activities detrimental to the best interests of the Company without the prior written consent of the Company.

3. **Confidential Information.**

(a) **Protection of Information.** I understand that during the Relationship, the Company intends to provide me with information, including Confidential Information (as defined below), without which I would not be able to perform my duties to the Company. I agree, at all times during the term of the Relationship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform my obligations to the Company under the Relationship, and not to disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any Confidential Information that I obtain, access or create during the term of the Relationship, whether or not during working hours, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved. I further agree not to make copies of such Confidential Information except as authorized by the Company.

(b) **Confidential Information.** I understand that "Confidential Information" means information and physical material not generally known or available outside the Company



and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation: (i) Company Inventions (as defined below); and (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and consultants of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, suppliers and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the Relationship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to me by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

(c) **Third Party Information.** My agreements in this Section 3 are intended to be for the benefit of the Company and any third party that has entrusted information or physical material to the Company in confidence. I further agree that, during the term of the Relationship and thereafter, I will not improperly use or disclose to the Company any confidential, proprietary or secret information of my former employer(s) or any other person, and I agree not to bring any such information onto the Company's property or place of business.

(d) **Other Rights.** This Agreement is intended to supplement, and not to supersede, any rights the Company may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

#### 4. **Ownership of Inventions.**

(a) **Inventions Retained and Licensed.** I have attached hereto, as Exhibit A, a complete list describing with particularity all Inventions (as defined below) that, as of the Effective Date: (i) I made, and/or (ii) belong solely to me or belong to me jointly with others or in which I have an interest, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Inventions at the time of signing this Agreement, and to the extent such Inventions do exist and are not listed on Exhibit A, I hereby forever waive any and all rights or claims of ownership to such Inventions. I understand that my listing of any Inventions on Exhibit A does not constitute an acknowledgement by the Company of the existence or extent of such Inventions, nor of my ownership of such Inventions. I further understand that I must receive the formal approval of the Company before commencing my Relationship with the Company.

(b) **Use or Incorporation of Inventions.** If in the course of the Relationship, I use or incorporate into a product, service, process or machine any Invention not covered by Section 4(d) of this Agreement in which I have an interest, I will promptly so inform the Company in writing. Whether or not I give such notice, I hereby irrevocably grant to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Invention and to make, have

made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute such Invention under all applicable intellectual property laws without restriction of any kind.

(c) **Inventions.** I understand that "Inventions" means discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. I understand this includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. I understand that "Company Inventions" means any and all Inventions that I may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of the Relationship, except as otherwise provided in Section 4(g) below.

(d) **Assignment of Company Inventions.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title and interest throughout the world in and to any and all Company Inventions and all patent, copyright, trademark, trade secret and other intellectual property rights therein. I further acknowledge that all Company Inventions that are made by me (solely or jointly with others) within the scope of and during the period of the Relationship are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by my salary. I hereby waive and irrevocably quitclaim to the Company or its designee any and all claims, of any nature whatsoever, that I now have or may hereafter have for infringement of any and all Company Inventions. Any assignment of Company Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "Moral Rights"). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

(e) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Company Inventions made or conceived by me (solely or jointly with others) during the term of the Relationship. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, or any other format. The records will be available to and remain the sole property of the Company at all times. I agree not to remove such records from the Company's place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business. I agree to deliver all such records (including any copies thereof) to the Company at the time of termination of the Relationship as provided for in Sections 5 and 6.

(f) **Patent and Copyright Rights.** I agree to assist the Company, or its designee, at its expense, in every proper way to secure the Company's, or its designee's, rights in the Company Inventions and any copyrights, patents, trademarks, mask work rights, Moral Rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect

thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive and agree never to assert such rights, and in order to assign and convey to the Company or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Company Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue during and at all times after the end of the Relationship and until the expiration of the last such intellectual property right to expire in any country of the world. 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 in my behalf and stead to execute and file any such instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright, mask work and other registrations related to such Company Inventions. This power of attorney is coupled with an interest and shall not be affected by my subsequent incapacity.

(g) **Exception to Assignments.** I understand that the Company Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention which qualifies fully for exclusion under the provisions of applicable state law, if any, attached hereto as Exhibit B. In order to assist in the determination of which inventions qualify for such exclusion, I will advise the Company promptly in writing, during and after the term of the Relationship, of all Inventions solely or jointly conceived or developed or reduced to practice by me during the period of the Relationship.

5. **Company Property; Returning Company Documents.** I acknowledge and agree that I have no expectation of privacy with respect to the Company's (or Company's third party providers') telecommunications, networking or information processing systems (including, without limitation, files, e-mail messages, and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored or reviewed at any time without notice. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. I agree that, at the time of termination of the Relationship, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by me pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns.

6. **Termination Certification.** In the event of the termination of the Relationship, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit C; however, my failure to sign and deliver the Termination Certification shall in no way diminish my continuing obligations under this Agreement.

7. **Notice to Third Parties.** I agree that during the periods of time during which I am restricted in taking certain actions by the terms of this Agreement (the "Restriction Period"), I shall inform any entity or person with whom I may seek to enter into a business relationship (whether as an owner, employee, independent contractor or otherwise) of my contractual obligations under this Agreement. I also understand and agree that the Company may, with or without prior notice to me and during or after the term of the Relationship, notify third parties of my agreements and obligations under this Agreement. I further agree that, upon written request by the Company, I will respond to the Company in writing regarding the status of my employment or proposed employment with any party during the Restriction Period.

8. **Solicitation of Employees, Consultants and Other Parties.** As described above, I acknowledge and agree that the Company's Confidential Information includes information relating to the Company's employees, consultants, customers and others, and that I will not use or disclose such Confidential Information except as authorized by the Company. I further agree as follows:

(a) **Employees, Consultants.** I agree that during the term of the Relationship, and for a period of twelve (12) months immediately following the termination of the Relationship for any reason, whether with or without cause, I shall not, directly or indirectly, solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.

(b) **Other Parties.** I agree that during the term of the Relationship, I will not negatively influence any of the Company's clients, licensors, licensees or customers from purchasing Company products or services or solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company, without the written (or email) consent of the Company. The Company shall determine, in its sole and absolute discretion, whether any such activity is competitive. In addition, I acknowledge that the Company has valuable Trade Secrets (as defined by applicable law from time to time) to which I will have access during the term of the Relationship. I understand that the Company intends to vigorously pursue its rights under applicable Trade Secrets law if, during a period of twelve (12) months immediately following the termination of the Relationship for any reason, whether with or without cause, I solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. Thereafter, the Company intends to vigorously pursue its rights under applicable Trade Secrets law as the circumstances warrant.

9. **At-Will Relationship.** I understand and acknowledge that, except as may be otherwise explicitly provided in a separate written agreement between the Company and me, my Relationship with the Company is and shall continue to be at-will, as defined under applicable law, meaning that either I or the Company may terminate the Relationship at any time for any reason or no reason, without further obligation or liability, other than those provisions of this Agreement that explicitly continue in effect after the termination of the Relationship.

10. Representations and Covenants.

(a) Facilitation of Agreement. I agree to execute promptly, both during and after the end of the Relationship, any proper oath, and to verify any proper document, required to carry out the terms of this Agreement, upon the Company's written request to do so.

(b) No Conflicts. I represent that my performance of all the terms of this Agreement does not and will not breach any agreement I have entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by me in confidence or in trust prior to or during the Relationship. I will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. I will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party. I acknowledge and agree that I have listed on Exhibit A all agreements (e.g., non-competition agreements, non-solicitation of customers agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.), if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties for the Company or any obligation I may have to the Company. I agree not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

(c) Voluntary Execution. I certify and acknowledge that I have carefully read all of the provisions of this Agreement, that I understand and have voluntarily accepted such provisions, and that I will fully and faithfully comply with such provisions.

11. Electronic Delivery. Nothing herein is intended to imply a right to participate in any of the Company's equity incentive plans, however, if I do participate in such plan(s), the Company may, in its sole discretion, decide to deliver any documents related to my participation in the Company's equity incentive plan(s) by electronic means or to request my consent to participate in such plan(s) by electronic means. I hereby consent to receive such documents by electronic delivery and agree, if applicable, to participate in such plan(s) through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

12. General Provisions.

(a) Governing Law. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to the principles of conflict of laws.

(b) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and me relating to its subject matter and merges all prior discussions between us. No amendment to this Agreement will be effective unless in writing signed by both parties to this Agreement. The Company shall not be deemed hereby to have

waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of the Company, it being understood that, even if I am an officer of the Company, I will not have authority to give any such authorizations or waivers for the Company under this Agreement without specific approval by the Board of Directors. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(c) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

(d) **Severability.** If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected. The Company and I have attempted to limit my right to use, maintain and disclose the Company's Confidential Information, and to limit my right to solicit employees and customers only to the extent necessary to protect the Company from unfair competition. Should a court of competent jurisdiction determine that the scope of the covenants contained in Section 8 exceeds the maximum restrictiveness such court deems reasonable and enforceable, the parties intend that the court should reform, modify and enforce the provision to such narrower scope as it determines to be reasonable and enforceable under the circumstances existing at that time.

(e) **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of the Company, its successors, and its assigns.

(f) **Remedies.** I acknowledge and agree that violation of this Agreement by me may cause the Company irreparable harm, and therefore agree that the Company will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security (or, where such a bond or security is required, I agree that a \$1,000 bond will be adequate), in addition to and without prejudice to any other rights or remedies that the Company may have for a breach of this Agreement.

(g) **Advice of Counsel.** I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

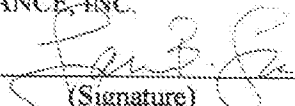
(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

*[Signature Page Follows]*

The parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date first above written.

**THE COMPANY:**

ZESTFINANCE, INC.

By:   
(Signature)

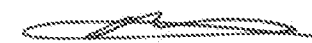
Name: Laura B. Gowen  
Title: General Counsel

Address:  
6636 Hollywood Blvd.  
Los Angeles, California 90028

Date: 6.5.2015

**EMPLOYEE:**

Armen Donigian  
(Name)

  
(Signature)

Address:  
1377 E. Windsor Apt 217  
Glendale CA 91205

Date: 6/01/15



**EXHIBIT A**

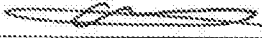
**LIST OF PRIOR INVENTIONS  
AND ORIGINAL WORKS OF AUTHORSHIP  
EXCLUDED UNDER SECTION 4(a) AND CONFLICTING AGREEMENTS  
DISCLOSED UNDER SECTION 10(b)**

The following is a list of (i) all Inventions that, as of the Effective Date: (A) I made, and/or (B) belong solely to me or belong to me jointly with others or in which I have an interest, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company and (ii) all agreements, if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties for the Company or any obligation I may have to the Company:

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
--------------	-------------	----------------------------------------------------

10 Except as indicated above on this exhibit, I have no inventions, improvements or original works to disclose pursuant to Section 4(a) of this Agreement and no agreements to disclose pursuant to Section 10(b) of this Agreement

       Additional sheets attached

Signature of Employee: 

Print Name of Employee: Armen Donigian

Date: 6/01/15

## EXHIBIT B

Section 2870 of the California Labor Code is as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

## **PROPRIETARY INFORMATION AND CREATION ASSIGNMENT AGREEMENT**

This Proprietary Information and Creation Assignment Agreement ("Agreement") is entered into and made effective as of May 22, 2017 (the "Effective Date") by and between Michael Hartman ("Employee"), on the one hand, and ZestFinance, Inc., a Delaware Corporation, (together with parent, subsidiary and affiliated corporations and entities, and their successors and assigns, the "Company"), on the other hand. In consideration of the mutual representations, warranties, covenants and agreements set forth below, and for other good and valuable consideration, including Employee's employment and/or continued employment and for other consideration, the receipt and sufficiency of which is hereby acknowledged, Employee and the Company agree as follows:

### **1. PROPRIETARY INFORMATION.**

#### **a. Definitions.**

"**Proprietary Information**" includes all ideas, information and materials, tangible or intangible, not generally known to the public, relating in any manner to the business of the Company, its products and services (including all trade secrets), its officers, directors, and contractors, its clients, vendors and suppliers, and all others with whom it does business, its trade secrets, its pricing, margins, and other financial information, that Employee learns or acquires in connection with Employee's employment with the Company. Proprietary Information includes, but is not limited to, the terms of this Agreement, any manuals, documents, computer programs, computer files and software used by the Company, all formulas or processes, users manuals, compilations of technical, financial, legal or other data, the sources of the Company's data and the manner in which the Company collects, analyzes and processes such data, agreements with third parties (including without limitation employees, contractors, vendors, and customers with whom the Company does business and the terms and conditions of such agreements), lists of, or information relating to, employees and consultants of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), customer and client or prospective customer and client lists, names of suppliers or vendors, client, supplier or vendor contact information, customer and client contact information, business referral sources, specifications, designs, devices, inventions, processes, expansion, acquisition and other business or marketing plans or strategies, pricing information and methodologies, information regarding the identity of the Company's designs, mock-ups, prototypes, software code (source, object and executable), hardware configuration, software architecture, algorithms, statistical and analytical models, methods, processes, production techniques, passwords, lists of current and prospective customers, vendors and suppliers, product plans, marketing plans, financial information, passwords, lists of current and prospective customers, vendors and suppliers, product plans, marketing plans, financial information and works in progress, all other research and development information, forecasts, financial information, and all other technical or business information. Proprietary Information also includes Trade Secrets and Personal Information. The definition of Proprietary Information does not extend to any information or materials that Employee can provide written proof showing that such

information: (i) was available in the public domain at the time it was communicated to Employee; (ii) entered the public domain subsequent to the time it was communicated to Employee, through no wrongful act of Employee or of another person or entity who was under any confidentiality obligation to Company; (iii) was in Employee's possession, free of any obligation of confidence, at the time it was communicated to Employee by Company; (iv) was rightfully communicated to Employee by a third party, free of any obligation of confidence, subsequent to the time it was communicated to Employee by Company; (v) was developed by employees or agents of Employee independently of and without reference to any information communicated to Employee by Company, or observed by Employee during the course of its employment; or (vi) was disclosed by Employee with the prior written approval of the Company. Proprietary information also does not include information about the terms and conditions of employment at the Company that comes to Employee's attention in the normal course of his or her work activity, but it does include information in the Company's non-public and confidential information, records and files.

