

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6691358

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ANTHONY C. BACON	01/26/2021
MICHAEL W. PFEIFFER	02/09/2021
JACK HINKENS	10/20/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WOLF TOOTH COMPONENTS, LLC
<b>Street Address:</b>	3100 WEST PARK DRIVE
<b>City:</b>	BURNSVILLE
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55306
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29718634
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>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.</i>	
<b>Email:</b>	uspto.patents@dbclaw.com
<b>Correspondent Name:</b>	DICKE, BILLIG & CZAJA, PLLC
<b>Address Line 1:</b>	100 SOUTH FIFTH STREET
<b>Address Line 2:</b>	SUITE 2250
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402
<b>ATTORNEY DOCKET NUMBER:</b>	W1420.127.101
<b>NAME OF SUBMITTER:</b>	SCOTT A. LUND
<b>SIGNATURE:</b>	/SCOTT LUND/
<b>DATE SIGNED:</b>	05/04/2021
<b>Total Attachments: 15</b>	
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**ASSIGNMENT**

Whereas we, the below-named inventors, have made an invention entitled:

**TOOL SLEEVE**

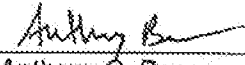
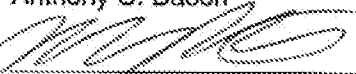
and have filed an application for Letters Patent of the United States of America based thereon having U.S. Application Serial No. 29/718,634, and filing date of December 26, 2019.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which is acknowledged, we have agreed to assign and transfer and do hereby assign and transfer unto **Wolf Tooth Components, LLC**, a corporation of **Minnesota**, having its principal office at **3100 West Park Drive, Burnsville, MN 55306**, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any division or continuation (in whole or in part) of said application, and in and to any and all improvements in the said invention made by us or any of us made jointly with others (provided any such improvement is made during our employment by the said Company or within one year thereafter), and in and to any and all Letters Patent, reexaminations, reissues, or extensions thereof, of the United States of America and countries foreign thereto (including the right to apply for Letters Patent, Utility Models, or Inventors' Certificates in foreign countries in its own name and to claim any priority rights for such foreign applications to which such applications are entitled under international conventions, treaties, or otherwise), which have been or may be granted thereon or on any divisional, continuation (in whole or in part), renewal, reexamination, reissue, or other or further application based in whole or in part upon the said invention or improvements thereon, to be held and enjoyed as fully exclusively as they would have been by us or any of us had this assignment and transfer not been made;

We do further agree for ourselves and for our heirs, executors, and administrators, to execute and deliver without further consideration any further applications, assignments, and documents, and to perform such other acts as we lawfully may, that may be deemed necessary by the said Company, its successors, assigns, and nominees, to fully secure its right, title, and interest as aforesaid and to obtain or maintain Letters Patent, Utility Models, or Inventors' Certificates in any and all countries;

And we do hereby authorize and request the Commissioner of Patents to issue any and all Letters Patent which may be granted upon any of the said applications, to the said Company as the assignee of the entire right, title, and interest therein.

In witness whereof, we have hereunto signed our names on the date(s) set forth below.

 Anthony C. Bacon	<u>1/26/2021</u> Date
 Michael W. Pfeiffer	<u>2-9-2021</u> Date
_____ Jack W. Hinkens	_____ Date

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made as of the 20 day of October, 2015 (the "Effective Date"), by and between Wolf Tooth Components, LLC, a Minnesota limited liability company (hereinafter referred to as "Employer"), and Jack Hinkens, an individual resident of the State of Minnesota (hereinafter referred to as "Employee").

