

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6748867

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ANTHONY DANNA	05/20/2020
RECEIVING PARTY DATA	
Name:	THREE SQUARE MARKET, INC.
Street Address:	3329 CASEY STREET
City:	RIVER FALLS
State/Country:	WISCONSIN
Postal Code:	54022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29735209
CORRESPONDENCE DATA	
Fax Number:	(715)386-6177
<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>	
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Email:	info@skinnerlaw.com
Correspondent Name:	JOEL D. SKINNER, JR.
Address Line 1:	212 COMMERCIAL ST
Address Line 4:	HUDSON, WISCONSIN 54016-1557
ATTORNEY DOCKET NUMBER:	TURNK146USA
NAME OF SUBMITTER:	JOEL D. SKINNER, JR.
SIGNATURE:	/Joel D. Skinner, Jr./
DATE SIGNED:	06/07/2021
Total Attachments: 18	
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ASSIGNMENT OF INVENTION RIGHTS FROM INVENTOR(S)

BACKGROUND INFORMATION

1. **PARTIES:**

Assignor(s)/Inventor(s): John Marks and Anthony Danna ("Assignor(s)")

Assignee: Three Square Market, Inc. ("Assignee")

2. **TITLE OF INVENTION:** ("Invention").

3. **INFORMATION RELEVANT TO INVENTION, if any ("X" apply):**

a patent issued (Patent No.: _____).

a US national patent application was filed (Application No.: 29/735,209)

a PCT International Application designating the U.S. was filed (Application No.: _____).

a US national patent application was executed, but not yet filed (Date: _____)

AGREEMENTS

In consideration of and in exchange for good and valuable consideration, the sufficiency and receipt of which is acknowledged, Assignor(s) agrees as follows:

1. Assignor(s) acknowledges that s/he/it is an original, first, and sole or joint inventor of the invention.
2. Assignor(s) assigns and transfers to Assignee, the entire right and title to the Invention, and to any and all patent applications filed thereon in the U.S. and foreign countries, and to claim priority of any and all patent applications, and to any and all divisions, continuations or continuations-in-part thereof, and to any and all regular applications based on any provisional application, and to any and all improvements in the Invention made by Assignor(s), or made jointly with others, and to any and all patents based thereon, in the U.S. and foreign countries, and to any and all reissues or extensions thereof.
3. Assignor(s) agrees to execute and deliver, without further consideration, any further documents, and to perform such other acts as they lawfully may, that may be deemed necessary by the Assignee, to secure its interest, and to obtain or maintain applications and/or patents in any and all countries.
4. Assignor(s) authorizes and requests the Commissioner of Patents and Trademarks to issue any and all patents which may be granted upon any and all applications referred to herein, to the Assignee.
5. Assignor(s) authorizes the Assignee to insert in this Assignment document the filing date, serial number, patent number and/or issue date of any patent application and/or patent referred to herein, when ascertained.
6. Assignor(s) acknowledges that s/he/it has the right to make this Assignment and that s/he/it has made no other assignment, license or other agreement affecting the rights conveyed.
7. This Assignment shall be binding upon and inure to the benefit of the Assignor(s) and the Assignee, and their heirs, successors and/or assigns.
8. This Assignment shall be governed and construed in accordance with the laws of the U.S. and the State of Wisconsin. Assignor(s) agrees to submit voluntarily to the jurisdiction and venue of any court situated in said State with respect to any dispute pertaining to this Assignment.

ASSIGNOR/INVENTOR NO. 1

JOHN MARKS

Date: _____

ASSIGNOR/INVENTOR NO. 2

ANTHONY D'ANNA

Date: 5/20/2020

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EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of the last date executed below between John Marks, an individual ("Employee"), and T.W. Vending Inc. and its affiliates Three Square Market, Inc., Three Square Chip, Inc., Three Square Market Limited, American Institutional Supply, Inc., and TKC Telecom LLC (collectively, the "Company").

