

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6907320

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	BRENNAN CAMPBELL	08/24/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SF MOTORS INC.	
<b>Street Address:</b>	3303 SCOTT BLVD.	
<b>City:</b>	SANTA CLARA	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	95054	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	16373621	
<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>Phone:</b>	404-815-6500	
<b>Email:</b>	evanstrom@kilpatricktownsend.com	
<b>Correspondent Name:</b>	KILPATRICK TOWNSEND & STOCKTON LLP	
<b>Address Line 1:</b>	1100 PEACHTREE STREET	
<b>Address Line 2:</b>	SUITE 2800	
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309	
<b>ATTORNEY DOCKET NUMBER:</b>	106021-1115997	
<b>NAME OF SUBMITTER:</b>	EMILY VANSTROM	
<b>SIGNATURE:</b>	/Emily Vanstrom/	
<b>DATE SIGNED:</b>	09/09/2021	
<b>Total Attachments: 18</b>		
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September 9, 2021

direct dial 303 607 3362  
direct fax 303 484 6002  
[LKuchinski@kilpatricktownsend.com](mailto:LKuchinski@kilpatricktownsend.com)

The attached employment agreement for inventor Brennan Campbell is being filed in lieu of an executed assignment for patent application serial no. 16/373,621, filed April 2, 2019.

Best regards,

/Lana N. Kuchinski/

Lana N. Kuchinski

August 24, 2017

Brennan Campbell  
Email: bbellcamp@gmail.com  
Phone #: (805) 235-4775

Dear Brennan:

Congratulations! SF Motors, Inc. (the "Company") is excited to offer you the opportunity to join our team in the position of Battery Engineer, Characterization, reporting to Technical Lead, Battery Technology. Your start date will be Monday, October 2, 2017. Your position will be based in Santa Clara, CA.

These are the components of your offer:

**1. SALARY**

- Initial Annual Base Salary [REDACTED] less applicable deductions and withholdings. Salary will be paid bi-weekly in accordance with the Company's normal payroll procedures. This is an exempt, salaried employee and you will not be entitled to payment of overtime.
- Annual discretionary bonus: up to 10% of your annual base salary. The amount of the bonus and payment of the bonus shall be determined solely by the Company. The bonus will be contingent on the Company's overall performance and your personal goals being met. The Company reserves the right to amend or withdraw this bonus, at its absolute discretion.
- One-Time Sign On and Retention Bonus: \$5,000. This will be taxed as supplemental income. Please note that if you do not complete two years of employment with the Company for any reason, you will be required to repay the sign-on bonus. Repayment will be prorated based on the number of remaining calendar days until the two-year anniversary of your start date, and it will become due and payable to the Company on your last day of employment.

**2. RELOCATION ASSISTANCE**

- Company will provide a one-time relocation allowance of \$5,000, subject to applicable deductions and withholding. Relocation allowance will be paid out along with the first pay check. If your employment with the company is voluntarily terminated within two years of the first day of employment, you will be required to repay the relocation. Repayment will be prorated based on the number of remaining calendar days until the two-year anniversary of your start date, and it will become due and payable to the Company on your last day of employment.

**3. HOLIDAYS AND PAID TIME OFF**

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- Holidays: 10 Holidays.
- Paid Time Off (PTO): 15 days per year. All time away from work will be deducted with the exception of the above mentioned holidays and time off in accordance with company policy for jury duty, military duty or bereavement.
- Upon joining, please review your Employee Handbook for details on time away from work, including the accrual and use of your PTO.

#### 4. HEALTH AND WELFARE BENEFIT PLAN INFORMATION

- Includes Medical, Dental, Vision, Basic Life. Please refer to enclosed benefits summary.
- Eligibility begins on the 1<sup>st</sup> of the following month after you start.

#### 5. 401(K)

- Eligibility begins after completing 3 months of full-time employment and election becomes effective on the 1<sup>st</sup> of the month following the 3 months of full-time employment.
- In 2017, the Company will match 5% of employee's base annual salary up to \$8,000 per year.
- Specific benefits questions? Please call one of Fidelity Representatives at 800-603-4015.