WHEREAS, Employer has developed and uses commercially valuable proprietary information in connection with the design and manufacture of highly specialized bicycle components; and

WHEREAS, by virtue of the employment relationship with Employer hereby established, the Employee will acquire new techniques, art and ideas developed by Employer that are not available to non-employees of Employer; and

WHEREAS, to protect the legitimate interests of Employer, it is necessary for Employer to protect its proprietary information by holding such information confidential; and

WHEREAS, subject to the foregoing and to the terms and conditions of this Agreement, Employer desires to employ Employee, and Employee desires to be so employed; and

WHEREAS, Employer and Employee desire to set forth in writing the terms and conditions of their agreements and understandings.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and of the foregoing recitals, which are hereby incorporated herein and made a part hereof, the parties agree as follows:

1. Term of Employment. The Employer hereby employs Employee for the period commencing as of the Effective Date of this Agreement and continuing until either party shall provide a notice of termination to the other party pursuant to Section 3. Such period shall be referred to herein as the "Employment Period." Nothing in this Agreement is intended to provide nor shall this Agreement provide Employee with any contractual rights to employment for any period of time. Employee acknowledges that Employee's employment relationship with Employer is one of at-will employment. This means that either Employee or Employer may terminate the employment relationship at any time and for any reason, with or without cause.

2. Duties of Employee. The Employer hereby retains Employee to perform, and Employee shall perform, during the term of the Employment Period, such duties and functions as may be reasonably assigned from time to time by the Chief Manager or the board of governors of Employer. Employee covenants and agrees that, at all times during the term of this Agreement, the Employee shall devote Employee's full-time efforts to Employee's duties as set forth herein. Employee further covenants and agrees not to engage or participate, directly or indirectly, in any

activities at any time during the term of this Agreement in conflict with the best interests of Employer.

3. Notice of Termination. Except in the event of Employer's termination of Employee for cause, each party shall use reasonable efforts to provide two (2) weeks' advance written notice of termination to the other party. Such notice shall not be deemed to provide Employee with any contractual rights to employment for such notice period or any other period, or alter the at-will nature of the employment relationship created by this Agreement.

4. Return of Materials Upon Termination. Employee hereby agrees that upon termination of employment for any reason whatsoever: (i) Employee will return to Employer all papers, documents, and instruments placed in the Employee's custody or obtained during the course of employment by or from Employer, whether prepared by the Employee or others; (ii) Employee will not retain copies of such papers, documents or instruments for any purpose whatsoever, and shall not make or permit to be made, except in the pursuance of the Employee's duties hereunder, any copies, abstracts or summaries of the same; and (iii) Employee will delete any information pertaining to Employer on any computer or technology device not owned by Employer.

5. Base Salary. During the Employment Period, Employer shall pay to the Employee a base salary as described in compensation and benefits document, payable in accordance with Employer's usual payroll practices. The Employer may deduct all required federal and state income taxes, social security taxes and other payroll taxes.

6. Benefits. During the Employment Period, the Employee shall, consistent with normal conditions of qualification, be included in any fringe benefit programs of Employer now existing or established hereafter to the same extent as other similarly-situated employees.

7. Insurance. Employee agrees that Employer, in its discretion, may apply for and procure in its own name and for its own behalf, life insurance on Employee in an amount or amounts considered advisable, and Employee shall have no right, title, or interest therein. Employee further agrees to submit to any medical or any other examination, and to execute and deliver any application or other instrument in writing reasonably necessary to effectuate such insurance.

8. Restrictive Covenants.

(a) Non-Compete.

(1) Covenant Against Competition. In consideration of the other provisions of this Agreement and the promise of payments to be made pursuant to this Agreement, the Employee agrees to comply with the provisions of this Section, which provisions shall be referred to as the "Covenant Not To Compete."