In consideration of the mutual obligations and covenants set forth below, Employee and Company agree as follows:

1. **Employment.** The Company agrees to continue the employment of Employee as a Fabrication Shop Supervisor on an at-will basis. Employee will be required to follow all Company policies and procedures, and to devote his/her full time and attention to the Company. Employee also agrees to follow all federal, state and local laws during the pendency of his/her employment with the Company.
2. **Compensation and Benefits.**
 - a. **Base Salary:** Employee's gross base salary is \$63,150.00 "Base Salary" means regular cash compensation on a periodic basis exclusive of benefits, bonuses or incentive payments. Company will pay the Base Salary in accordance with its normal payroll practices, subject to state and federal taxes and any other applicable withholdings. The Base Salary may be reviewed and adjusted as may be determined from time to time by Company.
 - b. **Expenses:** The Company shall reimburse Employee for all out-of-pocket expenses reasonably incurred by him/her for the purpose of, and in connection with, his/her employment, subject to the Company's reimbursement policies, including its travel and entertainment policies, all as in effect from time to time. All itemized reimbursement shall be made after submission and approval of vouchers or other statements itemizing and justifying such expenses in reasonable detail in accordance with the established policies of the Company. All expenses for travel and entertainment will be paid through a corporate card if one is furnished to Employee. Employee agrees that should his/her job duties include the use of a Company credit card, (i) all equipment and other tangible property purchased with a Company credit card and not reimbursed by Employee shall be the property of the Company and (ii) Employee will promptly (y) report any personal expense charged to a Company credit card and (z) reimburse the Company for such personal expense, not later than the end of the current payroll period.
 - c. **PTO:** Employee shall be entitled to paid time off ("PTO") at a rate of 18 days each year, up to 5 days of which can be accrued or carried forward to future years after the end of each year.
 - d. **Employee Benefit Plans:** Employee is able to participate in any present or future group employee benefit plans for medical, dental, and vision.
3. **Non-Disclosure of Confidential Information.**
 - a. During Employee's employment with Company, he/she may be provided with access to "Confidential Information" (defined below) belonging to the Company and/or the

Company's affiliates (defined as all other entities, currently or hereafter, under common control with the Company or which are otherwise formed during Employee's employment to conduct the business of the Company (collectively, the "Company Affiliates")). Confidential Information includes the material identified directly below and the Company's "Work Product" and "Trade Secrets" (both defined further below), both of which are subject to additional obligations and limits relating to disclosure in addition to those applicable to Confidential Information. As used herein, the term "Confidential Information" means, but is not limited to, confidential and proprietary information of the Company as further described in this paragraph. It includes any information that Employee had access to or acquired from the Company regarding the Company's:

- i. lists of and information relating to current, former and prospective clients of the Company and/or the Company Affiliates; the names of representatives of the Company's clients responsible for entering into contracts with the Company; the financial arrangements between Company and such clients; prospective client information, correspondence, proposals, leads and referrals; client agreements and their terms and conditions; client correspondence and proposals; and client account records;
- ii. vendor and supplier information, such as the identity of Company's vendors and suppliers, their names and addresses, the names of representatives of the Company's vendors and suppliers responsible for entering into contracts with the Company, the financial arrangements between the Company and such vendors and suppliers, specific vendor and supplier needs and requirements, and leads and referrals to prospective vendors and suppliers;
- iii. sales, operating, and business reports; business and sales forecasts, market analyses, costs, sales and revenue reports, budgets, other financial data that relates to the management and operation of the Company (and Company Affiliates) and its products and services, and other analyses not publicly disclosed;
- iv. personnel information, including the identity of the Company's or the Company Affiliates' other employees, agents, independent contractors, consultants and representatives, their salaries, compensation, benefits, qualifications and abilities;
- v. attorney communications or work product;
- vi. pricing information and policies;
- vii. internal procedures, programs, reports and forms of the Company and the Company Affiliates; and
- viii. other confidential and proprietary information that allows the Company to compete successfully.

Confidential Information also includes any information or trade secrets that Employee may have acquired from a client or prospective client while employed by the Company that concerns the client's or prospective client's own business or dealings with the Company.