**"Trade Secrets"** means all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if: (i) the owner thereof has taken reasonable measures to keep such information secret; and (ii) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

**"Personal Information"** means information of Company or its employees, subsidiaries, affiliates, vendors, service providers, clients, customers, subscribers, patients, or any of the employees, affiliates, vendors, service providers, clients, customers, subscribers or patients of the foregoing, which contains personally identification or financial information (or similar term) which may fall under the Gramm-Leach-Bliley Act, PCI ("Payment Card Industry Security Standards Council"), the Health Insurance Portability and Accountability Act (HIPAA), HITECH Act, or other law or regulation or other applicable standards (as currently exist or as amended or instituted hereafter).

b. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed to prohibit a disclosure only to the extent required by law or to prohibit Employee from making a report to a duly authorized law enforcement agency that is protected by applicable law; provided, however, that, to the extent permitted by applicable law, Employee shall give the Company as much advance notice as is possible before such a disclosure to a duly authorized law enforcement agency (presumably five (5) business days or more) to allow the Company to take any legally permissible steps to protect its Proprietary Information and shall provide reasonable assistance to the Company in obtaining a protective order.

c. Consultant understands that, by virtue of Consultant's engagement with the Company, Consultant may acquire and be exposed to Proprietary Information of the Company. Employee agrees to hold in trust and confidence all Proprietary Information during and after the period of Employee's employment with the Company until or unless Proprietary Information becomes publicly and widely known and made generally available through no wrongful act of Employee or of others who were under confidentiality obligations as to the item or items involved, or except as specifically allowed to be disclosed by Employee pursuant to this Agreement. Except as provided in Section 1(a), Employee shall not disclose any Proprietary Information to anyone outside the Company without the written approval of an authorized officer of the Company or use any Proprietary Information for any purpose other than for the benefit of the Company as required by Employee's authorized duties for the Company. At all times during Employee's employment with the Company, Employee shall comply with all of the Company's policies, procedures, regulations or directives relating to the protection and confidentiality of Proprietary Information. Employee shall not authorize, enable, assist in, or encourage any other person or entity to use or exploit any Proprietary Information that would be a violation of Employee's own duty of confidentiality as described herein. Upon termination of Employee's employment with the Company, (a) Employee shall not use Proprietary Information, or disclose Proprietary Information to anyone, for any purpose, unless expressly requested and authorized to do so in writing by a corporate officer of the Company, (b) Employee shall not retain or take with Employee any Proprietary Information in a Tangible Form (defined below) (nor shall Employee retain any copies of Proprietary Information), and (c) Employee shall immediately deliver to the Company all Proprietary Information in a Tangible Form (or otherwise) that Employee may then or thereafter hold or control, as well as all other property, equipment, documents or things that Employee was issued or otherwise received or obtained during Employee's employment with the Company. Without limiting the foregoing, to the extent Employee incorporated Proprietary Information in Employee's social media accounts (such as customer or vendor or contractor or demonstrator names and contact information), including, without limitation, Facebook, MySpace, Twitter, and LinkedIn, immediately upon termination of Employee's employment, Employee shall remove and permanently delete and shall not retain the Company's Proprietary Information in Employee's social media accounts or elsewhere. Likewise, to the extent Employee included Proprietary Information in Employee's cellular or personal telephones, smartphones, tablets, personal computers or other electronic devices, including personal electronic mail accounts (such as investor, customer or vendor names and contact information), immediately upon termination of Employee's employment, Employee shall delete and shall not retain the Company's Proprietary Information in any or all of Employee's cellular or personal telephones, smartphones, tablets, personal computers or other electronic devices, including personal electronic mail accounts. "Tangible Form" includes ideas, information or materials in written or graphic form, on a computer disc or other medium, or otherwise stored in or available through electronic, magnetic, videotape or other form.

2. **NON-SOLICITATION OF CUSTOMERS/CLIENTS.** Following the termination of Employee's employment with the Company for any reason, Employee shall not, directly or indirectly, use or disclose any Proprietary Information, including any trade secrets, in order to solicit, induce, or attempt to solicit or induce, any person or entity then known to be a customer, client, licensor or licensee of the Company (a "Restricted Customer/Client"), to terminate his, her or its relationship with the Company for any purpose or no purpose or to direct any of its business

to any person or entity in competition with the business of the Company and Company shall determine in its sole discretion if an activity is competitive. In addition, Employee acknowledges that the Company has valuable Trade Secrets (as defined by applicable law from time to time) to which Employee will have access during the term of employment. Employee understands that the Company intends to vigorously pursue its rights under applicable Trade Secrets law if, during a period of twelve (12) months immediately following the termination of employment for any reason and under any circumstance, whether with or without cause, Employee solicits or influences or attempts to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

3. **NON-SOLICITATION OF PERSONNEL.** During Employee's employment with the Company and for one (1) year following termination for any reason and under any circumstance, Employee shall not, directly or indirectly, solicit, induce, or attempt to solicit or induce, any person known to Employee to be an employee or consultant of the Company (each such person, a "Company Person"), to terminate his or her employment or other relationship with the Company.

4. **CONFLICTS OF INTEREST.** To protect the Company's Proprietary Information and to avoid conflicts of interest, during Employee's employment with the Company, Employee shall not engage in any activity to advise or assist or to otherwise provide work or services for the Company's competitors or to Company's vendors, suppliers or customers unless Employee has advised his manager or supervisor of such activities and Employee's manager or supervisor has approved such activities in writing. Without limiting the foregoing, Employee is and shall be prohibited from engaging in the following activities while her or she is employed by the Company: providing services or selling products similar to those provided or sold by the Company, offering, or soliciting or accepting an offer, to provide such services or to sell such products, or taking any action to engage in the business of providing such services or sell such products; provided, however, nothing in this Agreement shall be construed as limiting Employee's ability to engage in any lawful off-duty conduct.

5. **RETURN OF DOCUMENTS AND MATERIALS.** Immediately upon the termination of Employee's employment (for any reason and under any circumstance), or at any time prior thereto if requested by the Company, Employee shall return, whether or not created or developed by Employee, all records, documents, equipment, proposals, notes, lists, files, and any and all other materials, including but not limited to Proprietary Information, that refers, relates or otherwise pertains to the Company and its business, including its products and services, personnel, customers or clients (actual or potential), investors (actual or potential), and/or vendors and suppliers (actual or potential), or any of them, and any and all business dealings with said persons and entities (the "Returned Property and Equipment") to the Company at its offices in Los Angeles, California. Employee is not authorized to retain any copies or duplicates of the Returned Property and Equipment or any Proprietary Information that Employee obtained or received as a result of Employee's employment or other relationships with the Company. Promptly upon cessation or termination of the engagement any software provided by Company to Employee shall be immediately deactivated, disabled or deinstalled. All electronic copies shall be deleted. With regard to Proprietary Information stored electronically on backup tapes, servers or other electronic media, Employee agrees to use commercially reasonable efforts to delete or destroy such

Proprietary Information, but is not required to incur undue expense or unreasonable business interruption; however, Proprietary Information so stored is subject to the obligations of confidentiality and non-use contained in this Agreement for as long as it is stored.

**6. PROPRIETARY INFORMATION OF OTHERS/COMPLIANCE WITH LAWS.**

Employee shall not breach any lawful, enforceable agreement to keep in confidence, or to refrain from using, the nonpublic ideas, information or materials of a third party, including, but not limited to, a former employer or present or former customer or client, and Employee represents that performance of all the terms of this Agreement does not and will not breach any agreement that Employee has entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by Employee in confidence or in trust prior to or during employment. Employee shall not bring any such ideas, information or materials to the Company, or use, or induce the Company to use, any such ideas, information or materials in connection with Employee's employment by the Company. Employee shall comply with all national, state, local and other laws, regulations and ordinances.

**7. CREATIONS.**

a. Employee acknowledges and agrees that the term "Creations" means all work performed, and all materials, creations, designs, technology, discoveries, developments, concepts, know how, improvements, trade secrets, inventions, ideas, information and other subject matter and original works of authorship (whether or not patentable, copyrightable or otherwise legally protectable), including but not limited to new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon, that is conceived, developed, created or reduced to practice by Employee, alone or with others, during the period of Employee's employment with the Company, including, but limited to, all copyrighted, trade secret, patent, trademark and other intellectual property rights, subject to the exclusions of Section 7(b). Employee hereby acknowledges that all Creations are "works made for hire" as such term is defined in the United States Copyright Act, for Company as copyright owner (and to the greatest extent permitted by applicable law), and are compensated for by Employee's salary. To the extent that any Creation does not qualify as a work made for hire, Employee hereby agrees to (i) make full written disclosure to the Company, (ii) hold in trust for the sole right and benefit of the Company and irrevocably assign to the Company all rights, title and interest in and to all Creations. Employee hereby waives and irrevocably quitclaims to the Company or its designee any and all claims, of any nature whatsoever, that Employee now has or may hereafter have for infringement of any and all Creations. Such assignment of Creations includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "Moral Rights"). To the extent that Moral Rights cannot be assigned under applicable law, Employee hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

i. The Company shall have the sole right, in its own name, to obtain, hold,

register and otherwise perfect, protect and enforce (including bringing actions for past or future infringement of) all rights relating to the Creations, including, but not limited to, any renewals or extensions thereof. Employee shall, whether during or after Employee's employment with the Company, until the expiration of the last such intellectual property right to expire in any country of the world, (1) notify the Company of any Creations, and deliver to the Company the Tangible Form of all Creations (including any copies) and (2) provide the Company and any person designated by the Company, at the Company's expense, any assistance and cooperation requested by the Company to obtain, hold, register and otherwise perfect, protect and enforce (including bringing actions for past or future infringement of) all rights relating to the Creations, including, but not limited to, executing written instruments and serving as a witness.

ii. Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agent and attorney-in-fact, to act for and in Employee's behalf and stead to execute and file any instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright, mask work and other registrations related to such Creations. This power of attorney is coupled with an interest and shall not be affected by Employee's subsequent incapacity.

iii. If, in breach of Employee's obligations under this Agreement, Employee uses any Proprietary Information in conceiving, developing or creating any materials, creations, designs, technology, discoveries, inventions, ideas, information or other subject matter after the termination of Employee's employment with the Company, Employee acknowledges and agrees that such subject matter constitutes Creations subject to this assignment requirement and all other terms and conditions of this Agreement.

b. Employee understands that Creations (as defined above) do not include, and the obligations of Section 7(a) do not apply to, subject matter that meets all of the following criteria: (1) is conceived, developed and created by Employee on Employee's own time without using the Company's equipment, supplies or facilities or any Proprietary Information, (2) is unrelated to the actual or reasonably anticipated business or research and development of the Company of which Employee is or becomes aware, and (3) does not result from any work performed by Employee for the Company; provided, further, nothing in this Agreement shall be construed to require Employee to assign to the Company any Creations that are excluded from any such assignment under California Labor Code section 2870. A copy of California Labor Code section 2870 will be provided to Employee upon written request or may be located on the internet and is reproduced under Exhibit B. Employee shall be deemed to be aware of all activities of the Company.

c. To avoid any misunderstanding, Employee acknowledges and agrees that Employee has listed on Exhibit A (1) all materials, creations, designs, technology, discoveries, inventions, ideas, information and other subject matter, including, but not limited to, copyrights, trade secrets, patents, trademarks and other intellectual property rights, if any, developed or created by Employee, alone or with others, before the period of Employee's employment with the Company in which Employee claims any ownership or rights, and (2) all agreements or arrangements (e.g., non-competition agreements, non-solicitation of customers agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.), if



any, with a current or former client, employer, or any other person or entity, that may affect or restrict the rights to any such subject matter or Employee's ability to be employed by and perform services for the Company and comply with the requirements of this Agreement. Employee agrees not to enter into any written or oral agreement that conflicts with the provisions of this Agreement. Employee acknowledges and agrees that (i) by not listing particular subject matter, Employee is warranting that the subject matter was not conceived, developed or created before commencement of Employee's employment, and (ii) by not listing particular agreements or arrangements, Employee is warranting that no such agreements or arrangements exist. Employee understands that its listing of any Creations on Exhibit A does not constitute an acknowledgement by the Company of the existence or extent of such Creations, nor of Employee's ownership of such Creations. This Agreement will not be deemed an offer for employment or any other relationship and Employee understands that this Agreement does not commence or indicate an employment relationship between Employee and the Company.

d. If during the period of Employee's employment, Employee uses or incorporates into a product, service, process or machine any discovery, development, concept, design, idea, know how, improvement, invention, trade secret and/or original work of authorship, whether or not patentable, copyrightable or otherwise legally protectable, including, but not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon, that is not covered by Section 7(a) of this Agreement ("Employee Invention") in which Employee has an interest, Employee will promptly so inform the Company in writing. Whether or not Employee gives such notice, Employee hereby irrevocably grants to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Employee Invention and to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute such Employee Invention under all applicable intellectual property laws without restriction of any kind.

e. Employee acknowledges and agrees that Company is not obligated to use any Creations or Employee Inventions. Employee further acknowledges and agrees that each Creation is: (a) prepared under contract for commercial use by Company; (b) intended to be used for multiple purposes, editions and copies; and (c) to be revised, modified, redesigned, resized, or otherwise altered at Company's discretion. Employee also acknowledges and agrees that such actions will not constitute a defacement, mutilation, destruction, or prohibited alteration of any Creation. Without limiting Company's other rights and remedies, if, when acting within the scope of employment or otherwise on behalf of the Company, Employee uses or discloses its own or any third party's confidential information or intellectual property (or if any invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or violating the foregoing), Company will have and Employee hereby grants to Company a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.

f. Employee agrees to keep and maintain adequate and current written records of all Creations made or conceived by Employee (solely or jointly with others) during the term of employment. The records may be in the form of notes, sketches, drawings, flow charts, electronic

data or recordings, laboratory notebooks, or any other format. The records will be available to and remain the sole property of the Company at all times. Employee agrees not to remove such records from the Company's place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business. Employee agrees to deliver all such records (including any copies thereof) to the Company at the time of termination of employment (for any reason and under any circumstance) or as requested by the Company as provided for in Section 5.

