

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7138791

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TERRENCE ROSSI	04/08/2016
JAMIL MERALI	12/20/2015
DONGWOOK (DANIEL) CHUNG	03/05/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RAISE MARKETPLACE INC.
<b>Street Address:</b>	11 E. MADISON STREET, 4TH FLOOR
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60602
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15667291
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(888)708-9048
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Email:</b>	kdouglas@texaspatents.com
<b>Correspondent Name:</b>	KIMBERLY DOUGLAS
<b>Address Line 1:</b>	100 CONGRESS AVENUE, SUITE 2000
<b>Address Line 4:</b>	AUSTIN, TEXAS 78701
<b>ATTORNEY DOCKET NUMBER:</b>	RAIS00060
<b>NAME OF SUBMITTER:</b>	KIMBERLY DOUGLAS
<b>SIGNATURE:</b>	/Kimberly Douglas/
<b>DATE SIGNED:</b>	01/25/2022
<b>Total Attachments: 37</b>	
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## CONFIDENTIAL INFORMATION AND IP ASSIGNMENT AGREEMENT

This Confidential Information and IP Assignment Agreement (the "Agreement") is made and entered into as of date hereof by and between Raise Marketplace Inc., a Delaware corporation (the "Company") and Terrence Rossi ("Employee"). The Company and Employee are individually referred to as a "Party" and collectively referred to as the "Parties."

Employee acknowledges that the Company's Confidential Information, including its proprietary non-publicly available technical information related to the Company's business, product and services in (including any in development) including, without limitation, its copyrights, patents, techniques, sketches, drawings, models, inventions, business plans, know-how, processes, apparatus, trade secrets and equipment, is among the Company's most important assets and is critical to its continued success. But for Employee's employment relationship with the Company, Employee would not have the ability to access, use, or review the Company's Confidential Information. Employee further acknowledges that the Company is under no obligation to, but, provided that Employee enters into this Agreement and agrees to remain bound by it, will provide Employee with access to Confidential Information during the employment term for the purpose of furthering the Company's business.

Employee further acknowledges that it would be impossible for Employee to perform similar duties for another employer engaged in the same or similar business as the Company without drawing on or disclosing the knowledge Employee possesses regarding the Company's Confidential Information.

Now, therefore, in consideration of the promises, the covenants, and agreements contained herein, the employment of Employee and the benefits resulting therefrom to Employee and Company, as well as for other good and valuable consideration received, the sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

### **SECTION 1. Employee's Position.**

1. **Duties.** Employee will dedicate his or her full working time and effort to the duties of the position assigned to Employee by the Company, and will not engage in other employment without written approval of the Company. Employee will remain loyal, comply with Company policies and procedures, and avoid conflicts of interest. Employee will promptly inform and direct to Company all business opportunities of which Employee is aware that may be of interest to the Company in its line of business. This Agreement supplements, and does not eliminate or diminish the common law duties that Employee has to the Company.
2. **Position of Trust.** In reliance upon Employee's promises in this Agreement, Company will provide Employee with one or more of the following: (a) access to the Company's Confidential Information (through a computer password or other means) with periodic updates; (b) authorization to communicate with customers, prospective customers, vendors, suppliers or prospective vendors and suppliers; and (c) authorization to participate in specialized training related to Company's business.
3. **Employment At Will.** Nothing in this Agreement is intended to, or shall be construed to, create a contractual guarantee of continued employment for any definite period of time. Both parties reserve the right to terminate the employment relationship between them at any time at their discretion without cause or notice unless otherwise clearly agreed through a separate written agreement. The at-will nature of Employee's employment also means that Employee can be transferred or demoted, and Employee's job title, compensation, benefits and other terms and conditions of employment can be reduced, without cause.

4. **Publicity Rights.** Employee hereby grants Company the right, but not the obligation, to use and to license others the right to use Employee's name, voice, signature, photograph, likeness, and biographical information in connection with or related to Employee's employment with Company.
5. **Sufficient Consideration.** The Parties agree that Employee's receipt of compensation in the context of employment by the Company is sufficient consideration to support this Agreement and the Employee obligations herein.

## **SECTION 2. Confidential Information, Proprietary Materials, and Company Inventions.**

1. **Definition of Confidential Information.** "Confidential Information" refers to an item of information, or a compilation of information, in any form (tangible or intangible), related to the Company's business that Company has not made public or authorized public disclosure of, and that is not generally known to the public or to other persons who might obtain value or competitive advantage from its disclosure or use. "Confidential Information" includes, but is not limited to: the Company's customer, prospective customer, employee, consultant, vendor, and suppliers and information about such persons maintained by the Company, the Company's trade secrets, non-public information regarding inventions, research, development, discoveries, designs, formulas, ideas, concepts, systems, practices, know-how, methods, techniques, processes, studies, technologies, theories, computer software (source and object code), computer hardware, automated systems, databases, data scripts, engineering, marketing, merchandising, purchasing, finances, sales, business policies, strategic plans, procedures, records, plans and analysis for the Company, and all derivatives, improvements, and enhancements to any of the above. "Confidential Information" will also include information (i) about the business affairs of and arrangements with third parties (including, but not limited to, customers, business partners, vendors and acquisition targets) that such third parties provide to the Company in confidence and any lists of customers, vendors or partners, including, without limitation, all non-public information regarding such entities or persons (including all contact information, or other information provided by such entities to the Company or any information obtained or developed by the Company about such persons or entities in the context of the Company's business and (ii) the Company possesses about its customers, including all personally identifiable information and all information provided by such customers to the Company and all other information about its customer (individually or in the aggregate) the Company obtains from third parties or through its operations of the business. Confidential Information will not lose its protected status under this Agreement if it becomes generally known to the public or to other persons through improper means such as the unauthorized use or disclosure of the information by Employee or another person.
2. **Unauthorized Use or Disclosure.** Employee acknowledges that access or use of the Company's computer network and electronically stored information is for the Company's sole and exclusive benefit and that any use of the Company's computer systems or network or removal or use of information (including Confidential Information) in any form (electronic, printed, etc.) for any purpose other than for the benefit of the Company and its business interest is unauthorized and strictly prohibited. Employee promises and agrees: (a) to hold the Confidential Information, including any such information developed by Employee for the Company, in confidence; (b) to protect and safeguard the Confidential Information against unauthorized use, publication, or disclosure, and not disclose it to any person or entity other than employees or agents of Company who need to know the Confidential Information and in those instances only to the extent justified by that need; (c) not to use any of the Confidential Information except for the business purposes of the Company; (d) not to directly or indirectly reveal, report, publish, disclose, transfer, or otherwise use any of the Confidential Information for any purpose whatsoever except as specifically authorized by the Company or otherwise strictly in accordance with this Agreement; (e) not to use or refer to Confidential Information in articles, publications, lectures, or presentations to third parties without advance written authorization of the Company; (f) to comply with all confidentiality, security, privacy and public communication policies of the Company; (g) that in the event that Employee becomes legally compelled by deposition, interrogation, subpoena, civil investigative demand, or similar process to disclose any of the Confidential Information, the Employee so compelled shall provide the Company with prompt prior written notice of such requirement so the Company may

seek a protective order or other appropriate remedy or waive compliance with the terms of this Agreement. In the event that the Company does not obtain a protective order, Employee agrees to furnish only the portion of the Confidential Information which Employee is advised by written opinion of counsel is legally required; (h) that Employee shall promptly notify Employee's supervisor or the appropriate office or officer of the Company if Employee learns of any possible unauthorized use or disclosure of Confidential Information and shall cooperate fully with the Company to enforce its rights with respect to such information; and (i) that Employee shall have no right to ownership or license to Confidential Information and cannot assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the Company. The obligations of this paragraph will apply throughout Employee's employment with the Company and for so long thereafter as the Confidential Information remains (i) information that the Company maintains as confidential or (ii) a trade secret of the Company.