- b. Employee agrees that during Employee's employment with the Company and for a period of twenty-four (24) months after termination of Employee's employment for any reason, Employee (y) will not use any of the Confidential Information for any purpose other than in the course and scope of Employee's employment and for the exclusive benefit of the Company (or Company Affiliates) and (z) will not disclose the Confidential Information to any person, entity or venture that competes with the business of the Company ("Company Competitor") within the United States, which business presently includes hardware and software development. Employee acknowledges that the time and geographic restrictions contained in this Section are necessary and reasonable given that the Company is engaged in a highly competitive and national business.
- c. Nothing contained in this Agreement is intended to prohibit Employee from discussing with other employees, or with third parties who are not future employers or Company Competitors, Employee's wages, hours or other terms and conditions of employment in connection with protected collective activities under federal, state or local law, statute or regulation, including but not limited to the National Labor Relations Act, as may be amended from time to time. Additionally, nothing contained in this Agreement prohibits or prevents Employee from filing a charge with or participating, testifying, or assisting in any investigation, hearing, whistleblowing proceeding or other proceeding before any federal, state, or local government agency (e.g., EEOC, NLRB, SEC, etc.).
- d. During Employee's employment, Employee shall take all steps necessary (1) to ensure that the Confidential Information is kept secret and confidential and for the sole use and benefit of the Company, and, as applicable, Company Affiliates, (2) to ensure that the Confidential Information is not improperly used or disclosed, and (3) to comply with all applicable policies and procedures of the Company regarding the storage and security of all Confidential Information, whether in hard copy form or stored on computer disks or other electronic media. Employee also acknowledges that the Confidential Information is, and has been, the subject of efforts that are reasonable under the circumstances to maintain its confidentiality.
- e. Employee agrees that Company owns all Confidential Information and that all right, title and interest in and to the Confidential Information shall be the sole and exclusive property of the Company. Employee acknowledges and agrees that the Confidential Information is a special and unique asset of the Company and derives independent economic value, actual or potential, from not being generally known by the public or by other persons or entities who can obtain economic value from its disclosure. Employee further agrees that the disclosure of any Confidential Information to Company Competitors (or competitors of Company Affiliates), both during and after Employee's employment, or use of any Confidential Information for Employee's own benefit during or after employment would constitute misappropriation of the Confidential Information.

4. **Work Product.**

- a. **Work Product.** "Work Product" means all ideas, discoveries, programs, systems, methods, interfaces, protocols, databases, creations, artwork, articles, programming, processes, designs, inventions, improvements, branding and advertising concepts, expressions, innovations, and Trade Secrets (defined below), whether or not capable of being protected by patent, copyright, trade secret or other intellectual property right (collectively, "Intellectual Property Rights"), conceived by Employee while employed by the Company, whether formally or informally, compensated or uncompensated, or whether during regular working hours, provided such Work Product is related in some manner to the business (present or contemplated) of the Company. Work Product also includes that which is conceived by Employee while employed by the Company and conceived on the Company's time or with the Company's equipment, supplies, facilities, Confidential Information or Trade Secrets. Work Product does not include anything that was independently developed and has no relation to the business of the Company or Company Affiliates and meets the following criteria: (a) no equipment, supplies, facility, Confidential Information or Trade Secrets of the Company was used to develop the independent development; (b) the independent development was developed entirely on Employee's own time; (c) the independent development does not relate (1) to the business of the Company, or (2) to the Company's actual or demonstrably anticipated research or development; and (d) the independent development does not result from any work performed by Employee for the Company.
- b. **Ownership of Work Product and Intellectual Property Rights.** Employee acknowledges and agrees that Company owns all Work Product, and that all right, title and interest in and to all Work Product, as well as any and all Intellectual Property Rights therein and all improvements thereof, shall be the sole and exclusive property of the Company. The Company shall have the unrestricted right, in its sole and absolute discretion, whether or not to (a) use, commercialize or market any Work Product or (b) file an application for patent, copyright registration or any other Intellectual Property Rights and prosecute or abandon such application prior to issuance or registration. No royalty or other consideration shall be due or owing to the Employee now or in the future as a result of such activities.
- c. **Employee's agreement to assign any right, title and interest in Work Product and Intellectual Property Rights to Company.** Employee agrees to irrevocably assign to the Company, and its successors and assigns, for no additional consideration, the Employee's entire right, title and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim and recover for all past, present and future infringement, misappropriation or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Company's rights, title or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than the Company would have had in the absence of this Agreement. Additionally, Employee acknowledges that, by reason of being employed by the Company at the relevant times, to the extent permitted by law, all Work Product consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Company.

