

Kathleen D. Weron [8437]
Paul J. Hulbert [19153]
Christina Petria [19047]
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.
15 W. South Temple, Suite 950
Salt Lake City, Utah 84101
Telephone: 801.658.6100
Facsimile: 385.360.1707
kathleen.weron@ogletree.com
christina.petria@ogletree.com
paul.hulbert@ogletree.com

Attorneys for Plaintiff Human Interest Inc.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH
CENTRAL DIVISION**

HUMAN INTEREST INC., a foreign
corporation,

Plaintiff,

v.

BRIAN STERRI, an individual; BRANDON
STERRI, an individual; GUIDELINE, INC., a
foreign corporation.

Defendants.

**PLAINTIFF’S SECOND AMENDED
COMPLAINT FOR INJUNCTIVE
RELIEF AND DAMAGES**

Case No. 2:25-cv-00149-AMA-DBP

Judge Ann Marie McIff Allen
Magistrate Judge Dustin B. Pead

Plaintiff Human Interest Inc. (“HI” or the “Company”), through its counsel, OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C., asserts the following claims against Defendants Brian Sterri (“Brian”), Brandon Sterri (“Brandon”), and Guideline, Inc. (“Guideline”).

NATURE OF ACTION

“We are going to tear apart HI. It’s going to be the easiest thing to do.” That is what Brandon, then an employee of HI, texted to his brothers, Brian (also employed by HI) and Eirik

Sterri (“Eirik”) (who worked for Guideline), on January 29, 2025. Acting under the direction and encouragement of Guideline, while pretending to be loyal HI employees, that is precisely what they set out to do.

This action seeks to expose and recover damages for a deliberate scheme approved and directed by Guideline’s CEO and CFO. Upon information and belief, CEO Kevin Busque (“CEO Busque”) and CFO Steven Wu (“CFO Wu”), personally orchestrated a coordinated effort to recruit HI’s employees, exploit their insider access to gather and transmit HI’s trade secrets and confidential information, and use that information to gain an unfair competitive advantage, all to HI’s detriment.

What makes this case particularly serious is the direct involvement of Guideline’s most senior executives – CEO Busque and CFO Wu – who were aware of and approved the conduct at issue. Rather than compete fairly, these executives engaged in a months-long campaign to misappropriate trade secrets and confidential information from a key competitor, in violation of federal and state law. Their conduct reflects a systematic approach to gaining an unfair advantage through improper means.

HI is a recognized national leader in providing affordable and accessible 401(k) and 403(b) retirement plans for small and medium-sized businesses. Central to HI’s success are its partnerships and the prospective customer leads that those partners provide to HI. Information pertaining to these partnerships, leads, the associated promotions that drive lead volume, and HI’s methods of converting those leads, are highly confidential and trade secret information that HI has cultivated through years of investment, relationships, and proprietary business processes. Protecting the confidentiality of this information is essential to HI’s ability to compete.

Guideline operates in direct competition with HI. But rather than compete lawfully, Guideline – through the coordinated actions of its CEO, CFO, and other senior executives – conspired with Brian and Brandon, who were employed at the time as HI inside sales representatives, to infiltrate HI from within and extract HI’s confidential and proprietary data. Beginning in 2024, while still employed and paid by HI, Brian and Brandon surreptitiously funneled HI’s trade secret and confidential information, including HI’s internal strategy documents, partnership leads, and customer information directly to Guideline.

This was not isolated misconduct by rogue employees. The Sterri brothers’ actions were systematic, calculated, and executed with the full knowledge and encouragement of Guideline’s senior leadership, including its CEO, CFO, and Senior Vice President of Sales, Andrew Conley (“SVP Conley”). Defendants operated like corporate spies, using covert communication channels dubbed the “Sterri Takeover” by the conspirators themselves – a name that reveals their blatant intent to systematically plunder HI’s most valuable trade secrets.

The conspiracy did not end with the Sterri brothers’ calculated resignations. Within 48 hours of officially joining Guideline, Brian desperately solicited trade secrets and confidential information from current HI employees, explicitly stating his purpose was to obtain “*the information GDL [Guideline] would want.*”

Even before discovering the full extent of this scheme, HI was forced to bring this lawsuit to enforce its confidentiality agreement with Brian and prevent further harm. Through discovery, HI began to uncover the breadth of Defendants’ coordinated misconduct. The conspiracy’s true scope became clear when Guideline’s CFO personally demanded that HI drop this lawsuit – originally filed only against Brian – as a prerequisite for HI’s participation in a legitimate business transaction that could generate hundreds of millions of dollars for Guideline and Guideline’s

investors. This shameless attempt to strong-arm HI into abandoning its claims underscores not only Guideline's knowing participation in the scheme, but also its ratification and attempted cover-up of the wrongdoing. Guideline was even willing to sacrifice its own financial interest, and those of its investors, by excluding HI from the transaction, all in furtherance of its unlawful efforts to misappropriate HI's trade secrets and confidential information.

Defendants' coordinated and unlawful actions have caused, and continue to cause, substantial and irreparable harm to HI, including the loss of key customer relationships, competitive advantage, business goodwill, and confidential information. HI seeks preliminary and permanent injunctive relief to prevent the future harm Defendants intend to cause, and compensatory damages, punitive damages, treble damages, and all other legal remedies to address the harm already inflicted by Defendants and future harm.

PARTIES

1. HI is a Delaware corporation with its principal place of business at 655 Montgomery St, Suite 1800, San Francisco, CA 94111. HI is licensed and authorized to do business, and does business, in Utah, and has a Utah office at 2675 West 600 North, Lindon, UT 84042.

2. Brian Sterri is an individual who resides and is domiciled in Utah.

3. Brandon Sterri is an individual who resides and is domiciled in Utah.

4. Guideline is a Delaware corporation with its principal place of business at 3050 South Delaware Street Suite 202 San Mateo, CA 94403. Upon information and belief, Guideline is licensed and authorized to do business, and does business in Utah, and has a Utah office.

JURISDICTION AND VENUE

5. This action seeks to enforce Brian and Brandon's contractual and legal obligations to HI and to remedy Defendants' violations of applicable federal and state law.

6. This Court has personal jurisdiction over Brian and Brandon because they (a) are domiciled in Utah; and (b) committed wrongful acts and omissions as described herein, with resulting injury, damages, loss or other consequences in Utah, among other locations.

7. This Court has specific personal jurisdiction over Guideline because Guideline purposefully directed activities in Utah, including recruiting and employing Utah residents, inducing them while in Utah to disclose Plaintiff's trade secrets and confidential information, and interfering with Plaintiff's Utah-based operations and relationships. Plaintiff's claims arise directly out of Guideline's Utah-directed conduct, and the exercise of jurisdiction comports with due process.

8. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331. In addition to state law claims, HI brings claims under the Defend Trade Secrets Act (18 U.S.C. § 1836 *et seq.*), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1961 *et seq.*), and the Computer Fraud and Abuse Act (18 U.S.C. § 1030). The Court has supplemental jurisdiction over the remaining claims pursuant to 28 U.S.C. § 1367.

9. Venue is proper in this Court under 28 U.S.C. § 1391(a) because a substantial part of the events or omissions giving rise to HI's claims occurred in this judicial district.

FACTUAL BACKGROUND AND ALLEGATIONS

HI's Business Model and Confidential Information.

10. HI is a full-service 401(k) and 403(b) provider that makes it easy and affordable for businesses to help their employees save for retirement.

11. A crucial part of HI's business revolves around lead flow, or the process by which leads move through a company's funnel or pipeline. Lead flow encompasses sourcing, obtaining, storing, filtering, and organizing the lead data. "Total lead flow" represents the fundamental pool of potential clients and is a critical determinant of HI's growth trajectory and market penetration.

12. An effective lead flow is essential to HI's business. It helps HI (A) identify where HI achieves the highest return on investment, (B) identify obstacles which diminish probability of success with potential leads, (C) analyze partnerships and their projected impact on the company's short- and long-term revenue, (D) understand the overall landscape of the purchasing environment, (E) assess staffing needs, and (F) convert more leads into customers. HI's lead flow reduces its overall spending and increases its revenue.

