

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	NIRODHA SIRIWARDENE	06/28/2023
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	THINX INC.	
<b>Street Address:</b>	601 W. 26TH STREET, #325-2	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10001	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	16815961	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(312)876-7934	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
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<b>ATTORNEY DOCKET NUMBER:</b>	14000114-000004	
<b>NAME OF SUBMITTER:</b>	DIANE TATIANA FILATOV	
<b>SIGNATURE:</b>	/Diane Tatiana Filatov/	
<b>DATE SIGNED:</b>	07/06/2023	
<b>Total Attachments: 12</b>		
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## ASSIGNMENT

WHEREAS, **Nirodha Siriwardene**, a citizen of Sri Lanka, residing at 9 West 31st Street, Apartment 38C, New York, New York, 10001 US; referred to as ASSIGNOR, has invented certain new and useful inventions ("INVENTIONS") entitled:

### TECHNOLOGIES FOR INCONTINENCE UNDERWEAR

WHEREAS, ASSIGNOR has filed applications for Letters Patent, entitled the same, identified as U.S. Nonprovisional Application Serial No. 16/815,961 filed 11 March 2020 (the "APPLICATION"); and

WHEREAS, **Thinx Inc.**, with a principal place of business at 601 W. 26th Street, #325-2, New York, New York 10001 US, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in, to and under said INVENTIONS, APPLICATION, and all United States Letters Patent to be obtained therefrom.

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR hereby sells, assigns, transfers, grants and conveys to ASSIGNEE the full and exclusive right, title and interest in and to said APPLICATION and said INVENTIONS and any and all Letters Patents of the United States, to be obtained therefor on said APPLICATION and INVENTIONS and any and all non-provisionals, continuations, continuations-in-part, divisionals, renewals, substitutes, reexamination certificates and reissues thereof for the full term or terms for which the same may be granted.

ASSIGNOR also hereby sells, assigns, transfers, grants and conveys to ASSIGNEE the full and exclusive right, title and interest in and to said INVENTIONS in all foreign countries, and all applications for Letters Patent which may evolve therefrom or from the APPLICATION, including the right to claim priority, including International Convention priority, based thereon.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

**PATENT**

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ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said APPLICATION, said INVENTIONS and said Letters Patents as may be known and accessible to ASSIGNOR, and ASSIGNOR will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, defend and enforce said APPLICATION, said INVENTIONS, and said Letters Patents which may be necessary or desirable to carry out the purposes hereof.

DocuSigned by:

*Nathan Fox*

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Date: 6/28/2023

**Thinx Inc.**  
**by Nathan Fox, CFO & Treasurer**  
**On behalf of Nirodha Siriwardene**  
**Pursuant to Power of Attorney granted**  
**to Thinx Inc. on 07/30/2019 in**  
**Confidentially, Inventions**  
**and Arbitration Agreement**

DocuSigned by:

*Meghan Davis*

A503383AE6604DE...

Witness:

Print Name: Meghan Davis

6/28/2023

## EXHIBIT A

### CONFIDENTIALITY, INVENTIONS AND ARBITRATION AGREEMENT

As a condition of my employment with Thinx Inc. and its subsidiaries, affiliates, successors or assigns (collectively, the "**Company**"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following terms under this Confidentiality, Inventions and Arbitration Agreement (this "**Agreement**");

#### 1. Employment

(a) I understand and agree that my employment with the Company is for no specified period and constitutes at-will employment. I understand that I am free to resign at any time, for any reason or for no reason. Similarly, I understand that the Company is free to conclude its employment relationship with me at any time, with or without cause, and with or without notice.

(b) The Company and I acknowledge that I may have performed work, activities, services or made efforts on behalf of or for the benefit of the Company, or related to the current or prospective business of the Company in anticipation of my involvement with the Company, that would have been within the scope of my duties under this agreement if performed during the term of this Agreement, for a period of time prior to the Effective Date of this Agreement (the "**Prior Period**"). Accordingly, if and to the extent that, during the Prior Period: (i) I received access to any information from or on behalf of the Company that would have been Confidential Information (as defined below) if I received access to such information during the term of this Agreement; or (ii) I (a) conceived, created, authored, invented, developed or reduced to practice any item (including any intellectual property rights with respect thereto) on behalf of or for the benefit of the Company, or related to the current or prospective business of the Company in anticipation of my involvement with the Company, that would have been Intellectual Property (as defined below) if conceived, created, authored, invented, developed or reduced to practice during the term of this Agreement; or (b) incorporated into any such item any pre-existing invention, improvement, development, concept, discovery or other proprietary information that would have been a Prior Intellectual Property (as defined below) if incorporated into such item during the term of this Agreement; then any such information shall be deemed "Confidential Information" hereunder and any such item shall be deemed an "Intellectual Property" or "Prior Intellectual Property" hereunder, and this Agreement shall apply to such activities, information or item as if disclosed, conceived, created, authored, invented, developed or reduced to practice during the term of this Agreement.