8. **RIGHTS AND REMEDIES UPON BREACH.** If Employee breaches, or threatens to commit a breach of, any of the provisions of this Agreement, Employee agrees that, in aid of arbitration and as a provisional remedy (or permanent remedy ordered by an arbitrator), the Company shall have the right and remedy to have each and every one of the covenants in this Agreement specifically enforced and the right and remedy to obtain temporary and permanent injunctive relief and/or restraining orders, it being acknowledged and agreed by Employee that any breach or threatened breach of any of the covenants and agreements contained herein would cause irreparable injury to the Company and that money damages would not provide an adequate remedy at law to the Company. Moreover, if Employee breaches or threatens to commit a breach of this Agreement during Employee's employment with the Company, Employee may be subject to the immediate termination of Employee's employment. In any proceeding seeking to enforce Sections 1 through 7 of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, costs and expenses, including any expert fees, that were incurred by that party in connection with any such proceeding. Employee acknowledges and agrees that Employee's remedy, if any, for any breach of this Agreement will be solely in damages, and Employee will not be entitled to equitable relief by way of injunction or otherwise. Except as otherwise provided in this Agreement, rights and remedies under this Agreement or otherwise will be cumulative and none of them will be in limitation of any other right or remedy in law and/or equity.

9. **SEVERABILITY.** Employee acknowledges and agrees that (a) the covenants and agreements contained herein are reasonable and valid in geographic, temporal and subject matter scope and in all other respects, and do not impose limitations greater than are necessary to protect the goodwill, Proprietary Information, and other business interests of the Company; (b) if any arbitrator (or a court when the Company seeks a provisional remedy in aid of arbitration) subsequently determines that any of such covenants or agreements, or any part thereof, is invalid or unenforceable, the remainder of such covenants and agreements shall not thereby be affected and shall be given full effect without regard to the invalid portions; and (c) if any arbitrator (or a court when the Company seeks a provisional remedy in aid of arbitration) determines that any of the covenants and agreements, or any part thereof, is invalid or unenforceable because of the duration or scope of such provision, such arbitrator (or a court when the Company seeks a provisional remedy in aid of arbitration) shall have the power to reduce the duration or scope of such provision, as the case may be, and, in its reduced form, such provision shall then be enforceable to the maximum extent permitted by applicable law. Employee intends to and hereby confers jurisdiction to enforce each and every one of the covenants and agreements contained in Sections 1 through 7 of this Agreement upon the arbitrators (or courts when the Company seeks a provisional remedy in aid of arbitration) of any jurisdiction within the geographic scope of such covenants and agreements, and if the arbitrator (or a court when the Company seeks a provisional

remedy in aid of arbitration) in any one or more of such jurisdictions hold any such covenant or agreement unenforceable by reason of the breadth or scope or otherwise, it is the intention of Employee that such determination shall not bar or in any way affect the Company's right to the relief provided above in any other jurisdiction within the geographic scope of such covenants and agreements, as to breaches of such covenants and agreements in such other respective jurisdictions, such covenants and agreements as they relate to each jurisdiction being, for this purposes, severable into diverse and independent covenants and agreements.

**10. CONFIRMATION OF AT-WILL EMPLOYMENT.** Unless Employee and the Company have otherwise entered into an express, written employment contract or agreement for a specified term, Employee and the Company acknowledge and agree that: (a) Employee's employment with the Company is and shall be at all times on an at-will basis, and the Company or Employee may terminate Employee's employment at any time, for any reason, with or without cause or advance notice; (b) nothing in this Agreement or in the Company's employee manuals, handbooks or other written materials, and no oral statements or representations of any Company officer, director, agent or employee, create or are intended to create an express or implied contract for employment or continuing employment; (c) nothing in the Agreement obligates the Company to hire, retain or promote Employee; (d) all definitions, terms and conditions of this Agreement apply for purposes of this Agreement, and for no other purpose, and do not alter or otherwise effect the at-will status of Employee's employment with the Company; and (e) no representative of the Company has any authority to enter into any express or implied, oral or written agreements that are contrary to the terms and conditions of this Agreement or to enter into any express or implied contracts for employment (other than for at-will employment) except for the Chief Executive Officer ("CEO") or Chief Operating Officer ("COO"), and any agreement between Employee and the CEO or COO must be in writing and signed by Employee and the CEO or COO.

**11. INFORMATION ON COMPANY PREMISES.** Employee acknowledges that, by virtue of Employee's employment with the Company, Employee will have use of the premises and equipment of the Company including the electronic mail systems, the computer system, internet access, and the voicemail system (collectively, the "Company Information Systems"). Employee acknowledges and agrees that (a) the Company Information Systems shall be used solely for company business and shall not be used for personal business, (b) Employee has no right to privacy in any matter, file or information that is stored or transmitted on the Company Information Systems, or in any third party email services that are used for Company or work related to the Company purposes, and (c) the Company reserves the right to monitor or inspect any matter or file Employee sends, stores, receives, or creates on the Company Information Systems, or on any third party email services that are used for Company or work related to the Company purposes, with or without notice, even if they contain Employee's personal information or materials. Employee understands and acknowledges that the Company requires this right as part of its protection of intellectual property, in case of harassment claims, and in the general course of conducting business practices ethically. Employee agrees that it shall not modify, reverse engineer, decompile, create other works from, disassemble any software programs contained in the Proprietary Information of the Company, or attempt any of the foregoing, either directly or indirectly, unless expressly authorized in writing by Company.

12. **GOVERNING LAW/JURISDICTION.** This Agreement shall be construed, interpreted, and governed in accordance with the laws of the State of California, without giving effect to the principles of conflict of laws. Employee consents to the exclusive personal and subject matter jurisdiction of the state and federal courts of the State of California located in the City of Los Angeles, California and agrees to accept service of process by mail, and waives any jurisdictional or venue defenses available to Employee. Employee further agrees that any judgment (including a judgment by default) which may be obtained against Employee in a state or federal court located in the State of California will be binding upon Employee with the same force and effect as if entered or obtained in a jurisdiction in which Employee is doing business or is domiciled.

13. **ENTIRE AGREEMENT; MODIFICATION; NO WAIVER, COUNTERPARTS.** This Agreement (a) represents the entire agreement of the Parties with respect to the subject matter hereof, (b) shall supersede any and all previous contracts, arrangements or understandings between the Parties hereto with respect to the subject matter hereof, and (c) may not be modified or amended except by an instrument in writing signed by each of the Parties hereto. The Company shall not be deemed hereby to have waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of the Company, it being understood that, even if Employee is an officer of the Company, Employee will not have authority to give any such authorizations or waivers for the Company under this Agreement without specific approval by the Board of Directors. Any subsequent change or changes in Employee's duties, obligations, rights or compensation will not affect the validity or scope of this Agreement. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

14. **PARTIES IN INTEREST; ASSIGNMENT; SURVIVAL.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement may transferred or conveyed (collectively referred to as "assign" and its derivatives), be assigned, in whole or in part, by operation of law or otherwise, by Employee. Any assignment in violation hereof shall be of no power or effect. The Company may sell, assign, and/or transfer all or any part of its right, title and interests in this Agreement without the prior consent of Employee, whether by operation of law or otherwise, in which case this Agreement shall remain in full force after such sale, assignment or other transfer and may be enforced by (a) any successor, assignee or transferee of all or any part of the Company's business as fully and completely as it could be enforced by the Company if no such sale, assignment or transfer had occurred, and (b) the Company in the case of any sale, assignment or other transfer of a part, but not all, of the business. The benefits under this Agreement shall inure to and may be enforced by the Company, and its parent, subsidiary and affiliated corporations and entities, and their successors, transferees and assigns. Employee's duties and obligations under this Agreement shall survive the termination of Employee's employment with the Company as follows: (i) with respect to Proprietary Information other than Trade Secrets or Personal Information, and shall continue for five (5) years following the date of cessation of engagement; (ii) with respect to Trade Secrets, for so long as the information is considered by Company to be a Trade Secret and for so long as a court of law of no further appeal

has not determined that the trade secret status of the information has been lost; and, (iii) with respect to Personal Information, forever.

**15. NOTIFICATION TO NEW EMPLOYER.** Employee understands that the various terms and conditions of this Agreement shall survive and continue after Employee's employment with the Company terminates. Accordingly, Employee hereby expressly agrees that Employee shall inform any entity or person with whom Employee may seek to enter into a business relationship (whether as an owner, employee, independent contractor or otherwise) of Employee's contractual obligations under this Agreement. Further, the Company may inform Employee's new employer regarding Employee's duties and obligations under this Agreement. Upon written request by the Company, Employee shall respond to the Company in writing regarding the status of Employee's employment or retention, or proposed employment or retention by any party during the period that Employee's obligations are ongoing hereunder.

**16. TERMINATION CERTIFICATION.** In the event of termination of employment (for any reason and under any circumstance), Employee agrees to sign and deliver the "Termination Certification" attached hereto as Exhibit C; however, Employee's failure to sign and deliver the Termination Certification shall in no way diminish Employee's continuing obligations under this Agreement.

**17. NOTICES.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at the address specified by the party to be notified, and if none specified, at the most recent address set forth in the Company's books and records.

**18. ELECTRONIC DELIVERY.** Nothing herein is intended to imply a right to participate in any of the Company's equity incentive plans, however, if Employee does participate in such plan(s), the company may, in its sole discretion, decide to deliver any documents related to my participation in the Company's equity incentive plan(s) by electronic means or to request Employee's consent to participate in such plan(s) by electronic means. Employee hereby consents to receive such documents by electronic delivery and agree, if applicable, to participate in such plan(s) through an on-line or electronic system established and maintained by the Company or a third party designated by the Company

**19. OWNERSHIP; INDEMNITY.** Employee and its successors and assigns hereby: (i) represent and warrant to Company that Employee has good title and ownership of the copyrights and other rights in any and all Creations, that said title and rights are free of liens, encumbrances, rights and restrictions, and that Employee has not produced any Creation that infringes upon the copyrights, trademarks, patent or other rights of a third party, and Employee will not produce any work product in connection with its employment that infringes upon the copyright, trademark, patent or other rights of a third party; and (ii) agree to indemnify, hold harmless and defend Company against any and all claims, damages or liabilities including attorneys' fees arising out of or related to any breach or alleged breach of Employee's representations and warranties in this Agreement or Employee's duty of confidentiality set forth in this Agreement.


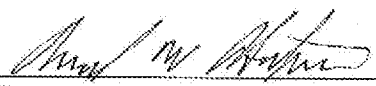
20. ADVICE OF COUNSEL. EMPLOYEE ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, EMPLOYEE HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND EMPLOYEE HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

21. COMPANY POLICY. The foregoing provisions of this Agreement are binding upon Employee and the Company irrespective of whether Employee and/or the Company signs this Agreement. The terms and conditions of this Agreement describe some of the Company's policies and procedures and supplement such policies and procedures set forth in the Company's employee handbook and other policy and procedure statements or communications of the Company. Employee's and the Company's signatures on this Agreement confirms Employee's and the Company's knowledge of such policies and procedures and Employee's and the Company's agreement to comply with such policies, procedures, and terms and conditions of employment and/or continuing employment; however, Employee and the Company are bound by this Agreement, regardless of whether Employee or the Company signs this Agreement. Employee affirmatively represents that Employee has other comparable employment opportunities available to Employee (other than employment with the Company) and Employee freely and voluntarily enters into this Agreement and agrees to be bound by the foregoing without any duress or undue pressure whatsoever and without relying on any promises, representations or warranties regarding the subject matter of this Agreement except for the express terms of this Agreement.

To acknowledge Employee's receipt of this Agreement, Employee has signed this acknowledgement effective as of the Effective Date

[Signature page to follow.]

Signature Page to Proprietary Information and Creation Assignment Agreement – Employee

ZESTFINANCE, INC.	Employee
	
By: Jeanine Percival Wright Its: Secretary	By:
	Michael W Hartman
	Print Name
	13411 Capetown Ave
	Street Address
	Pickerington OH 43147
	City, State Zip

**EXHIBIT A**

**Reserved Creations; Related Agreements or Arrangements; Conflicting Agreements**

**[none, unless otherwise specified] CREATIONS**

Title	Date of Conception	Identifying No. and Description	Other Inventors/Authors Involved

**OTHER AGREEMENTS**



**EXHIBIT B**

**California Labor Code Section 2870**

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
- (2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

## EXHIBIT C

### TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to ZestFinance, Inc., a Delaware corporation, its subsidiaries, affiliates, successors or assigns (collectively, the "Company").

I further certify that I have complied with all the terms of the Company's Proprietary Information and Creation Assignment Agreement signed by me, including the reporting of any Creations (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement, and I acknowledge my continuing obligations under that agreement.

I further agree that, in compliance with the Proprietary Information and Creation Assignment Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that for twelve (12) months from the date of this Certification, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.

Further, I agree that I shall not use any Proprietary Information of the Company to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

Further, I acknowledge that the Company has valuable Trade Secrets (as defined by applicable law from time to time) to which I have had access. I understand that the Company intends to vigorously pursue its rights under applicable Trade Secrets law if, during a period of twelve (12) months from the date of this Certification, I solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. Thereafter, the Company intends to vigorously pursue its rights under applicable Trade Secrets law as the circumstances warrant.

Acknowledged and agreed as of the date indicated below.