13. Aside from generating its lead flow, HI also purchases leads from third party companies (the "Payroll Partners"). HI's direct partnerships with these Payroll Partners enable a streamlined, semiautomated delivery of 401(k) and 403(b) services directly to the end-client businesses. As part of this mutually beneficial arrangement, HI provides the Payroll Partners with referral fees, ongoing revenue sharing, support for mutual client retention, and opportunities for upselling within the Payroll Partners' existing client base. The Payroll Partners, meanwhile, provides HI with a certain large number of leads to support its business.

14. The consistent generation and flow of qualified leads from Payroll Partners is of paramount importance to HI. Payroll Partners, through their direct access to a substantial lead base, act as key gatekeepers in the distribution channel of leads. Their strategic management of lead distribution among competing recordkeeping partners allows the Payroll Partners to optimize their own revenue generation and client value proposition.

15. By incentivizing strong conversion rates through the allocation of lead volume, Payroll Partners foster a competitive environment between retirement recordkeeping partners that ultimately benefit their client base through enhanced service and competitive pricing.

16. Lead flow is crucial to HI's business in maintaining its competitiveness against other companies engaging in similar customer acquisition practices. Retirement recordkeeping partners with a more effective lead flow will convert a higher percentage of leads into customers and thus generate more revenue, while those with a less effective lead flow will struggle to attract customers. HI has therefore spent substantial time and money to develop its trade secrets and confidential information, including the lead information and volume received from Third Party Partners.

17. The Payroll Partners are incentivized to *maintain confidentiality* over the number of leads they provide to each retirement benefit provider. By doing so, the Payroll Partners create a competitive market for generating revenue from HI, its competitors, and other lead purchasers when these companies do not have information about their competitors' volume of leads.

18. HI's trade secrets and confidential information, including information about its lead flow, is not generally known, accessible, or ascertainable to parties outside of HI.

19. HI guards its trade secrets and confidential information because the unauthorized disclosure of its internal statistics regarding total lead flow from a Payroll Partner would create a significant informational imbalance and provide a competitor with considerable strategic advantage. This privileged insight would unduly influence the recipient's negotiation strategies, provide clarity on previously opaque performance benchmarks, inform investment decisions within the partnership with an unfair advantage, and pinpoint specific areas for optimizing

competitive effectiveness. Such disclosure creates an immediate need for HI to renegotiate the existing partnership frameworks with its Payroll Partners.

20. HI treats total lead flow information generated by payroll partnerships as a critical and highly valuable trade secret and is confidential information.

21. HI has kept private and maintained the confidentiality of its trade secrets and confidential information by exercising efforts to protect it. Among other protective measures, HI (A) requires employees to execute confidentiality agreements, (B) enforces its employment policies that mandate the nondisclosure of confidential and sensitive information, (C) requires employees to connect to the Company's VPN to securely access any of the Company's systems, (D) maintains direction and control of all HI company information (including trade secrets and confidential information), and (E) requires the prompt delivery and return of all HI company information (including trade secrets and confidential information). Indeed, every time an HI employee logs into their computer, they are reminded that "Access [is] limited to authorized personnel," and that "[b]y logging in, you agree to follow company policies, protect confidential data[.]"

The Sterris' Employment at HI

22. HI hired Brian as an Inside Sales Representative ("ISR") on August 21, 2023.

23. On October 23, 2023, Brian's brother, Brandon, was also hired by HI as an Inside Sales Representative.

24. As Inside Sales Representatives, Brian and Brandon were responsible for, *inter alia*, engaging with customers, educating customers, closing new business by communicating with prospective HI customers to uncover their needs and business problems, working full cycle deals from inception to close, and building and managing a high-volume sales pipeline.

Brian's Contracts with HI.

25. As a condition of employment, Brian entered into a “Confidential Information and Invention Assignment Agreement” (“Brian’s First Confidentiality Agreement”) on August 1, 2023. *See Exhibit A.*

26. In Brian’s First Confidentiality Agreement, he agreed, *inter alia*, to the following:

Protection of Information. I understand that during my employment, the Company intends to provide me with information, including Confidential Information . . . , without which I would not be able to perform my duties to the Company. I agree, at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform my obligations to the Company, and not to disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any Confidential Information that I obtain, access or create during the term of employment, whether or not during working hours, until such Confidential Information becomes publicly and widely 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. I further agree not to make copies of such Confidential Information except as authorized by the Company.

See Exhibit A, ¶ 3.a.

27. Brian’s First Confidentiality Agreement defined “Confidential Information” as follows:

Confidential Information. I understand that “Confidential Information” means information and physical material not generally known or available outside the Company and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation: (i) Company Inventions (as defined below); and (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and consultants of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, suppliers, customers, and referral sources (including, but not limited to, customers and referral sources of the Company on whom I called or with whom I became acquainted during my employment), price lists, pricing

methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to me by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

See Ex. A, ¶ 3.b (emphasis in original).

28. Brian acknowledged his confidentiality obligations “are intended to be for the benefit of the Company and any third party that has entrusted information or physical material to the Company in confidence.” *See* Ex. A, ¶ 3.c.

29. In exchange for Brian’s agreement not to disclose or use HI’s Confidential Information as required in performing his duties, HI granted Brian access to the Confidential Information required to fulfill the duties of his position. *See id.* at ¶¶ 2, 3.

30. Brian’s First Confidentiality Agreement also contained the following non-solicitation provisions:

Employees, Consultants. I agree that during the term of my employment, and for a period of twelve (12) months immediately following the termination of the same for any reason, whether with or without cause, I shall not, directly or indirectly, solicit, induce, recruit or encourage any of the Company’s employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.

Other Parties. I agree that during the term of my employment, I will not negatively influence any of the Company’s clients, licensors, licensees or customers from purchasing Company products or services or solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. In addition, I acknowledge that the Company has valuable Trade Secrets (as defined by applicable law from time to time) to which I will have access during the term of my employment. I understand that the Company intends to vigorously pursue its rights under applicable Trade Secrets law if, during a period of twelve (12) months immediately following the termination of my employment for any reason, whether with or without cause, I solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

Thereafter, the Company intends to vigorously pursue its rights under applicable Trade Secrets law as the circumstances warrant.

See **Exhibit A**.

31. On February 5, 2025, Brian entered into an updated version of the agreement titled “Employee Confidential Information and Inventions Assignments Agreement,” (“Brian’s Second Confidentiality Agreement”). See **Exhibit C**.

32. Provision 1.1 of the Brian’s Second Confidentiality Agreement provides:

1.1 Recognition of Company’s Rights; Nondisclosure. My employment by Company creates a relationship of confidence and trust with respect to Confidential Information (as defined below) and Company has a protectable interest in the Confidential Information. Except to the extent permitted by Section 12.12, at all times during and after my employment, I will hold in confidence and will not disclose, use, lecture upon, or publish any Confidential Information, except as required in connection with my work for Company, or as approved by an officer of Company. I will obtain written approval by an officer of Company before I lecture on or submit for publication any material (written, oral, or otherwise) that discloses and/or incorporates any Confidential Information. I will take all reasonable precautions to prevent the disclosure of Confidential Information.

Ex. C, ¶ 1.1 (emphasis in original).

33. Provision 1.2 of Brian’s Second Confidentiality Agreement defines “Confidential Information” in the following manner:

1.2 Confidential Information. “*Confidential Information*” means any and all confidential knowledge or data of Company and includes any confidential knowledge or data that Company has received, or receives in the future, from third parties that Company has agreed to treat as confidential and to use for only certain limited purposes. By way of illustration but not limitation, Confidential Information includes:

- (a) trade secrets, inventions, ideas, processes, formulas, software in source or object code, data, technology, know-how, designs and techniques, and any other work product of any nature, and all Intellectual Property Rights (defined below) in all of the foregoing (collectively, “Inventions”), including all Company Inventions (defined in Section 2.1);
- (b) information regarding research, development, new products, businesses and operational plans, budgets, unpublished financial statements and projections,

costs, margins, discounts, credit terms, pricing, quoting procedures, future plans and strategies, capital-raising plans, internal services, suppliers and supplier information;

(c) information about Customers, Potential Customers, Partners, and Potential Partners of Company, including customer and partner lists, names, representatives, their needs or desires with respect to the types of products or services offered by Company, and other non-public information;

(d) information about individuals using Company's services or applications offered by Company, including non-public, and personally identifiable information regarding employer-sponsored retirement plan participants, individual retirement account customers, and individuals using other services that may be offered by Company from time-to-time;

(e) information about Company's business partners and their services, including names, representatives, proposals, bids, contracts, and the products and services they provide;

(f) information regarding personnel, employee lists, compensation, and employee skills; and

(g) any other non-public information that a competitor of Company could use to Company's competitive advantage.