#### 2. Confidential Information

(a) **Company Information.** I agree at all times during my employment (my "**Relationship with the Company**") and thereafter to hold in strictest confidence, and not to use except for the benefit of the Company or to disclose to any third party without written authorization of the Board of Directors of the Company, any Confidential Information of the Company. I understand that "**Confidential Information**" means any Company proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, business plans, product plans, products, services, customer lists, and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the term

of my Relationship with the Company), market research, works of original authorship, intellectual property (including, but not limited to, unpublished works and undisclosed patents), photographs, negatives, digital images, software, computer programs, ideas, developments, inventions (whether or not patentable), processes, formulas, technology, designs, drawings and engineering, hardware configuration information, forecasts, strategies, marketing, finances, or other business information disclosed to me by the Company (or any of the Company's director or indirect parent or subsidiary companies in the context of my Relationship with the Company) either directly or indirectly, in writing, orally or by drawings, observation, or inspection of parts or equipment. I further understand that Confidential Information does not include any of the foregoing items that has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

Notwithstanding the foregoing, I understand that (a) the Defend Trade Secrets Act of 2016 (the "DTSA") contains an immunity provision protecting employees and contractors from liability for the confidential disclosure of a trade secret to the government, directly or indirectly, or to an attorney, or in a sealed court filing, for the purpose of reporting or investigating a suspected violation of law or in connection with an anti-retaliation lawsuit and (b) nothing in this Agreement shall be construed to conflict with, or limit my rights with respect to the confidential disclosure of a trade secret as expressly allowed by, the DTSA or prohibit me from reporting possible violations of securities law or regulation to any governmental agency or entity, including but not limited to the Department of Justice and the Securities and Exchange Commission.

(b) **Other Employer Information.** I agree that I will not, during my Relationship with the Company, improperly use or disclose any confidential or proprietary information or trade secrets of any former or concurrent employer, other person, or entity and that I will not bring onto the premises of the Company any unpublished document, confidential information, or proprietary information belonging to any such employer, person, or entity unless consented to in writing by such employer, person, or entity.

(c) **Third Party Information.** I recognize that the Company has received and in the future will receive from third parties associated with the Company, e.g., the Company's customers, suppliers, licensors, licensees, partners, or collaborators ("*Associated Third Parties*"), their confidential or proprietary information ("*Associated Third Party Confidential Information*") subject to a duty on the Company's part to maintain the confidentiality of such Associated Third Party Confidential Information and to use it only for certain limited purposes. By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. I agree at all times during my employment with the Company and thereafter, that I owe the Company and its Associated Third Parties a duty to hold all such Associated Third Party Confidential Information in the strictest confidence, and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I further agree to comply with any and all Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information or violation of any Company policies during my employment may

lead to disciplinary action, up to and including immediate termination and legal action by the Company.

### 3. Intellectual Property

(a) **Assignment of Intellectual Property.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any original works of authorship, domain names, inventions, concepts, improvements, processes, methods, or trade secrets, whether or not patentable or registrable under copyright or similar laws, that I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during my Relationship with the Company (collectively referred to as "**Intellectual Property**") and that (i) are developed using the equipment, supplies, facilities, or Confidential Information of the Company, (ii) result from or are suggested by work performed by me for the Company, or (iii) relate to the Company's business or to the Company's actual or demonstrably anticipated research or development. The Intellectual Property will be the sole and exclusive property of the Company. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during my Relationship with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. To the extent any Intellectual Property is not deemed to be work made for hire, then I will and hereby do assign all my right, title, and interest in such Intellectual Property to the Company, except as provided in Section 3(e).

(b) **Patent and Copyright Registrations.** I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Intellectual Property and any copyrights, patents, trademarks, domain names, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments, and other instruments that the Company shall deem necessary to apply for and obtain such rights and to assign and convey to the Company and its successors, assigns, and nominees the sole and exclusive right, title, and interest in and to such Intellectual Property, and any copyrights, patents, trademarks, domain names, or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my assistance in perfecting the rights transferred in this Agreement, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent and copyright, trademark or domain name registrations thereon with the same legal force and effect as if executed by me. The designation and appointment of the Company and its duly authorized officers and agents as my agent and attorney in fact shall be deemed to be coupled with an interest and therefore irrevocable.