Date: \_\_\_\_\_

EMPLOYEE

\_\_\_\_\_  
Signature

## **PROPRIETARY INFORMATION AND CREATION ASSIGNMENT AGREEMENT**

This Proprietary Information and Creation Assignment Agreement ("Agreement") is entered into and made effective as of August 14, 2017 (the "**Effective Date**") by and between Liubo Li ("**Employee**"), on the one hand, and ZestFinance, Inc., a Delaware Corporation, (together with parent, subsidiary and affiliated corporations and entities, and their successors and assigns, the "**Company**"), on the other hand. In consideration of the mutual representations, warranties, covenants and agreements set forth below, and for other good and valuable consideration, including Employee's employment and/or continued employment and for other consideration, the receipt and sufficiency of which is hereby acknowledged, Employee and the Company agree as follows:

### **1. PROPRIETARY INFORMATION.**

#### **a. Definitions.**

"**Proprietary Information**" includes all ideas, information and materials, tangible or intangible, not generally known to the public, relating in any manner to the business of the Company, its products and services (including all trade secrets), its officers, directors, and contractors, its clients, vendors and suppliers, and all others with whom it does business, its trade secrets, its pricing, margins, and other financial information, that Employee learns or acquires in connection with Employee's employment with the Company. Proprietary Information includes, but is not limited to, the terms of this Agreement, any manuals, documents, computer programs, computer files and software used by the Company, all formulas or processes, users manuals, compilations of technical, financial, legal or other data, the sources of the Company's data and the manner in which the Company collects, analyzes and processes such data, agreements with third parties (including without limitation employees, contractors, vendors, and customers with whom the Company does business and the terms and conditions of such agreements), lists of, or information relating to, employees and consultants of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), customer and client or prospective customer and client lists, names of suppliers or vendors, client, supplier or vendor contact information, customer and client contact information, business referral sources, specifications, designs, devices, inventions, processes, expansion, acquisition and other business or marketing plans or strategies, pricing information and methodologies, information regarding the identity of the Company's designs, mock-ups, prototypes, software code (source, object and executable), hardware configuration, software architecture, algorithms, statistical and analytical models, methods, processes, production techniques, passwords, lists of current and prospective customers, vendors and suppliers, product plans, marketing plans, financial information, passwords, lists of current and prospective customers, vendors and suppliers, product plans, marketing plans, financial information and works in progress, all other research and development information, forecasts, financial information, and all other technical or business information. Proprietary Information also includes Trade Secrets and Personal Information. The definition of Proprietary Information does not extend to any information or materials that Employee can provide written proof showing that such

information: (i) was available in the public domain at the time it was communicated to Employee; (ii) entered the public domain subsequent to the time it was communicated to Employee, through no wrongful act of Employee or of another person or entity who was under any confidentiality obligation to Company; (iii) was in Employee's possession, free of any obligation of confidence, at the time it was communicated to Employee by Company; (iv) was rightfully communicated to Employee by a third party, free of any obligation of confidence, subsequent to the time it was communicated to Employee by Company; (v) was developed by employees or agents of Employee independently of and without reference to any information communicated to Employee by Company, or observed by Employee during the course of its employment; or (vi) was disclosed by Employee with the prior written approval of the Company. Proprietary information also does not include information about the terms and conditions of employment at the Company that comes to Employee's attention in the normal course of his or her work activity, but it does include information in the Company's non-public and confidential information, records and files.

**"Trade Secrets"** means all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if: (i) the owner thereof has taken reasonable measures to keep such information secret; and (ii) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

**"Personal Information"** means information of Company or its employees, subsidiaries, affiliates, vendors, service providers, clients, customers, subscribers, patients, or any of the employees, affiliates, vendors, service providers, clients, customers, subscribers or patients of the foregoing, which contains personally identification or financial information (or similar term) which may fall under the Gramm-Leach-Bliley Act, PCI ("Payment Card Industry Security Standards Council"), the Health Insurance Portability and Accountability Act (HIPAA), HITECH Act, or other law or regulation or other applicable standards (as currently exist or as amended or instituted hereafter).

b. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed to prohibit a disclosure only to the extent required by law or to prohibit Employee from making a report to a duly authorized law enforcement agency that is protected by applicable law; provided, however, that, to the extent permitted by applicable law, Employee shall give the Company as much advance notice as is possible before such a disclosure to a duly authorized law enforcement agency (presumably five (5) business days or more) to allow the Company to take any legally permissible steps to protect its Proprietary Information and shall provide reasonable assistance to the Company in obtaining a protective order.

c. Consultant understands that, by virtue of Consultant's engagement with the Company, Consultant may acquire and be exposed to Proprietary Information of the Company. Employee agrees to hold in trust and confidence all Proprietary Information during and after the period of Employee's employment with the Company until or unless Proprietary Information becomes publicly and widely known and made generally available through no wrongful act of Employee or of others who were under confidentiality obligations as to the item or items involved, or except as specifically allowed to be disclosed by Employee pursuant to this Agreement. Except as provided in Section 1(a), Employee shall not disclose any Proprietary Information to anyone outside the Company without the written approval of an authorized officer of the Company or use any Proprietary Information for any purpose other than for the benefit of the Company as required by Employee's authorized duties for the Company. At all times during Employee's employment with the Company, Employee shall comply with all of the Company's policies, procedures, regulations or directives relating to the protection and confidentiality of Proprietary Information. Employee shall not authorize, enable, assist in, or encourage any other person or entity to use or exploit any Proprietary Information that would be a violation of Employee's own duty of confidentiality as described herein. Upon termination of Employee's employment with the Company, (a) Employee shall not use Proprietary Information, or disclose Proprietary Information to anyone, for any purpose, unless expressly requested and authorized to do so in writing by a corporate officer of the Company, (b) Employee shall not retain or take with Employee any Proprietary Information in a Tangible Form (defined below) (nor shall Employee retain any copies of Proprietary Information), and (c) Employee shall immediately deliver to the Company all Proprietary Information in a Tangible Form (or otherwise) that Employee may then or thereafter hold or control, as well as all other property, equipment, documents or things that Employee was issued or otherwise received or obtained during Employee's employment with the Company. Without limiting the foregoing, to the extent Employee incorporated Proprietary Information in Employee's social media accounts (such as customer or vendor or contractor or demonstrator names and contact information), including, without limitation, Facebook, MySpace, Twitter, and LinkedIn, immediately upon termination of Employee's employment, Employee shall remove and permanently delete and shall not retain the Company's Proprietary Information in Employee's social media accounts or elsewhere. Likewise, to the extent Employee included Proprietary Information in Employee's cellular or personal telephones, smartphones, tablets, personal computers or other electronic devices, including personal electronic mail accounts (such as investor, customer or vendor names and contact information), immediately upon termination of Employee's employment, Employee shall delete and shall not retain the Company's Proprietary Information in any or all of Employee's cellular or personal telephones, smartphones, tablets, personal computers or other electronic devices, including personal electronic mail accounts. "Tangible Form" includes ideas, information or materials in written or graphic form, on a computer disc or other medium, or otherwise stored in or available through electronic, magnetic, videotape or other form.

2. **NON-SOLICITATION OF CUSTOMERS/CLIENTS.** Following the termination of Employee's employment with the Company for any reason, Employee shall not, directly or indirectly, use or disclose any Proprietary Information, including any trade secrets, in order to solicit, induce, or attempt to solicit or induce, any person or entity then known to be a customer, client, licensor or licensee of the Company (a "Restricted Customer/Client"), to terminate his, her or its relationship with the Company for any purpose or no purpose or to direct any of its business

to any person or entity in competition with the business of the Company and Company shall determine in its sole discretion if an activity is competitive. In addition, Employee acknowledges that the Company has valuable Trade Secrets (as defined by applicable law from time to time) to which Employee will have access during the term of employment. Employee understands that the Company intends to vigorously pursue its rights under applicable Trade Secrets law if, during a period of twelve (12) months immediately following the termination of employment for any reason and under any circumstance, whether with or without cause, Employee solicits or influences or attempts to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

3. **NON-SOLICITATION OF PERSONNEL.** During Employee's employment with the Company and for one (1) year following termination for any reason and under any circumstance, Employee shall not, directly or indirectly, solicit, induce, or attempt to solicit or induce, any person known to Employee to be an employee or consultant of the Company (each such person, a "Company Person"), to terminate his or her employment or other relationship with the Company.

4. **CONFLICTS OF INTEREST.** To protect the Company's Proprietary Information and to avoid conflicts of interest, during Employee's employment with the Company, Employee shall not engage in any activity to advise or assist or to otherwise provide work or services for the Company's competitors or to Company's vendors, suppliers or customers unless Employee has advised his manager or supervisor of such activities and Employee's manager or supervisor has approved such activities in writing. Without limiting the foregoing, Employee is and shall be prohibited from engaging in the following activities while her or she is employed by the Company: providing services or selling products similar to those provided or sold by the Company, offering, or soliciting or accepting an offer, to provide such services or to sell such products, or taking any action to engage in the business of providing such services or sell such products; provided, however, nothing in this Agreement shall be construed as limiting Employee's ability to engage in any lawful off-duty conduct.

5. **RETURN OF DOCUMENTS AND MATERIALS.** Immediately upon the termination of Employee's employment (for any reason and under any circumstance), or at any time prior thereto if requested by the Company, Employee shall return, whether or not created or developed by Employee, all records, documents, equipment, proposals, notes, lists, files, and any and all other materials, including but not limited to Proprietary Information, that refers, relates or otherwise pertains to the Company and its business, including its products and services, personnel, customers or clients (actual or potential), investors (actual or potential), and/or vendors and suppliers (actual or potential), or any of them, and any and all business dealings with said persons and entities (the "Returned Property and Equipment") to the Company at its offices in Los Angeles, California. Employee is not authorized to retain any copies or duplicates of the Returned Property and Equipment or any Proprietary Information that Employee obtained or received as a result of Employee's employment or other relationships with the Company. Promptly upon cessation or termination of the engagement any software provided by Company to Employee shall be immediately deactivated, disabled or deinstalled. All electronic copies shall be deleted. With regard to Proprietary Information stored electronically on backup tapes, servers or other electronic media, Employee agrees to use commercially reasonable efforts to delete or destroy such

Proprietary Information, but is not required to incur undue expense or unreasonable business interruption; however, Proprietary Information so stored is subject to the obligations of confidentiality and non-use contained in this Agreement for as long as it is stored.

**6. PROPRIETARY INFORMATION OF OTHERS/COMPLIANCE WITH LAWS.**

Employee shall not breach any lawful, enforceable agreement to keep in confidence, or to refrain from using, the nonpublic ideas, information or materials of a third party, including, but not limited to, a former employer or present or former customer or client, and Employee represents that performance of all the terms of this Agreement does not and will not breach any agreement that Employee has entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by Employee in confidence or in trust prior to or during employment. Employee shall not bring any such ideas, information or materials to the Company, or use, or induce the Company to use, any such ideas, information or materials in connection with Employee's employment by the Company. Employee shall comply with all national, state, local and other laws, regulations and ordinances.

**7. CREATIONS.**

a. Employee acknowledges and agrees that the term "**Creations**" means all work performed, and all materials, creations, designs, technology, discoveries, developments, concepts, know how, improvements, trade secrets, inventions, ideas, information and other subject matter and original works of authorship (whether or not patentable, copyrightable or otherwise legally protectable), including but not limited to new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon, that is conceived, developed, created or reduced to practice by Employee, alone or with others, during the period of Employee's employment with the Company, including, but limited to, all copyrighted, trade secret, patent, trademark and other intellectual property rights, subject to the exclusions of Section 7(b). Employee hereby acknowledges that all Creations are "works made for hire" as such term is defined in the United States Copyright Act, for Company as copyright owner (and to the greatest extent permitted by applicable law), and are compensated for by Employee's salary. To the extent that any Creation does not qualify as a work made for hire, Employee hereby agrees to (i) make full written disclosure to the Company, (ii) hold in trust for the sole right and benefit of the Company and irrevocably assign to the Company all rights, title and interest in and to all Creations. Employee hereby waives and irrevocably quitclaims to the Company or its designee any and all claims, of any nature whatsoever, that Employee now has or may hereafter have for infringement of any and all Creations. Such assignment of Creations includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "**Moral Rights**"). To the extent that Moral Rights cannot be assigned under applicable law, Employee hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

i. The Company shall have the sole right, in its own name, to obtain, hold,



register and otherwise perfect, protect and enforce (including bringing actions for past or future infringement of) all rights relating to the Creations, including, but not limited to, any renewals or extensions thereof. Employee shall, whether during or after Employee's employment with the Company, until the expiration of the last such intellectual property right to expire in any country of the world, (1) notify the Company of any Creations, and deliver to the Company the Tangible Form of all Creations (including any copies) and (2) provide the Company and any person designated by the Company, at the Company's expense, any assistance and cooperation requested by the Company to obtain, hold, register and otherwise perfect, protect and enforce (including bringing actions for past or future infringement of) all rights relating to the Creations, including, but not limited to, executing written instruments and serving as a witness.

ii. Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agent and attorney-in-fact, to act for and in Employee's behalf and stead to execute and file any instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright, mask work and other registrations related to such Creations. This power of attorney is coupled with an interest and shall not be affected by Employee's subsequent incapacity.

iii. If, in breach of Employee's obligations under this Agreement, Employee uses any Proprietary Information in conceiving, developing or creating any materials, creations, designs, technology, discoveries, inventions, ideas, information or other subject matter after the termination of Employee's employment with the Company, Employee acknowledges and agrees that such subject matter constitutes Creations subject to this assignment requirement and all other terms and conditions of this Agreement.

b. Employee understands that Creations (as defined above) do not include, and the obligations of Section 7(a) do not apply to, subject matter that meets all of the following criteria: (1) is conceived, developed and created by Employee on Employee's own time without using the Company's equipment, supplies or facilities or any Proprietary Information, (2) is unrelated to the actual or reasonably anticipated business or research and development of the Company of which Employee is or becomes aware, and (3) does not result from any work performed by Employee for the Company; provided, further, nothing in this Agreement shall be construed to require Employee to assign to the Company any Creations that are excluded from any such assignment under California Labor Code section 2870. A copy of California Labor Code section 2870 will be provided to Employee upon written request or may be located on the internet and is reproduced under Exhibit B. Employee shall be deemed to be aware of all activities of the Company.

c. To avoid any misunderstanding, Employee acknowledges and agrees that Employee has listed on Exhibit A (1) all materials, creations, designs, technology, discoveries, inventions, ideas, information and other subject matter, including, but not limited to, copyrights, trade secrets, patents, trademarks and other intellectual property rights, if any, developed or created by Employee, alone or with others, before the period of Employee's employment with the Company in which Employee claims any ownership or rights, and (2) all agreements or arrangements (e.g., non-competition agreements, non-solicitation of customers agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.), if

any, with a current or former client, employer, or any other person or entity, that may affect or restrict the rights to any such subject matter or Employee's ability to be employed by and perform services for the Company and comply with the requirements of this Agreement. Employee agrees not to enter into any written or oral agreement that conflicts with the provisions of this Agreement. Employee acknowledges and agrees that (i) by not listing particular subject matter, Employee is warranting that the subject matter was not conceived, developed or created before commencement of Employee's employment, and (ii) by not listing particular agreements or arrangements, Employee is warranting that no such agreements or arrangements exist. Employee understands that its listing of any Creations on Exhibit A does not constitute an acknowledgement by the Company of the existence or extent of such Creations, nor of Employee's ownership of such Creations. This Agreement will not be deemed an offer for employment or any other relationship and Employee understands that this Agreement does not commence or indicate an employment relationship between Employee and the Company.

d. If during the period of Employee's employment, Employee uses or incorporates into a product, service, process or machine any discovery, development, concept, design, idea, know how, improvement, invention, trade secret and/or original work of authorship, whether or not patentable, copyrightable or otherwise legally protectable, including, but not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon, that is not covered by Section 7(a) of this Agreement ("Employee Invention") in which Employee has an interest, Employee will promptly so inform the Company in writing. Whether or not Employee gives such notice, Employee hereby irrevocably grants to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Employee Invention and to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute such Employee Invention under all applicable intellectual property laws without restriction of any kind.

e. Employee acknowledges and agrees that Company is not obligated to use any Creations or Employee Inventions. Employee further acknowledges and agrees that each Creation is: (a) prepared under contract for commercial use by Company; (b) intended to be used for multiple purposes, editions and copies; and (c) to be revised, modified, redesigned, resized, or otherwise altered at Company's discretion. Employee also acknowledges and agrees that such actions will not constitute a defacement, mutilation, destruction, or prohibited alteration of any Creation. Without limiting Company's other rights and remedies, if, when acting within the scope of employment or otherwise on behalf of the Company, Employee uses or discloses its own or any third party's confidential information or intellectual property (or if any invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or violating the foregoing), Company will have and Employee hereby grants to Company a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.

f. Employee agrees to keep and maintain adequate and current written records of all Creations made or conceived by Employee (solely or jointly with others) during the term of employment. The records may be in the form of notes, sketches, drawings, flow charts, electronic

data or recordings, laboratory notebooks, or any other format. The records will be available to and remain the sole property of the Company at all times. Employee agrees not to remove such records from the Company's place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business. Employee agrees to deliver all such records (including any copies thereof) to the Company at the time of termination of employment (for any reason and under any circumstance) or as requested by the Company as provided for in Section 5.