- d. Excluded Inventions. Employees agrees to identify in Schedule A all Inventions (defined as and all ideas, concepts, inventions, discoveries, developments, modifications, improvements, know-how, trade secrets, data, designs, diagrams, plans, specifications, methods, processes, techniques, formulas, algorithms, tools, works of authorship, derivative works, software, content, textual or artistic works, mask works, video, graphics, sound recordings, structures, products, prototypes, systems, applications, creations and technologies in any stage of development, whether or not patentable or reduced to practice and whether or not copyrightable), if any, that Employee wishes to exclude from the scope of this Agreement, including all Inventions made, conceived, discovered or developed (either alone or jointly with others) prior to Employee's employment by the Company (collectively, "Excluded Inventions"). By signing this Agreement, Employee represents and warrants that such list is complete and accurate, and Employee understands that by not listing an Invention Employee is acknowledging that such Invention was not made, conceived, discovered or developed prior to Employee's employment by the Company.
- e. Employee Inventions and Third-Party Inventions. Employee shall not, without prior written approval by the Company, make any disclosure to the Company of or incorporate into Company property or Company Work Product, any Invention owned by Employee or in which Employee has an interest ("Employee Invention") or owned by a third party. If, in the course of Employee's employment with Company, Employee makes any disclosure to the Company of or incorporates into Company property or Company Work Product an Employee Invention, with or without Company approval, the resulting innovation or technology produced by such combination will become Company-owned Work Product and will be subject to the Work Product obligations set forth in this Agreement. If Employee uses any Company resources in the development of an Employee Invention, Employee hereby grants and agrees to grant to Company a worldwide, nonexclusive, royalty-free, irrevocable, perpetual, transferable and sublicensable (through multiple tiers) license to make, have made, use, import, sell, offer to sell, practice any method or process in connection with, copy, distribute, prepare derivative works of, display, perform and otherwise exploit such Employee Invention and Employee agrees not to make any claim against the Company or Company Affiliates, suppliers or customers with respect to any such Employee Invention.
- f. Employee's agreement to obtain, perfect and transfer to Company the Work Product and Intellectual Property Rights. During Employee's employment with Company and for a period of seven (7) years after termination of Employee's employment, Employee agrees to reasonably cooperate with Company at Company's expense to (i) apply for, obtain, perfect and transfer to Company the Work Product as well as any and all Intellectual Property Rights in the Work Product in any jurisdiction throughout the world and (ii) maintain, protect and enforce the same, including, without limitation, giving testimony and executing and delivering to the Company any and all applications (past, present and future), oaths, declarations, affidavits, waivers, assignments and other documents and instruments as shall be requested by the Company.

5. Non-Disclosure of Trade Secrets.

a. During Employee's employment with the Company, he/she may be provided with access to the Company's Trade Secrets. As used herein, the term "Trade Secrets" means the Company's:

- i.** methods, processes, plans and strategies for doing business; expansion plans; management policies; product and service strategies; and training programs and methods;
- ii.** financial structure or performance, as well as any financial records reflecting such structure, profits or performance;
- iii.** marketing, advertising, public relations, social media and/or promotional strategies, programs, plans and methods;
- iv.** information regarding the specific product, personnel, financial, technological and business needs and requirements of the Company's clients;
- v.** any know-how and best practices, technical know-how, product development and initiatives;
- vi.** business knowledge and strategy not known to the public;
- vii.** proprietary hardware and software systems, and internally developed computer programs, code, and software; and
- viii.** inventions, creations, trademarks, and patents.

The term "Trade Secrets" does not include any information that is: (y) in the public domain at the time of disclosure by the Company to Employee or that subsequently comes into the public domain through no violation of this Agreement by Employee or similar agreements by other employees of the Company; or (z) already known by Employee through public sources at the time of its disclosure by the Company, as evidenced by written documentation existing prior to such disclosure

- b.** Employee agrees that during and after Employee's employment with the Company, Employee will not improperly disclose or use any of the Company's Trade Secrets, and agrees not to use any of the Company's Trade Secrets for any purpose other than in the course and scope of Employee's employment and for the exclusive benefit of the Company and Company Affiliates. Except for disclosure in the course and scope of Employee's employment with and on behalf of the Company, Employee will not, directly or indirectly, use, publish, disseminate, distribute or otherwise disclose any Company Trade Secrets to any other person, firm, corporation, partnership, association or other entity.
- c.** During Employee's employment, Employee shall take all steps necessary and all steps requested by the Company to ensure that the Trade Secrets are kept secret and confidential and for the sole use and benefit of the Company, and, as applicable, Company Affiliates, and to comply with all applicable policies and procedures of the Company regarding the storage and security of all Company Trade Secrets, whether in hard copy form or stored on computer disks or other electronic media. Employee also acknowledges that Company Trade Secrets are, and have been, the subject of efforts that are reasonable under the circumstances to maintain their confidentiality.