The Company may modify these benefits from time to time as it deems necessary.

#### 6. At-Will Employment and Introductory Period

The Company is excited about your joining and looks forward to a beneficial and fruitful relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice. We request as a courtesy that, in the event of resignation, you give the Company at least two weeks notice.

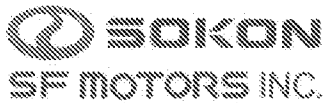
All new employees of the Company participate in a three (3) month introductory period. This period is a training period and a time to get acquainted. It serves as a way of orientation and is of benefit to both the new hires and the Company as a means of determining fit to position and company culture. Completing an introductory period does not guarantee continued employment. After you complete that period, you can still resign and the Company still has the right to terminate your employment at any time, with or without cause.

Upon acceptance of the offer, there are several action items that will need to take place leading up to your start date. You will be receiving an email with instructions to review several documents which will need to be thoroughly reviewed, signed and returned.

SF Motors requires all new employees to take and pass a background check. The background check will be done through electronic registration via the HireRight website. Please make sure you complete the

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SF Motors Inc.  
3303 Scott Blvd.  
Santa Clara, CA 95054

HireRight electronic application within 48 hours. Follow the instructions from the email you will receive once the application is complete.

For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your date of hire, or our employment relationship with you may be terminated.

We also ask that, if you have not already done so, you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company. Similarly, you agree not to bring any third party confidential information to the Company, including that of your former employer, and that in performing your duties for the Company you will not in any way utilize any such information.

As a Company employee, you will be expected to abide by the Company's rules and standards. You will be specifically required to sign an acknowledgment that you have read and that you understand the Company's Employee Handbook. As a condition of your employment, you are also required to sign and comply with an At-will Employment, Confidential Information, Invention Assignment, and Arbitration agreement (the "Confidentiality Agreement") which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company, and non-disclosure of Company proprietary information. In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree that (i) any and all disputes between you and the Company shall be fully and finally resolved by binding arbitration, (ii) you are waiving any and all rights to a jury trial but all court remedies will be available in arbitration, (iii) all disputes shall be resolved by a neutral arbitrator who shall issue a written opinion, (iv) the arbitration shall provide for adequate discovery, and (v) the Company shall pay all the arbitration fees, except an amount equal to the filing fees you would have paid had you filed a complaint in a court of law. Please note that we must receive your signed Confidentiality Agreement before your first day of employment.

To accept the Company's offer, please sign and date this letter in the space provided below. A duplicate original is enclosed for your records. This letter, along with the Confidentiality Agreement between you and the Company, sets forth the terms of your employment with the Company and supersedes any prior representations or agreements including, but not limited to, any representations made during your recruitment, interviews or pre-employment negotiations, whether written or oral. This letter, including, but not limited to, its at-will employment provision, may not be modified or amended except by a written agreement signed by either the CEO or CFO of the Company.

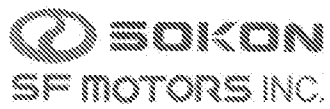
We look forward to your favorable reply and to working with you at SF Motors, Inc. This offer letter will expire on **August 24, 2017**.

Sincerely,

Agreed to and Accepted:

Initials: SC

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SF Motors Inc.  
3303 Scott Blvd.  
Santa Clara, CA 95054

Meimei Ouyang

Director, HR

Signature: \_\_\_\_\_

Printed Name: Brennan Campbell

Date: 8/24/17

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SF MOTORS, INC.  
AT-WILL EMPLOYMENT, CONFIDENTIAL INFORMATION,  
INVENTION ASSIGNMENT, AND ARBITRATION AGREEMENT

As a condition of my employment with SF Motors, Inc. (the "Company"), and in that role any collaborative work that I might perform with its subsidiaries, affiliates, successors or assigns, and as part of the consideration for my accepting employment with the Company, accepting a new position with the Company and/or continuing my employment with the Company, and my receipt of compensation from the Company, I agree to the following:

1. *At-Will Employment.*

I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR AN UNSPECIFIED DURATION AND CONSTITUTES "AT-WILL" EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS IN WRITING AND SIGNED BY THE CEO OF THE COMPANY. ACCORDINGLY, I ACKNOWLEDGE THAT MY EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT MY OPTION OR AT THE OPTION OF THE COMPANY, WITH OR WITHOUT NOTICE.