8. **RIGHTS AND REMEDIES UPON BREACH.** If Employee breaches, or threatens to commit a breach of, any of the provisions of this Agreement, Employee agrees that, in aid of arbitration and as a provisional remedy (or permanent remedy ordered by an arbitrator), the Company shall have the right and remedy to have each and every one of the covenants in this Agreement specifically enforced and the right and remedy to obtain temporary and permanent injunctive relief and/or restraining orders, it being acknowledged and agreed by Employee that any breach or threatened breach of any of the covenants and agreements contained herein would cause irreparable injury to the Company and that money damages would not provide an adequate remedy at law to the Company. Moreover, if Employee breaches or threatens to commit a breach of this Agreement during Employee's employment with the Company, Employee may be subject to the immediate termination of Employee's employment. In any proceeding seeking to enforce Sections 1 through 7 of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, costs and expenses, including any expert fees, that were incurred by that party in connection with any such proceeding. Employee acknowledges and agrees that Employee's remedy, if any, for any breach of this Agreement will be solely in damages, and Employee will not be entitled to equitable relief by way of injunction or otherwise. Except as otherwise provided in this Agreement, rights and remedies under this Agreement or otherwise will be cumulative and none of them will be in limitation of any other right or remedy in law and/or equity.

9. **SEVERABILITY.** Employee acknowledges and agrees that (a) the covenants and agreements contained herein are reasonable and valid in geographic, temporal and subject matter scope and in all other respects, and do not impose limitations greater than are necessary to protect the goodwill, Proprietary Information, and other business interests of the Company; (b) if any arbitrator (or a court when the Company seeks a provisional remedy in aid of arbitration) subsequently determines that any of such covenants or agreements, or any part thereof, is invalid or unenforceable, the remainder of such covenants and agreements shall not thereby be affected and shall be given full effect without regard to the invalid portions; and (c) if any arbitrator (or a court when the Company seeks a provisional remedy in aid of arbitration) determines that any of the covenants and agreements, or any part thereof, is invalid or unenforceable because of the duration or scope of such provision, such arbitrator (or a court when the Company seeks a provisional remedy in aid of arbitration) shall have the power to reduce the duration or scope of such provision, as the case may be, and, in its reduced form, such provision shall then be enforceable to the maximum extent permitted by applicable law. Employee intends to and hereby confers jurisdiction to enforce each and every one of the covenants and agreements contained in Sections 1 through 7 of this Agreement upon the arbitrators (or courts when the Company seeks a provisional remedy in aid of arbitration) of any jurisdiction within the geographic scope of such covenants and agreements, and if the arbitrator (or a court when the Company seeks a provisional

remedy in aid of arbitration) in any one or more of such jurisdictions hold any such covenant or agreement unenforceable by reason of the breadth or scope or otherwise, it is the intention of Employee that such determination shall not bar or in any way affect the Company's right to the relief provided above in any other jurisdiction within the geographic scope of such covenants and agreements, as to breaches of such covenants and agreements in such other respective jurisdictions, such covenants and agreements as they relate to each jurisdiction being, for this purposes, severable into diverse and independent covenants and agreements.

**10. CONFIRMATION OF AT-WILL EMPLOYMENT.** Unless Employee and the Company have otherwise entered into an express, written employment contract or agreement for a specified term, Employee and the Company acknowledge and agree that: (a) Employee's employment with the Company is and shall be at all times on an at-will basis, and the Company or Employee may terminate Employee's employment at any time, for any reason, with or without cause or advance notice; (b) nothing in this Agreement or in the Company's employee manuals, handbooks or other written materials, and no oral statements or representations of any Company officer, director, agent or employee, create or are intended to create an express or implied contract for employment or continuing employment; (c) nothing in the Agreement obligates the Company to hire, retain or promote Employee; (d) all definitions, terms and conditions of this Agreement apply for purposes of this Agreement, and for no other purpose, and do not alter or otherwise effect the at-will status of Employee's employment with the Company; and (e) no representative of the Company has any authority to enter into any express or implied, oral or written agreements that are contrary to the terms and conditions of this Agreement or to enter into any express or implied contracts for employment (other than for at-will employment) except for the Chief Executive Officer ("CEO") or Chief Operating Officer ("COO"), and any agreement between Employee and the CEO or COO must be in writing and signed by Employee and the CEO or COO.

**11. INFORMATION ON COMPANY PREMISES.** Employee acknowledges that, by virtue of Employee's employment with the Company, Employee will have use of the premises and equipment of the Company including the electronic mail systems, the computer system, internet access, and the voicemail system (collectively, the "Company Information Systems"). Employee acknowledges and agrees that (a) the Company Information Systems shall be used solely for company business and shall not be used for personal business, (b) Employee has no right to privacy in any matter, file or information that is stored or transmitted on the Company Information Systems, or in any third party email services that are used for Company or work related to the Company purposes, and (c) the Company reserves the right to monitor or inspect any matter or file Employee sends, stores, receives, or creates on the Company Information Systems, or on any third party email services that are used for Company or work related to the Company purposes, with or without notice, even if they contain Employee's personal information or materials. Employee understands and acknowledges that the Company requires this right as part of its protection of intellectual property, in case of harassment claims, and in the general course of conducting business practices ethically. Employee agrees that it shall not modify, reverse engineer, decompile, create other works from, disassemble any software programs contained in the Proprietary Information of the Company, or attempt any of the foregoing, either directly or indirectly, unless expressly authorized in writing by Company.

**12. GOVERNING LAW/JURISDICTION.** This Agreement shall be construed, interpreted, and governed in accordance with the laws of the State of California, without giving effect to the principles of conflict of laws. Employee consents to the exclusive personal and subject matter jurisdiction of the state and federal courts of the State of California located in the City of Los Angeles, California and agrees to accept service of process by mail, and waives any jurisdictional or venue defenses available to Employee. Employee further agrees that any judgment (including a judgment by default) which may be obtained against Employee in a state or federal court located in the State of California will be binding upon Employee with the same force and effect as if entered or obtained in a jurisdiction in which Employee is doing business or is domiciled.

**13. ENTIRE AGREEMENT; MODIFICATION; NO WAIVER; COUNTERPARTS.** This Agreement (a) represents the entire agreement of the Parties with respect to the subject matter hereof, (b) shall supersede any and all previous contracts, arrangements or understandings between the Parties hereto with respect to the subject matter hereof, and (c) may not be modified or amended except by an instrument in writing signed by each of the Parties hereto. The Company shall not be deemed hereby to have waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of the Company, it being understood that, even if Employee is an officer of the Company, Employee will not have authority to give any such authorizations or waivers for the Company under this Agreement without specific approval by the Board of Directors. Any subsequent change or changes in Employee's duties, obligations, rights or compensation will not affect the validity or scope of this Agreement. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

**14. PARTIES IN INTEREST; ASSIGNMENT; SURVIVAL.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement may transferred or conveyed (collectively referred to as "assign" and its derivatives), be assigned, in whole or in part, by operation of law or otherwise, by Employee. Any assignment in violation hereof shall be of no power or effect. The Company may sell, assign, and/or transfer all or any part of its right, title and interests in this Agreement without the prior consent of Employee, whether by operation of law or otherwise, in which case this Agreement shall remain in full force after such sale, assignment or other transfer and may be enforced by (a) any successor, assignee or transferee of all or any part of the Company's business as fully and completely as it could be enforced by the Company if no such sale, assignment or transfer had occurred, and (b) the Company in the case of any sale, assignment or other transfer of a part, but not all, of the business. The benefits under this Agreement shall inure to and may be enforced by the Company, and its parent, subsidiary and affiliated corporations and entities, and their successors, transferees and assigns. Employee's duties and obligations under this Agreement shall survive the termination of Employee's employment with the Company as follows: (i) with respect to Proprietary Information other than Trade Secrets or Personal Information, and shall continue for five (5) years following the date of cessation of engagement; (ii) with respect to Trade Secrets, for so long as the information is considered by Company to be a Trade Secret and for so long as a court of law of no further appeal

has not determined that the trade secret status of the information has been lost; and, (iii) with respect to Personal Information, forever.

**15. NOTIFICATION TO NEW EMPLOYER.** Employee understands that the various terms and conditions of this Agreement shall survive and continue after Employee's employment with the Company terminates. Accordingly, Employee hereby expressly agrees that Employee shall inform any entity or person with whom Employee may seek to enter into a business relationship (whether as an owner, employee, independent contractor or otherwise) of Employee's contractual obligations under this Agreement. Further, the Company may inform Employee's new employer regarding Employee's duties and obligations under this Agreement. Upon written request by the Company, Employee shall respond to the Company in writing regarding the status of Employee's employment or retention, or proposed employment or retention by any party during the period that Employee's obligations are ongoing hereunder.

**16. TERMINATION CERTIFICATION.** In the event of termination of employment (for any reason and under any circumstance), Employee agrees to sign and deliver the "Termination Certification" attached hereto as Exhibit C; however, Employee's failure to sign and deliver the Termination Certification shall in no way diminish Employee's continuing obligations under this Agreement.

**17. NOTICES.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at the address specified by the party to be notified, and if none specified, at the most recent address set forth in the Company's books and records.

**18. ELECTRONIC DELIVERY.** Nothing herein is intended to imply a right to participate in any of the Company's equity incentive plans, however, if Employee does participate in such plan(s), the company may, in its sole discretion, decide to deliver any documents related to my participation in the Company's equity incentive plan(s) by electronic means or to request Employee's consent to participate in such plan(s) by electronic means. Employee hereby consents to receive such documents by electronic delivery and agree, if applicable, to participate in such plan(s) through an on-line or electronic system established and maintained by the Company or a third party designated by the Company

**19. OWNERSHIP; INDEMNITY.** Employee and its successors and assigns hereby: (i) represent and warrant to Company that Employee has good title and ownership of the copyrights and other rights in any and all Creations, that said title and rights are free of liens, encumbrances, rights and restrictions, and that Employee has not produced any Creation that infringes upon the copyrights, trademarks, patent or other rights of a third party, and Employee will not produce any work product in connection with its employment that infringes upon the copyright, trademark, patent or other rights of a third party; and (ii) agree to indemnify, hold harmless and defend Company against any and all claims, damages or liabilities including attorneys' fees arising out of or related to any breach or alleged breach of Employee's representations and warranties in this Agreement or Employee's duty of confidentiality set forth in this Agreement.


20. **ADVICE OF COUNSEL.** EMPLOYEE ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, EMPLOYEE HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND EMPLOYEE HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

21. **COMPANY POLICY.** The foregoing provisions of this Agreement are binding upon Employee and the Company irrespective of whether Employee and/or the Company signs this Agreement. The terms and conditions of this Agreement describe some of the Company's policies and procedures and supplement such policies and procedures set forth in the Company's employee handbook and other policy and procedure statements or communications of the Company. Employee's and the Company's signatures on this Agreement confirms Employee's and the Company's knowledge of such policies and procedures and Employee's and the Company's agreement to comply with such policies, procedures, and terms and conditions of employment and/or continuing employment; however, Employee and the Company are bound by this Agreement, regardless of whether Employee or the Company signs this Agreement. Employee affirmatively represents that Employee has other comparable employment opportunities available to Employee (other than employment with the Company) and Employee freely and voluntarily enters into this Agreement and agrees to be bound by the foregoing without any duress or undue pressure whatsoever and without relying on any promises, representations or warranties regarding the subject matter of this Agreement except for the express terms of this Agreement.

To acknowledge Employee's receipt of this Agreement, Employee has signed this acknowledgement effective as of the Effective Date

[Signature page to follow.]