See id., ¶ 1.2 (emphasis in original).

34. Under Provision 1.3 of Brian's Second Confidentiality Agreement, Brian agreed to hold Third Party Information confidential as follows:

1.3 Third Party Information. I understand, in addition, that Company has received and in the future will receive from third parties their confidential and/or proprietary knowledge, data, or information ("**Third Party Information**") subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During my employment and thereafter, I will hold Third Party Information in confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or use, except in connection with my work for Company, Third Party Information unless expressly authorized by an officer of Company in writing.

See id., ¶ 1.3 (emphasis in original).

35. Brian further agreed to "only use or disclose Confidential Information and Third-Party Information as provided in Section 1." *See id.*, ¶ 1.4. Brian acknowledged the "restrictions

in this Section 1 are intended to and will continue indefinitely, even after [his] employment by Company ends.” *Id.* Brian further agreed that his “obligation not to disclose or use trade secrets that are protected without time limitation under applicable law will continue indefinitely.” *Id.*

36. Brian’s Second Confidentiality Agreement explicitly stated that HI was “grant[ing] [Brian] access to Confidential Information or Third Party Information required to fulfill the duties of [his] position as determined by Company.” *Id.* at ¶ 1.6.

37. Brian’s Second Confidentiality Agreement includes the following non-solicitation and non-compete provisions, among others:

. . . I will not, as an officer, director, employee, consultant, owner, partner, or in any other capacity, either directly or through others, except on behalf of Company:

5.1 solicit, induce, encourage, or participate in soliciting, inducing or encouraging any person then employed by Company or who has left the employment of Company within the preceding six months, or any person or entity engaged by Company as a consultant or independent contractor or who/which has ceased a service relationship with Company within the preceding six months, to terminate such person’s or entity’s relationship with Company, even if I did not initiate the discussion or seek out the contact;

5.2 solicit, induce, encourage, or participate in soliciting, inducing, or encouraging any person then employed by Company or who has left the employment of Company within the preceding six months, or any person or entity engaged by Company as a consultant or independent contractor or who/which has ceased a service relationship with Company within the preceding six months, to terminate such person’s or entity’s relationship with Company to render services to me or any other person or entity that researches, develops, markets, sells, performs or provides or is preparing to develop, market, sell, perform or provide Conflicting Services (as defined below);

...

5.5 solicit, induce, encourage or attempt to solicit, induce, or encourage, any joint venture, supplier, vendor or contractor who conducted business with Company at any time during the two-year period before the termination of my employment with Company, to terminate or adversely modify any business relationship with Company or not to proceed with, or enter into,

any business relationship with Company, nor will I otherwise interfere with any business relationship between Company and any such joint venture, supplier, vendor or contractor;

5.6 perform, provide or attempt to perform or provide any Conflicting Services for a Partner or Potential Partner (except as prohibited by law);

5.7 solicit, induce, encourage, or participate in an attempt to induce:

(a) any Customer or Potential Customer to terminate, diminish, or materially alter in a manner harmful to Company its relationship with Company;

(b) any Partner or Potential Partner to terminate, diminish, or materially alter in a manner harmful to Company its relationship with Company; or

5.8 solicit or assist in the solicitation of any Customer or Potential Customer to induce or attempt to induce such Customer or Potential Customer to purchase or contract for any Conflicting Services.

Id. at ¶ 5.

38. In Brian's Second Confidentiality Agreement, he acknowledged, *inter alia*, reading and understanding the agreement. *See id.* at 6.

Brandon's Contracts with HI.

39. As a condition of employment, Brandon entered into a "Confidential Information and Invention Assignment Agreement" ("Brandon's Confidentiality Agreement") on October 12, 2023. *See Exhibit B.*

40. The terms and acknowledgments in Brandon's Confidentiality Agreement are virtually identical in substance to Brian's First Confidentiality Agreement, including the provisions regarding confidential information. *See Exhibits A and C, ¶ 3.*

The Scope of the Sterri's Access to HI's Computers.

41. HI maintains an Employee Handbook that outlines HI's "core policies, procedures and expectations." HI's current Employee Handbook was published on July 1, 2024, and has been in effect from that time to the present date.

42. On September 10, 2024, Brian and Brandon each signed a form acknowledging receipt of the Employee Handbook. In those forms, they each acknowledged, *inter alia*: "I understand and agree that it is my responsibility to read and comply with Human Interest's policies, practices, and expectations in the handbook."

43. In the chapter on Information Security, the Employee Handbook states that "employees must adhere," *inter alia*, to the following guidelines:

- "Technology resources should be focused on work-related tasks and not used for personal gain."
- "Using technology resources for non-Company activity is prohibited."
- "Access to Company systems is limited based on the nature of the employee's job duties. Measures have been put in place, including password management, encryption of sensitive data, and regular data backup, to protect the Company's data from unauthorized access, theft, and loss. Do not attempt to access or duplicate systems, files, or information without authorization and a business need."
- "Do not reproduce or distribute copyrighted or other protected materials."
- "Safeguard the Company's confidential information and trade secrets. This includes information about partners, customers, and plan and plan participant clients."

44. The Employee Handbook further states, *inter alia*: "Employees may not work except when clocked in. Employees must not use any device, including laptops and cell phones, to work when they are not clocked in. Employees are not authorized to use devices for work purposes at any time when not clocked in."

Defendants' Coordinated Scheme To Misappropriate HI's Trade Secrets And Confidential Information And Unlawfully Compete.

45. Defendants' conspiracy was enabled by a perfect inside connection: while Brian and Brandon worked for HI, their brother, Eirik held management positions and responsibilities at Guideline. In that capacity, Eirik was the direct conduit between Guideline's C-Suite executives and his brothers, their inside sources at HI.

46. Beginning no later than October 2024, Guideline's senior executives launched a systematic recruitment operation designed not merely to hire employees, but to extract HI's most sensitive trade secrets through a coordinated intelligence-gathering campaign. Brian and Brandon complied, providing the information while they had access, up until their resignation from HI on February 24, 2025. Even after Brandon and Brian's resignations, Defendants continued their efforts to obtain the sought-after information.

47. On October 26, 2024, the Sterri brothers discussed, via group chat, Guideline's plans to open a Utah office. At the time, Guideline had no presence in Utah, unlike HI, which had already established a thriving and strategically important office in Lindon, Utah. Rather than build organically, Guideline deliberately targeted HI's Utah operations, recruiting HI's employees and, in the process, encouraging them to misappropriate HI's trade secrets and confidential information on their way out the door. The goal was clear: replicate HI's successful Utah footprint by exploiting the very employees and proprietary data that made HI successful.

48. In communications so brazen they named their conspiracy the "Sterri Takeover" group chat,¹ Eirik served as the primary intelligence operative, channeling a steady stream of HI's trade secrets and confidential information obtained from Brandon and Brian directly to Guideline's

¹ The Sterri brothers group chat consisted of Brian, Brandon, Eirik, and their fourth brother. Upon information and belief, the fourth Sterri brother is not a Guideline employee.

senior executives, including CFO Wu and SVP Conley. SVP Conley was tasked with working from, and building from the ground up, Guideline's Utah office.

49. Eirik also shared screenshots of his ongoing conversations with CFO Wu, which included specific details about Brandon and Brian's compensation at HI. CFO Wu then asked Eirik whether Brian and Brandon "would be down to talk to Andrew [Conley] over the next month." Afterwards, CFO Wu remarked, "We need to get your brothers here too haha."