2. *Confidential Information.*

a. *Definition of Company Confidential Information.* "Company Confidential Information" means any and all confidential and/or proprietary materials, knowledge, data or information of the Company, its business, employees and contractors, systems, plans, policies, trade practices, suppliers, customers and finances, to which I have access during my employment relationship with the Company. By way of illustration but not limitation, "Company Confidential Information" includes (a) trade secrets, inventions, mask works, ideas, innovations, processes, plans, proposals, strategies, tactics, materials, information, formulas, source and object codes, data, programs, know-how, improvements, discoveries, developments, concepts, designs, techniques, works of authorship, domains and URLs, social media accounts (including log-in information, connections, relationships and content), patent, copyright, design right and trademark applications and registrations, and product/service, branding, trademarks and marketing concepts, strategies and programs (all of the foregoing in this subsection (a) collectively "Inventions"); (b) information regarding research, development, new products and services, contracts, systems, tools, technologies, opportunities, vulnerabilities and flaws, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, partners, venturers, suppliers and customers; and (c) information regarding the experience, skills and compensation of other employees and contractors of the Company and other personnel data. Company Confidential Information does not include any of the foregoing items to the extent the same are or become publicly known and/or made generally available through no wrongful act of mine or of others.

b. *Obligations regarding Company Confidential Information.* I agree that at all times during my employment with the Company and thereafter to (i) hold Company Confidential Information in the strictest confidence; (ii) not use Company Confidential Information except for the benefit of the Company; and (iii) not disclose Company Confidential Information to any person, firm or corporation without prior written authorization of the Company's President or Board of Directors. I understand that my unauthorized use or disclosure of Company Confidential Information during my

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employment may lead to disciplinary action, up to and including immediate termination of my employment and legal action by the Company.

c. **Former Employer Information.** I agree that during my employment with the Company I will not improperly use, disclose, or induce the Company to use, any proprietary information or trade secrets of any former or concurrent employer or other person or entity. I further agree that I will not bring onto the premises of the Company or transfer onto the Company's technology systems any unpublished document, proprietary information or trade secrets belonging to any such employer, person or entity unless consented to in writing by both the Company and such employer, person or entity.

d. **Third Party Information.** I recognize that the Company may have received and in the future may receive from third parties associated with the Company, e.g., the Company's customers, suppliers, licensors, licensees, partners, or collaborators ("Associated Third Parties") their confidential or proprietary information ("Associated Third Party Confidential Information"). By way of example, Associated Third Party Confidential Information may include the habits or practices, technology or requirements of Associated Third Parties, and/or information related to the business conducted between the Company and such Associated Third Parties. I agree at all times during my employment with the Company and thereafter to hold any Associated Third Party Confidential Information in the strictest confidence, and not to use or to disclose it to any person, firm or corporation, except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information during my employment will lead to disciplinary action, up to and including immediate termination of my employment and legal action by the Company.

e. **Immunity From Liability for Confidential Disclosure of a Trade Secret to the Government or in a Sealed Court Filing.** I understand that the federal Defend Trade Secrets Act of 2016 immunizes me against criminal and civil liability under federal or state trade secret laws – under certain circumstances – if I disclose a trade secret for the purpose of reporting a suspected violation of law. I understand that immunity is available if I disclose a trade secret in either of these two circumstances:

1) I disclose the trade secret (a) in confidence, (b) directly or indirectly to a government official (federal, state or local) or to a lawyer, (c) solely for the purpose of reporting or investigating a suspected violation of law; or

2) In a legal proceeding, I disclose the trade secret in the complaint or other documents filed in the case, so long as the document is filed "under seal" (meaning that it is not accessible to the public).