- d. Employee acknowledges and agrees that the Trade Secrets are special and unique assets of the Company and derive independent economic value, actual or potential, from not being generally known by the public or by other persons or entities who can obtain economic value from their disclosure. Employee further agrees that the disclosure of any Company Trade Secrets to Company's Competitors (or competitors of Company Affiliates), both during and after Employee's employment or use of any Company Trade Secrets for Employee's own benefit during or after employment would constitute misappropriation of the Trade Secrets. Pursuant to the other terms contained in this Agreement, Employee agrees that any improper use or disclosure will cause the Company irreparable injury, and Employee will not contest, and agrees to, the entry of any preliminary and permanent injunctions needed to protect or remedy any possible or actual improper use or disclosure.
- e. Notice of Rights Pursuant to Section 7 of the Defend Trade Secrets Act ("DTSA"): Notwithstanding any provisions in this Agreement or Company policy applicable to the unauthorized use or disclosure of Trade Secrets, Employee is hereby notified that, pursuant to Section 7 of the DTSA, Employee cannot be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a Trade Secret that is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law. Employee also may not be held liable for such disclosures made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, individuals who file a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the Trade Secret to the attorney of the individual and use the Trade Secret information in the court proceeding, if the individual files any document containing the Trade Secret under seal and does not disclose the Trade Secret, except pursuant to court order.
6. **Return of Documents and Materials.** Employee acknowledges that all documents, records and materials that Employee prepares in the course of Employee's employment, and Confidential Information, Trade Secrets, and Work Product that Employee may have access to, may be given or entrusted to Employee, or Employee may acquire knowledge of in the course of Employee's employment are and shall remain the sole property of the Company (or Company Affiliates, as applicable). If Employee's employment terminates for any reason, or upon demand, Employee shall immediately return or turn over all Confidential Information, Trade Secrets, and Work Product (and any copies thereof) in Employee's possession, custody or control, as well as any documents, records, notes, or other work product, materials, information including Company-owned account information and any passwords, and other property in Employee's possession, custody or control that is in any way connected with or derived from Employee's services to, or affiliation with, the Company. With respect to information stored electronically, all computers, thumb drives, phones, and other electronics data storage devices used to store Confidential Information, Trade Secrets, and Work Product will be returned to the Company. If any Confidential Information, Trade Secrets, or Work Product is stored on any device, email account or cloud storage location that is not owned by Company, Employee will tender the device or provide access to the account where the electronic data is stored to allow the Company to remove the Confidential Information, Trade Secrets, and Work Product.

7. **Covenant Not to Compete.**

- a. Employee acknowledges and agrees that the Company is engaged in a highly competitive and national business, and that by virtue of Employee's position and responsibilities with the Company and Employee's access to Confidential Information, Trade Secrets, and Work Product engaging in a business which is directly competitive with the Company will cause it great and irreparable harm.
- b. Accordingly, during the term of Employee's employment and for a period of eighteen (18) months after the termination of Employee's employment for any reason, Employee shall not, directly or indirectly, whether as an employee, employer, officer, director, operator, agent, independent contractor, consultant, stockholder, partner, owner, investor, advisor, joint venturer or otherwise, (i) within the Restricted Territory (as defined below) perform services of the same, similar or greater nature to those performed by Employee for the Company (collectively, "Services") for any person, entity or venture that competes with the business of the Company ("Company Competitor"), which business presently includes hardware and software development, or (ii) to the extent Employee's position with the Company entailed responsibility for one or more geographic territories within the United States, perform any Services for any Company Competitor anywhere in the United States if the Services to be provided to the Company Competitor involve all or a portion of the geographic territories for which Employee had direct or indirect responsibility during the twelve (12) months prior to Employee's termination of employment. For purposes of this Section, the Restricted Territory is defined as each county in which the Employee worked for the Company for more than three months (the "Employment County") and all counties adjacent to the Employment County.
- c. Employee agrees that this covenant not to compete is reasonable and necessary to protect the Company's legitimate business interests, including, without limitation, the Confidential Information, Trade Secrets, and Work Product of the Company, the substantial relationships between the Company and its customers, clients and candidates for placement, and the goodwill of the Company. Employee also agrees that the 18-month duration of this covenant not to compete is reasonable. Additionally, Employee acknowledges and agrees that the geographical limitation of this covenant not to compete also is reasonable and that the enforcement of this covenant not to compete, whether by injunctive relief, damages, or otherwise, is in no way contrary to the public health, safety and welfare.
- d. The ownership by Employee of not more than three percent of the shares of stock of any corporation having a class of equity securities actively traded on a national securities exchange, the NASDAQ National Market or The NASDAQ SmallCap Market shall not be deemed, in and of itself, to violate the prohibitions against competition in this Section.

8. **Non-Solicitation of Clients.**

- a. Employee acknowledges and agrees that solely by reason of employment by the Company, Employee has and will come into contact with a significant number of Company's clients, and will have access to Confidential Information, Trade Secrets, and Work Product regarding Company clients, and related information, including but

not limited to information regarding client contacts and representatives, client needs and requirements, and financial arrangements with clients, and will have access to and the benefit of good will developed by Company with its clients.