3. **Employee Recordkeeping and Computer Use.** Employee agrees to preserve records on current and prospective Company customers, suppliers, and other business relationships that he or she develops or helps to develop while employed with the Company, and any additional records that incorporate Confidential Information, and copies thereof (collectively "Proprietary Materials"), and agrees not to destroy or delete any such Proprietary Materials without the prior authorization of the Company that is specific to those materials. Employee further acknowledges that such Proprietary Materials are the sole and exclusive property of the Company. Employee will not knowingly use Company computers, email, databases, systems, networks or other resources or assets for a purpose that conflicts with the business interests of the Company or otherwise violates the terms of this Agreement or any other Company policies. Upon the termination of employment (or earlier if so requested), Employee will return to Company all Proprietary Materials and any other materials which are furnished to the Employee by the Company or which are developed by the Employee in the course of his employment with the Company and all copies thereof (whether maintained as hard copies, email, on flash drives, or any other storage device), that are in Employee's possession or control. Upon request, Employee shall certify to Company that Employee has returned all Proprietary Materials.
4. **Obligation to Disclose Inventions.** Employee agrees to promptly disclose to Company all inventions, ideas, improvements, systems, methods, processes, concepts, know-how, software (in any form including source code or object code), algorithms, discoveries, trade secrets, trademarks (registered or unregistered), database rights, works, creations, and other intellectual property (collectively "Inventions") or otherwise copyright or patent eligible works, that Employee develops, discovers, or creates that: (a) relate to the business of the Company or its affiliates, or to their actual or demonstrably anticipated research, development and strategy, future work, product development or projects, whether or not conceived or developed alone or with others, and whether or not conceived or developed during regular working hours; (b) result from any work Employee performed for Company or its affiliates; or (c) involve the use or assistance of time, property, tools, or other resources of the Company or its affiliates, all such Inventions being hereafter referred to as "Company Inventions."
5. **Assignment of Inventions.** All Company Inventions, and rights thereto, moral and otherwise, will be Company's sole and exclusive property unless otherwise agreed by both parties in writing. Employee acknowledges that all original works of authorship which are made by Employee (solely or jointly with others) within the scope of Employee's employment with the Company and which are eligible for copyright protection are "works made for hire" as that term is defined in the United States Copyright Act (17 U.S.C., Section 101). Employee does hereby grant and assign to Company all right, title, and interest to any Company Inventions that Employee has acquired or may subsequently acquire while employed with the Company.
6. **Obligation to Cooperate and Execute Necessary Documents.** Employee will take all actions requested by the Company and otherwise assist the Company or its designee to obtain, perfect, and enforce the Company's rights in the Company Inventions, including any proprietary rights relating thereto, in any and all countries. Such actions include the disclosure to the Company of all pertinent information and data with respect to Company Inventions and the execution of applications, specifications, oaths, assignments, recordings, and other instruments (collectively "Instruments") concerning such Inventions. Employee's obligation to cooperate with the Company and to execute

Instruments as described in this section shall continue after the termination of Employee's employment with the Company for any reason, but the Company shall compensate Employee at a reasonable rate for the time actually spent by Employee at the Company's request with respect to such cooperation after the termination of employment. Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney in fact, to act for and on Employee's behalf to execute and file any Instruments and to do all other lawfully permitted acts to further the application for, registration, prosecution, perfection, issuance, maintenance, or transfer of patents, copyrights, and other proprietary rights with the same legal force and effect as if originally executed by Employee, which designation the Company shall exercise if the Company is unable because of Employee's mental or physical incapacity, unavailability, or other reason to secure Employee's signature on any Instrument.

7. **Waiver of Claims.** Employee hereby waives and irrevocably assigns to the Company any and all claims, which Employee now or hereafter has for infringement of any and all proprietary rights assigned to the Company under this Agreement and any other rights that may not be assignable under applicable law. Except where Employee can show otherwise by clear and convincing evidence, it shall be presumed that any invention created or conceived, in whole or in part, by Employee within a one year period following the termination of Employee's employment with the Company that relates to the business of Company or its affiliates, or any actual or demonstrably anticipated research of Company or its affiliates, shall be considered a Company Invention that is assigned to the Company by Employee.
8. **Exception to Assignment of Inventions.** Notwithstanding the foregoing, to the extent not preempted by federal law, and if applicable state law where Employee resides requires it, such as in Illinois (pursuant to 765 ILCS § 1060-2), Employee is notified that: no provision in this Agreement requires Employee to assign any of his or her rights to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on Employee's own time, unless (a) the invention relates at the time of conception or reduction to practice of the invention, (i) to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by Employee for the Company.
9. **Prior or Other Intellectual Property Agreements.** This Agreement is intended to compliment and supplement, not replace, any additional written agreement(s) the parties may have regarding specific Company Inventions. To the extent Employee has previously developed, alone or with others, any Inventions that Employee believes should be excluded from the coverage of Company Inventions under this Agreement, Employee has identified them on Exhibit A to this Agreement. If full disclosure of any such Invention on Exhibit A would cause Employee to violate any prior confidentiality agreement with a former employer or other third party, Employee will describe such Invention in Exhibit A at the most specific level possible without violating any such prior confidentiality agreement. Without limiting Employee's obligations under this Agreement or the representations and warranties made in Section 2.10, if Employee nonetheless improperly uses an Invention identified in Exhibit A or that should have been identified in Exhibit A in the course of Employee's employment, or incorporates such an Invention in any product, service, or other offering of the Company, Employee hereby grants Company a non-exclusive, royalty-free, perpetual, and irrevocable, worldwide right to make, use, sell, import, reproduce, distribute, modify, display, perform, and sublicense such Invention for the purpose of developing, manufacturing, marketing, selling, supporting, and distributing Company products, services, and other Company offerings worldwide either directly or through multiple tiers of distribution or, if Employee cannot grant such rights, Employee will secure for the Company such rights from the owner of such Invention.
10. **Representations and Warranties.** Employee represents and warrants that: (a) Employee's performance of all provisions of this Agreement and Employee's duties as an employee of the Company will not breach any agreement or other obligation to keep in confidence proprietary or confidential information known to Employee before or after the commencement of Employee's employment with the Company; (b) Employee is not a party to any agreement or

otherwise obliged to third parties such that would prevent Employee from assigning rights to Company Inventions to the Company as may be required pursuant to Section 2.5; (c) there is no action, investigation, or proceeding pending or threatened, or any basis for any of the foregoing known to Employee, involving Employee's prior employment, Employee's prior work for third parties as an independent contractor, or Employee's use of any information or Inventions of any former employer or third party; and (d) Employee will not disclose to the Company, use in the performance of Employee's work for the Company, or induce the Company to use, any Inventions, confidential or proprietary information, or other material belonging to any previous employer or to any other party in violation of any obligation of confidentiality to such party or in violation of such party's proprietary rights.

**SECTION 3. Protective Covenants.** Employee stipulates that: (a) the protective covenants provided for below are reasonable and necessary to protect legitimate business interests of the Company, and do not impose an unreasonable burden upon Employee or upon the public's interests; and (b) confidentiality and non-disclosure obligations standing alone are inadequate to protect the Company's legitimate business interests and to prevent irreparable harm.

1. **Restriction Against Employee Interference.** Employee agrees that during employment and for a period of twenty-four (24) months following termination (voluntary or involuntary) of Employee's employment with Company, Employee will not knowingly (a) solicit or communicate, directly or indirectly, with an employee or consultant of the Company for the purpose of inducing or encouraging the employee or consultant to leave the employment of the Company or to change an existing business relationship such employee or consultant has with the Company; or (b) help another person or entity evaluate a Company employee as an employment candidate. In the event that a violation of this section results in, or is a contributing factor in, the termination of a Company employee's employment, then Employee shall make a liquidated damage payment to the Company that is equal to 30% of the of terminated employee's total annual compensation with the Company in the preceding twelve (12) months, and such payment shall be in addition to (and not in lieu of) injunctive relief to prevent further violations of this Agreement that Company may otherwise be entitled to.
2. **Agreement Not to Disparage Company.** Employee will not make any disparaging or defamatory or untrue remarks to any third-party concerning the Company or any of its employees, management or supervisors. Such third parties include, but are not limited to, the press and public media (such as, any employees or agents of newspapers, television stations, radio stations or other media), any organizations or associations, any Internet websites, social media websites, "home pages," "Facebook pages," "Twitter feeds", "blogs" or "chat-rooms," Employer's former employees, current employees or prospective employees.
3. **State of Residence Modifications.** If Employee is employed in the State of California, the provisions of Section 3.1 shall only apply during the term of Employee's employment and not for any period thereafter, unless Employee is in possession of Confidential Information. If Employee is in possession of Confidential Information, the post-termination periods set forth in Section 3.1 shall apply to prohibit Employee from using such Confidential Information.
4. **Survival of Restrictions.** The Agreement's post-employment obligations will survive the termination of Employee's employment with Company, regardless of the cause of the termination. If Employee violates one of the post-employment restrictions in this Agreement for which there is a specific time limitation, the time period for that restriction will be extended by one day for each day Employee violates it, up to a maximum extension equal to the length of time prescribed for the restriction, so as to give Company the full benefit of the bargained-for length of forbearance (but not to exceed one year). If a court finds any of the Agreement's restrictions unenforceable as written, it is the intention of the parties that the Court revise or reduce the restriction (for the jurisdiction covered by that court only) so as to make the restriction enforceable to the maximum extent legally allowed within that jurisdiction to protect the Company's interests.

**SECTION 4.** Notice. In the event Employee is offered and intends to accept an offer of employment by a person or entity other than the Company, Employee will advise such person or entity of the terms of this Agreement prior to performing services and will insure that his or her services do not violate this Agreement in any way. Company will be entitled to tell any future or prospective employer of Employee or any entity to which Employee does or may provide services to, whether as a contractor, consultant, or otherwise, about this Agreement and the Company's opinion regarding its application without such being considered a wrongful act of any kind. If requested to do so, Employee will cooperate in discussions with the prospective employer or the Company in an effort to resolve any concerns that the Company may have regarding the position and any potential violation of this Agreement.