- (i) During the term of this Covenant Not To Compete, the Employee agrees not, directly or indirectly, to divert any business from Employer or any affiliate or solicit any former or current customers of Employer or of any affiliate, including prospective customers with which Employee has had personal contact while employed by Employer or have been contacted by Employer during the preceding twenty-four (24) months. Employee acknowledges that all business goodwill generated in connection with the development and maintenance of such prospects and customers belongs to Employer.
  - (ii) Employee acknowledges that a substantial portion of the value of Employer consists of intellectual property, and that Employer expects to find markets for its products and services on a worldwide basis. Accordingly, during the term of this Covenant Not To Compete, Employee agrees not, directly or indirectly, to engage in any business which is in competition with Employer or any affiliate anywhere in the world. For purposes of this provision, the Employee will be deemed to engage in any business by being a shareholder (other than holding less than five percent (5%) of the shares of any publicly-held corporation), director, officer, partner, member, governor, manager, employee, consultant, independent contractor or serving in any capacity similar to the foregoing on behalf of said business.
  - (iii) During the term of this Covenant Not To Compete, the Employee agrees not, directly or indirectly, to solicit for employment or employ any employee of Employer or any affiliate.
  - (iv) For the avoidance of doubt, as used in this Agreement, "solicitation" shall include social networking, personal messaging or other communication via the Internet or mobile technology device.
- (2) Term of Covenant. The term of this Covenant Not To Compete shall commence immediately and continue for a period of one (1) year after Employee ceases to be employed by Employer or any affiliated entity. If there is a breach of this Covenant Not To Compete, then the term shall be extended so that the period of compliance with the restrictions of this Agreement shall be a full one (1) year.
  - (3) Remedies. The Employee agrees that if the Employee shall violate any of the covenants and agreements under this Covenant Not To Compete, Employer shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration or benefits which the Employee either directly or indirectly has realized and/or may realize or

any other entity has realized or may realize as a result of, growing out of or in connection with the violation of this Section. Such remedies shall be in addition to and not in limitation of any injunctive relief or any other remedies or rights to which Employer is or may be entitled to at law, in equity or under this Agreement. The parties hereby acknowledge and agree that the rights and obligations set forth in this Covenant Not To Compete are of a unique and special nature and that Employer therefore may be without an adequate remedy at law in the event of a violation by Employee of any of the covenants herein set forth. Employer and Employee agree, therefore, that each of the covenants made by Employee herein shall be specifically enforceable in equity. In addition to the foregoing, Employer shall be entitled to collect from Employee any reasonable attorney's fees and costs incurred in bringing any action against Employee or otherwise to enforce the terms of this Agreement, as well as any attorney's fees and costs for the collection of any judgments in Employer's favor arising out of this Agreement. Employee acknowledges and agrees that the failure of Employer to take action against any other employee for breach of any similar covenant against competition shall not operate as a waiver or otherwise prevent Employer from pursuing any claim against Employee for breach of this Covenant Not To Compete.

- (4) Reasonableness of Restrictions. The Employee agrees that considering the Employee's relationship and the degree of Employer's reliance on the terms of this Agreement, and given the other terms of this Agreement, that the restrictions set forth in this Covenant Not To Compete hereof are reasonable, and Employee knowingly and voluntarily waives Employee's right to argue that the restrictions are not reasonable. Employee represents and acknowledges that Employee's skills and experience are and will remain sufficiently broad so that future and subsequent employment and business interests as limited by the provisions of this Covenant Not To Compete will not be competitive to Employer. Employee acknowledges that such provisions are needed to protect the legitimate interests of Employer and are not a restriction on Employee's ability to earn a livelihood. Notwithstanding the parties' agreement that the restrictions in this Agreement are reasonable, in the event that any provision of this Section 8 relating to time periods and/or areas of restriction shall be declared by a court of competent jurisdiction to exceed the reasonable maximum time period or scope, including geographic area, or such court for any other reason determines the restrictions to be unenforceable as written, then the parties hereby request the court to "blue pencil" such restrictions so as to make them reasonable and enforceable.
- (5) Separate Claims. The parties agree that the existence of any claim by Employee against Employer shall be tried as a claim separate and apart from any action seeking an injunction herein and that such claim shall not be used as a bar or defense to such equitable relief.

(b) Non-Disclosure of Confidential Information. The Employee agrees not to directly or indirectly use or disclose Confidential Information (as hereinafter defined) for so long as said information retains the characteristics of Confidential Information as defined herein.