3. **Inventions.**

a. **Inventions Retained and Licensed.** I have attached as Exhibit A a list describing all inventions, discoveries, original works of authorship, developments, improvements, and trade secrets that (i) I conceived in whole or in part before commencing my employment with the Company, and (ii) do not relate to the Company's current or proposed business, products, or research and development ("Prior Inventions"). If no such list is attached, I represent and warrant that no such Prior Inventions exist. I further represent and warrant that the inclusion of any Prior Inventions on Exhibit A to this Agreement will not materially affect my ability to perform all obligations under this Agreement. If, in

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the course of my employment with the Company, I incorporate into or use any fully developed Prior Invention in connection with any product, process, service, technology or other work by or on behalf of Company, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide license, with the right to grant and authorize sublicenses, to make, have made, modify, use, import, offer for sale, and sell such Prior Invention as part of or in connection with such product, process, service, technology or other work and to practice any method related thereto.

b. **Assignment of Inventions.** 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 now assign to the Company or to its designee(s) all of my right, title, and interest in and to any and all Inventions, whether or not patentable or registrable under patent, copyright or similar laws, that I may solely or jointly conceive, develop or reduce to practice, or cause to be conceived, developed or reduced to practice, (i) during the period of time that the Company employs me (including during my off-duty hours), or (ii) in connection with the use of the Company's equipment, supplies, facilities, personnel, or Company Confidential Information, except as provided in Section 3.E. below. I further acknowledge that all original works of authorship that I may make (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that any decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions.

c. **Maintenance of Records.** I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions that I create (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. The records are and will be available to, and remain the sole property of, the Company at all times.

d. **Patent and Copyright Registrations.** I agree to assist the Company or its designee(s), at the Company's reasonable expense, in every proper way to secure the Company's rights in any Inventions and in any rights relating to such Inventions in any and all countries. Such assistance regarding any Inventions and/or related rights includes, without limitation, full disclosure to the Company of all pertinent information and data; the execution of all applications, specifications, oaths, assignments and all other instruments that the Company might deem proper or reasonably necessary to apply for, register, obtain, maintain, defend, and enforce such rights, and/or to assign and convey to the Company, its successors, assigns, and/or nominees the sole and exclusive rights, title and interest in and to such Inventions and any rights relating to them; and testifying in a lawsuit or other proceeding relating to such Inventions and any rights relating to them. I expressly 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 continues after the termination of this Agreement, at the Company's reasonable expense. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature with respect to any Inventions including, without limitation, to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering such Inventions, then I hereby irrevocably designate and appoint the Company and/or its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf and stead to execute and file any papers, oaths and to do all other lawfully permitted acts with respect to such Inventions with the same legal force and effect as if I executed them.

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e. **Exception to Assignments.** I understand that the provisions of this Agreement requiring assignment of inventions to the Company do not apply to any invention that qualifies fully under the provisions of California Labor Code Section 2870 (the full text of which is in the attached Exhibit B). I will advise the Company immediately in writing of any inventions that (i) I might create (solely or jointly with others) after today, (ii) I believe meet the criteria in California Labor Code Section 2870, and (iii) are not otherwise disclosed on Exhibit A.

4. **Conflicting Employment.**

a. **Current Obligations.** I agree that during the term of my employment with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will I engage in any other activities that conflict with my obligations to the Company.

b. **Prior Relationships.** Without limiting Section 4.A, I represent that I have no other agreements, relationships or commitments to any other person or entity that conflict with my obligations to the Company under this Agreement or my ability to become employed and perform the services for which I am being hired by the Company. I further agree that if I have signed a confidentiality agreement or similar type of agreement with any former employer or other entity, I will comply with the terms of any such agreement to the extent that its terms are lawful under applicable law. I represent and warrant that after undertaking a careful search (including searches of my computers, cell phones, electronic devices and documents), I have returned all property and confidential information belonging to all prior employers. Moreover, I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by any of them resulting from my breach of my obligations under any agreement to which I am a party or obligation to which I am bound, as well as any reasonable attorneys' fees and costs if the plaintiff is the prevailing party in such an action.

5. **Returning Company Documents and Property.** Upon separation from employment with the Company or on demand by the Company during my employment, I will immediately deliver to the Company, and will not keep in my possession, recreate or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, as well as all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, photographs, charts, all documents and property, and reproductions of any of the aforementioned items that were developed by me pursuant to my employment with the Company, obtained by me in connection with my employment with the Company, or otherwise belonging to the Company, its successors or assigns, including, without limitation, those records maintained pursuant to Section 3.C. I also consent to an exit interview to confirm my compliance with this Section 5.