**SECTION 5. Special Remedies.**

1. **Injunctive Relief.** In the event of a violation or threatened violation of one of the restrictions in this Agreement, the party seeking to enforce the restriction shall be entitled to specific performance, injunctive relief by temporary restraining order, temporary injunction, or permanent injunction, in addition to (but not to the exclusion of) any damages or other remedies allowed by law. Employee acknowledges and agrees that irreparable injury will result to Company from Employee's violation of any of the terms of this Agreement. Employee further acknowledges that the Confidential Information, Proprietary Materials, and Company Inventions referenced herein are of a unique character and that breach of this Agreement would cause the Company irreparable harm, which cannot be reasonably or adequately compensated for in damages in an action at law. The Parties agree that One Thousand Dollars is the amount for the bond to be posted by the Company if an injunction is sought by Company to enforce the obligations in this Agreement.
2. **Costs and Attorneys' Fees.** In the event Company pursues legal action to enforce one of more provisions of this Agreement, Company shall be entitled to recover its reasonable attorney's fees, expert witness fees, and all other costs from Employee.
3. **Indemnification.** Employee agrees to indemnify and hold harmless the Company and its officers, directors, shareholders, employees, and agents from and against any and all losses, damages, claims, liabilities, expenses, joint or several incurred or suffered by the Company as a result of Employee's breach of this Agreement.

**SECTION 6. Miscellaneous.**

1. **Waiver.** This Agreement may not be waived, modified, altered, or amended except by written agreement of all parties or by court order. If either party waives his, her, or its right to pursue a claim for the other's breach of any provision of the Agreement, the waiver will not extinguish that party's right to pursue a claim for a subsequent breach.
2. **Modification.** It is the intention of the parties that if any provision of the Agreement is determined by a court of competent jurisdiction to be void, illegal, or unenforceable, in whole or in part, that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business, and other purposes of such invalid or unenforceable term.



3. **Severability**. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
4. **Entire Agreement**. Except where otherwise expressly indicated, this Agreement (including the recitals herein which are incorporated and deemed part of the Agreement) contains the parties' entire agreement concerning the matters covered in it; provided that if a post-employment restrictive covenant in this Agreement is found unenforceable (despite, and after application of, any applicable right to reformation that could add or renew enforceability), then any prior agreement between the parties that would provide for a restriction on the same or substantially similar post-employment conduct of Employee shall not be considered superseded and shall be restored to effect.
5. **Assignment**. This Agreement will inure to the benefit of Company's successors in interest, affiliates, subsidiaries, parents, purchasers, or assignees, and may be enforced by any one or more of same, without need of any further authorization or agreement from Employee.
6. **Governing Law and Consent to Jurisdiction**. The laws of the State of Illinois will govern this Agreement, the construction, application, and enforcement of its terms, and the rights of the parties in any dispute arising from this Agreement, regardless of any conflicts of law principles of Illinois or any other state at issue. Any action relating to or arising from this Agreement may be brought in the courts of Cook County Illinois or the United States District Court for the Northern District of Illinois (if sufficient grounds for federal court jurisdiction exist). Employee expressly consents to personal jurisdiction and venue in the aforementioned courts and to service of process by United States Mail or express courier service in any such action.

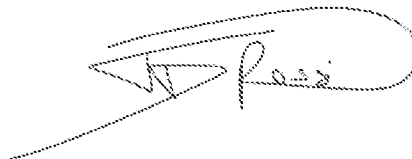
**SECTION 7.** Settlement Purpose. The parties agree that an important purpose of this Agreement is to resolve uncertainties and settle and avoid future disputes as to the conduct, jobs, or activities that would by their nature be likely to involve the use or disclosure of Confidential Information, conversion of Company's business relationships, goodwill, or specialized training, or similar irreparable harm to the Company. Accordingly, the parties have agreed to restrictions in this Agreement in order to have a predictable set of boundaries they can rely on in making future decisions and to avoid legal disputes over what is an enforceable, reasonable, and necessary set of restrictions. Employee therefore agrees not to sue or otherwise initiate a legal action to challenge the enforceability of any restriction in this Agreement pertaining to Employee.

**SECTION 8.** Acknowledgement. EMPLOYEE ACKNOWLEDGES THAT HE OR SHE HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS WHICH IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO EMPLOYEE TO INDUCE HIM OR HER TO SIGN THIS AGREEMENT. EMPLOYEE SIGNS THIS AGREEMENT VOLUNTARILY AND FREELY. EMPLOYEE IS EXPECT TO KEEP A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE AND CAN REQUEST A COPY OF THIS AGREEMENT FROM THE COMPANY AT ANY TIME.

AGREED to and effective as of 04/08/2016.

*[Signature Page Follows]*

Employee

A handwritten signature in black ink, appearing to read "Terrence Rossi", with a stylized flourish extending from the left.

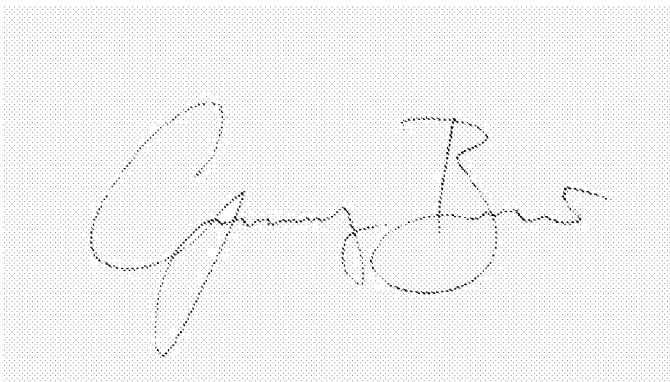
Terrence Rossi

Dated: 04/08/2016

Accepted and Agreed to:

Raise Marketplace Inc

By

A handwritten signature in black ink, appearing to read "George Bousis", with a large, stylized initial "G" and "B".

Name George Bousis

Title Founder and CEO

EXHIBIT A

Prior Inventions Disclosure

**Prior Inventions**. As concerns Inventions (as defined in the Agreement) that Employee believes should be excluded from the coverage of Company Inventions under this Agreement, Employee identifies the following any Inventions claimed by Employee (without disclosing any confidential information). If Employee does not disclose any Inventions in this form, then Employee claims no prior Inventions under Section 2.9 of this Agreement.

None

## **CONFIDENTIAL INFORMATION AND IP ASSIGNMENT AGREEMENT**

This Confidential Information and IP Assignment Agreement (the "Agreement") is made and entered into as of date hereof by and between Raise Marketplace Inc., a Delaware corporation (the "Company") and Jamil Merali ("Employee"). The Company and Employee are individually referred to as a "Party" and collectively referred to as the "Parties."

Employee acknowledges that the Company's Confidential Information, including its proprietary non-publicly available technical information related to the Company's business, product and services in (including any in development) including, without limitation, its copyrights, patents, techniques, sketches, drawings, models, inventions, business plans, know-how, processes, apparatus, trade secrets and equipment, is among the Company's most important assets and is critical to its continued success. But for Employee's employment relationship with the Company, Employee would not have the ability to access, use, or review the Company's Confidential Information. Employee further acknowledges that the Company is under no obligation to, but, provided that Employee enters into this Agreement and agrees to remain bound by it, will provide Employee with access to Confidential Information during the employment term for the purpose of furthering the Company's business.

Employee further acknowledges that it would be impossible for Employee to perform similar duties for another employer engaged in the same or similar business as the Company without drawing on or disclosing the knowledge Employee possesses regarding the Company's Confidential Information.

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### **SECTION 1. Employee's Position.**

1. **Duties.** Employee will dedicate his or her full working time and effort to the duties of the position assigned to Employee by the Company, and will not engage in other employment without written approval of the Company. Employee will remain loyal,

comply with Company policies and procedures, and avoid conflicts of interest. Employee will promptly inform and direct to Company all business opportunities of which Employee is aware that may be of interest to the Company in its line of business. This Agreement supplements, and does not eliminate or diminish the common law duties that Employee has to the Company.

2. **Position of Trust.** In reliance upon Employee's promises in this Agreement, Company will provide Employee with one or more of the following: (a) access to the Company's Confidential Information (through a computer password or other means) with periodic updates; (b) authorization to communicate with customers, prospective customers, vendors, suppliers or prospective vendors and suppliers; and (c) authorization to participate in specialized training related to Company's business.
3. **Employment At Will.** Nothing in this Agreement is intended to, or shall be construed to, create a contractual guarantee of continued employment for any definite period of time. Both parties reserve the right to terminate the employment relationship between them at any time at their discretion without cause or notice unless otherwise clearly agreed through a separate written agreement. The at-will nature of Employee's employment also means that Employee can be transferred or demoted, and Employee's job title, compensation, benefits and other terms and conditions of employment can be reduced, without cause.
4. **Publicity Rights.** Employee hereby grants Company the right, but not the obligation, to use and to license others the right to use Employee's name, voice, signature, photograph, likeness, and biographical information in connection with or related to Employee's employment with Company.
5. **Sufficient Consideration.** The Parties agree that Employee's receipt of compensation in the context of employment by the Company is sufficient consideration to support this Agreement and the Employee obligations herein.