(1) Confidential Information. Confidential Information means any information or compilations of information that derives independent economic value from not being generally known or readily ascertainable by proper means. Confidential Information includes, but is not limited to, trade secrets, customer contracts, customer lists, customer identities, the identity of decision makers and their phone numbers, purchasing procedures, the identity of sources of supply, billing and collection practices and procedures, personnel policies and procedures, field operations policies and other third party procedures for satisfying OSHA requirements, compensation and fringe benefit programs, sales techniques, marketing plans and concepts, other sales, marketing and technical information, business plans and methods, computer software and programs, research and development, copyright work (models, processes, designs, drawings, plans and prototypes, inventions, devises, parts, improvements and other physical and intellectual property), management systems and procedures, financial and tax information and all information contained in personnel files. Employee agrees that if the Employee should divulge such Confidential Information and be charged with a violation of this Agreement, the Employee will not assert as a breach of confidentiality a defense to the effect that such information had subsequently become part of the public domain, or that it could have been assembled into a meaningful configuration from random information available to the public.

(2) Protection of Confidential Information. Employee acknowledges that Employer has taken reasonable measures to preserve the secrecy of its Confidential Information, including, but not limited to, requiring Employee to execute this Agreement. In addition, Employee agrees to take the following measures to protect Employer's Confidential Information:

(i) Confidential Information shall not be disclosed to persons outside the Employer, whether in written, oral or electronic form, including without limitation posting or uploading to Internet or mobile sites that may be used for social networking, blogging or other communications, or other online platforms on which information, ideas, personal messages, and other content are distributed. Any such electronic distribution is referred to herein as "Social Networking."



- (ii) Confidential Information shall not be used by Employee for his or her own benefit or the benefit of persons other than the Employer.
  - (iii) Employee agrees to immediately report to his or her supervisor any prohibited disclosure or use of Employer's Confidential Information by another person.
  - (iv) Whenever possible, Confidential Information shall be physically segregated and maintained in an area separate from non-confidential information.
  - (v) To the extent possible, only employees of the Employer shall be permitted access to areas in which Confidential Information is stored or used.
  - (vi) Whenever possible, Confidential Information shall be labeled as such.
  - (vii) When any third party has access to the facility in which Confidential Information is stored or used, care shall be taken to ensure that Confidential Information is not inadvertently disclosed.
- (3) Ownership. All documents and tangible items which contain or deal in any manner with Confidential Information are the property of Employer and shall remain the exclusive property of Employer along with all copies, recordings, abstracts, notes or reproductions of any kind made from or about the documents and tangible items or the information they contain. All sites or other platforms constituting Social Networking carried on by Employer relating to Employer's business, and all content therein, are the property of Employer, and any information published on such sites is governed by the confidentiality and nondisclosure covenants set forth in this Section 8.
- (4) Reasonableness of Confidentiality. The Employee agrees that the provisions of this Section are reasonable, considering the other provisions and terms of this Agreement.
- (5) Injunctive Relief. The parties to this Agreement agree that Employer's Confidential Information is unique, the unauthorized use or disclosure of which would confer irreparable harm on Employer, which irreparable harm may not be compensable entirely with monetary damages. The parties agree that injunctive relief is an appropriate remedy for breach of the provisions of this Section. Such injunctive relief shall be in addition to and not in limitation of any monetary relief or other remedies or rights to which Employer is or may be entitled to at law, in equity or under this Agreement.

(6) Accounting for Profits. The Employee agrees that if the Employee shall violate the provisions of this Section, Employer shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or benefits which the Employee directly or indirectly has realized and/or may realize or any other entity has realized or may realize as a result of, growing out of, or in connection with the Employee's breach of the provisions of this Section. Such remedies shall be in addition to and not in limitation of any injunctive relief or any other rights or remedies to which Employer is or may be entitled to at law, in equity or under this Agreement.