50. Following multiple discussions with their brother Eirik, Brian and Brandon learned that Guideline's top leadership – including CFO Wu and SVP Conley – were not only aware of them, but actively prioritizing their recruitment, despite their relatively junior roles at HI. On November 3, 2024, Brandon messaged Brian, "We are like the main topic and objective for guideline." Brandon further claimed SVP Conley would "be interested in us becoming managers."

51. A few days later, SVP Conley reached out directly. In a Slack message to Eirik, SVP Conley wrote, "Hey Eirik, I'd love to get some time with your brothers next week, would you be able to tee up an intro for me?" The recruitment effort was now fully underway and being run at the executive level.

52. On November 15, 2024, both Brandon and Brian had their initial meeting with SVP Conley, the first of the many meetings over the subsequent months involving the three.

53. On the same day of the meeting, while still employed for HI, Brian wrote to Halle Castro ("Castro"), a fellow ISR, touting, "I can get you a job at gdl [Guideline]."

54. On November 19, 2024, in another conversation in the "Sterri Takeover" chat, Eirik informed his brothers that "[SVP Conley] talked like you guys already got the gig."

55. But these conversations were not mere family chatter, they were operational. The "Sterri Takeover" chat contained repeated requests from Eirik for HI's trade secrets and

confidential information, with Brian and Brandon promptly complying. Through these exchanges, Eirik repeatedly referenced his close relationships with SVP Conley and CFO Wu. In effect, Eirik was acting as the intermediary or “funnel” channeling HI trade secrets and confidential information from his brothers to Guideline’s leadership. The communications reveal a coordinated effort, planned at the top and executed from within, to misappropriate HI’s trade secrets and confidential information.

56. Brian and Brandon were not the first – and likely not the last – HI insiders leveraged by Guideline to obtain HI’s trade secrets and confidential information. Eirik shared a screenshot of a conversation between CFO Wu and Michael Wall, a former HI sales associate who joined Guideline. In that exchange, CFO Wu directly asked Wall for details about HI’s internal sales promotions and strategic initiatives, explicitly seeking trade secrets and confidential information about HI’s business operations. This conversation further underscores that Guideline’s strategy was not isolated to the Sterri brothers, but part of a broader pattern of soliciting HI’s trade secrets through former employees, orchestrated at the executive level.

57. On November 22, 2024, Brian (with or without Brandon) again met with SVP Conley and upon information and belief, discussed HI. Immediately following or during the scheduled meeting with SVP Conley, Brian accessed and deleted several files containing highly sensitive and proprietary HI information, including a highly sensitive document that included an “Internal Only” watermark in the bottom right corner.

58. On December 9, 2024, Brian had another meeting with SVP Conley in which he informed him he would receive his \$15,000 bonus from HI in February 2025, and indicated he would like to remain at HI until then to receive the bonus.

Defendants' Continued Misappropriation of HI's Confidential Information and Trade Secrets.

59. While waiting for Brian and Brandon's HI bonuses, Defendants intensified their efforts to misappropriate HI's trade secrets and confidential information. Their interests aligned into a symbiotic mission with the goal of stealing HI's confidential information and wrongfully using that information to build an unfair competitive advantage over HI.

60. Brian and Brandon capitalized on their growing relationship with Guideline. As young, junior-level sales associates, they were eager to elevate their status and willingly took steps to position themselves as Guideline's "main objectives," a phrase they themselves used. In turn, Guideline – at the highest levels of its leadership – exploited this relationship, using the brothers as a direct pipeline to improperly obtain as much of HI's trade secrets and confidential information as possible.

61. The misappropriation reached a new level of audacity on December 9, 2024, when Brandon disclosed HI's most strategic trade secrets and confidential information to his brothers, including Eirik, by forwarding an *internal, confidential* communication from HI's Vice President of Sales, Chris Horne ("Horne"). The message, which was strictly confidential and circulated only among select HI personnel, revealed the finalization of a major partnership with a particular Payroll Partner. It also stated the date for expected lead flow to begin and emphasized the importance of outperforming Guideline's conversion metrics to secure a long-term competitive edge. The time and content of this internal announcement were highly sensitive and not publicly known, precisely the kind of strategic business intelligence that HI took significant measures to protect. Brandon's disclosure of this strategic partnership and associated lead flow timeline to his brothers, one of whom was already working at Guideline, constituted a serious breach of confidentiality and a direct threat to HI's market position and competitive advantage.

62. By disclosing these confidential information and trade secrets, Brandon provided Guideline with advance notice of HI's agreement with a certain Payroll Partner, enabling Guideline to adjust its specific promotions to that Payroll Partner before HI's planned launch in mid-January 2025.

63. Upon information and belief, after receiving HI's confidential information and trade secrets from Brandon, Guideline adjusted its promotional pricing during this period to mirror HI's forthcoming offerings, a change that strongly suggests use of the misappropriated data.

64. On December 17, 2024, Brian disclosed to Eirik a confidential and detailed internal message, which contained trade secrets and outlined HI's strategic plans for 2025. This disclosure included confidential decisions regarding HI's planned alignment of its Inside Sales Representatives ("ISRs") with a specific Payroll Partner, as well as HI's trade secret and confidential internal analysis regarding the total lead flow competition between HI and Guideline – essentially granting Guideline exclusive access to HI's trade secrets and confidential strategic meetings and information. Brian also revealed HI's lead generation expectations from that Payroll Partner – trade secrets and confidential information which Guideline could exploit to strengthen its negotiations with that Payroll Partner and gain a competitive advantage.

65. Eirik's reaction to Brian's disclosures underscored both the significance and the confidentiality of the information he received. In response, Eirik wrote, "Wow wow wow. It's really gonna be a battle next year." Brian affirmed his support for Guideline in that "battle," replying, "We're not losing it. Bunch of straight scrubs at HI."

66. Beginning as early as November 2024, and becoming unmistakably clear by December, Brian and Brandon continued to present themselves as loyal HI employees, at least on paper. In reality, their positions at Guideline were already secured and they no longer acted in HI's

interests. Instead, they worked actively against them. Behind the scenes, Brian and Brandon not only expressed a desire to see HI fail, but took deliberate steps toward that end, repeatedly disclosing HI's trade secrets and confidential information to benefit Guideline and accelerate its success at HI's expense.

67. On December 20, 2024, the conspiracy reached its highest levels. CEO Busque ("KB" or "CEO Busque") personally met with Brian and Brandon, hourly sales employees who, under ordinary circumstances, would not warrant CEO attention. This meeting underscored the extraordinary value Guideline placed on their insider cooperation. In an email sent the day before, SVP Conley informed Brandon and Brian, "Wanted to give you a heads up for tomorrow's office meet up. It will be casual, no need to prep anything. KB is excited to meet you and so we'll do a meet and greet and check out the Utah office space."

68. SVP Conley also noted that compensation packages would be finalized and ready for their review in early January, confirming that their transition to Guideline was not only planned but actively progressing under the supervision of its top executives.

69. Prior to the December 20 meeting, the Sterri brothers discussed an email Brian had received from an HI client, along with differences between HI's and Guideline's approaches to a particular HR stack offering. During this discussion, Eirik advised, "You should show that to KB today if it somehow comes up organically."

70. This comment reflects a clear intent to use confidential client communications and internal strategic insights as leverage during the meeting with Guideline's CEO, further blurring the line between employment at HI and loyalty to Guideline.

71. Brian and Brandon – HI's ISRs, each employed at the company for approximately one year, met with CEO Busque and SVP Conley. Following the meeting, CEO Busque messaged

Eirik praise for Brian and Brandon, claiming “they deserve to work for a better company and I’m stoked they would consider joining!”

72. From that point forward, the misappropriation of HI’s trade secrets and confidential information, and its unauthorized disclosure to Guideline, only escalated.

73. On December 31, 2024, Brian disclosed to Eirik a screenshot of HI’s “Units Sold or Assisted This Week Report.” The screenshot contained trade secrets and confidential business information regarding HI’s sales volumes and sales representative productivity, data not publicly available.

74. Eirik then instructed Brian, “*Save all these screenshots they’re great.*”

75. Brian’s and Brandon’s misconduct did not stop but further escalated. While continuing to pose as dedicated HI employees, they regularly captured and shared internal communications, screenshots, and strategic data, actively working to undermine HI from within. Their true objective was clear: to feed HI’s most sensitive information – its trade secrets – to Guideline while remaining on HI’s payroll, biding their time until they could collect a final bonus.