Signature Page to Proprietary Information and Creation Assignment Agreement – Employee

ZESTFINANCE, INC.	Employee
	<u>Linbo Li</u>
By: Jeanine Percival Wright	By:
Its: Secretary	<u>LINBO LI</u>
	Print Name
	<u>686 Riverview Dr. Apt. 40</u>
	Street Address
	<u>Columbus, OH 43202</u>
	City, State Zip



## **PROPRIETARY INFORMATION AND CREATION ASSIGNMENT AGREEMENT**

This Proprietary Information and Creation Assignment Agreement (“Agreement”) is entered into and made effective as of July 10, 2017 (the “**Effective Date**”) by and between Carlos Huertas (“**Employee**”), on the one hand, and ZestFinance, Inc., a Delaware Corporation, (together with parent, subsidiary and affiliated corporations and entities, and their successors and assigns, the “**Company**”), on the other hand. In consideration of the mutual representations, warranties, covenants and agreements set forth below, and for other good and valuable consideration, including Employee’s employment and/or continued employment and for other consideration, the receipt and sufficiency of which is hereby acknowledged, Employee and the Company agree as follows:

### **1. PROPRIETARY INFORMATION.**

#### **a. Definitions.**

“**Proprietary Information**” includes all ideas, information and materials, tangible or intangible, not generally known to the public, relating in any manner to the business of the Company, its products and services (including all trade secrets), its officers, directors, and contractors, its clients, vendors and suppliers, and all others with whom it does business, its trade secrets, its pricing, margins, and other financial information, that Employee learns or acquires in connection with Employee’s employment with the Company. Proprietary Information includes, but is not limited to, the terms of this Agreement, any manuals, documents, computer programs, computer files and software used by the Company, all formulas or processes, users manuals, compilations of technical, financial, legal or other data, the sources of the Company’s data and the manner in which the Company collects, analyzes and processes such data, agreements with third parties (including without limitation employees, contractors, vendors, and customers with whom the Company does business and the terms and conditions of such agreements), lists of, or information relating to, employees and consultants of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), customer and client or prospective customer and client lists, names of suppliers or vendors, client, supplier or vendor contact information, customer and client contact information, business referral sources, specifications, designs, devices, inventions, processes, expansion, acquisition and other business or marketing plans or strategies, pricing information and methodologies, information regarding the identity of the Company’s designs, mock-ups, prototypes, software code (source, object and executable), hardware configuration, software architecture, algorithms, statistical and analytical models, methods, processes, production techniques, passwords, lists of current and prospective customers, vendors and suppliers, product plans, marketing plans, financial information, passwords, lists of current and prospective customers, vendors and suppliers, product plans, marketing plans, financial information and works in progress, all other research and development information, forecasts, financial information, and all other technical or business information. Proprietary Information also includes Trade Secrets and Personal Information. The definition of Proprietary Information does not extend to any information or materials that Employee can provide written proof showing that such

information: (i) was available in the public domain at the time it was communicated to Employee; (ii) entered the public domain subsequent to the time it was communicated to Employee, through no wrongful act of Employee or of another person or entity who was under any confidentiality obligation to Company; (iii) was in Employee's possession, free of any obligation of confidence, at the time it was communicated to Employee by Company; (iv) was rightfully communicated to Employee by a third party, free of any obligation of confidence, subsequent to the time it was communicated to Employee by Company; (v) was developed by employees or agents of Employee independently of and without reference to any information communicated to Employee by Company, or observed by Employee during the course of its employment; or (vi) was disclosed by Employee with the prior written approval of the Company. Proprietary information also does not include information about the terms and conditions of employment at the Company that comes to Employee's attention in the normal course of his or her work activity, but it does include information in the Company's non-public and confidential information, records and files.

**"Trade Secrets"** means all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if: (i) the owner thereof has taken reasonable measures to keep such information secret; and (ii) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

**"Personal Information"** means information of Company or its employees, subsidiaries, affiliates, vendors, service providers, clients, customers, subscribers, patients, or any of the employees, affiliates, vendors, service providers, clients, customers, subscribers or patients of the foregoing, which contains personally identification or financial information (or similar term) which may fall under the Gramm-Leach-Bliley Act, PCI ("Payment Card Industry Security Standards Council"), the Health Insurance Portability and Accountability Act (HIPAA), HITECH Act, or other law or regulation or other applicable standards (as currently exist or as amended or instituted hereafter).

b. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed to prohibit a disclosure only to the extent required by law or to prohibit Employee from making a report to a duly authorized law enforcement agency that is protected by applicable law; provided, however, that, to the extent permitted by applicable law, Employee shall give the Company as much advance notice as is possible before such a disclosure to a duly authorized law enforcement agency (presumably five (5) business days or more) to allow the Company to take any legally permissible steps to protect its Proprietary Information and shall provide reasonable assistance to the Company in obtaining a protective order.

c. Consultant understands that, by virtue of Consultant's engagement with the Company, Consultant may acquire and be exposed to Proprietary Information of the Company. Employee agrees to hold in trust and confidence all Proprietary Information during and after the period of Employee's employment with the Company until or unless Proprietary Information becomes publicly and widely known and made generally available through no wrongful act of Employee or of others who were under confidentiality obligations as to the item or items involved, or except as specifically allowed to be disclosed by Employee pursuant to this Agreement. Except as provided in Section 1(a), Employee shall not disclose any Proprietary Information to anyone outside the Company without the written approval of an authorized officer of the Company or use any Proprietary Information for any purpose other than for the benefit of the Company as required by Employee's authorized duties for the Company. At all times during Employee's employment with the Company, Employee shall comply with all of the Company's policies, procedures, regulations or directives relating to the protection and confidentiality of Proprietary Information. Employee shall not authorize, enable, assist in, or encourage any other person or entity to use or exploit any Proprietary Information that would be a violation of Employee's own duty of confidentiality as described herein. Upon termination of Employee's employment with the Company, (a) Employee shall not use Proprietary Information, or disclose Proprietary Information to anyone, for any purpose, unless expressly requested and authorized to do so in writing by a corporate officer of the Company, (b) Employee shall not retain or take with Employee any Proprietary Information in a Tangible Form (defined below) (nor shall Employee retain any copies of Proprietary Information), and (c) Employee shall immediately deliver to the Company all Proprietary Information in a Tangible Form (or otherwise) that Employee may then or thereafter hold or control, as well as all other property, equipment, documents or things that Employee was issued or otherwise received or obtained during Employee's employment with the Company. Without limiting the foregoing, to the extent Employee incorporated Proprietary Information in Employee's social media accounts (such as customer or vendor or contractor or demonstrator names and contact information), including, without limitation, Facebook, MySpace, Twitter, and LinkedIn, immediately upon termination of Employee's employment, Employee shall remove and permanently delete and shall not retain the Company's Proprietary Information in Employee's social media accounts or elsewhere. Likewise, to the extent Employee included Proprietary Information in Employee's cellular or personal telephones, smartphones, tablets, personal computers or other electronic devices, including personal electronic mail accounts (such as investor, customer or vendor names and contact information), immediately upon termination of Employee's employment, Employee shall delete and shall not retain the Company's Proprietary Information in any or all of Employee's cellular or personal telephones, smartphones, tablets, personal computers or other electronic devices, including personal electronic mail accounts. "Tangible Form" includes ideas, information or materials in written or graphic form, on a computer disc or other medium, or otherwise stored in or available through electronic, magnetic, videotape or other form.

**2. NON-SOLICITATION OF CUSTOMERS/CLIENTS.** Following the termination of Employee's employment with the Company for any reason, Employee shall not, directly or indirectly, use or disclose any Proprietary Information, including any trade secrets, in order to solicit, induce, or attempt to solicit or induce, any person or entity then known to be a customer, client, licensor or licensee of the Company (a "Restricted Customer/Client"), to terminate his, her or its relationship with the Company for any purpose or no purpose or to direct any of its business

to any person or entity in competition with the business of the Company and Company shall determine in its sole discretion if an activity is competitive. In addition, Employee acknowledges that the Company has valuable Trade Secrets (as defined by applicable law from time to time) to which Employee will have access during the term of employment. Employee understands that the Company intends to vigorously pursue its rights under applicable Trade Secrets law if, during a period of twelve (12) months immediately following the termination of employment for any reason and under any circumstance, whether with or without cause, Employee solicits or influences or attempts to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

**3. NON-SOLICITATION OF PERSONNEL.** During Employee's employment with the Company and for one (1) year following termination for any reason and under any circumstance, Employee shall not, directly or indirectly, solicit, induce, or attempt to solicit or induce, any person known to Employee to be an employee or consultant of the Company (each such person, a "Company Person"), to terminate his or her employment or other relationship with the Company.

**4. CONFLICTS OF INTEREST.** To protect the Company's Proprietary Information and to avoid conflicts of interest, during Employee's employment with the Company, Employee shall not engage in any activity to advise or assist or to otherwise provide work or services for the Company's competitors or to Company's vendors, suppliers or customers unless Employee has advised his manager or supervisor of such activities and Employee's manager or supervisor has approved such activities in writing. Without limiting the foregoing, Employee is and shall be prohibited from engaging in the following activities while her or she is employed by the Company: providing services or selling products similar to those provided or sold by the Company, offering, or soliciting or accepting an offer, to provide such services or to sell such products, or taking any action to engage in the business of providing such services or sell such products; provided, however, nothing in this Agreement shall be construed as limiting Employee's ability to engage in any lawful off-duty conduct.

**5. RETURN OF DOCUMENTS AND MATERIALS.** Immediately upon the termination of Employee's employment (for any reason and under any circumstance), or at any time prior thereto if requested by the Company, Employee shall return, whether or not created or developed by Employee, all records, documents, equipment, proposals, notes, lists, files, and any and all other materials, including but not limited to Proprietary Information, that refers, relates or otherwise pertains to the Company and its business, including its products and services, personnel, customers or clients (actual or potential), investors (actual or potential), and/or vendors and suppliers (actual or potential), or any of them, and any and all business dealings with said persons and entities (the "Returned Property and Equipment") to the Company at its offices in Los Angeles, California. Employee is not authorized to retain any copies or duplicates of the Returned Property and Equipment or any Proprietary Information that Employee obtained or received as a result of Employee's employment or other relationships with the Company. Promptly upon cessation or termination of the engagement any software provided by Company to Employee shall be immediately deactivated, disabled or deinstalled. All electronic copies shall be deleted. With regard to Proprietary Information stored electronically on backup tapes, servers or other electronic media, Employee agrees to use commercially reasonable efforts to delete or destroy such

Proprietary Information, but is not required to incur undue expense or unreasonable business interruption; however, Proprietary Information so stored is subject to the obligations of confidentiality and non-use contained in this Agreement for as long as it is stored.

**6. PROPRIETARY INFORMATION OF OTHERS/COMPLIANCE WITH LAWS.**

Employee shall not breach any lawful, enforceable agreement to keep in confidence, or to refrain from using, the nonpublic ideas, information or materials of a third party, including, but not limited to, a former employer or present or former customer or client, and Employee represents that performance of all the terms of this Agreement does not and will not breach any agreement that Employee has entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by Employee in confidence or in trust prior to or during employment. Employee shall not bring any such ideas, information or materials to the Company, or use, or induce the Company to use, any such ideas, information or materials in connection with Employee's employment by the Company. Employee shall comply with all national, state, local and other laws, regulations and ordinances.

**7. CREATIONS.**

a. Employee acknowledges and agrees that the term "**Creations**" means all work performed, and all materials, creations, designs, technology, discoveries, developments, concepts, know how, improvements, trade secrets, inventions, ideas, information and other subject matter and original works of authorship (whether or not patentable, copyrightable or otherwise legally protectable), including but not limited to new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon, that is conceived, developed, created or reduced to practice by Employee, alone or with others, during the period of Employee's employment with the Company, including, but limited to, all copyrighted, trade secret, patent, trademark and other intellectual property rights, subject to the exclusions of Section 7(b). Employee hereby acknowledges that all Creations are "works made for hire" as such term is defined in the United States Copyright Act, for Company as copyright owner (and to the greatest extent permitted by applicable law), and are compensated for by Employee's salary. To the extent that any Creation does not qualify as a work made for hire, Employee hereby agrees to (i) make full written disclosure to the Company, (ii) hold in trust for the sole right and benefit of the Company and irrevocably assign to the Company all rights, title and interest in and to all Creations. Employee hereby waives and irrevocably quitclaims to the Company or its designee any and all claims, of any nature whatsoever, that Employee now has or may hereafter have for infringement of any and all Creations. Such assignment of Creations includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "**Moral Rights**"). To the extent that Moral Rights cannot be assigned under applicable law, Employee hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

i. The Company shall have the sole right, in its own name, to obtain, hold,

register and otherwise perfect, protect and enforce (including bringing actions for past or future infringement of) all rights relating to the Creations, including, but not limited to, any renewals or extensions thereof. Employee shall, whether during or after Employee's employment with the Company, until the expiration of the last such intellectual property right to expire in any country of the world, (1) notify the Company of any Creations, and deliver to the Company the Tangible Form of all Creations (including any copies) and (2) provide the Company and any person designated by the Company, at the Company's expense, any assistance and cooperation requested by the Company to obtain, hold, register and otherwise perfect, protect and enforce (including bringing actions for past or future infringement of) all rights relating to the Creations, including, but not limited to, executing written instruments and serving as a witness.

ii. Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agent and attorney-in-fact, to act for and in Employee's behalf and stead to execute and file any instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright, mask work and other registrations related to such Creations. This power of attorney is coupled with an interest and shall not be affected by Employee's subsequent incapacity.

iii. If, in breach of Employee's obligations under this Agreement, Employee uses any Proprietary Information in conceiving, developing or creating any materials, creations, designs, technology, discoveries, inventions, ideas, information or other subject matter after the termination of Employee's employment with the Company, Employee acknowledges and agrees that such subject matter constitutes Creations subject to this assignment requirement and all other terms and conditions of this Agreement.

b. Employee understands that Creations (as defined above) do not include, and the obligations of Section 7(a) do not apply to, subject matter that meets all of the following criteria: (1) is conceived, developed and created by Employee on Employee's own time without using the Company's equipment, supplies or facilities or any Proprietary Information, (2) is unrelated to the actual or reasonably anticipated business or research and development of the Company of which Employee is or becomes aware, and (3) does not result from any work performed by Employee for the Company; provided, further, nothing in this Agreement shall be construed to require Employee to assign to the Company any Creations that are excluded from any such assignment under California Labor Code section 2870. A copy of California Labor Code section 2870 will be provided to Employee upon written request or may be located on the internet and is reproduced under Exhibit B. Employee shall be deemed to be aware of all activities of the Company.

c. To avoid any misunderstanding, Employee acknowledges and agrees that Employee has listed on Exhibit A (1) all materials, creations, designs, technology, discoveries, inventions, ideas, information and other subject matter, including, but not limited to, copyrights, trade secrets, patents, trademarks and other intellectual property rights, if any, developed or created by Employee, alone or with others, before the period of Employee's employment with the Company in which Employee claims any ownership or rights, and (2) all agreements or arrangements (e.g., non-competition agreements, non-solicitation of customers agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.), if

any, with a current or former client, employer, or any other person or entity, that may affect or restrict the rights to any such subject matter or Employee's ability to be employed by and perform services for the Company and comply with the requirements of this Agreement. Employee agrees not to enter into any written or oral agreement that conflicts with the provisions of this Agreement. Employee acknowledges and agrees that (i) by not listing particular subject matter, Employee is warranting that the subject matter was not conceived, developed or created before commencement of Employee's employment, and (ii) by not listing particular agreements or arrangements, Employee is warranting that no such agreements or arrangements exist. Employee understands that its listing of any Creations on Exhibit A does not constitute an acknowledgement by the Company of the existence or extent of such Creations, nor of Employee's ownership of such Creations. This Agreement will not be deemed an offer for employment or any other relationship and Employee understands that this Agreement does not commence or indicate an employment relationship between Employee and the Company.