**SECTION 2. Confidential Information, Proprietary Materials, and Company Inventions.**

1. **Definition of Confidential Information.** "Confidential Information" refers to an item of information, or a compilation of information, in any form (tangible or intangible), related to the Company's business that Company has not made public or authorized public disclosure of, and that is not generally known to the public or to other persons who might obtain value or competitive advantage from its disclosure or use. "Confidential Information" includes, but is not limited to: the Company's customer, prospective customer, employee, consultant, vendor, and suppliers and information about such persons maintained by the Company, the Company's trade secrets, non-public information regarding inventions, research, development, discoveries, designs, formulas, ideas, concepts, systems, practices, know-how, methods, techniques, processes, studies, technologies, theories, computer software (source and object code), computer hardware, automated systems, databases, data scripts, engineering, marketing, merchandising, purchasing, finances, sales, business policies, strategic plans, procedures, records, plans and analysis for the Company, and all derivatives, improvements, and enhancements to any of the above. "Confidential Information" will also include information (i) about the business affairs of and arrangements with third parties (including, but not limited to, customers, business partners, vendors and acquisition targets) that such third parties provide to the Company in confidence and any lists of customers, vendors or partners, including, without limitation, all non-public information regarding such entities or persons (including all contact information, or other information provided by such entities to the Company or any information obtained or developed by the Company about such persons or entities in the context of the Company's business and (ii) the Company possesses about its customers, including all personally identifiable information and all information provided by such customers to the Company and all other information about its customer (individually or in the aggregate) the Company obtains from third parties or through its operations of the business. Confidential Information will not lose its protected status under this Agreement if it becomes generally known to the public or to other persons through improper means such as the unauthorized use or disclosure of the information by Employee or another person.
2. **Unauthorized Use or Disclosure.** Employee acknowledges that access or use of the Company's computer network and electronically stored information is for the Company's sole and

exclusive benefit and that any use of the Company's computer systems or network or removal or use of information (including Confidential Information) in any form (electronic, printed, etc.) for any purpose other than for the benefit of the Company and its business interest is unauthorized and strictly prohibited. Employee promises and agrees: (a) to hold the Confidential Information, including any such information developed by Employee for the Company, in confidence; (b) to protect and safeguard the Confidential Information against unauthorized use, publication, or disclosure, and not disclose it to any person or entity other than employees or agents of Company who need to know the Confidential Information and in those instances only to the extent justified by that need; (c) not to use any of the Confidential Information except for the business purposes of the Company; (d) not to directly or indirectly reveal, report, publish, disclose, transfer, or otherwise use any of the Confidential Information for any purpose whatsoever except as specifically authorized by the Company or otherwise strictly in accordance with this Agreement; (e) not to use or refer to Confidential Information in articles, publications, lectures, or presentations to third parties without advance written authorization of the Company; (f) to comply with all confidentiality, security, privacy and public communication policies of the Company; (g) that in the event that Employee becomes legally compelled by deposition, interrogation, subpoena, civil investigative demand, or similar process to disclose any of the Confidential Information, the Employee so compelled shall provide the Company with prompt prior written notice of such requirement so the Company may seek a protective order or other appropriate remedy or waive compliance with the terms of this Agreement. In the event that the Company does not obtain a protective order, Employee agrees to furnish only the portion of the Confidential Information which Employee is advised by written opinion of counsel is legally required; (h) that Employee shall promptly notify Employee's supervisor or the appropriate office or officer of the Company if Employee learns of any possible unauthorized use or disclosure of Confidential Information and shall cooperate fully with the Company to enforce its rights with respect to such information; and (i) that Employee shall have no right to ownership or license to Confidential Information and cannot assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the Company. The obligations of this paragraph will apply throughout Employee's employment with the Company and for so long thereafter as the Confidential

Information remains (i) information that the Company maintains as confidential or (ii) a trade secret of the Company.

3. **Employee Recordkeeping and Computer Use.** Employee agrees to preserve records on current and prospective Company customers, suppliers, and other business relationships that he or she develops or helps to develop while employed with the Company, and any additional records that incorporate Confidential Information, and copies thereof (collectively "Proprietary Materials"), and agrees not to destroy or delete any such Proprietary Materials without the prior authorization of the Company that is specific to those materials. Employee further acknowledges that such Proprietary Materials are the sole and exclusive property of the Company. Employee will not knowingly use Company computers, email, databases, systems, networks or other resources or assets for a purpose that conflicts with the business interests of the Company or otherwise violates the terms of this Agreement or any other Company policies. Upon the termination of employment (or earlier if so requested), Employee will return to Company all Proprietary Materials and any other materials which are furnished to the Employee by the Company or which are developed by the Employee in the course of his employment with the Company and all copies thereof (whether maintained as hard copies, email, on flash drives, or any other storage device), that are in Employee's possession or control. Upon request, Employee shall certify to Company that Employee has returned all Proprietary Materials.
4. **Obligation to Disclose Inventions.** Employee agrees to promptly disclose to Company all inventions, ideas, improvements, systems, methods, processes, concepts, know-how, software (in any form including source code or object code), algorithms, discoveries, trade secrets, trademarks (registered or unregistered), database rights, works, creations, and other intellectual property (collectively "Inventions") or otherwise copyright or patent eligible works, that Employee develops, discovers, or creates that: (a) relate to the business of the Company or its affiliates, or to their actual or demonstrably anticipated research, development and strategy, future work, product development or projects, whether or not conceived or developed alone or with others, and whether or not conceived or developed during regular working hours; (b) result from any work Employee performed for Company or its affiliates; or (c) involve the use or assistance of time, property, tools, or other



resources of the Company or its affiliates, all such Inventions being hereafter referred to as "Company Inventions."

5. **Assignment of Inventions.** All Company Inventions, and rights thereto, moral and otherwise, will be Company's sole and exclusive property unless otherwise agreed by both parties in writing. Employee acknowledges that all original works of authorship which are made by Employee (solely or jointly with others) within the scope of Employee's employment with the Company and which are eligible for copyright protection are "works made for hire" as that term is defined in the United States Copyright Act (17 U.S.C., Section 101). Employee does hereby grant and assign to Company all right, title, and interest to any Company Inventions that Employee has acquired or may subsequently acquire while employed with the Company.
6. **Obligation to Cooperate and Execute Necessary Documents.** Employee will take all actions requested by the Company and otherwise assist the Company or its designee to obtain, perfect, and enforce the Company's rights in the Company Inventions, including any proprietary rights relating thereto, in any and all countries. Such actions include the disclosure to the Company of all pertinent information and data with respect to Company Inventions and the execution of applications, specifications, oaths, assignments, recordings, and other instruments (collectively "Instruments") concerning such Inventions. Employee's obligation to cooperate with the Company and to execute Instruments as described in this section shall continue after the termination of Employee's employment with the Company for any reason, but the Company shall compensate Employee at a reasonable rate for the time actually spent by Employee at the Company's request with respect to such cooperation after the termination of employment. Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney in fact, to act for and on Employee's behalf to execute and file any Instruments and to do all other lawfully permitted acts to further the application for, registration, prosecution, perfection, issuance, maintenance, or transfer of patents, copyrights, and other proprietary rights with the same legal force and effect as if originally executed by Employee, which designation the Company shall exercise if the Company is unable because of Employee's mental or physical incapacity, unavailability, or other reason to secure Employee's signature on any Instrument.

7. **Waiver of Claims.** Employee hereby waives and irrevocably assigns to the Company any and all claims, which Employee now or hereafter has for infringement of any and all proprietary rights assigned to the Company under this Agreement and any other rights that may not be assignable under applicable law. Except where Employee can show otherwise by clear and convincing evidence, it shall be presumed that any invention created or conceived, in whole or in part, by Employee within a one year period following the termination of Employee's employment with the Company that relates to the business of Company or its affiliates, or any actual or demonstrably anticipated research of Company or its affiliates, shall be considered a Company Invention that is assigned to the Company by Employee.
8. **Exception to Assignment of Inventions.** Notwithstanding the foregoing, to the extent not preempted by federal law, and if applicable state law where Employee resides requires it, such as in Illinois (pursuant to 765 ILCS § 1060-2), Employee is notified that: no provision in this Agreement requires Employee to assign any of his or her rights to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on Employee's own time, unless (a) the invention relates at the time of conception or reduction to practice of the invention, (i) to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by Employee for the Company.
9. **Prior or Other Intellectual Property Agreements.** This Agreement is intended to compliment and supplement, not replace, any additional written agreement(s) the parties may have regarding specific Company Inventions. To the extent Employee has previously developed, alone or with others, any Inventions that Employee believes should be excluded from the coverage of Company Inventions under this Agreement, Employee has identified them on Exhibit A to this Agreement. If full disclosure of any such Invention on Exhibit A would cause Employee to violate any prior confidentiality agreement with a former employer or other third party, Employee will describe such Invention in Exhibit A at the most specific level possible without violating any such prior confidentiality agreement. Without limiting Employee's obligations under this Agreement or the representations and warranties made in Section 2.10, if Employee nonetheless improperly uses an Invention identified

in Exhibit A or that should have been identified in Exhibit A in the course of Employee's employment, or incorporates such an Invention in any product, service, or other offering of the Company, Employee hereby grants Company a non-exclusive, royalty-free, perpetual, and irrevocable, worldwide right to make, use, sell, import, reproduce, distribute, modify, display, perform, and sublicense such Invention for the purpose of developing, manufacturing, marketing, selling, supporting, and distributing Company products, services, and other Company offerings worldwide either directly or through multiple tiers of distribution or, if Employee cannot grant such rights, Employee will secure for the Company such rights from the owner of such Invention.