(c) Acknowledgment. Employee acknowledges that Employer's offer of at will employment is expressly conditioned upon Employee's acceptance of the terms of this Agreement. Employee enters into this Agreement in consideration for Employer's offer of at will employment and in consideration for the terms and conditions hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged. Employee represents and acknowledges that Employee and Employer agreed prior to the commencement of employment that the restrictive covenants set forth above are a condition precedent to Employee's employment with Employer, and that the terms and conditions of this Section are intended to reflect in writing the prior understanding of the parties with respect to the matters addressed herein. Employee further represents and acknowledges that Employee is free to enter into this Agreement and has not made and will not make any agreements in conflict with this Agreement or the restrictive covenants set forth above.

(d) Notice.

(1) Notice to Employer. Employee shall notify Employer, in writing, of any employment Employer accepts, or of any business in which Employee is engaged, whether or not in the Employee's opinion Employee is in violation of this Covenant Not To Compete. Such writing shall include the name and address of the employer, a description of the employer's business, and a description of Employee's duties or of the business in which Employee is engaged.

(2) Notice to Future Employers. Employee acknowledges that Employer shall have the unconditional right to deliver a copy of this Agreement to any person who associates with or intends to associate with Employee, including, without limitation, future employers of Employee.

9. Assignment of Inventions and Original Works.

(a) Inventions and Original Works Retained by Employee. Attached hereto as Exhibit A is a disclosure of all discoveries, concepts, ideas, inventions, original

works of authorship, developments, improvements, processes, methods, formulas, innovations, techniques, trade secrets or know-how (including all data and records pertaining thereto) that Employee has alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the date of this Agreement, that Employee considers to be Employee's property or the property of third parties and that Employee wishes to have excluded from the scope of this Agreement. If disclosure of an item on Exhibit A would cause Employee to violate any prior confidentiality agreement, Employee shall not disclose such item on Exhibit A but shall only disclose a cursory name for each such invention, a listing of the party or parties to whom it belongs and the fact that a greater disclosure as to such inventions has not been made for that reason. A space is provided on Exhibit A for such purpose. If no disclosure is attached, Employee represents that there are no such inventions.

(b) Inventions and Original Works Assigned to the Employer.

(1) Employee shall make prompt written disclosure to the Employer, shall hold in trust for the sole right and benefit of the Employer, and hereby assigns to the Employer all right, title and interest in and to any discoveries, concepts, ideas, inventions, original works of authorship, developments, improvements, processes, methods, formulas, innovations, techniques, trade secrets or know-how (including all data and records pertaining thereto) which Employee solely or jointly has conceived or reduced to practice, or conceives or reduces to practice, or causes to be conceived or reduced to practice, during the period of Employee's employment with the Employer, or within twelve (12) months thereafter, whether or not during regular working hours, relating either directly or indirectly to the business, products, practices, techniques of the Employer (hereinafter referred to as "Developments"). Employee, to the extent that Employee has the legal right to do so, hereby acknowledges that any and all of said Developments are the property of the Employer and hereby assigns and agrees to assign to the Employer any and all of Employee's right, title and interest in and to any and all of such Developments.

(2) All original works of authorship which are made by Employee (solely or jointly with others) within the scope of Employee's employment and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., section 101).

(c) Inventions and Original Works Assigned to the United States. Employee understands that the Employer may enter into agreements or arrangements with agencies of the United States Government, and that the Employer may be subject to laws and regulations which impose obligations, restrictions and limitations on it with respect to inventions and patents which may be acquired by it or which may be conceived or developed by employees, consultants or other agents rendering

services to it. Employee shall be bound by all such obligations, restrictions and limitations applicable to any such invention conceived or developed by Employee while Employee is employed by the Employer and shall take any and all further action which may be required to discharge such obligations and to comply with such restrictions and limitations.

(d) Obtaining Letters Patent, Copyright Registrations and Other Protections.

(1) Employee shall assist the Employer in every proper way to obtain and enforce United States and foreign proprietary rights relating to any and all inventions, original works of authorship, developments, improvements or trade secrets of the Employer in any and all countries. Employee will execute, verify and deliver such documents and perform such other acts (including appearing as a witness) as the Employer may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof. Employee shall execute, verify and deliver assignments of such proprietary rights to the Employer or its designee. Employee shall assist the Employer with respect to proprietary rights in any and all countries beyond the termination of Employee's employment, subject to Employee's compensation by the Employer at a reasonable rate after termination for the time actually spent by Employee at the Employer's request on such assistance.