- b. Accordingly, during the term of Employee's employment and for a period of eighteen (18) months after the termination of Employee's employment for any reason, Employee will not directly or indirectly service or solicit clients of the Company for the purpose of selling or providing products and services of the type sold and provided by the Company, and for which Employee had responsibility or knowledge of or access to Company Confidential Information, Trade Secrets, or Work Product. This restriction shall apply only to those clients of the Company with whom Employee had contact during the two (2) years prior to the termination of his/her employment from the Company. For purposes of this Section, the term "contact" means interaction between Employee and the client which takes place to further the business relationship, or making sales to, or performing services for the client on behalf of the Company.
- c. Employee agrees that this covenant not to solicit clients is reasonable and necessary to protect the Company's legitimate business interests, including, without limitation, Company Confidential Information, Trade Secrets, Work Product, the substantial relationships between the Company and its clients, and the goodwill of the Company. Employee also agrees that the 18-month duration of this covenant not to solicit or service clients is reasonable and that the enforcement of this covenant not to solicit clients, whether by injunctive relief, damages, or otherwise, is in no way contrary to the public health, safety and welfare.

9. **Non-Solicitation of Employees.**

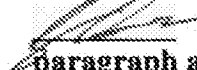
- a. Employee acknowledges and agrees that solely as a result of employment with the Company, and in light of the broad responsibilities of such employment which include working with other employees, contractors and consultants of the Company, Employee will come into contact with and acquire Confidential Information regarding other employees, contractors and consultants of the Company, and will develop relationships with those employees, contractors and consultants whom the Company has spent significant and incalculable resources developing.
- b. Accordingly, during the term of Employee's employment and for a period of eighteen (18) months after the termination of Employee's employment for any reason, Employee shall not, either on Employee's own account or on behalf of any person, company, corporation, or other entity, directly or indirectly, solicit any employee, contractor or consultant of the Company to leave employment with or service to the Company, or diminish their services to the Company. This restriction shall apply only to those employees, contractors and consultants of the Company with whom Employee came into contact during the last two (2) years of his or her employment with the Company and are either (i) involved in any technical aspect of the Company (that is, programming, designing products, or working with the Company's systems) or (ii) are paid a salary (versus on an hourly basis) signifying that they are involved in a technical aspect of the Company or are a high-level or key employee of the Company.

10. **Specific Performance; Injunction.** Employee acknowledges and agrees that compliance with the covenants set forth in this Agreement is necessary to protect the Confidential Information, Trade Secrets, Work Product, business, and goodwill of the Company, and that any breach of this Agreement will result in irreparable and continuing harm to the Company, for which money damages may not provide adequate relief. Accordingly, in the event of any breach or anticipatory breach of this Agreement by Employee, or Employee's claim in a declaratory judgment action that all or part of this Agreement is unenforceable, the parties agree that the Company shall be entitled to particular forms of relief as a result of such breach, in addition to any remedies otherwise available to it at law or equity, including injunctions, both preliminary and permanent, and enjoining or restraining such breach or anticipatory breach, and Employee hereby consents to the issuance thereof and without bond by any court of competent jurisdiction. Employee also agrees that the existence of any claim or cause of action that Employee may have against the Company, whether predicated on this Agreement or otherwise, shall not constitute a valid defense to the enforcement of the covenants and undertakings contained in this Agreement.
11. **Notice to New Employer.** Upon termination of Employee's employment for any reason, Employee hereby grants consent to notification by Company to Employee's new employer about Employee's rights and obligations under this Agreement.
12. **At-Will Employment.** EMPLOYEE UNDERSTANDS AND ACKNOWLEDGES THAT HIS/HER EMPLOYMENT WITH COMPANY IS FOR AN UNSPECIFIED DURATION AND CONSTITUTES "AT-WILL" EMPLOYMENT. EMPLOYEE ALSO UNDERSTANDS THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS OBTAINED IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF THE COMPANY. EMPLOYEE ACKNOWLEDGES THAT THIS EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT THE OPTION EITHER OF THE COMPANY OR THE EMPLOYEE.
13. **Notice of Resignation.** Employee agrees to provide Company with (180) days' notice prior to terminating Employee's employment with Company.
14. **No Third-Party Benefit or Gratuity.** Employee agrees that during the course of his/her employment with the Company, Employee will not accept or solicit, directly or indirectly, anything of economic value as a gift, gratuity, favor, entertainment or loan from any partner, vendor or customer of the Company without the Company's prior written consent, except for food or refreshments that are incidental to a business meeting, or unsolicited advertising or promotional material of nominal value.
15. **Non-Disparagement.** During the term of Employee's employment, Employee agrees to refrain from engaging in any conduct or pattern of conduct that involves the making or publishing, in all forms of communications, including but not limited to e-mails, chat rooms, instant messaging and all other forms of electronic communication, of any written or oral statements or remarks (including the repetition or distribution of derogatory rumors, allegations, negative reports, or comments), which are disparaging, deleterious, or damaging to the integrity, reputation, or goodwill of the Company, its employees or