6. **Termination Certification.** Upon separation from employment with the Company, I agree to immediately sign and deliver to the Company the "Termination Certification" attached as Exhibit C. I also agree to keep the Company advised of my home and business address for a period of

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three (3) years after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations arising from this Agreement.

7. **Notification of New Employer.** In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer about my obligations under this Agreement.

8. **Solicitation of Employees.** I agree that for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether voluntary or involuntary, with or without cause, I shall not either directly or indirectly solicit any of the Company's employees to leave their employment, or attempt to solicit employees of the Company, either for myself or for any other person or entity.

9. **Conflict of Interest Guidelines.** I agree to adhere diligently to all policies of the Company including the Company's insider trading policies and the Conflict of Interest Guidelines attached as Exhibit D hereto, which may be revised from time to time during my employment.

10. **Representations.** I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.

11. **Audit.** I acknowledge that I have no reasonable expectation of privacy in any computer, technology system, email, handheld device, telephone, or documents that are used to conduct the business of the Company whether such device is personally owned or provided by the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized or non-compliant applications to the Company's technology systems and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or web sites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone and technology systems to which I will have access in connection with my employment.

12. **Arbitration and Equitable Relief.**

a. **Agreement to Arbitrate All Disputes.** Private arbitration is the referral of a dispute to an impartial third party instead of a court or jury for a final and binding decision. The Company and I mutually consent to the resolution by arbitration of all claims or controversies, past, present or future, whether or not arising out of our employment relationship or its termination, and whether against the employee, the Company, its officers, directors employees or agents in their capacity as such or otherwise, the Company's parent, subsidiary and affiliated entities, the Company's, fiduciaries, administrators, affiliates and agents and/or all successors and assigns of them. Subject to Section b, claims covered by this Agreement include, but are not limited to, termination of employment, claims of discrimination, harassment and/or all statutory claims. Any arbitration will be submitted to

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binding arbitration pursuant to JAMS Employment Arbitration Rules and Procedures which can be found at <http://www.jamsadr.com/rules-employment-arbitration/>. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. *By signing this agreement, the Company and I each expressly waive entitlement, if any, to have any such controversy heard before a court or a jury.*

b. **Claims Not Covered by the Agreement.** The following claims are not covered and are excluded from this Agreement: (a) claims for workers' compensation or unemployment compensation benefits; (b) claims under an employee benefit or pension plan that either (i) specifies that its claims procedure shall culminate in an arbitration procedure different from this one, or (ii) is underwritten by a commercial insurer which decides claims; (c) claims and administrative charges that cannot lawfully be required to be arbitrated, including claims for alleged violations of the National Labor Relations Act that I am free to bring directly to the NLRB, provided that this Agreement precludes pursuit through a court action of any such claims; and (d) individual claims that are *both* less than \$5,000 in the aggregate *and* that are pursued solely as individual claims in small claims court.

c. **Time Limits for Initiating Arbitration.** Either the Company or I may, within one year of the occurrence of the event giving rise to the dispute, or within the applicable statute of limitations as may be prescribed by law, whichever is longer, initiate arbitration by notifying the other in writing. Failure to initiate arbitration within such period, or such extended period as may be mutually agreed upon in writing, shall constitute a waiver of any and all claims which shall be forever barred.

d. **Selection of the Arbitrator.** Both the Company and I will attempt to agree upon a mutually acceptable arbitrator from JAMS' national employment panel. If unable to agree upon an arbitrator, then an arbitrator shall be selected in accordance with the then-current JAMS rules referenced above.