10. **Representations and Warranties.** Employee represents and warrants that: (a) Employee's performance of all provisions of this Agreement and Employee's duties as an employee of the Company will not breach any agreement or other obligation to keep in confidence proprietary or confidential information known to Employee before or after the commencement of Employee's employment with the Company; (b) Employee is not a party to any agreement or otherwise obliged to third parties such that would prevent Employee from assigning rights to Company Inventions to the Company as may be required pursuant to Section 2.5; (c) there is no action, investigation, or proceeding pending or threatened, or any basis for any of the foregoing known to Employee, involving Employee's prior employment, Employee's prior work for third parties as an independent contractor, or Employee's use of any information or Inventions of any former employer or third party; and (d) Employee will not disclose to the Company, use in the performance of Employee's work for the Company, or induce the Company to use, any Inventions, confidential or proprietary information, or other material belonging to any previous employer or to any other party in violation of any obligation of confidentiality to such party or in violation of such party's proprietary rights.

**SECTION 3. Protective Covenants.** Employee stipulates that: (a) the protective covenants provided for below are reasonable and necessary to protect legitimate business interests of the Company, and do not impose an unreasonable burden upon Employee or upon the public's interests; and (b) confidentiality and non-disclosure obligations standing alone are inadequate to protect the Company's legitimate business interests and to prevent irreparable harm.

1. **Restriction Against Employee Interference.** Employee agrees that during employment and for a period of twenty-four (24) months following termination (voluntary or involuntary) of Employee's employment with Company, Employee will not knowingly (a) solicit or communicate, directly or indirectly, with an employee or consultant of the Company for the purpose of inducing or encouraging the employee or consultant to leave the employment of the Company or to change an existing business relationship such employee or consultant has with the Company; or (b) help another person or entity evaluate a Company employee as an employment candidate. In the event that a violation of this section results in, or is a contributing factor in, the termination of a Company employee's employment, then Employee shall make a liquidated damage payment to the Company that is equal to 30% of the of terminated employee's total annual compensation with the Company in the preceding twelve (12) months, and such payment shall be in addition to (and not in lieu of) injunctive relief to prevent further violations of this Agreement that Company may otherwise be entitled to.
2. **Agreement Not to Disparage Company.** Employee will not make any disparaging or defamatory or untrue remarks to any third-party concerning the Company or any of its employees, management or supervisors. Such third parties include, but are not limited to, the press and public media (such as, any employees or agents of newspapers, television stations, radio stations or other media), any organizations or associations, any Internet websites, social media websites, "home pages," "Facebook pages," "Twitter feeds", "blogs" or "chat-rooms," Employer's former employees, current employees or prospective employees.
3. **State of Residence Modifications.** If Employee is employed in the State of California, the provisions of Section 3.1 shall only apply during the term of Employee's employment and not for any period thereafter, unless Employee is in possession of Confidential Information. If Employee is in possession of Confidential Information, the post-termination periods set forth in Section 3.1 shall apply to prohibit Employee from using such Confidential Information.
4. **Survival of Restrictions.** The Agreement's post-employment obligations will survive the termination of Employee's employment with Company, regardless of the cause of the termination. If Employee violates one of the post-employment

restrictions in this Agreement for which there is a specific time limitation, the time period for that restriction will be extended by one day for each day Employee violates it, up to a maximum extension equal to the length of time prescribed for the restriction, so as to give Company the full benefit of the bargained-for length of forbearance (but not to exceed one year). If a court finds any of the Agreement's restrictions unenforceable as written, it is the intention of the parties that the Court revise or reduce the restriction (for the jurisdiction covered by that court only) so as to make the restriction enforceable to the maximum extent legally allowed within that jurisdiction to protect the Company's interests.

**SECTION 4.** Notice. In the event Employee is offered and intends to accept an offer of employment by a person or entity other than the Company, Employee will advise such person or entity of the terms of this Agreement prior to performing services and will insure that his or her services do not violate this Agreement in any way. Company will be entitled to tell any future or prospective employer of Employee or any entity to which Employee does or may provide services to, whether as a contractor, consultant, or otherwise, about this Agreement and the Company's opinion regarding its application without such being considered a wrongful act of any kind. If requested to do so, Employee will cooperate in discussions with the prospective employer or the Company in an effort to resolve any concerns that the Company may have regarding the position and any potential violation of this Agreement.

**SECTION 5. Special Remedies.**

1. **Injunctive Relief.** In the event of a violation or threatened violation of one of the restrictions in this Agreement, the party seeking to enforce the restriction shall be entitled to specific performance, injunctive relief by temporary restraining order, temporary injunction, or permanent injunction, in addition to (but not to the exclusion of) any damages or other remedies allowed by law. Employee acknowledges and agrees that irreparable injury will result to Company from Employee's violation of any of the terms of this Agreement. Employee further acknowledges that the Confidential Information, Proprietary Materials, and Company Inventions referenced herein are of a unique character and that breach of this Agreement would cause the Company irreparable harm, which cannot be reasonably or adequately compensated for in damages in an action at law. The Parties agree that One

Thousand Dollars is the amount for the bond to be posted by the Company if an injunction is sought by Company to enforce the obligations in this Agreement.

2. **Costs and Attorneys' Fees.** In the event Company pursues legal action to enforce one of more provisions of this Agreement, Company shall be entitled to recover its reasonable attorney's fees, expert witness fees, and all other costs from Employee.
3. **Indemnification.** Employee agrees to indemnify and hold harmless the Company and its officers, directors, shareholders, employees, and agents from and against any and all losses, damages, claims, liabilities, expenses, joint or several incurred or suffered by the Company as a result of Employee's breach of this Agreement.

#### **SECTION 6. Miscellaneous.**

1. **Waiver.** This Agreement may not be waived, modified, altered, or amended except by written agreement of all parties or by court order. If either party waives his, her, or its right to pursue a claim for the other's breach of any provision of the Agreement, the waiver will not extinguish that party's right to pursue a claim for a subsequent breach.
2. **Modification.** It is the intention of the parties that if any provision of the Agreement is determined by a court of competent jurisdiction to be void, illegal, or unenforceable, in whole or in part, that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business, and other purposes of such invalid or unenforceable term.
3. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms

and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

4. **Entire Agreement.** Except where otherwise expressly indicated, this Agreement (including the recitals herein which are incorporated and deemed part of the Agreement) contains the parties' entire agreement concerning the matters covered in it; provided that if a post-employment restrictive covenant in this Agreement is found unenforceable (despite, and after application of, any applicable right to reformation that could add or renew enforceability), then any prior agreement between the parties that would provide for a restriction on the same or substantially similar post-employment conduct of Employee shall not be considered superseded and shall be restored to effect.
5. **Assignment.** This Agreement will inure to the benefit of Company's successors in interest, affiliates, subsidiaries, parents, purchasers, or assignees, and may be enforced by any one or more of same, without need of any further authorization or agreement from Employee.
6. **Governing Law and Consent to Jurisdiction.** The laws of the State of Illinois will govern this Agreement, the construction, application, and enforcement of its terms, and the rights of the parties in any dispute arising from this Agreement, regardless of any conflicts of law principles of Illinois or any other state at issue. Any action relating to or arising from this Agreement may be brought in the courts of Cook County Illinois or the United States District Court for the Northern District of Illinois (if sufficient grounds for federal court jurisdiction exist). Employee expressly consents to personal jurisdiction and venue in the aforementioned courts and to service of process by United States Mail or express courier service in any such action.

**SECTION 7.** Settlement Purpose. The parties agree that an important purpose of this Agreement is to resolve uncertainties and settle and avoid future disputes as to the conduct, jobs, or activities that would by their nature be likely to involve the use or disclosure of Confidential Information, conversion of Company's business relationships, goodwill, or specialized training, or similar irreparable harm to the Company. Accordingly, the parties have agreed to restrictions in this Agreement in order to have a predictable set of boundaries they can rely on in making future decisions and to avoid legal disputes over what is an

enforceable, reasonable, and necessary set of restrictions. Employee therefore agrees not to sue or otherwise initiate a legal action to challenge the enforceability of any restriction in this Agreement pertaining to Employee.