the Company's affiliates (defined as all other entities, currently or hereafter, under common control with the Company or which are otherwise formed during Employee's employment to conduct the business of the Company (collectively, the "Company's Affiliates")). Nothing in this Section shall be construed to prevent Employee from properly exercising any right Employee may have under applicable law to discuss wages, working conditions, unionization or the like, including protected collective action under any federal, state or local law, statute or regulation, including but not limited to the National Labor Relations Act, as may be amended from time to time.

16. **Conflicting Employment.** Employee agrees that, during the term of his/her employment with the Company, Employee will devote his/her full time and efforts to the Company, and will not (a) engage in any other employment, occupation or consulting activity or (b) engage in any other activities that conflict with Employee's obligations to the Company.

17. **Waiver of Jury Trial.** Employee and Company irrevocably waive any right to trial by jury in any suit, action or proceeding under, in connection with or to enforce this Agreement.

 By initialing here, Employee acknowledges he/she has read this paragraph and agrees with the Waiver of Jury Trial provision.

18. **Arbitration.** All disputes involving the interpretation, construction, application or alleged breach of this Agreement and all disputes relating to the termination of Employee's employment with the Company shall be submitted to final and binding arbitration in River Falls, Wisconsin. The arbitrator shall be selected and the arbitration shall be conducted pursuant to the then most-recent Employment Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding, and any court of competent jurisdiction may enter judgment upon the award. All fees and expenses of the arbitrator shall be split evenly between the parties. The arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement and relevant federal, state and local laws, rules and regulations insofar as necessary to the determination of the dispute and to remedy any breaches of the Agreement and/or violations of applicable laws but shall not have jurisdiction or authority to alter in any way the provisions of this Agreement. The arbitrator shall have the authority to award attorney's fees and costs to the prevailing party but shall not have the authority to award the fees and expenses of the arbitrator to the prevailing party. The parties hereby agree that this arbitration provision shall be in lieu of any requirement that either party exhausts such party's administrative remedies under federal, state or local law. The parties further agree that this arbitration provision does not apply to any disputes relating to Employee's obligations (a) not to disclose confidential information or trade secrets of the Company, (b) to assign work product and intellectual property rights to the Company, (c) to return Company documents and materials, (d) not to perform services of the same, similar or greater nature for a competitor of the Company for a specific period of time and in a specific geographic region, (e) not to solicit Company clients, and (f) not to solicit the Company employees. The parties agree that disputes relating to matters (a) - (f) shall be litigated exclusively in the federal and state courts for St. Croix County, Wisconsin.

19. **Severability.** If any provision of this Agreement, or application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be unenforceable, such provision shall be enforced to the greatest extent permitted by law or, if necessary, severed and the remainder of this Agreement shall remain in full force and effect.
20. **Waiver.** No failure or delay by either the Company or Employee in exercising any right or remedy under this Agreement will waive any provision of the Agreement. Nor will any single or partial exercise by either the Company or Employee of any right or remedy under this Agreement preclude either of them from otherwise or further exercising these rights or remedies granted by any law or related document.
21. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between Company and Employee and supersedes all prior written or oral communications or agreements with respect to the matters contained in this Agreement. This Agreement may not be modified or amended, in whole or in part, except by a writing signed by Employee and a duly authorized representative of the Company other than Employee. Employee agrees that any subsequent change in his duties or compensation for employment will not affect the validity or scope of this Agreement.
22. **Counterparts.** This Agreement may be executed in any number of counterparts and, when so executed, all of such counterparts shall constitute a single instrument binding upon both parties notwithstanding the fact that both parties are not signatory to the original or to the same counterpart.
23. **Notices.** Any notice to be given hereunder may be delivered (i) in the case of the Company by first class mail addressed to its registered office and (ii) in the case of Employee, either to him/her personally or by first class mail to Employee's last known residence address. Notices served by mail shall be deemed given when they are mailed.
24. **No Inconsistent Obligations.** Employee is aware of no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Employee's employment with the Company. Employee represents that Employee is not a party to any other enforceable employment agreement, and that his/her employment and performance of duties under this Agreement does not and will not violate any covenant or agreement including but not limited to any covenant not to compete, non-solicitation clause or other similar restriction on his/her employment. Employee will not disclose or use during the period of Employee's employment with the Company, any proprietary or confidential information, trade secret, copyright or any other intellectual property belonging to a previous employer or other third party that Employee may have acquired because of employment with an employer other than the Company or acquired from any other third party, whether such information is in Employee's memory or embodied in a writing or other physical form. Employee represents and warrants that Employee has returned all property and confidential information belonging to all prior employers.