76. By the end of January 2025, Brian and Brandon formally accepted their offers from Guideline. But long before their official start dates, Guideline, through the Sterri brothers, had already gained improper access to HI’s trade secrets and confidential business intelligence, including real-time performance metrics.

77. This was not a clean break by Brandon and Brian; it was a prolonged breach of contract and trust, executed under the direction of Guideline’s leadership.

78. On January 29, 2025, following a presentation by Eirik to Guideline’s executive team, SVP Conley publicly praised Brian and Brandon in front of the executive team, stating that Guideline had “just signed HI’s best AEs [account executives] who have hurt GDL [Guideline]

drastically.” As Eirik later described it to his brothers, “You two gonna be celebs right away.” Brandon replied, “Ready to put HI away forever.”

79. Brandon then followed with an even more pointed remark that encapsulated Defendants’ objective from the outset: “***We are going to tear apart HI. It’s going to be the easiest thing to do.***”

80. These statements make clear Brandon and Brian’s intent and demonstrate Guideline’s full awareness and encouragement of their efforts.

81. The evidence reveals a deliberate pattern of executive-level deception and manipulation. Upon information and belief, CFO Wu personally directed the intelligence operation, CEO Busque provided personal approval and encouragement, and both executives attempted to conceal their involvement through intermediaries while reaping the benefits of misappropriated trade secrets and confidential information.

82. Less than a week later, on February 4, 2025, Eirik again sought trade secrets and confidential internal data from his brothers, asking: “Hey! Where did your team land in January? You able to share metrics?”

83. Brian, now acting in loyal service to Guideline, promptly complied with Eirik’s requests by using his personal phone to take and send multiple photographs of HI’s internal dashboards. These images contained screenshots of multiple internal reports from HI’s Salesforce system. The reports included “Core Unique Deals,” “[SM] Unique Deals by Close Date,” and “Units Sold or Assisted -TM.” Brian disclosed not only HI’s confidential, internal metrics – which can be used by Guideline to both compare its performance to HI and aid its negotiations with any Payroll Partners to achieve more favorable terms – but also disclosed lists of HI’s clients, opportunities, and leads.

84. As one example of HI's misappropriated trade secrets and confidential information, the "Core Unique Deals" metric tracks the total monthly sales volume achieved by the "Core" field sales team. This metric relates to the performance for each HI Account Executive (AE) in the team. However, as a member of the ISR team, Brian had *no legitimate business need* to access, view, and capture this data which pertains exclusively to the separate field sales division.

85. The disclosure of this trade secret and confidential information (and no less, to a competitor) is detrimental to HI. It reveals HI's sales performance with partners beyond the main Payroll Partners, exposing HI's strategic priorities and relative success of those business relationships. Competitors can also exploit this data to identify HI's most or least successful territories, giving them an unfair, wrongful advantage in targeting markets and deploying their own resources.

86. Eirik then shared in the group chat a screenshot of messages from Wall, who disclosed how HI was performing relative to Guideline—and notably, how HI was outperforming Guideline even without a partnership with a specific Payroll Partner that Guideline heavily relied upon. This acknowledgement further underscores Guideline's strong interest in, and aggressive efforts to obtain, HI's trade secrets and confidential information.

87. On February 5, 2025, Brian shared another internal communication from HI's Head of Corporate Development, Thomas Chen ("Chen"), containing confidential information about how recent strategic shifts by Guideline and a certain Payroll Partner were impacting HI's own internal planning and financial projections.

88. On the same day, Brian forwarded an email from his HI account to his personal email account and the account of his wife, McKenna Sterri. The email consisted of the directive "Save/Starr (sic) this email" and included 33 attachments. While the majority of the attachments

consisted of personal documents of Brian and his family, one attachment was a HI marketing document detailing HI's concierge service tier and its associated services. Although this marketing material is not considered strictly confidential, it is not publicly accessible on HI's website and is only disseminated to prospective clients by HI's sales team through internal channels.

89. Brian had no legitimate business reason to transmit HI's internal marketing document to either his personal email account or the email account of his wife, particularly in light of his impending departure to a direct competitor. This action cannot be explained as inadvertent or routine. Rather, it was consistent with the coordinated plan discussed in the Sterri brothers' communication. As directed by Eirik, Brian was deliberately "saving" screenshots and related confidential materials for future use, knowing full well that they would benefit Guideline, not HI.

Brian and Brandon's Abrupt Resignation to Join Guideline and Unlawful Client Solicitation.

90. On February 24, 2025, at 8:55 a.m. Mountain Time, without coming into the office, Brian and Brandon abruptly resigned from HI via email message without providing any advance notice – even though they knew they had the Guideline jobs "in the bag" as early as November 2024.

91. As stated by Brian to a friend, it was his goal to make his "sudden resignation as big of a shock as possible to Human Interest." He "wanted to make it hurt as much as possible by leaving Human Interest with no notice and leav[e] them scrambling."

92. After submitting his resignation, Brian spoke with HI's Vice President of Sales, Horne, about his decision to leave. Brian also covertly recorded his conversation with Horne, who was in Nevada at the time – despite Nevada's two-party consent law. After Brian shared the recording with Eirik, Eirik asked if he can share it with CFO Wu and SVP Conley, because it is

“[r]eally interesting context from a VP.” Brian allowed the disclosure of the recording for the purpose of “screw[ing] HI.”

93. During the weekend right before their resignations, in the early hours of the day of his resignation, and in the hours immediately after, before HI could terminate Brian’s computer access, Brian accessed many of HI’s confidential client documents in Salesforce and contacted at least one HI prospective client or lead, instructing that client to contact him via text on his personal cell – in violation of HI’s policy to maintain all communications with clients through their approved platforms for recording purposes.

94. Brian knew that it was against HI policy to contact customers, or conduct business, via his personal cell phone. In fact, on Friday, February 21, 2025, before his resignation, Brian’s manager, Michelle Minakais, determined that Sterri was contacting HI’s clients via his personal cell phone and warned him that this conduct was in breach of HI’s policy. HI’s sole approved platform for employee-client text communication is Zoom Call and all client communications are required to be logged and recorded.

95. Brian worked on Saturday, February 22 through Sunday, February 23, and in the early morning hours prior to his resignation on Monday, February 24, *but suspiciously did not clock in or out on either of those days*. Working off-the-clock and accessing HI’s devices is a serious violation of HI’s policy. HI’s policy strictly prohibits hourly employees from working off-the-clock and forbids hourly employees from using “any device, including laptops and cell phones, to work when they are not clocked in. Hourly employees are not authorized to use devices for work purposes at any time when not clocked in.”

96. During the weekend and early morning hours on Monday, February 24, prior to his impending resignation, Brian spent considerable amounts of time accessing HI’s trade secrets and

confidential information, including client information stored in Salesforce. For example, on Saturday, February 22, while clocked out, Brian accessed multiple internal dashboards containing trade secrets and confidential information relating to HI's total lead flow and business performance.

97. From his previous pattern in screenshotting or taking pictures of HI's trade secrets and confidential information, HI contends that Brian misappropriated even more of its trade secrets and confidential information to Guideline upon his departure.

98. In the early morning hours prior to his resignation on Monday, February 24, Brian exhibited notable and concentrated access to different internal reports. For example, Brian repeatedly accessed a report which contains comprehensive monthly sales performance data for individual ISRs, including trade secrets and confidential information. In the six-month period of browsing history HI retrieved from Brian's HI laptop, Brian never accessed this report and accessed this report only between the period of February 19 and his resignation on February 24.

99. On the same morning of his resignation, Brian repeatedly accessed a report that provides daily sales performance metrics for each ISR and encompasses trade secrets and confidential information. In the six-month period of browsing history HI retrieved from Brian's HI laptop, Brian never accessed this report and accessed this report only between the period of February 13 and his resignation on February 24.