(c) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Intellectual Property made by me (solely or jointly with others) during my Relationship with the Company. The records will be in the form of notes, sketches, drawings, works of original authorship, photographs, negatives or digital images or in any other format that

may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(d) **Intellectual Property Retained and Licensed.** I provide below a list of all original works of authorship, inventions, developments, improvements, trademarks, designs, domain names, processes, methods, and trade secrets that were made by me prior to my Relationship with the Company (collectively referred to as "**Prior Intellectual Property**"), that belong to me, that relate to the Company's proposed business, products, or research and development, and that are not assigned to the Company hereunder; or, if no such list appears below, I represent that there is no such Prior Intellectual Property. If in the course of my Relationship with the Company, I incorporate into Company property any Prior Intellectual Property owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, and sell such Prior Intellectual Property as part of or in connection with such Company property.

Prior Intellectual Property:

Title	Date	Identifying Number or Brief Description

(e) **Exception to Assignments.** Subject to the requirements of applicable state law, if any, I understand that the Company Intellectual Property will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention which qualifies fully for exclusion under the provisions of applicable state law, if any. I will advise the Company promptly in writing of any intellectual property that I believe meets the criteria for exclusion set forth herein and is not otherwise disclosed under Section 3(d) above.

**4. Notification of New Employer**

In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer or consulting client of my rights and obligations under this Agreement.

**5. Restrictions on Interfering with Employee Relationships**

I agree that for one year following the end of my Relationship with the Company, I will not knowingly: solicit, induce or encourage an employee of the Company to leave the Company (regardless of who first initiates the communication); help identify or evaluate Company employees for recruitment away from the Company; or help any person or entity hire an employee away from Company. I agree that the foregoing covenant is, (i) ancillary to the other enforceable agreements contained in this Agreement and (ii) reasonable and necessary to protect the Company's legitimate business interests.



## **6. Return of Company Materials; Separation Certificate.**

(a) **Return of Company Documents.** I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), all tangible embodiments of Intellectual Property, all electronically stored information and passwords to access such property, Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, any other documents and property, or other documents or property, or reproductions of any aforementioned items, developed by me during my Relationship with the Company or otherwise belonging to the Company, its affiliates, successors, or assigns.

(b) **Separation Certificate.** Upon separation from employment with the Company, I agree to immediately sign and deliver to the Company the "Separation Certificate" attached hereto as **Appendix A**. I also agree to keep the Company advised of my home and electronic address for a period of two (2) years after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations provided by this Agreement. I also consent to an exit interview to confirm my compliance with this Section.

## **7. Audit**

I acknowledge that I have no reasonable expectation of privacy in any computer, technology system, email, handheld device, telephone, voicemail, or documents that are used to conduct the business of the Company. All information, data, and messages created, received, sent, or stored in these systems are, at all times, the property of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized, or non-compliant applications to the Company's technology systems, including, without limitation, open source or free software not authorized by the Company, and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or websites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone, and technology systems to which I will have access in connection with my employment.

I am aware that the Company has or may acquire software and systems that are capable of monitoring and recording all network traffic to and from any computer I may use. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without notice to me and/or in my absence. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings by me), and all file transfers into and out of the Company's internal networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet,

including websites visited and any information I have downloaded. In addition, the Company may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes.

## **8. Arbitration and Equitable Relief**

(a) **Arbitration.** IN CONSIDERATION OF MY EMPLOYMENT WITH THE COMPANY, ITS PROMISE TO ARBITRATE ALL EMPLOYMENT-RELATED DISPUTES, AND MY RECEIPT OF THE COMPENSATION, PAY RAISES, AND OTHER BENEFITS PAID TO ME BY THE COMPANY, AT PRESENT AND IN THE FUTURE, I AGREE THAT EXCEPT AS SET FORTH HEREIN ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING THE COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER, OR BENEFIT PLAN OF THE COMPANY, IN THEIR CAPACITY AS SUCH OR OTHERWISE), ARISING OUT OF, RELATING TO, OR RESULTING FROM MY EMPLOYMENT WITH THE COMPANY OR THE TERMINATION OF MY EMPLOYMENT WITH THE COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT, SHALL BE SUBJECT TO BINDING ARBITRATION, AND SHALL BE BROUGHT IN MY INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. **DISPUTES THAT I AGREE TO ARBITRATE, AND THEREBY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY. NOTWITHSTANDING THE FOREGOING, I UNDERSTAND THAT NOTHING IN THIS AGREEMENT CONSTITUTES A WAIVER OF MY RIGHTS UNDER SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT OR REQUIRES ARBITRATION FOR ALLEGATIONS OR CLAIMS OF SEXUAL HARASSMENT IN VIOLATION OF NEW YORK CIVIL PRACTICE LAW AND RULES (CPLR) SECTION 7515 (TO THE EXTENT SUCH LAW IS NOT PREEMPTED BY FEDERAL LAW).**