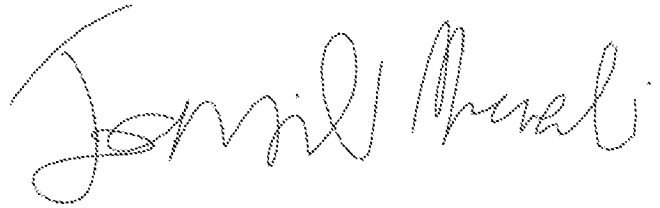
**SECTION 8.** Acknowledgement. EMPLOYEE ACKNOWLEDGES THAT HE OR SHE HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS WHICH IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO EMPLOYEE TO INDUCE HIM OR HER TO SIGN THIS AGREEMENT. EMPLOYEE SIGNS THIS AGREEMENT VOLUNTARILY AND FREELY. EMPLOYEE IS EXPECT TO KEEP A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE AND CAN REQUEST A COPY OF THIS AGREEMENT FROM THE COMPANY AT ANY TIME.

AGREED to and effective as of 12/20/2015.

*[Signature Page Follows]*



Employee

A handwritten signature in cursive script, appearing to read "Jamil Merali".

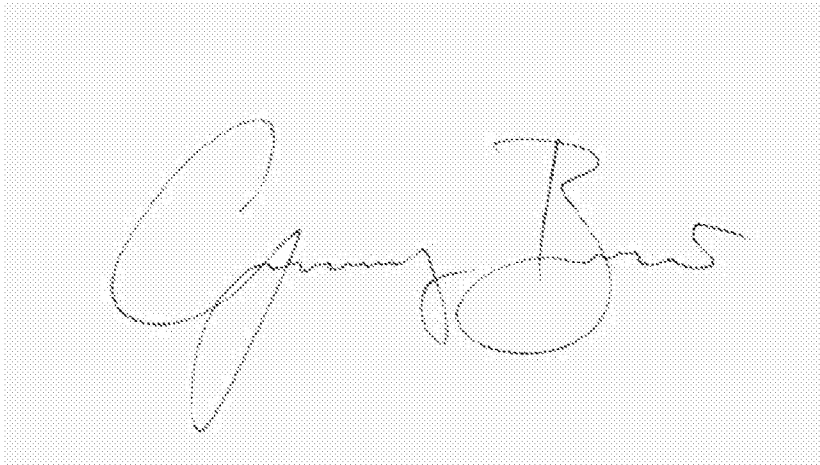
Jamil Merali

Dated: 12/20/2015

Accepted and Agreed to:

Raise Marketplace Inc

By

A handwritten signature in cursive script, appearing to read "George Bousis".

Name George Bousis

Title Founder and CEO

## EXHIBIT A

### Prior Inventions Disclosure

**Prior Inventions.** As concerns Inventions (as defined in the Agreement) that Employee believes should be excluded from the coverage of Company Inventions under this Agreement, Employee identifies the following any Inventions claimed by Employee (without disclosing any confidential information). If Employee does not disclose any Inventions in this form, then Employee claims no prior Inventions under Section 2.9 of this Agreement.

None

## **CONFIDENTIAL INFORMATION AND IP ASSIGNMENT AGREEMENT**

This Confidential Information and IP Assignment Agreement (the "Agreement") is made and entered into as of date hereof by and between Raise Marketplace Inc., a Delaware corporation (the "Company") and Daniel Chung ("Employee"). The Company and Employee are individually referred to as a "Party" and collectively referred to as the "Parties."

Employee acknowledges that the Company's Confidential Information, including its proprietary non-publicly available technical information related to the Company's business, product and services in (including any in development) including, without limitation, its copyrights, patents, techniques, sketches, drawings, models, inventions, business plans, know-how, processes, apparatus, trade secrets and equipment, is among the Company's most important assets and is critical to its continued success. But for Employee's employment relationship with the Company, Employee would not have the ability to access, use, or review the Company's Confidential Information. Employee further acknowledges that the Company is under no obligation to, but, provided that Employee enters into this Agreement and agrees to remain bound by it, will provide Employee with access to Confidential Information during the employment term for the purpose of furthering the Company's business.

Employee further acknowledges that it would be impossible for Employee to perform similar duties for another employer engaged in the same or similar business as the Company without drawing on or disclosing the knowledge Employee possesses regarding the Company's Confidential Information.

Now, therefore, in consideration of the promises, the covenants, and agreements contained herein, the employment of Employee and the benefits resulting therefrom to Employee and Company, as well as for other good and valuable consideration received, the sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

### **SECTION 1. Employee's Position.**

1. **Duties.** Employee will dedicate his or her full working time and effort to the duties of the position assigned to Employee by the Company, and will not engage in other employment without written approval of the Company. Employee will remain loyal, comply with Company policies and procedures, and avoid conflicts of interest. Employee will promptly inform and direct to Company all business opportunities of which Employee is aware that may be of interest to the Company in its line of business. This Agreement supplements, and does not eliminate or diminish the common law duties that Employee has to the Company.
2. **Position of Trust.** In reliance upon Employee's promises in this Agreement, Company will provide Employee with one or more of the following: (a) access to

the Company's Confidential Information (through a computer password or other means) with periodic updates; (b) authorization to communicate with customers, prospective customers, vendors, suppliers or prospective vendors and suppliers; and (c) authorization to participate in specialized training related to Company's business.

3. **Employment At Will.** Nothing in this Agreement is intended to, or shall be construed to, create a contractual guarantee of continued employment for any definite period of time. Both parties reserve the right to terminate the employment relationship between them at any time at their discretion without cause or notice unless otherwise clearly agreed through a separate written agreement. The at-will nature of Employee's employment also means that Employee can be transferred or demoted, and Employee's job title, compensation, benefits and other terms and conditions of employment can be reduced, without cause.
4. **Publicity Rights.** Employee hereby grants Company the right, but not the obligation, to use and to license others the right to use Employee's name, voice, signature, photograph, likeness, and biographical information in connection with or related to Employee's employment with Company.
5. **Sufficient Consideration.** The Parties agree that Employee's receipt of compensation in the context of employment by the Company is sufficient consideration to support this Agreement and the Employee obligations herein.

## **SECTION 2. Confidential Information, Proprietary Materials, and Company Inventions.**

1. **Definition of Confidential Information.** "Confidential Information" refers to an item of information, or a compilation of information, in any form (tangible or intangible), related to the Company's business that Company has not made public or authorized public disclosure of, and that is not generally known to the public or to other persons who might obtain value or competitive advantage from its disclosure or use. "Confidential Information" includes, but is not limited to: the Company's customer, prospective customer, employee, consultant, vendor, and suppliers and information about such persons maintained by the Company, the Company's trade secrets, non-public information regarding inventions, research, development, discoveries, designs, formulas, ideas, concepts, systems, practices, know-how, methods, techniques, processes, studies, technologies, theories, computer software (source and object code), computer hardware, automated systems, databases, data scripts, engineering, marketing, merchandising, purchasing, finances, sales, business policies, strategic plans, procedures, records, plans and analysis for the Company, and all derivatives, improvements, and enhancements to any of the above. "Confidential Information" will also include information (i) about the business affairs of and arrangements with third parties (including, but not limited to, customers, business partners, vendors and

acquisition targets) that such third parties provide to the Company in confidence and any lists of customers, vendors or partners, including, without limitation, all non-public information regarding such entities or persons (including all contact information, or other information provided by such entities to the Company or any information obtained or developed by the Company about such persons or entities in the context of the Company's business and (ii) the Company possesses about its customers, including all personally identifiable information and all information provided by such customers to the Company and all other information about its customer (individually or in the aggregate) the Company obtains from third parties or through its operations of the business. Confidential Information will not lose its protected status under this Agreement if it becomes generally known to the public or to other persons through improper means such as the unauthorized use or disclosure of the information by Employee or another person.

2. **Unauthorized Use or Disclosure.** Employee acknowledges that access or use of the Company's computer network and electronically stored information is for the Company's sole and exclusive benefit and that any use of the Company's computer systems or network or removal or use of information (including Confidential Information) in any form (electronic, printed, etc.) for any purpose other than for the benefit of the Company and its business interest is unauthorized and strictly prohibited. Employee promises and agrees: (a) to hold the Confidential Information, including any such information developed by Employee for the Company, in confidence; (b) to protect and safeguard the Confidential Information against unauthorized use, publication, or disclosure, and not disclose it to any person or entity other than employees or agents of Company who need to know the Confidential Information and in those instances only to the extent justified by that need; (c) not to use any of the Confidential Information except for the business purposes of the Company; (d) not to directly or indirectly reveal, report, publish, disclose, transfer, or otherwise use any of the Confidential Information for any purpose whatsoever except as specifically authorized by the Company or otherwise strictly in accordance with this Agreement; (e) not to use or refer to Confidential Information in articles, publications, lectures, or presentations to third parties without advance written authorization of the Company; (f) to comply with all confidentiality, security, privacy and public communication policies of the Company; (g) that in the event that Employee becomes legally compelled by deposition, interrogation, subpoena, civil investigative demand, or similar process to disclose any of the Confidential Information, the Employee so compelled shall provide the Company with prompt prior written notice of such requirement so the Company may seek a protective order or other appropriate remedy or waive compliance with the terms of this Agreement. In the event that the Company does not obtain a protective order, Employee agrees to furnish only the portion of the Confidential Information which Employee is advised by written opinion of counsel is legally required; (h) that Employee shall promptly notify Employee's supervisor or the appropriate office or officer of the Company if Employee learns of any possible unauthorized

use or disclosure of Confidential Information and shall cooperate fully with the Company to enforce its rights with respect to such information; and (i) that Employee shall have no right to of ownership or license to Confidential Information and cannot assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the Company. The obligations of this paragraph will apply throughout Employee's employment with the Company and for so long thereafter as the Confidential Information remains (i) information that the Company maintains as confidential or (ii) a trade secret of the Company.