100. Brian also repeatedly visited HI's trade secrets and confidential information, including customer lists, customer contacts and information, and other trade secrets and confidential information. Brian repeatedly accessed the contact information of certain prospective customers of HI, including "Lead C" and "Lead G."² Sterri had planned in advance to resign

² Lead C and Lead G are the names of HI prospective customers; because HI's prospective customer lists are the Company's trade secrets and confidential information, HI is protecting their identities and full names.

abruptly on Monday, February 24, and did so at 8:55 a.m. Therefore, there was no legitimate reason for Sterri to be actively accessing HI's platforms and reviewing its trade secrets and confidential information in the hours leading up to his resignation.

101. As part of his confidentiality agreement, Brian also owes HI an obligation not to solicit, induce, encourage, or participate in an attempt to induce any customer or potential customer to terminate, diminish, or materially alter in a manner harmful to HI its relationship with HI. *See* Ex. C, Confidentiality Agreement, ¶ 5.7.

102. Brian is and was bound by his non-solicitation obligations to HI during his employment and for a one-year period after the date his employment ended. Ex. C, ¶ 5.8.

103. Brian breached his obligations by soliciting HI's customers and/or prospective customers before leaving HI and after his resignation.

104. On Saturday February 22, 2025, Brian did not have a scheduled meeting with an HI prospective client lead, "Lead C," but spoke with him directly just two days before his resignation. Brian was not clocked in and spoke with Lead C in violation of HI's policy not to work off-the-clock or use HI devices while not clocked in.

105. During this call, Brian told Lead C that he was going to be "out of town" starting Monday, February 24, and asked Lead C to contact him the following week on the cell phone number he provided, which was Sterri's personal cell phone number, in direct violation of established company policy. Brian told Lead C that he was going to be "out of town" when, in fact, Brian had planned to resign on Monday and, therefore, upon information and belief, Brian gave Lead C a cell phone number for Lead C to conduct business with Sterri once he got to Guideline.

106. For regulatory compliance and other reasons, HI's policy is that all communications to HI clients or prospective clients be logged and recorded through the company-provided Zoom phone. Brian was well aware that continuing communications with Lead C via his personal cell phone would not be recorded through HI's system and would allow Sterri the opportunity to secure Lead C's business for his new employer, Guideline, the following week.³

107. At the time, Lead C was an HI lead and a seriously engaged prospective client who had committed to signing up with HI. However, immediately after Sterri's resignation on February 24, another HI ISR reached out to Lead C, but Lead C failed to respond. To date, HI's ISRs have followed up with Lead C numerous times since February 24 and Lead C has been completely nonresponsive.

108. On the morning of his resignation, and even *subsequent* to his resignation, Brian repeatedly accessed HI's customer lists and information without authorization, including pulling up the information on HI leads located in HI's CRM, Salesforce.

109. Immediately after sending his resignation email at 8:55 a.m. on Monday, February 24, Brian accessed the contact and client data of another lead, Lead G, through Salesforce. In fact, an examination of Brian's activity *following* his resignation establishes that Sterri accessed Salesforce to look at the client leads and obtain contact information for the leads who had been assigned to him that morning. Brian accessed these files without HI's authorization.

110. Brian was active on HI's system after his termination right up to the point HI cut off his access at 10:55 a.m. on February 24.

³ As required for regulatory compliance and quality control assurance policy, HI records phone conversations conducted through its outreach system and all ISRs are required to use company-provided tools or phone numbers to contact potential customers or customers. Because Sterri used HI's company-provided tools for this conversation with Lead C, HI obtained the actual recording of the call between Sterri and Lead C.

111. Both Lead C and Lead G became unresponsive to HI's efforts to close their deals as soon as Brian resigned.

112. Brian has breached his non-solicitation obligations to HI by inducing HI's prospective customers "to terminate, diminish, or materially alter in a manner harmful to Human Interest its relationship with Human Interest."

113. Further, in the weeks before Brian's resignation, he downloaded and/or changed the access permissions on a number of documents, including a document entitled "Leads Data," containing HI's confidential information. Brian also sent numerous emails from his HI account to his personal Gmail email account, as well as his wife's personal Gmail account. Because Brian logged in on his (and his wife's) personal Gmail accounts on his HI-issued laptop, Brian was able to send any document found on his work laptop to third-party accounts without any detection by the HI system (as his personal accounts are not HI-controlled accounts). Linking the personal email accounts to the HI-issued laptop bypasses any way through which HI could detect whether Brian sent documents from his HI laptop to outside accounts through his personal email address.

Post-Resignation Efforts to Steal HI's Trade Secrets and Confidential Information.

114. Brian and Brandon started working for Guideline on February 25, 2025 – the day after they resigned from HI. Yet that did not stop Defendants from acquiring and further attempting to acquire HI's trade secrets and confidential information.

115. Two days after his resignation, on February 26, 2025, Brian sent a text message to Castro (an HI ISR), writing, "Got a big favor to ask," followed by the request, "***A screenshot of total lead flow for ISR team this month.***" (emphasis added). Castro replied, "Am i allowed to ask why," to which Brian only replied with a grinning emoticon.

116. The screenshot would not only provide Brian with confidential and trade secret information as to HI's total lead flow, but would also contain other trade secrets and confidential information, such as client information, contact names, company names, and other proprietary sales information.

117. Brian was well aware of the scope of the screenshot because he had previously furnished Eirik and Guideline with similar screenshots of trade secrets and confidential information.

118. Brian requested this confidential and trade secret information in total disregard for his and Castro's confidentiality obligations.

119. Importantly, Brian was requesting the total lead flow information for his entire team, and not his personal statistics.

120. Castro then wrote Brian, "I'm down to play dirty for sure but you need to get me a job lol." In response, Brian brazenly promised Castro he could get her a job at Guideline, seemingly in exchange for the confidential information requested.

121. The next morning, on February 27, 2025, at 9:24 a.m., Brian texted Castro again, stating, "I still need that favor," to which Castro responded, "Brian you know I can't do that."

122. Brian then tried following up with Castro. When Castro ignored his texts and phone calls, Sterri's wife, McKenna Sterri reached out to Castro on behalf of Brian.

123. Brian also reached out to other HI ISRs to ask why Castro would not respond to his subsequent communications.

124. During these conversations, upon information and belief, Brian told an ISR that his purpose for asking Castro for the total lead flow information was *because Guideline wanted to know HI's total lead flow*.

125. After Castro informed Horne about Brian's request for trade secrets and confidential information, Horne immediately held an emergency meeting to discuss the incident and emphasize the employees' obligations not to disclose any trade secrets or confidential information to Brian, Brandon, or anyone else outside HI.

126. After Castro did not provide the requested trade secrets and confidential information, Brian did not stop. On the morning of February 27, 2025, he reached out to Chloe Garza ("Garza"), an HI employee with whom the Sterris had close personal and/or familial relationship. Brian asked Garza, "Can you count up the total HH this month in HH qbo channel," again asking for internal metrics which could benefit a competitor. Garza replied, "Yea so I cannot send you anything HI related."

127. During the same conversation, Brian showed no hesitation or concern – indeed, quite the opposite – about seeking and receiving access to HI's trade secrets and confidential information, while a Guideline employee. He wrote, "Mitch [another HI ISR] would be the only person that could really give me *the information GDL [Guideline] would want.*" Brian again showed he was not acting alone in this scheme; Guideline likewise "wanted" HI's trade secrets and confidential information and actively supported and orchestrated these efforts.

128. After learning about HI's efforts to keep its trade secrets and confidential information safe, Brian mocked those efforts, and texted Castro, stating "lol Horne using fear tactics lmao" and "Heard today scared a lot of people." As explained in detail above, HI's "total lead flow" information is confidential and a trade secret. HI makes reasonable efforts to protect that data, including by requiring employees such as Brian to sign confidentiality agreements, as Brian did.

129. Brian and Brandon both used and disclosed HI's trade secrets and confidential information, clearly breaching their applicable confidentiality agreements.

130. Likewise, Guideline, through its employees, requested and used HI's trade secrets and confidential information for its benefit to gain an unfair, unlawful competitive advantage over HI.

131. In addition to Guideline's involvement in misappropriating HI's trade secrets and confidential information, Guideline endorsed and ratified the Sterri brothers' conduct even after HI sent the cease-and-desist letters denouncing the brothers' confidentiality breaches. In fact, on March 7, 2025, Eirik wrote to his brothers, after having discussed HI's letter, "Andrew [Conley] is great. *Also everyone has your backs for real.* Everyone has expressed how fired up they are about the situation. It will blow over and all of us will be so fired up."