25. **Third-Party Beneficiaries.** To the extent that a Company Affiliate employs Employee, the parties acknowledge, understand and agree that Company entered into this Agreement on behalf of and for the benefit of the Company Affiliate, which employs Employee, and that, in addition to Company, the Company Affiliate (and Company's or Company Affiliate's permitted successors and assigns as set forth in the Section immediately below) is entitled to enforce all provisions hereof as if it were a signatory hereto. To the full extent required, if at all, Employee hereby waives any claim or defense that the Company is not a proper party to enforce this Agreement.
26. **Successors and Assigns; Assignment.** This Agreement shall be binding upon Employee, Employee's heirs, executors and administrators, and upon the Company, the Company's Affiliates, and their successors and assigns, and shall inure to the benefit of the Company, the Company's Affiliates, and their successors and assigns. This Agreement may not be assigned by Employee. This Agreement may be assigned to and/or enforced by the Company, the Company's Affiliates, and their successors and assigns at any time without the need for any additional action by the Company or Employee.
27. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.
28. **Headings.** The headings contained in this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and in no way define, limit or describe the intent of this Agreement or any provisions hereof.
29. **Construction.** This Agreement shall not be construed against any party by reason of the fact that the party may be responsible for the drafting of this Agreement or any provision hereof.
30. **Independent Counsel.** Employee has had an opportunity to seek independent legal advice on the legal effect of this Agreement and its terms. Employee has either done so or has decided not to do so and has voluntarily and knowingly waived such right.

EMPLOYEE REPRESENTS THAT HE/SHE HAS HAD AMPLE OPPORTUNITY TO REVIEW THIS AGREEMENT, AND ENTERS INTO THIS AGREEMENT VOLUNTARILY. EMPLOYEE ACKNOWLEDGES THAT HE/SHE UNDERSTANDS THAT THIS AGREEMENT CONTAINS IMPORTANT CONDITIONS PERTAINING TO HIS/HER EMPLOYMENT AND THAT IT CONTAINS POSSIBLE CONSEQUENCES, BOTH FINANCIAL AND LEGAL, IF EMPLOYEE BREACHES THE AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates noted below:

EMPLOYEE:

By: _____

Name: John Marks

Date: _____

COMPANY:

By: _____

Name: Tim Westby, CFO

Date: _____

**SCHEDULE A
EMPLOYEE DISCLOSURE**

1. PROPRIETARY INFORMATION

Except as set forth below, I acknowledge that at this time I know nothing about the Confidential Information or Trade Secrets of the Company other than information I have learned from the Company in the course of being hired or being employed:

.....

.....

(Check here _____ if continued on additional attached sheets)

2. EXCLUDED INVENTIONS

The following is a complete and accurate list of all Inventions I have made, conceived, discovered or developed prior to my employment with the Company, that are owned by me (either alone or jointly with others), which I wish to exclude from the scope of the Agreement:

.....

.....

(Check here _____ if continued on additional attached sheets)

3. FORMER AGREEMENTS

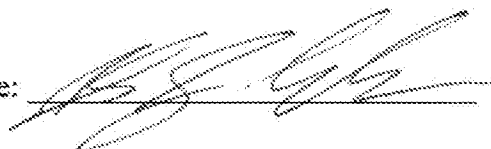
The following is a complete and accurate list of all agreements, relationships with or commitments to any other person or entity regarding proprietary information or Inventions. I have attached copies of any such agreements in my possession or, to the extent that I am prohibited from doing so due to confidentiality obligations, I have summarized the relevant terms thereof.

.....

.....

(Check here _____ if continued on additional attached sheets)

Employee Name: John J. Parks

Employee Signature: 

Date: 5-14-19