3. **Employee Recordkeeping and Computer Use.** Employee agrees to preserve records on current and prospective Company customers, suppliers, and other business relationships that he or she develops or helps to develop while employed with the Company, and any additional records that incorporate Confidential Information, and copies thereof (collectively "Proprietary Materials"), and agrees not to destroy or delete any such Proprietary Materials without the prior authorization of the Company that is specific to those materials. Employee further acknowledges that such Proprietary Materials are the sole and exclusive property of the Company. Employee will not knowingly use Company computers, email, databases, systems, networks or other resources or assets for a purpose that conflicts with the business interests of the Company or otherwise violates the terms of this Agreement or any other Company policies. Upon the termination of employment (or earlier if so requested), Employee will return to Company all Proprietary Materials and any other materials which are furnished to the Employee by the Company or which are developed by the Employee in the course of his employment with the Company and all copies thereof (whether maintained as hard copies, email, on flash drives, or any other storage device), that are in Employee's possession or control. Upon request, Employee shall certify to Company that Employee has returned all Proprietary Materials.
4. **Obligation to Disclose Inventions.** Employee agrees to promptly disclose to Company all inventions, ideas, improvements, systems, methods, processes, concepts, know-how, software (in any form including source code or objet code), algorithms, discoveries, trade secrets, trademarks (registered or unregistered), database rights, works, creations, and other intellectual property (collectively "Inventions") or otherwise copyright or patent eligible works, that Employee develops, discovers, or creates that: (a) relate to the business of the Company or its affiliates, or to their actual or demonstrably anticipated research, development and strategy, future work, product development or projects, whether or not conceived or developed alone or with others, and whether or not conceived or developed during regular working hours; (b) result from any work Employee performed for Company or its affiliates; or (c) involve the use or assistance of time, property, tools, or other resources of the Company or its affiliates, all such Inventions being hereafter referred to as "Company Inventions."

5. **Assignment of Inventions.** All Company Inventions, and rights thereto, moral and otherwise, will be Company's sole and exclusive property unless otherwise agreed by both parties in writing. Employee acknowledges that all original works of authorship which are made by Employee (solely or jointly with others) within the scope of Employee's employment with the Company and which are eligible for copyright protection are "works made for hire" as that term is defined in the United States Copyright Act (17 U.S.C., Section 101). Employee does hereby grant and assign to Company all right, title, and interest to any Company Inventions that Employee has acquired or may subsequently acquire while employed with the Company.
6. **Obligation to Cooperate and Execute Necessary Documents.** Employee will take all actions requested by the Company and otherwise assist the Company or its designee to obtain, perfect, and enforce the Company's rights in the Company Inventions, including any proprietary rights relating thereto, in any and all countries. Such actions include the disclosure to the Company of all pertinent information and data with respect to Company Inventions and the execution of applications, specifications, oaths, assignments, recordings, and other instruments (collectively "Instruments") concerning such Inventions. Employee's obligation to cooperate with the Company and to execute Instruments as described in this section shall continue after the termination of Employee's employment with the Company for any reason, but the Company shall compensate Employee at a reasonable rate for the time actually spent by Employee at the Company's request with respect to such cooperation after the termination of employment. Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney in fact, to act for and on Employee's behalf to execute and file any Instruments and to do all other lawfully permitted acts to further the application for, registration, prosecution, perfection, issuance, maintenance, or transfer of patents, copyrights, and other proprietary rights with the same legal force and effect as if originally executed by Employee, which designation the Company shall exercise if the Company is unable because of Employee's mental or physical incapacity, unavailability, or other reason to secure Employee's signature on any Instrument.
7. **Waiver of Claims.** Employee hereby waives and irrevocably assigns to the Company any and all claims, which Employee now or hereafter has for infringement of any and all proprietary rights assigned to the Company under this Agreement and any other rights that may not be assignable under applicable law. Except where Employee can show otherwise by clear and convincing evidence, it shall be presumed that any invention created or conceived, in whole or in part, by Employee within a one year period following the termination of Employee's employment with the Company that relates to the business of Company or its affiliates, or any actual or demonstrably anticipated research of Company or its affiliates, shall be considered a Company Invention that is assigned to the Company by Employee.

8. **Exception to Assignment of Inventions.** Notwithstanding the foregoing, to the extent not preempted by federal law, and if applicable state law where Employee resides requires it, such as in Illinois (pursuant to 765 ILCS § 1060-2), Employee is notified that: no provision in this Agreement requires Employee to assign any of his or her rights to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on Employee's own time, unless (a) the invention relates at the time of conception or reduction to practice of the invention, (i) to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by Employee for the Company.
9. **Prior or Other Intellectual Property Agreements.** This Agreement is intended to compliment and supplement, not replace, any additional written agreement(s) the parties may have regarding specific Company Inventions. To the extent Employee has previously developed, alone or with others, any Inventions that Employee believes should be excluded from the coverage of Company Inventions under this Agreement, Employee has identified them on Exhibit A to this Agreement. If full disclosure of any such Invention on Exhibit A would cause Employee to violate any prior confidentiality agreement with a former employer or other third party, Employee will describe such Invention in Exhibit A at the most specific level possible without violating any such prior confidentiality agreement. Without limiting Employee's obligations under this Agreement or the representations and warranties made in Section 2.10, if Employee nonetheless improperly uses an Invention identified in Exhibit A or that should have been identified in Exhibit A in the course of Employee's employment, or incorporates such an Invention in any product, service, or other offering of the Company, Employee hereby grants Company a non-exclusive, royalty-free, perpetual, and irrevocable, worldwide right to make, use, sell, import, reproduce, distribute, modify, display, perform, and sublicense such Invention for the purpose of developing, manufacturing, marketing, selling, supporting, and distributing Company products, services, and other Company offerings worldwide either directly or through multiple tiers of distribution or, if Employee cannot grant such rights, Employee will secure for the Company such rights from the owner of such Invention.
10. **Representations and Warranties.** Employee represents and warrants that: (a) Employee's performance of all provisions of this Agreement and Employee's duties as an employee of the Company will not breach any agreement or other obligation to keep in confidence proprietary or confidential information known to Employee before or after the commencement of Employee's employment with the Company; (b) Employee is not a party to any agreement or otherwise obliged to third parties such that would prevent Employee from assigning rights to Company Inventions to the Company as may be required pursuant to Section 2.5; (c) there is no action, investigation, or proceeding pending or threatened, or any basis for any of the foregoing known to Employee, involving Employee's



prior employment, Employee's prior work for third parties as an independent contractor, or Employee's use of any information or Inventions of any former employer or third party; and (d) Employee will not disclose to the Company, use in the performance of Employee's work for the Company, or induce the Company to use, any Inventions, confidential or proprietary information, or other material belonging to any previous employer or to any other party in violation of any obligation of confidentiality to such party or in violation of such party's proprietary rights.

**SECTION 3. Protective Covenants.** Employee stipulates that: (a) the protective covenants provided for below are reasonable and necessary to protect legitimate business interests of the Company, and do not impose an unreasonable burden upon Employee or upon the public's interests; and (b) confidentiality and non-disclosure obligations standing alone are inadequate to protect the Company's legitimate business interests and to prevent irreparable harm.

1. **Restriction Against Employee Interference.** Employee agrees that during employment and for a period of twenty-four (24) months following termination (voluntary or involuntary) of Employee's employment with Company, Employee will not knowingly (a) solicit or communicate, directly or indirectly, with an employee or consultant of the Company for the purpose of inducing or encouraging the employee or consultant to leave the employment of the Company or to change an existing business relationship such employee or consultant has with the Company; or (b) help another person or entity evaluate a Company employee as an employment candidate. In the event that a violation of this section results in, or is a contributing factor in, the termination of a Company employee's employment, then Employee shall make a liquidated damage payment to the Company that is equal to 30% of the of terminated employee's total annual compensation with the Company in the preceding twelve (12) months, and such payment shall be in addition to (and not in lieu of) injunctive relief to prevent further violations of this Agreement that Company may otherwise be entitled to.
2. **Agreement Not to Disparage Company.** Employee will not make any disparaging or defamatory or untrue remarks to any third-party concerning the Company or any of its employees, management or supervisors. Such third parties include, but are not limited to, the press and public media (such as, any employees or agents of newspapers, television stations, radio stations or other media), any organizations or associations, any Internet websites, social media websites, "home pages," "Facebook pages," "Twitter feeds", "blogs" or "chat-rooms," Employer's former employees, current employees or prospective employees.
3. **State of Residence Modifications.** If Employee is employed in the State of California, the provisions of Section 3.1 shall only apply during the term of Employee's employment and not for any period thereafter, unless Employee is in possession of Confidential Information. If Employee is in possession of

Confidential Information, the post-termination periods set forth in Section 3.1 shall apply to prohibit Employee from using such Confidential Information.