Brian's Failure to Preserve All Evidence.

132. On March 3, 2025, when HI was aware of only a fraction of Defendants' wrongful conduct, but while seeking to enforce its legal rights, HI sent Brian and Brandon cease-and-desist and notice of preservation letters via express mail, providing them with notice of their legal obligations to preserve evidence. Specifically, the Notice to Preserve Evidence advised Brian and Brandon of their obligation to preserve electronic, digital, or saved information, including photographs and/or screenshots of HI's information, text messages, email messages, or other messages, whether physical or digital, including any application formats such as Slack, Whatsapp, Signal, or any social media or other electronic application. HI also instructed the Sterri brothers to preserve and not destroy, alter, or modify in any way all hard-copy information and electronically stored information relating to HI.

133. The notice of preservation letters also advised Brian and Brandon that the obligation to preserve evidence explicitly “includes all physical, electronically-stored information including emails, cloud storage, hidden system files or metadata presently located on or contained in a free-standing computer or laptop, CPU, or digital device that may contain data-storage capabilities, including but not limited to hard disk drives, flash drives, optical disk drives, removable media, CD-ROM and DVD drives, Zip drives, Jaz drives, Maxtor drives or snap drives, data processing cards, computer magnetic tapes, backup tapes, drum and disk storage devices or other similar electronic storage media or system of whatever name or description.”

134. Upon information and belief, Guideline continued to access and use the HI trade secrets and confidential information that Brian and Brandon misappropriated from HI, even after they joined Guideline. On March 7, 2025, Brian admitted to his brothers that SVP Conley “[a]sks us about strategy/sales processes sometime lmao,” strongly suggesting that SVP Conley – and by extension Guideline – was relying on and exploiting Brian and Brandon’s insider knowledge of their competitor, as well as their access to, and possession of, HI’s trade secrets and confidential information.

135. After filing and serving its Motion for Temporary Restraining Order and Verified Complaint, the parties’ counsel engaged in discussions in which HI’s counsel requested to have Brian’s personal mobile device forensically examined by an agreed-upon third party vendor. Brian’s counsel refused and informed HI’s counsel that Brian decided to proceed with litigation.

136. However, on April 4, 2025, Brian filed his Opposition to HI’s Motion for Temporary Restraining Order and Preliminary Injunction. In the Opposition, HI learned, *for the first time*, through Brian’s own Declaration, that Brian had unilaterally submitted his personal

phone to “Risk Control Services” (“RCS”), with no previous notice to HI or agreement between the parties.

137. RCS allegedly imaged Brian’s phone. Subsequent to the image, Brian authorized RCS to “wipe” his entire phone, including to delete all messages and images, and to overwrite cloud backup.

138. RCS allegedly utilized an Advanced Logical Extraction on Brian’s personal phone, a type of extraction which does not contain a full system extraction. Because of that, upon information and belief, Brian did not preserve deleted files, system data, or the full contents of the device’s storage.

139. Because an Advanced Logical Extraction does not contain a full file system, certain categories of data – potentially including text messages, text message remnants, metadata, app usage records, and other relevant communications – may have been irretrievably lost, especially deleted or hidden data that was not captured in the extraction.

140. Brian had no reasonable or legitimate basis to instruct RCS to wipe his personal phone and failed to take reasonable steps to preserve electronically stored information that Brian knew was relevant to pending litigation and subject to a Notice to Preserve Evidence.

141. As a result of Brian’s conduct, HI is prejudiced in its ability to obtain relevant evidence, including communications, documents, or metadata stored on the device and its cloud backup that may demonstrate Defendants’ use, disclosure, or possession of HI’s trade secrets.

142. The timing and manner of Defendants’ actions – undertaken after the commencement of this lawsuit and receipt of a Notice to Preserve Evidence, and after their excessive wrongful disclosure of HI’s trade secrets and confidential information – support a reasonable inference that Defendants engaged in this conduct to conceal or withhold evidence

relevant to the claims in this case, including information related to Defendants' access to, use of, or dissemination of HI's trade secrets and confidential information.

Guideline's Extortionate Demand: Drop the Lawsuit or Be Excluded from the Sale Process.

143. On August 27, 2025, Guideline publicly announced that it had entered an agreement to be acquired by a certain national Payroll Partner.

144. As part of the acquisition, Guideline began marketing the sale of its business assets, including portfolios of its customers not associated with that national Payroll Partner.

145. On August 28, 2025, HI's CEO, Jeff Schneble, proactively reached out to Guideline's CFO, Wu, to express HI's interest in participating in the sale process and potentially acquiring a set of Guideline's customers that are not associated with that national Payroll Partner, believing that HI is the most qualified bidder given its mission alignment and financial capacity.

146. In a blatant act of bad faith, when HI expressed interest in acquiring Guideline customers through a legitimate business process, CFO Wu ***demand******ed that HI dismiss its lawsuit against Brian, and thus abandon its legal rights as the price of admission – revealing the executives' desperation to conceal their systematic theft of trade secrets and confidential information.*** By tying HI's ability to participate in a legitimate business transaction to abandoning its legal claims, Guideline improperly sought to leverage HI's enforcement of its confidentiality agreements for its own strategic and personal benefit.

147. This demand placed HI in an untenable position: either forfeit its rights to protect its trade secrets and confidential information and enforce legal agreements, or be excluded entirely from the sale process. Guideline's conduct was a calculated effort to coerce HI into abandoning its lawful claims and to manipulate the process for its own advantage, further demonstrating a clear pattern of bad faith and opportunistic exploitation.

CLAIMS FOR RELIEF

FIRST CAUSE OF ACTION

Breach of Contract

(Against Brian Sterri and Brandon Sterri)

148. HI incorporates by reference the allegations contained in all previous paragraphs as if fully set forth herein.

149. Brian and Brandon each entered into valid confidentiality agreements, where they agreed to (1) take all reasonable precautions to prevent the disclosure of confidential information, as defined in said agreements; (2) not, either directly or indirectly, disclose or use HI's confidential, proprietary, or trade secret information; (3) not remove confidential, proprietary, or trade secret information from HI's premises; and (4) return all of HI's information, confidential or otherwise.

150. As part of their Confidentiality Agreements, Brian and Brandon also entered into valid and enforceable provisions requiring them not to solicit, induce, encourage, or participate in an attempt to induce any of HI's customers or potential customers to terminate, diminish, or materially alter in a manner harmful to HI their relationship with HI.

151. Brian and Brandon received adequate and sufficient consideration for entering into the Confidentiality Agreement, including, employment and/or continued employment with HI, access to HI's trade secrets and confidential information, and training on HI's business methods, strategies, expertise, and other means of success.

152. The confidentiality and non-solicitation provisions in the Confidentiality Agreement are reasonable in scope and duration, and necessary to protect HI's legitimate business interests.

153. HI fulfilled all its obligations under the Confidentiality Agreement.

154. Brian and Brandon systematically and repeatedly violated their confidentiality obligations by conducting an organized campaign to steal and disseminate HI's most sensitive trade secrets, upon information and belief at the direction of Guideline's senior executives. While working at HI, they supplied Guideline with HI's trade secrets and confidential information, including non-public information relating to HI's agreement with a certain Payroll Partner; internal strategies, analyses, and workflow processes; internal confidential metrics related in part to total lead flow; even HI's strategic plan related to workflow, quota productivity, and other metrics for the 2025 year.

155. Brian further breached his non-solicitation obligations to HI by soliciting HI's prospective customers to terminate or materially alter their relationship with HI and instead join HI's competitor, Guideline.

156. In agreeing to HI's Confidentiality Agreement, Brian and Brandon expressly acknowledged that breaches of certain of the above provisions will irreparably damage HI for which monetary damages may not be an adequate remedy and agreed that HI shall be entitled, among others, to injunctive relief.

157. These breaches have caused, and will continue to cause, irreparable harm to HI in ways that cannot be reasonably ascertained or quantified and for which monetary damages are not an adequate remedy.

158. These breaches have also caused, and will continue to cause, damages to HI in an amount to be proven at trial, in the form of loss of competitive advantage, loss of goodwill, and monetary damages from lost customers and prospective customers.