(b) **Procedure.** I AGREE THAT ANY ARBITRATION WILL BE ADMINISTERED BY JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("**JAMS**"), PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE "**JAMS RULES**"), WHICH ARE AVAILABLE AT <http://www.jamsadr.com/rules-employment-arbitration/> AND FROM HUMAN RESOURCES. I AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, AND MOTIONS TO DISMISS AND DEMURRERS. I AGREE THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. I ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, WHERE PROVIDED BY APPLICABLE LAW. I AGREE THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. I UNDERSTAND THAT THE COMPANY WILL PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR OR JAMS EXCEPT THAT I SHALL PAY ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION THAT I INITIATE, BUT ONLY SO MUCH OF THE FILING FEES AS I WOULD HAVE INSTEAD PAID HAD I FILED A COMPLAINT IN A COURT OF LAW. I AGREE THAT THE ARBITRATOR SHALL ADMINISTER AND

CONDUCT ANY ARBITRATION IN ACCORDANCE WITH NEW YORK LAW. I AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN NEW YORK, NEW YORK.

(c) **Remedy.** EXCEPT AS PROVIDED BY THE ACT AND THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN ME AND THE COMPANY. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE ACT AND THIS AGREEMENT, NEITHER I NOR THE COMPANY WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION.

(d) **Administrative Relief.** I UNDERSTAND THAT THIS AGREEMENT DOES NOT PROHIBIT ME FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE, OR FEDERAL ADMINISTRATIVE BODY OR GOVERNMENT AGENCY THAT IS AUTHORIZED TO ENFORCE OR ADMINISTER LAWS RELATED TO EMPLOYMENT, INCLUDING, BUT NOT LIMITED TO, THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, THE NATIONAL LABOR RELATIONS BOARD, OR THE WORKERS' COMPENSATION BOARD. THIS AGREEMENT DOES, HOWEVER, PRECLUDE ME FROM PURSUING COURT ACTION REGARDING ANY SUCH CLAIM, EXCEPT AS PERMITTED BY LAW.

(e) **Voluntary Nature of Agreement.** I ACKNOWLEDGE AND AGREE THAT I AM EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. I FURTHER ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND THAT I HAVE ASKED ANY QUESTIONS NEEDED FOR ME TO UNDERSTAND THE TERMS, CONSEQUENCES, AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT ***I AM WAIVING MY RIGHT TO A JURY TRIAL.*** FINALLY, I AGREE THAT I HAVE BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF MY CHOICE BEFORE SIGNING THIS AGREEMENT.

## **9. General Provisions**

(a) **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by the laws of the State of New York without regard to New York conflicts of law rules that may result in the application of the laws of any jurisdiction other than New York. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in New York for any lawsuit filed against me by the Company.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and supersedes any prior representations, discussions, or agreements, whether written or oral. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement.

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

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

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Confidentiality, Inventions and Arbitration Agreement as of 7/30/2019, 2019.

**Thinx Inc.**

By: Chantelle Mowbray

(Signature) Chantelle Mowbray

Name: Chantelle Mowbray

Date: 7/30/2019

Title: VP, People and Culture

Address: United States

**Employee:**

By: Nirodha Siriwardene

Date: 7/30/2019

Name: Nirodha Siriwardene

Address:

**APPENDIX A****SEPARATION CERTIFICATE**

By signing below, I certify that I do not have in my possession, and I have returned, all property, including, but not limited to, all devices and equipment (including computers, handheld electronic devices, telephone equipment, and other electronic devices), security devices, all tangible embodiments of intellectual property developed by me, all electronically stored information and passwords to access such property, credit cards, records, data, notes, reports, files, proposals, lists, customer lists, sales plans or strategies, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, any other documents and property, or other documents or property, or other documents, or property, or reproductions of any aforementioned items, belonging to Thinx Inc. and its subsidiaries, affiliates, successors or assigns (collectively, the "**Company**").

I further certify that I have complied with all the terms of the Company's Confidentiality, Inventions and Arbitration Agreement signed by me (the "**Agreement**"), including the reporting of any Intellectual Property (as defined therein) conceived or made by me (solely or jointly with others) covered by the Agreement.

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

I further agree that for one year following the end of my Relationship with the Company, I will not knowingly: solicit, induce or encourage an employee of the Company to leave the Company (regardless of who first initiates the communication); help identify or evaluate Company employees for recruitment away from the Company; or help any person or entity hire an employee away from Company. I agree that the foregoing covenant is, (i) ancillary to the other enforceable agreements contained in the Agreement and (ii) reasonable and necessary to protect the Company's legitimate business interests.

Dated: 7/30/2019

By: Nirodha Siriwardene Signed by:  
Name: Nirodha Siriwardene  
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