4. **Survival of Restrictions.** The Agreement's post-employment obligations will survive the termination of Employee's employment with Company, regardless of the cause of the termination. If Employee violates one of the post-employment restrictions in this Agreement for which there is a specific time limitation, the time period for that restriction will be extended by one day for each day Employee violates it, up to a maximum extension equal to the length of time prescribed for the restriction, so as to give Company the full benefit of the bargained-for length of forbearance (but not to exceed one year). If a court finds any of the Agreement's restrictions unenforceable as written, it is the intention of the parties that the Court revise or reduce the restriction (for the jurisdiction covered by that court only) so as to make the restriction enforceable to the maximum extent legally allowed within that jurisdiction to protect the Company's interests.

**SECTION 4.** Notice. In the event Employee is offered and intends to accept an offer of employment by a person or entity other than the Company, Employee will advise such person or entity of the terms of this Agreement prior to performing services and will insure that his or her services do not violate this Agreement in any way. Company will be entitled to tell any future or prospective employer of Employee or any entity to which Employee does or may provide services to, whether as a contractor, consultant, or otherwise, about this Agreement and the Company's opinion regarding its application without such being considered a wrongful act of any kind. If requested to do so, Employee will cooperate in discussions with the prospective employer or the Company in an effort to resolve any concerns that the Company may have regarding the position and any potential violation of this Agreement.

**SECTION 5. Special Remedies.**

1. **Injunctive Relief.** In the event of a violation or threatened violation of one of the restrictions in this Agreement, the party seeking to enforce the restriction shall be entitled to specific performance, injunctive relief by temporary restraining order, temporary injunction, or permanent injunction, in addition to (but not to the exclusion of) any damages or other remedies allowed by law. Employee acknowledges and agrees that irreparable injury will result to Company from Employee's violation of any of the terms of this Agreement. Employee further acknowledges that the Confidential Information, Proprietary Materials, and Company Inventions referenced herein are of a unique character and that breach of this Agreement would cause the Company irreparable harm, which cannot be reasonably or adequately compensated for in damages in an action at law. The Parties agree that One Thousand Dollars is the amount for the bond to be posted by the Company if an injunction is sought by Company to enforce the obligations in this Agreement.

2. **Costs and Attorneys' Fees.** In the event Company pursues legal action to enforce one of more provisions of this Agreement, Company shall be entitled to recover its reasonable attorney's fees, expert witness fees, and all other costs from Employee.
3. **Indemnification.** Employee agrees to indemnify and hold harmless the Company and its officers, directors, shareholders, employees, and agents from and against any and all losses, damages, claims, liabilities, expenses, joint or several incurred or suffered by the Company as a result of Employee's breach of this Agreement.

#### **SECTION 6. Miscellaneous.**

1. **Waiver.** This Agreement may not be waived, modified, altered, or amended except by written agreement of all parties or by court order. If either party waives his, her, or its right to pursue a claim for the other's breach of any provision of the Agreement, the waiver will not extinguish that party's right to pursue a claim for a subsequent breach.
2. **Modification.** It is the intention of the parties that if any provision of the Agreement is determined by a court of competent jurisdiction to be void, illegal, or unenforceable, in whole or in part, that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business, and other purposes of such invalid or unenforceable term.
3. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
4. **Entire Agreement.** Except where otherwise expressly indicated, this Agreement (including the recitals herein which are incorporated and deemed part of the Agreement) contains the parties' entire agreement concerning the matters covered in it; provided that if a post-employment restrictive covenant in this Agreement is found unenforceable (despite, and after application of, any applicable right to reformation that could add or renew enforceability), then any prior agreement between the parties that would provide for a restriction on the same or substantially similar post-employment conduct of Employee shall not be considered superseded and shall be restored to effect.

5. **Assignment**. This Agreement will inure to the benefit of Company's successors in interest, affiliates, subsidiaries, parents, purchasers, or assignees, and may be enforced by any one or more of same, without need of any further authorization or agreement from Employee.
6. **Governing Law and Consent to Jurisdiction**. The laws of the State of Illinois will govern this Agreement, the construction, application, and enforcement of its terms, and the rights of the parties in any dispute arising from this Agreement, regardless of any conflicts of law principles of Illinois or any other state at issue. Any action relating to or arising from this Agreement may be brought in the courts of Cook County Illinois or the United States District Court for the Northern District of Illinois (if sufficient grounds for federal court jurisdiction exist). Employee expressly consents to personal jurisdiction and venue in the aforementioned courts and to service of process by United States Mail or express courier service in any such action.

**SECTION 7.** Settlement Purpose. The parties agree that an important purpose of this Agreement is to resolve uncertainties and settle and avoid future disputes as to the conduct, jobs, or activities that would by their nature be likely to involve the use or disclosure of Confidential Information, conversion of Company's business relationships, goodwill, or specialized training, or similar irreparable harm to the Company. Accordingly, the parties have agreed to restrictions in this Agreement in order to have a predictable set of boundaries they can rely on in making future decisions and to avoid legal disputes over what is an enforceable, reasonable, and necessary set of restrictions. Employee therefore agrees not to sue or otherwise initiate a legal action to challenge the enforceability of any restriction in this Agreement pertaining to Employee.

**SECTION 8.** Acknowledgement. EMPLOYEE ACKNOWLEDGES THAT HE OR SHE HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS WHICH IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO EMPLOYEE TO INDUCE HIM OR HER TO SIGN THIS AGREEMENT. EMPLOYEE SIGNS THIS AGREEMENT VOLUNTARILY AND FREELY. EMPLOYEE IS EXPECT TO KEEP A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE AND CAN REQUEST A COPY OF THIS AGREEMENT FROM THE COMPANY AT ANY TIME.

AGREED to and effective as of 03/05/2016.

*[Signature Page Follows]*

Employee

A handwritten signature in black ink, appearing to read 'Daniel Chung', written in a cursive style.

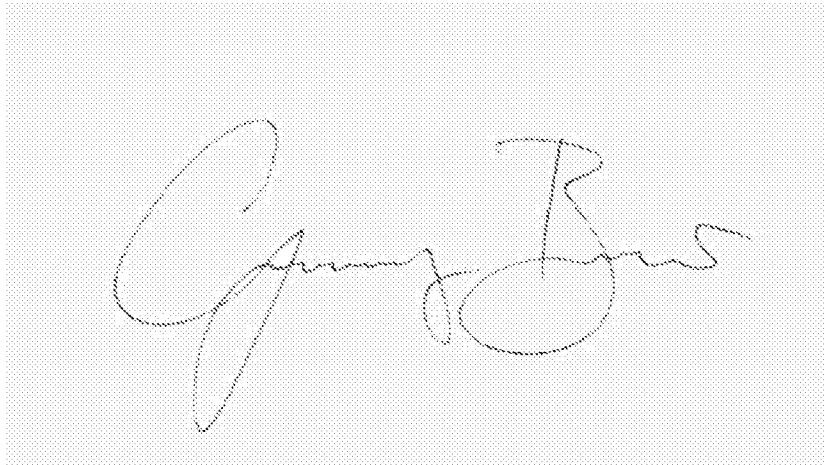
Daniel Chung

Dated: 03/05/2016

Accepted and Agreed to:

Raise Marketplace Inc

By

A handwritten signature in black ink, appearing to read 'George Bousis', written in a cursive style.

Name George Bousis

Title Founder and CEO

## EXHIBIT A

### Prior Inventions Disclosure

**Prior Inventions.** As concerns Inventions (as defined in the Agreement) that Employee believes should be excluded from the coverage of Company Inventions under this Agreement, Employee identifies the following any Inventions claimed by Employee (without disclosing any confidential information). If Employee does not disclose any Inventions in this form, then Employee claims no prior Inventions under Section 2.9 of this Agreement.

None

## Raise Code of Conduct

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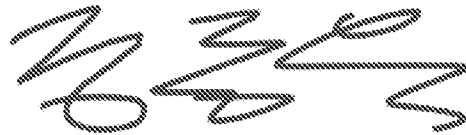
### ACKNOWLEDGMENT

Please review this Code of Conduct carefully, sign below and return this form in accordance with instructions provided to you by the company. A copy will be placed in your Raise personnel file. You should also keep a copy of this for your own work files.

I certify that I have received and read the Raise Code of Conduct. I agree to abide by the Code of Conduct. To the extent I am employed or otherwise work at Raise, I understand that doing so is a condition of my employment and/or engagement at Raise.

I also understand that I am encouraged to bring questions about the Code of Conduct, its interpretation or my obligations under it to the attention of management, including the General Counsel. I understand that I am obligated to report any known or suspected violations as directed in the Code.

Date: June 13, 2016



Employee's Signature

Dong Wook Chung  
Employee's Name