d. If during the period of Employee's employment, Employee uses or incorporates into a product, service, process or machine any discovery, development, concept, design, idea, know how, improvement, invention, trade secret and/or original work of authorship, whether or not patentable, copyrightable or otherwise legally protectable, including, but not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon, that is not covered by Section 7(a) of this Agreement ("Employee Invention") in which Employee has an interest, Employee will promptly so inform the Company in writing. Whether or not Employee gives such notice, Employee hereby irrevocably grants to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Employee Invention and to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute such Employee Invention under all applicable intellectual property laws without restriction of any kind.

e. Employee acknowledges and agrees that Company is not obligated to use any Creations or Employee Inventions. Employee further acknowledges and agrees that each Creation is: (a) prepared under contract for commercial use by Company; (b) intended to be used for multiple purposes, editions and copies; and (c) to be revised, modified, redesigned, resized, or otherwise altered at Company's discretion. Employee also acknowledges and agrees that such actions will not constitute a defacement, mutilation, destruction, or prohibited alteration of any Creation. Without limiting Company's other rights and remedies, if, when acting within the scope of employment or otherwise on behalf of the Company, Employee uses or discloses its own or any third party's confidential information or intellectual property (or if any invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or violating the foregoing), Company will have and Employee hereby grants to Company a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.

f. Employee agrees to keep and maintain adequate and current written records of all Creations made or conceived by Employee (solely or jointly with others) during the term of employment. The records may be in the form of notes, sketches, drawings, flow charts, electronic

data or recordings, laboratory notebooks, or any other format. The records will be available to and remain the sole property of the Company at all times. Employee agrees not to remove such records from the Company's place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business. Employee agrees to deliver all such records (including any copies thereof) to the Company at the time of termination of employment (for any reason and under any circumstance) or as requested by the Company as provided for in Section 5.

**8. RIGHTS AND REMEDIES UPON BREACH.** If Employee breaches, or threatens to commit a breach of, any of the provisions of this Agreement, Employee agrees that, in aid of arbitration and as a provisional remedy (or permanent remedy ordered by an arbitrator), the Company shall have the right and remedy to have each and every one of the covenants in this Agreement specifically enforced and the right and remedy to obtain temporary and permanent injunctive relief and/or restraining orders, it being acknowledged and agreed by Employee that any breach or threatened breach of any of the covenants and agreements contained herein would cause irreparable injury to the Company and that money damages would not provide an adequate remedy at law to the Company. Moreover, if Employee breaches or threatens to commit a breach of this Agreement during Employee's employment with the Company, Employee may be subject to the immediate termination of Employee's employment. In any proceeding seeking to enforce Sections 1 through 7 of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, costs and expenses, including any expert fees, that were incurred by that party in connection with any such proceeding. Employee acknowledges and agrees that Employee's remedy, if any, for any breach of this Agreement will be solely in damages, and Employee will not be entitled to equitable relief by way of injunction or otherwise. Except as otherwise provided in this Agreement, rights and remedies under this Agreement or otherwise will be cumulative and none of them will be in limitation of any other right or remedy in law and/or equity.

**9. SEVERABILITY.** Employee acknowledges and agrees that (a) the covenants and agreements contained herein are reasonable and valid in geographic, temporal and subject matter scope and in all other respects, and do not impose limitations greater than are necessary to protect the goodwill, Proprietary Information, and other business interests of the Company; (b) if any arbitrator (or a court when the Company seeks a provisional remedy in aid of arbitration) subsequently determines that any of such covenants or agreements, or any part thereof, is invalid or unenforceable, the remainder of such covenants and agreements shall not thereby be affected and shall be given full effect without regard to the invalid portions; and (c) if any arbitrator (or a court when the Company seeks a provisional remedy in aid of arbitration) determines that any of the covenants and agreements, or any part thereof, is invalid or unenforceable because of the duration or scope of such provision, such arbitrator (or a court when the Company seeks a provisional remedy in aid of arbitration) shall have the power to reduce the duration or scope of such provision, as the case may be, and, in its reduced form, such provision shall then be enforceable to the maximum extent permitted by applicable law. Employee intends to and hereby confers jurisdiction to enforce each and every one of the covenants and agreements contained in Sections 1 through 7 of this Agreement upon the arbitrators (or courts when the Company seeks a provisional remedy in aid of arbitration) of any jurisdiction within the geographic scope of such covenants and agreements, and if the arbitrator (or a court when the Company seeks a provisional



remedy in aid of arbitration) in any one or more of such jurisdictions hold any such covenant or agreement unenforceable by reason of the breadth or scope or otherwise, it is the intention of Employee that such determination shall not bar or in any way affect the Company's right to the relief provided above in any other jurisdiction within the geographic scope of such covenants and agreements, as to breaches of such covenants and agreements in such other respective jurisdictions, such covenants and agreements as they relate to each jurisdiction being, for this purposes, severable into diverse and independent covenants and agreements.

**10. CONFIRMATION OF AT-WILL EMPLOYMENT.** Unless Employee and the Company have otherwise entered into an express, written employment contract or agreement for a specified term, Employee and the Company acknowledge and agree that: (a) Employee's employment with the Company is and shall be at all times on an at-will basis, and the Company or Employee may terminate Employee's employment at any time, for any reason, with or without cause or advance notice; (b) nothing in this Agreement or in the Company's employee manuals, handbooks or other written materials, and no oral statements or representations of any Company officer, director, agent or employee, create or are intended to create an express or implied contract for employment or continuing employment; (c) nothing in the Agreement obligates the Company to hire, retain or promote Employee; (d) all definitions, terms and conditions of this Agreement apply for purposes of this Agreement, and for no other purpose, and do not alter or otherwise effect the at-will status of Employee's employment with the Company; and (e) no representative of the Company has any authority to enter into any express or implied, oral or written agreements that are contrary to the terms and conditions of this Agreement or to enter into any express or implied contracts for employment (other than for at-will employment) except for the Chief Executive Officer ("CEO") or Chief Operating Officer ("COO"), and any agreement between Employee and the CEO or COO must be in writing and signed by Employee and the CEO or COO.

**11. INFORMATION ON COMPANY PREMISES.** Employee acknowledges that, by virtue of Employee's employment with the Company, Employee will have use of the premises and equipment of the Company including the electronic mail systems, the computer system, internet access, and the voicemail system (collectively, the "Company Information Systems"). Employee acknowledges and agrees that (a) the Company Information Systems shall be used solely for company business and shall not be used for personal business, (b) Employee has no right to privacy in any matter, file or information that is stored or transmitted on the Company Information Systems, or in any third party email services that are used for Company or work related to the Company purposes, and (c) the Company reserves the right to monitor or inspect any matter or file Employee sends, stores, receives, or creates on the Company Information Systems, or on any third party email services that are used for Company or work related to the Company purposes, with or without notice, even if they contain Employee's personal information or materials. Employee understands and acknowledges that the Company requires this right as part of its protection of intellectual property, in case of harassment claims, and in the general course of conducting business practices ethically. Employee agrees that it shall not modify, reverse engineer, decompile, create other works from, disassemble any software programs contained in the Proprietary Information of the Company, or attempt any of the foregoing, either directly or indirectly, unless expressly authorized in writing by Company.

**12. GOVERNING LAW/JURISDICTION.** This Agreement shall be construed, interpreted, and governed in accordance with the laws of the State of California, without giving effect to the principles of conflict of laws. Employee consents to the exclusive personal and subject matter jurisdiction of the state and federal courts of the State of California located in the City of Los Angeles, California and agrees to accept service of process by mail, and waives any jurisdictional or venue defenses available to Employee. Employee further agrees that any judgment (including a judgment by default) which may be obtained against Employee in a state or federal court located in the State of California will be binding upon Employee with the same force and effect as if entered or obtained in a jurisdiction in which Employee is doing business or is domiciled.

**13. ENTIRE AGREEMENT; MODIFICATION; NO WAIVER; COUNTERPARTS.** This Agreement (a) represents the entire agreement of the Parties with respect to the subject matter hereof, (b) shall supersede any and all previous contracts, arrangements or understandings between the Parties hereto with respect to the subject matter hereof, and (c) may not be modified or amended except by an instrument in writing signed by each of the Parties hereto. The Company shall not be deemed hereby to have waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of the Company, it being understood that, even if Employee is an officer of the Company, Employee will not have authority to give any such authorizations or waivers for the Company under this Agreement without specific approval by the Board of Directors. Any subsequent change or changes in Employee's duties, obligations, rights or compensation will not affect the validity or scope of this Agreement. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

**14. PARTIES IN INTEREST; ASSIGNMENT; SURVIVAL.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement may transferred or conveyed (collectively referred to as "assign" and its derivatives), be assigned, in whole or in part, by operation of law or otherwise, by Employee. Any assignment in violation hereof shall be of no power or effect. The Company may sell, assign, and/or transfer all or any part of its right, title and interests in this Agreement without the prior consent of Employee, whether by operation of law or otherwise, in which case this Agreement shall remain in full force after such sale, assignment or other transfer and may be enforced by (a) any successor, assignee or transferee of all or any part of the Company's business as fully and completely as it could be enforced by the Company if no such sale, assignment or transfer had occurred, and (b) the Company in the case of any sale, assignment or other transfer of a part, but not all, of the business. The benefits under this Agreement shall inure to and may be enforced by the Company, and its parent, subsidiary and affiliated corporations and entities, and their successors, transferees and assigns. Employee's duties and obligations under this Agreement shall survive the termination of Employee's employment with the Company as follows: (i) with respect to Proprietary Information other than Trade Secrets or Personal Information, and shall continue for five (5) years following the date of cessation of engagement; (ii) with respect to Trade Secrets, for so long as the information is considered by Company to be a Trade Secret and for so long as a court of law of no further appeal

has not determined that the trade secret status of the information has been lost; and, (iii) with respect to Personal Information, forever.

**15. NOTIFICATION TO NEW EMPLOYER.** Employee understands that the various terms and conditions of this Agreement shall survive and continue after Employee's employment with the Company terminates. Accordingly, Employee hereby expressly agrees that Employee shall inform any entity or person with whom Employee may seek to enter into a business relationship (whether as an owner, employee, independent contractor or otherwise) of Employee's contractual obligations under this Agreement. Further, the Company may inform Employee's new employer regarding Employee's duties and obligations under this Agreement. Upon written request by the Company, Employee shall respond to the Company in writing regarding the status of Employee's employment or retention, or proposed employment or retention by any party during the period that Employee's obligations are ongoing hereunder.

**16. TERMINATION CERTIFICATION.** In the event of termination of employment (for any reason and under any circumstance), Employee agrees to sign and deliver the "Termination Certification" attached hereto as Exhibit C; however, Employee's failure to sign and deliver the Termination Certification shall in no way diminish Employee's continuing obligations under this Agreement.

**17. NOTICES.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at the address specified by the party to be notified, and if none specified, at the most recent address set forth in the Company's books and records.

**18. ELECTRONIC DELIVERY.** Nothing herein is intended to imply a right to participate in any of the Company's equity incentive plans, however, if Employee does participate in such plan(s), the company may, in its sole discretion, decide to deliver any documents related to my participation in the Company's equity incentive plan(s) by electronic means or to request Employee's consent to participate in such plan(s) by electronic means. Employee hereby consents to receive such documents by electronic delivery and agree, if applicable, to participate in such plan(s) through an on-line or electronic system established and maintained by the Company or a third party designated by the Company

**19. OWNERSHIP; INDEMNITY.** Employee and its successors and assigns hereby: (i) represent and warrant to Company that Employee has good title and ownership of the copyrights and other rights in any and all Creations, that said title and rights are free of liens, encumbrances, rights and restrictions, and that Employee has not produced any Creation that infringes upon the copyrights, trademarks, patent or other rights of a third party, and Employee will not produce any work product in connection with its employment that infringes upon the copyright, trademark, patent or other rights of a third party; and (ii) agree to indemnify, hold harmless and defend Company against any and all claims, damages or liabilities including attorneys' fees arising out of or related to any breach or alleged breach of Employee's representations and warranties in this Agreement or Employee's duty of confidentiality set forth in this Agreement.

**20. ADVICE OF COUNSEL.** EMPLOYEE ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, EMPLOYEE HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND EMPLOYEE HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

**21. COMPANY POLICY.** The foregoing provisions of this Agreement are binding upon Employee and the Company irrespective of whether Employee and/or the Company signs this Agreement. The terms and conditions of this Agreement describe some of the Company's policies and procedures and supplement such policies and procedures set forth in the Company's employee handbook and other policy and procedure statements or communications of the Company. Employee's and the Company's signatures on this Agreement confirms Employee's and the Company's knowledge of such policies and procedures and Employee's and the Company's agreement to comply with such policies, procedures, and terms and conditions of employment and/or continuing employment; however, Employee and the Company are bound by this Agreement, regardless of whether Employee or the Company signs this Agreement. Employee affirmatively represents that Employee has other comparable employment opportunities available to Employee (other than employment with the Company) and Employee freely and voluntarily enters into this Agreement and agrees to be bound by the foregoing without any duress or undue pressure whatsoever and without relying on any promises, representations or warranties regarding the subject matter of this Agreement except for the express terms of this Agreement.

To acknowledge Employee's receipt of this Agreement, Employee has signed this acknowledgement effective as of the Effective Date

[Signature page to follow.]

Signature Page to Proprietary Information and Creation Assignment Agreement – Employee

ZESTFINANCE, INC.	Employee
By: Jeanine Percival Wright Its: Secretary	By:
	Print Name
	Street Address
	City, State Zip

**EXHIBIT A**

**Reserved Creations; Related Agreements or Arrangements; Conflicting Agreements**

**[none, unless otherwise specified] CREATIONS**

Title	Date of Conception	Identifying No. and Description	Other Inventors/Authors Involved

**OTHER AGREEMENTS**

## **EXHIBIT B**

### **California Labor Code Section 2870**

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
- (2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

## **EXHIBIT C**

### **TERMINATION CERTIFICATION**

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to ZestFinance, Inc., a Delaware corporation, its subsidiaries, affiliates, successors or assigns (collectively, the "Company").