(2) If the Employer is unable for any reason, after reasonable effort, to secure Employee's signature on any document needed in connection with the actions specified in the preceding paragraph, Employee hereby irrevocably designates and appoints the Employer and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and on behalf of Employee to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Employee. Employee hereby waives and quitclaims to the Employer any and all claims of any nature whatsoever which Employee now or may hereafter have for infringement of any proprietary rights assigned to the Employer in accordance with this Agreement.

(e) Future Developments. As to any future Developments made by Employee which relate to the business, products or practices of the Employer and which are first conceived or reduced to practice during the term of this Agreement, or within twelve (12) months thereafter, but which are claimed for any reason to belong to an entity or person other than the Employer, Employee shall promptly disclose the same in writing to the Employer and shall not disclose the same to any third party. If Employer makes no claim to ownership of such Developments within twenty (20) days, Employee hereby acknowledges that the Employer has made no

promise to receive and hold in confidence any such information disclosed by Employee.

- (f) Obligation to Keep the Employer Informed. In addition to Employee's obligations under Sections 9(b) and 9(e) above, during the Employment Period and for twelve (12) months after termination of employment for any reason, Employee shall promptly disclose to the Employer fully and in writing all patent applications filed by Employee or on Employee's behalf. Employee shall keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all proprietary information developed by Employee and all inventions made by Employee during the Employment Period, which records shall be available to and remain the sole property of the Employer at all times subject to the provisions hereof.
- (g) Use. The Employer shall also have the royalty-free right to use in its business, and to make, use, and sell products, processes and/or services derived from any Developments.
- (h) Limitation on Sections 9(b), 9(e) and 9(f). The provisions of Sections 9(b), 9(e) and 9(f) hereof shall not apply to any Development meeting the following conditions:
- (1) such Development was developed entirely on Employee's own time; and
  - (2) such Development was made without the use of any Employer equipment, supplies, facility or trade secret information; and
  - (3) such Development does not relate (i) directly to the business of the Employer, or (ii) to the Employer's actual or demonstrably anticipated research or development; and
  - (4) such Development does not result from any work performed by Employee for the Employer.
10. Miscellaneous Provisions.
- (a) Entire Agreement and Modifications. This Agreement supersedes all prior agreements and understandings between the parties, and it may not be changed or terminated orally. No modification, termination or attempted waiver of any of the provisions hereof shall be valid unless in writing signed by the party against whom same is sought to be enforced; provided, however, that Employee's compensation may be increased at any time by Employer without in any way affecting any of the terms and conditions of the Agreement, which in all respects shall remain in full force and effect.