e. **Arbitrator's Authority.** The arbitrator shall base the decision on the facts presented at the hearing and in accordance with governing law, including statutory and judicial authority. The arbitrator shall not have authority to apply any law or impose any remedy other than that which a court would apply or impose in the absence of the arbitration agreement. The arbitrator shall render an award and written opinion no later than 30 days from the date the arbitration hearing concludes or post-hearing briefs (if requested) are received, whichever is later. The opinion shall include the factual and legal basis for the award. The arbitrator's decision shall be final and binding upon both the Company and me. Both the Company and I will each bear our own attorneys' fees and costs in connection with the arbitration. However, if the Company or I prevail on a statutory claim which affords the prevailing party attorneys' fees and costs, or if there is a written agreement providing for attorneys' fees or costs, the arbitrator may award reasonable attorneys' fees and/or costs to the prevailing party, applying the same standards a court would apply under the law applicable to the claim(s). The fees of the arbitrator and the filing fee for the arbitration will be paid by the Company; provided, however, I will pay an initial fee in the amount equal to the fee required to file an action in state or federal court (whichever is less) if I initiate the arbitration. The arbitration proceedings and arbitrator's award shall be maintained by the parties as strictly confidential, except as otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management and to family members of a party. Either the Company or I may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award.

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f. **Interim Injunctive Relief.** A party may apply to the arbitrator for injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved. A party also may, without waiving any other remedy, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party pending the arbitrator's appointment or decision on the merits of the dispute.

g. **PAGA Claims.** Claims brought under the California Private Attorneys General Act of 2004 ("PAGA") are subject to this Agreement to the extent allowable under California law.

h. **Stay of PAGA Claim Pending Resolution of Individual Non-PAGA Claims.** I agree that if I bring a representative PAGA claim along with other claims, the representative PAGA claim shall be stayed pending the resolution of my other claims, including any individual claims that relate to but are asserted separately from the PAGA representative claim, subject to this Agreement.

i. **Class Action Waiver.** Except for representative claims brought under PAGA and as otherwise required under applicable law, all claims must be brought in the party's individual capacity and not as a plaintiff or class member in any purported class, collective, or non-PAGA representative proceeding. The arbitrator may not consolidate claims of more than individual, and may not otherwise preside over any form of a representative, collective, or class proceeding. Further, in the event the waiver of class, collective or representative actions is found to be unlawful or enforceable, then the parties agree that the only forum for such an action would be court, not arbitration.

j. **Right to File Administrative Complaint.** Nothing in this agreement shall prevent me from filing a complaint with the National Labor Relations Board, Equal Employment Opportunity Commission or any other federal, state or local government agency charged with protecting the statutory rights of employees.

k. **Governing Law for Arbitration.** Arbitration will be governed and construed in accordance with the Federal Arbitration Act. If for any reason the Federal Arbitration Act is inapplicable or held not to require arbitration of a particular claim, state law pertaining to agreements to arbitrate shall apply.

l. **Voluntary Nature of Arbitration Agreement.** I acknowledge that I have carefully read this section 12 arbitration clause and have had an opportunity to seek the advice of an attorney before executing this Agreement. I further acknowledge that I enter into this agreement to arbitrate voluntarily, free from any coercion.

13. **General Provisions.**

a. **Governing Law; Consent to Personal Jurisdiction.** Except as provided in section 12, this Agreement will be governed by the laws of the State of California without giving effect to any choice of law rules or principles that may result in the application of the laws of any jurisdiction other than California. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal jurisdiction of the state and federal courts located in California for any lawsuit filed against me by the Company.

b. **Entire Agreement.** This Agreement, together with its Exhibits, sets forth the entire agreement and understanding between the Company and me relating to the subject matter of this Agreement and supersedes all prior discussions or representations between us including, but not

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limited to, any representations made during my interview(s) or relocation negotiations (if any), whether written or oral. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the President of the Company and me. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

c. **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

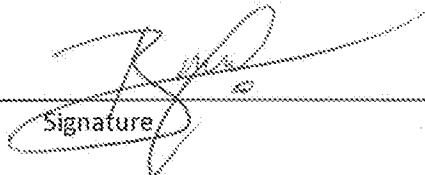
d. **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, assigns, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. There are no intended third party beneficiaries to this Agreement unless and except as expressly stated.

e. **Waiver.** Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other provision or of any subsequent breach.

f. **Survival.** The rights and obligations of the parties to this Agreement will survive termination of my employment with the Company.

g. **Signatures.** This Agreement may be executed in counterparts and shall have the same force and effect as if all parties had executed one document. A faxed or PDF signature shall be treated as an original signature.