I further certify that I have complied with all the terms of the Company's Proprietary Information and Creation Assignment Agreement signed by me, including the reporting of any Creations (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement, and I acknowledge my continuing obligations under that agreement.

I further agree that, in compliance with the Proprietary Information and Creation Assignment Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that for twelve (12) months from the date of this Certification, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.

Further, I agree that I shall not use any Proprietary Information of the Company to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

Further, I acknowledge that the Company has valuable Trade Secrets (as defined by applicable law from time to time) to which I have had access. I understand that the Company intends to vigorously pursue its rights under applicable Trade Secrets law if, during a period of twelve (12) months from the date of this Certification, I solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. Thereafter, the Company intends to vigorously pursue its rights under applicable Trade Secrets law as the circumstances warrant.




Acknowledged and agreed as of the date indicated below.

Date: \_\_\_\_\_

EMPLOYEE

\_\_\_\_\_  
Signature

Signature Page to Proprietary Information and Creation Assignment Agreement – Employee

ZESTFINANCE, INC.	Employee
By: Jeanine Percival Wright Its: Secretary 	<u>Carlos Alberto Huertas Villegas</u> By:
	<u>Carlos Alberto Huertas Villegas</u> Print Name
	<u>Sancti 4805, Puerta del Sol</u> Street Address
	<u>Tijuana, Baja California, Mexico, 22207</u> City, State Zip

**ZESTFINANCE, INC.**

**CONFIDENTIAL INFORMATION AND  
INVENTION ASSIGNMENT AGREEMENT**

*Employee Name:* Yachen Yan

*Effective Date:* May 29, 2015

As a condition of my becoming employed (or my employment being continued) by ZestFinance, Inc., a Delaware corporation, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. **Relationship.** This Confidential Information and Invention Assignment Agreement (this "Agreement") will apply to my employment relationship with the Company. If that relationship ends and the Company, within a year thereafter, either reemploys me or engages me as a consultant, I agree that this Agreement will also apply to such later employment or consulting relationship, unless the Company and I otherwise agree in writing. Any such employment or consulting relationship between the Company and me, whether commenced prior to, upon or after the date of this Agreement, is referred to herein as the "Relationship."

2. **Duties.** I will perform for the Company such duties as may be designated by the Company from time to time or that are otherwise within the scope of the Relationship and not contrary to instructions from the Company. During the Relationship, I will devote my entire best business efforts to the interests of the Company and will not engage in other employment or in any activities detrimental to the best interests of the Company without the prior written consent of the Company.

3. **Confidential Information.**

(a) **Protection of Information.** I understand that during the Relationship, the Company intends to provide me with information, including Confidential Information (as defined below), without which I would not be able to perform my duties to the Company. I agree, at all times during the term of the Relationship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform my obligations to the Company under the Relationship, and not to disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any Confidential Information that I obtain, access or create during the term of the Relationship, whether or not during working hours, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved. I further agree not to make copies of such Confidential Information except as authorized by the Company.

(b) **Confidential Information.** I understand that "Confidential Information" means information and physical material not generally known or available outside the Company

and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation: (i) Company Inventions (as defined below); and (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and consultants of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, suppliers and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the Relationship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to me by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

(c) **Third Party Information.** My agreements in this Section 3 are intended to be for the benefit of the Company and any third party that has entrusted information or physical material to the Company in confidence. I further agree that, during the term of the Relationship and thereafter, I will not improperly use or disclose to the Company any confidential, proprietary or secret information of my former employer(s) or any other person, and I agree not to bring any such information onto the Company's property or place of business.

(d) **Other Rights.** This Agreement is intended to supplement, and not to supersede, any rights the Company may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

#### 4. **Ownership of Inventions.**

(a) **Inventions Retained and Licensed.** I have attached hereto, as Exhibit A, a complete list describing with particularity all Inventions (as defined below) that, as of the Effective Date: (i) I made, and/or (ii) belong solely to me or belong to me jointly with others or in which I have an interest, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Inventions at the time of signing this Agreement, and to the extent such Inventions do exist and are not listed on Exhibit A, I hereby forever waive any and all rights or claims of ownership to such Inventions. I understand that my listing of any Inventions on Exhibit A does not constitute an acknowledgement by the Company of the existence or extent of such Inventions, nor of my ownership of such Inventions. I further understand that I must receive the formal approval of the Company before commencing my Relationship with the Company.

(b) **Use or Incorporation of Inventions.** If in the course of the Relationship, I use or incorporate into a product, service, process or machine any Invention not covered by Section 4(d) of this Agreement in which I have an interest, I will promptly so inform the Company in writing. Whether or not I give such notice, I hereby irrevocably grant to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Invention and to make, have

made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute such Invention under all applicable intellectual property laws without restriction of any kind.

(c) **Inventions.** I understand that "Inventions" means discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. I understand this includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. I understand that "Company Inventions" means any and all Inventions that I may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of the Relationship, except as otherwise provided in Section 4(g) below.

(d) **Assignment of Company Inventions.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title and interest throughout the world in and to any and all Company Inventions and all patent, copyright, trademark, trade secret and other intellectual property rights therein. I further acknowledge that all Company Inventions that are made by me (solely or jointly with others) within the scope of and during the period of the Relationship are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by my salary. I hereby waive and irrevocably quitclaim to the Company or its designee any and all claims, of any nature whatsoever, that I now have or may hereafter have for infringement of any and all Company Inventions. Any assignment of Company Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "Moral Rights"). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

(e) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Company Inventions made or conceived by me (solely or jointly with others) during the term of the Relationship. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, or any other format. The records will be available to and remain the sole property of the Company at all times. I agree not to remove such records from the Company's place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business. I agree to deliver all such records (including any copies thereof) to the Company at the time of termination of the Relationship as provided for in Sections 5 and 6.

(f) **Patent and Copyright Rights.** I agree to assist the Company, or its designee, at its expense, in every proper way to secure the Company's, or its designee's, rights in the Company Inventions and any copyrights, patents, trademarks, mask work rights, Moral Rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect

thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive and agree never to assert such rights, and in order to assign and convey to the Company or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Company Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue during and at all times after the end of the Relationship and until the expiration of the last such intellectual property right to expire in any country of the world. 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 in my behalf and stead to execute and file any such instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright, mask work and other registrations related to such Company Inventions. This power of attorney is coupled with an interest and shall not be affected by my subsequent incapacity.

(g) **Exception to Assignments.** I understand that the Company Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention which qualifies fully for exclusion under the provisions of applicable state law, if any, attached hereto as Exhibit B. In order to assist in the determination of which inventions qualify for such exclusion, I will advise the Company promptly in writing, during and after the term of the Relationship, of all Inventions solely or jointly conceived or developed or reduced to practice by me during the period of the Relationship.

5. **Company Property; Returning Company Documents.** I acknowledge and agree that I have no expectation of privacy with respect to the Company's (or Company's third party providers') telecommunications, networking or information processing systems (including, without limitation, files, e-mail messages, and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored or reviewed at any time without notice. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. I agree that, at the time of termination of the Relationship, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by me pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns.

6. **Termination Certification.** In the event of the termination of the Relationship, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit C; however, my failure to sign and deliver the Termination Certification shall in no way diminish my continuing obligations under this Agreement.

7. **Notice to Third Parties.** I agree that during the periods of time during which I am restricted in taking certain actions by the terms of this Agreement (the "Restriction Period"), I shall inform any entity or person with whom I may seek to enter into a business relationship (whether as an owner, employee, independent contractor or otherwise) of my contractual obligations under this Agreement. I also understand and agree that the Company may, with or without prior notice to me and during or after the term of the Relationship, notify third parties of my agreements and obligations under this Agreement. I further agree that, upon written request by the Company, I will respond to the Company in writing regarding the status of my employment or proposed employment with any party during the Restriction Period.

8. **Solicitation of Employees, Consultants and Other Parties.** As described above, I acknowledge and agree that the Company's Confidential Information includes information relating to the Company's employees, consultants, customers and others, and that I will not use or disclose such Confidential Information except as authorized by the Company. I further agree as follows:

(a) **Employees, Consultants.** I agree that during the term of the Relationship, and for a period of twelve (12) months immediately following the termination of the Relationship for any reason, whether with or without cause, I shall not, directly or indirectly, solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.

(b) **Other Parties.** I agree that during the term of the Relationship, I will not negatively influence any of the Company's clients, licensors, licensees or customers from purchasing Company products or services or solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company, without the written (or email) consent of the Company. The Company shall determine, in its sole and absolute discretion, whether any such activity is competitive. In addition, I acknowledge that the Company has valuable Trade Secrets (as defined by applicable law from time to time) to which I will have access during the term of the Relationship. I understand that the Company intends to vigorously pursue its rights under applicable Trade Secrets law if, during a period of twelve (12) months immediately following the termination of the Relationship for any reason, whether with or without cause, I solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. Thereafter, the Company intends to vigorously pursue its rights under applicable Trade Secrets law as the circumstances warrant.

9. **At-Will Relationship.** I understand and acknowledge that, except as may be otherwise explicitly provided in a separate written agreement between the Company and me, my Relationship with the Company is and shall continue to be at-will, as defined under applicable law, meaning that either I or the Company may terminate the Relationship at any time for any reason or no reason, without further obligation or liability, other than those provisions of this Agreement that explicitly continue in effect after the termination of the Relationship.

10. **Representations and Covenants.**

(a) **Facilitation of Agreement.** I agree to execute promptly, both during and after the end of the Relationship, any proper oath, and to verify any proper document, required to carry out the terms of this Agreement, upon the Company's written request to do so.

(b) **No Conflicts.** I represent that my performance of all the terms of this Agreement does not and will not breach any agreement I have entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by me in confidence or in trust prior to or during the Relationship. I will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. I will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party. I acknowledge and agree that I have listed on Exhibit A all agreements (e.g., non-competition agreements, non-solicitation of customers agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.), if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties for the Company or any obligation I may have to the Company. I agree not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

(c) **Voluntary Execution.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement, that I understand and have voluntarily accepted such provisions, and that I will fully and faithfully comply with such provisions.

11. **Electronic Delivery.** Nothing herein is intended to imply a right to participate in any of the Company's equity incentive plans, however, if I do participate in such plan(s), the Company may, in its sole discretion, decide to deliver any documents related to my participation in the Company's equity incentive plan(s) by electronic means or to request my consent to participate in such plan(s) by electronic means. I hereby consent to receive such documents by electronic delivery and agree, if applicable, to participate in such plan(s) through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

12. **General Provisions.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to the principles of conflict of laws.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to its subject matter and merges all prior discussions between us. No amendment to this Agreement will be effective unless in writing signed by both parties to this Agreement. The Company shall not be deemed hereby to have



waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of the Company, it being understood that, even if I am an officer of the Company, I will not have authority to give any such authorizations or waivers for the Company under this Agreement without specific approval by the Board of Directors. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(c) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

(d) **Severability.** If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected. The Company and I have attempted to limit my right to use, maintain and disclose the Company's Confidential Information, and to limit my right to solicit employees and customers only to the extent necessary to protect the Company from unfair competition. Should a court of competent jurisdiction determine that the scope of the covenants contained in Section 8 exceeds the maximum restrictiveness such court deems reasonable and enforceable, the parties intend that the court should reform, modify and enforce the provision to such narrower scope as it determines to be reasonable and enforceable under the circumstances existing at that time.

(e) **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of the Company, its successors, and its assigns.

(f) **Remedies.** I acknowledge and agree that violation of this Agreement by me may cause the Company irreparable harm, and therefore agree that the Company will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security (or, where such a bond or security is required, I agree that a \$1,000 bond will be adequate), in addition to and without prejudice to any other rights or remedies that the Company may have for a breach of this Agreement.

(g) **Advice of Counsel.** I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

*[Signature Page Follows]*

The parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date first above written.

**THE COMPANY:**

ZESTFINANCE, INC.

By: \_\_\_\_\_

(Signature)

Name: Laura B. Gowen

Title: General Counsel

Address:

6636 Hollywood Blvd.

Los Angeles, California 90028

Date: \_\_\_\_\_

6-5-2015

**EMPLOYEE:**

Yachen Yan

(Name)

Yachen Yan

(Signature)

Address:

55 Beaver Road

Piscataway, NJ, 08854

Date: \_\_\_\_\_

June 1, 2015

**EXHIBIT A**

**LIST OF PRIOR INVENTIONS  
AND ORIGINAL WORKS OF AUTHORSHIP  
EXCLUDED UNDER SECTION 4(a) AND CONFLICTING AGREEMENTS  
DISCLOSED UNDER SECTION 10(b)**

The following is a list of (i) all Inventions that, as of the Effective Date: (A) I made, and/or (B) belong solely to me or belong to me jointly with others or in which I have an interest, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company and (ii) all agreements, if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties for the Company or any obligation I may have to the Company:

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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X Except as indicated above on this exhibit, I have no inventions, improvements or original works to disclose pursuant to Section 4(a) of this Agreement and no agreements to disclose pursuant to Section 10(b) of this Agreement

       Additional sheets attached

Signature of Employee: Yachen Yan

Print Name of Employee: Yachen Yan

Date: June 1, 2015

## **EXHIBIT B**

Section 2870 of the California Labor Code is as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

## EXHIBIT C

### TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to ZestFinance, Inc., a Delaware corporation, its subsidiaries, affiliates, successors or assigns (collectively, the "Company").

I further certify that I have complied with all the terms of the Company's Confidential Information and Invention Assignment Agreement signed by me, including the reporting of any Inventions (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement, and I acknowledge my continuing obligations under that agreement.

I further agree that, in compliance with the Confidential Information and Invention Assignment Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that for twelve (12) months from the date of this Certification, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.

Further, I agree that I shall not use any Confidential Information of the Company to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

Further, I acknowledge that the Company has valuable Trade Secrets (as defined by applicable law from time to time) to which I have had access. I understand that the Company intends to vigorously pursue its rights under applicable Trade Secrets law if, during a period of twelve (12) months from the date of this Certification, I solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. Thereafter, the Company intends to vigorously pursue its rights under applicable Trade Secrets law as the circumstances warrant.

Date: .....

**EMPLOYEE:**

.....  
(Name)

.....  
(Signature)