- (b) Governing Law/Jurisdiction. This Agreement shall be subject to and governed by the laws of the State of Minnesota and all questions concerning the meaning and intention of the terms of this Agreement and concerning the validity thereof, and questions relating to performance hereunder, shall be determined and resolved in accordance with the laws of that State. Notwithstanding the fact that one or more of the parties now is or may hereafter become a resident of a different state, any litigation involving this Agreement or the enforcement of any arbitration award shall be venued in Minneapolis, Minnesota and the Employee and Employer who becomes or is a resident of any different state agrees to service of process by serving a copy on the Secretary of State of the State of Minnesota and mailing a copy thereof to the other party to this Agreement.
- (c) Arbitration. Any dispute arising out of or relating to this Agreement or the alleged breach of it, or the making of this Agreement, including claims of fraud in the inducement, shall be settled by binding arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be a retired state or federal judge or an attorney who has practiced business litigation for at least 10 years. If the parties cannot agree on an arbitrator within 20 days, any party may request that the chief judge of the District Court for Hennepin County, Minnesota select an arbitrator. Arbitration will be conducted pursuant to the provisions of this Agreement, and the Minnesota District Court Rules of Civil Procedure, except as limited by this paragraph (c), unless such rules are inconsistent with the provisions of this Agreement. Limited civil discovery shall be permitted for the production of documents and taking of depositions. Unresolved discovery disputes may be brought to the attention of the arbitrator who may dispose of such dispute. The arbitrator shall have the authority to award any remedy or relief that a court of this state could order or grant; provided, however, that punitive or exemplary damages shall not be awarded. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees, including attorneys' fees. Unless otherwise agreed by the parties, the place of any arbitration proceedings shall be Hennepin County, Minnesota.
- (d) Resolution of Certain Claims -- Injunctive Relief. Paragraph (c) above shall have no application to claims asserting a violation of Section 8 or seeking to enforce, by injunction or otherwise, the terms of Section 8. Such claims may be maintained by Employer in a court of competent jurisdiction. Employee acknowledges that it would be difficult to fully compensate Employer for damages resulting from any breach by Employee of the provisions of Section 8. Accordingly, the parties agree that, in addition to, but not to the exclusion of any other available remedy, Employer shall have the right to enforce the provisions of Section 8 by applying for and obtaining temporary and permanent restraining orders or injunctions from a court of competent jurisdiction without the necessity of filing a bond therefor, and without the necessity of proving actual damages.

- (e) Recovery of Litigation Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.
- (f) Notices. Any notices, demands, consents, requests or other communications which may be or are required to be given, served or sent by or obtained from any party to any other party pursuant to this Agreement must be in writing and must be (a) mailed by first-class mail, registered or certified, return receipt requested, postage prepaid, or (b) hand delivered personally by independent courier, addressed to such party's last known address as shown on the records of the Employer. Each party may designate by notice in writing a new address to which any notice, demand, consent, agreement, request or communication may thereafter be given, served or sent. Each notice, demand, consent, agreement, request or communication which is mailed, hand delivered or transmitted in the manner described above will be deemed received for all purposes at such time as it is delivered to the addressee (with the return receipt or the courier delivery receipt being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.
- (g) Further Acts. Each party agrees to perform any further acts and to execute and deliver any document which may be reasonably necessary to carry out the provisions of this Agreement.
- (h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument.
- (i) Severability of Provisions. Should any one or more parts of this Agreement be declared invalid through arbitration or by any court of competent jurisdiction for any reason, such decisions shall not affect the validity of any remaining portions, which shall remain in full force and effect as if this Agreement had been executed with the invalid parts thereof eliminated.
- (j) Waiver. Failure to insist upon strict compliance of any of the terms covenants, or conditions hereof shall not be deemed a waiver of such term, covenant or condition nor shall any waiver or relinquishment of any right or power hereunder, at any one time or times, be deemed a waiver or relinquishment of such right or power at any other time or times.
- (k) Parties. This Agreement shall be binding upon the Employee and the Employee's heirs, executors, administrators and assigns and shall inure to the benefit of Employer, its successors and assigns.

- (l) Survival of Representations and Obligations. All representations, covenants and agreements of the parties contained in this Agreement, or in any instrument, certificate, opinion, exhibit or other writing provided for in it, shall survive the execution of this Agreement.
- (m) No Conflict. Employee represents that Employee is not bound or restricted by a non-competition agreement, a confidentiality or non-disclosure agreement, or any other agreement, with a former employer or other third party, which would conflict with this Agreement or Employee's employment with Employer. Employee further agrees that Employee will not use any trade secrets or other intellectual property belonging to any third party while performing services for Employer.

*{Signature Page Follows}*



IN WITNESS WHEREOF, Employer has caused this Agreement to be executed by its duly authorized officer and the Employee has executed this Agreement, all effective as of the day and year first above written.

Employer:

WOLF TOOTH COMPONENTS, LLC

By: [Signature]  
Its: VP Co-Owner

Dated: 10-20, 2015

Employee:

[Signature]

Printed Name: Jack Henkens

Dated: 10-20, 2015