Date: 8/24/17

  
Signature

Brennan Campbell  
Name (typed or printed)

Witness:



Signature

Tyler Meneses

Name (typed or printed)

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Exhibit A

LIST OF PRIOR INVENTIONS  
AND ORIGINAL WORKS OF AUTHORSHIP

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
Coated Sulfur Particles Electrode and Method	Feb. 12 <sup>th</sup> , 2016	PCT/US2016/017850
Carbonized Mushroom Electrodes and Methods	Mar. 5 <sup>th</sup> , 2015	62/128,793

\_\_\_\_ No inventions or improvements

\_\_\_\_ Additional Sheets Attached

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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## EXHIBIT B

### CALIFORNIA LABOR CODE SECTION 2870 INVENTION ON OWN TIME-EXEMPTION FROM AGREEMENT

(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.

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## EXHIBIT C

SF MOTORS, INC.

### TERMINATION CERTIFICATION

I hereby 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, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to SF Motors, Inc. (the "Company") or to its parent company(ies), subsidiaries, affiliates, successors or assigns.

I further certify that I have complied with all the terms of the Company's At Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined in that agreement), conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that, in compliance with the At Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement, I will preserve as confidential all Company Confidential Information and Associated Third Party Confidential Information including 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 also agree that for twelve (12) months from this date, I will not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or to enter into an employment, consulting, contractor, or other relationship with any other person, firm, business entity, or organization (including with myself).

After leaving the Company's employment, I will be employed by \_\_\_\_\_ in the position of \_\_\_\_\_.

\_\_\_\_\_  
*Signature of employee*

\_\_\_\_\_  
*Print name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Address for Notifications*

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## EXHIBIT D

### SF MOTORS, INC.

#### CONFLICT OF INTEREST GUIDELINES

SF Motors, Inc. (the "Company") policy is to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees and directors must avoid activities which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations which must be avoided. Any exceptions must be reported to the President and written approval for continuation must be obtained.

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The At Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement elaborates on this principle and is a binding agreement.)
2. Directly or indirectly, whether as an employee, officer, director, independent contractor, consultant, stockholder, partner or otherwise, engaging in or assisting others to:
  - (a) Attempt in any manner to solicit from any Company customer, except on the Company's behalf, business of the type performed by the Company or to persuade any person, firm or corporation which is a customer to cease doing business or to reduce the amount of business which any such customer has customarily done or contemplates doing with the Company; or
  - (b) Render any services to any customer of the type rendered by me to or for the Company other than solely on behalf of the Company; or
  - (c) Provide services of the type provided by the Company to its customers or for a competitor of a Company customer, other than solely on behalf of and for the benefit of the Company.
3. Owning, either directly or indirectly through a close family member (such as a spouse, domestic partner, child, or sibling), a financial interest in any competitor of the Company or a supplier to the Company or its customers (this does not include ownership of less than 1% of the outstanding shares of a publicly held corporation).
4. Directly or indirectly engaging in any employment, consulting, or activity other than for the Company relating to any line of business in which the Company is now or at such time is engaged, or which would otherwise conflict with employment obligations to the Company.
5. Accepting or offering substantial gifts, excessive entertainment, favors or payments which may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.

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6. Participating in civic or professional organizations that might involve divulging confidential information of the Company.
7. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.
8. Initiating, condoning, or approving any form of personal or social harassment of Company employees.
9. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.
10. Borrowing from or lending to employees, customers or suppliers.
11. Acquiring real estate of interest to the Company.
12. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
13. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.
14. Making any unlawful agreement with distributors, including but not limited to such agreements regarding prices.
15. Improperly using or authorizing the use of any inventions which are the subject of patent claims of any other person or entity.
16. Unauthorized blogging or use of social networking sites: (i) during Company business hours, (ii) using Company trademarks or logos, and/or (iii) in any manner that reflects negatively on the Company or its employees.
17. Engaging in any conduct which is not in the best interest of the Company.

Each officer and employee must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in discharge without warning.

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