SECOND CAUSE OF ACTION
Violations of the Defend Trade Secrets Act
18 U.S.C. §§ 1836, *et seq.*
(Against All Defendants)

159. HI incorporates by reference the allegations contained in all previous paragraphs as if fully set forth herein.

160. The material Defendants misappropriated from HI constitutes valuable trade secrets under the Defend Trade Secrets Act, 18 U.S.C. § 1839(3) (“DTSA”), including because such material comprises customer lists, customer contacts and information, competitive strategies, competitive processes, and competitively sensitive total lead flow data that Guideline executives specifically targeted for theft because of its immense strategic value.

161. This information constitutes trade secrets under the DTSA because HI derives independent economic value from this information not being generally known to the public and not being readily ascertainable by proper means by other persons who could obtain economic value from its disclosure or use, and because the information is the subject of reasonable efforts to maintain its secrecy.

162. HI has invested substantial time and money in developing and maintaining its trade secrets.

163. HI takes reasonable steps to protect and keep secret its trade secrets.

164. Brian and Brandon are obligated by the applicable law, HI’s policies, and their own understanding of the confidential nature of HI’s trade secrets, to maintain the secrecy of that information, including by avoiding its use and/or disclosure. Similarly, Guideline is aware of the confidential nature of HI’s trade secrets, as a competitor in the field who also protects its own confidential information to attain a competitive advantage. That is also the reason why Guideline “wanted” that information – due to its confidentiality and resulting economic value.

165. Defendants misappropriated HI's trade secrets, in violation of the DTSA. Such misappropriation was not limited, but took place on multiple occasions.

166. The systematic trade secret theft orchestrated by all Defendants was not merely willful and malicious, but represented a calculated corporate espionage campaign designed to steal HI's competitive advantages through deliberate betrayal and deception, entitling HI to an award of exemplary damages and attorneys' fees.

167. The timing and manner of Brian's actions in unilaterally imaging his phone and then wiping his entire phone support a reasonable inference that Defendants engaged in this conduct to conceal or withhold evidence relevant to the claims in this case, including information related to Brian and Brandon's access, use, and dissemination of HI's trade secrets.

168. As a consequence of the foregoing, HI has been injured and will face severe and irreparable injury. HI is losing customers, employees, and its trade secrets, faces permanent damage to its critical partnerships with lead providers, and damage to its goodwill and business reputation in an amount that may be impossible to ascertain, unless Brian and Brandon are enjoined and restrained by order of this Court.

169. Defendants will be, and are, unjustly enriched by the misappropriation of HI's trade secrets, entitling HI to an award of disgorgement of any unjust enrichment and ill-gotten gains obtained by Defendants because of their misconduct. Unless the Court restrains Defendants, they will continue to threaten to use, actually use, divulge, inevitably disclose, acquire and/or otherwise misappropriate HI's trade secrets.

170. HI lacks an adequate remedy at law for Defendants' breaches, and risks losing substantial revenue through Defendants' misconduct.

171. As such, HI requests an injunction stopping Defendants' misconduct and seeks monetary damages, attorneys' fees, and all other penalties available under the DTSA, including exemplary damages, for Defendants' misappropriation of HI's trade secrets in an amount to be determined at trial.

THIRD CAUSE OF ACTION
Violations of the Uniform Trade Secrets Act
Utah Code § 13-24-1, *et seq.*
(Against All Defendants)

172. HI incorporates by reference the allegations contained in all previous paragraphs as if fully set forth herein.

173. The material Defendants misappropriated from HI constitutes valuable trade secrets under the Utah Uniform Trade Secrets Act ("UTSA"), Utah Code § 13-24-2(4), including because such material comprises customer lists, customer contacts and information, competitive strategies, competitive processes, and competitively sensitive total lead flow data that Guideline executives specifically targeted for theft because of its immense strategic value.

174. HI derives independent economic value from its trade secrets not being generally known to, and not being readily ascertainable by, other persons who can obtain economic value from their disclosure or use.

175. HI has undertaken and continues to undertake, reasonable efforts to safeguard its trade secrets.

176. Brian and Brandon had access to HI's trade secrets described above.

177. As trusted employees of HI, Brian and Brandon obtained HI's trade secrets under an obligation not to use or disclose it except for purposes of advancing HI's interests. Brian and Brandon had a duty as employees of HI to protect and limit his use of HI's trade secrets.

178. Specifically, Brian and Brandon agreed that they are bound to protect the confidentiality of HI's trade secrets and other proprietary information through their respective confidentiality agreements. Similarly, Guideline is aware of the confidential nature of HI's trade secrets, as a competitor in the field who also protects its own confidential information to attain a competitive advantage. That is also the reason why Guideline "wanted" that information – due to its confidentiality.

179. Defendants have used and disclosed and, if not enjoined, will inevitably continue to use and disclose HI's trade secrets in violation of their duties to HI, and without HI's consent, to the irreparable detriment of HI. Defendants' access and use of HI's trade secrets allowed Defendants, including Guideline, to take strategic decisions while relying on a competitor's trade secrets.

180. In particular, Defendants have misappropriated, used, and/or disclosed HI's trade secrets related to lead flow, as well as other trade secrets.

181. The timing and manner of Defendants' actions in unilaterally imaging Brian's phone and then wiping his entire phone support a reasonable inference that Brian, and the other Defendants, engaged in this conduct to conceal or withhold evidence relevant to the claims in this case, including information related to Brian's access to, use of, or dissemination of HI's trade secrets.

182. The actions of Defendants set forth above constitute a misappropriation within the meaning of the UTSA.

183. Because the actions of Defendants were willful and malicious, HI is also entitled to attorney's fees under Utah Code § 13-24-5.

184. This case represents trade secret misappropriation at its most egregious – coordinated conspiracy involving corporate executives who seemingly abandoned all ethical and legal boundaries in their pursuit of stolen competitive advantages.

FOURTH CAUSE OF ACTION
Violations of the Computer Fraud and Abuse Act
18 U.S.C. § 1030
(Against Brian Sterri and Guideline)

185. HI incorporates by reference the allegations contained in all previous paragraphs as if fully set forth herein.

186. Defendants Brian and Guideline have repeatedly violated the Computer Fraud and Abuse Act (“CFAA”).

187. HI’s computer systems are protected computers under 18 U.S.C. § 1030(e)(2).

188. As stated by HI’s Employee Handbook, employees may not access HI’s computer systems “without authorization and a business need.” Under HI’s policy, employees are only authorized to access files within the computer system that they have a “business need” to access.

189. During the days leading up to his resignation from HI, Brian repeatedly and intentionally accessed files in HI’s computer systems for which he had no business need to access. As previously outlined, many of the files he accessed were outside the scope of his ISR position.

190. Such access exceeded the parameters of Brian’s authorized access by entering areas of the computer system to which that authorization did not extend.

191. After Brian resigned from HI, he was no longer an employee of HI and therefore did not have any authorization to access HI’s protected computers.

192. Brian continued to intentionally access HI’s protected computers after he resigned, despite not having authorization to do so.

193. HI's Employee Handbook also states that employees are "not authorized to use devices for work purposes at any time when not clocked in." Under this rule, employees' authorization to access HI's computer systems are contingent on whether they are clocked in. If an employee is clocked in, they may access the computer system within the limits of their authorization; but if they are not clocked in, then they do not have authority to access any part of HI's computer system.

194. Brian intentionally accessed HI's protected computers while not clocked in, despite not having authorization to do so.

195. In each instance where Brian's intentional access into HI's protected computers either exceeded his authorization or was without authorization, Brian's intentional access resulted in him obtaining information from the protected computers, such as reports, sales metrics, and other trade secrets and confidential information.

196. Brian deliberately accessed HI's protected systems without authorization and beyond the scope of his authorization as part of the coordinated scheme of trade secret theft and economic espionage. He did so, upon information and belief, at the direction and encouragement of Guideline executives who specifically sought these trade secrets and confidential information.

197. On information and belief, Guideline, directed, encouraged, or induced Brian to access these trade secrets and confidential information.

198. Guideline is vicariously liable for directing, encouraging, or inducing Brian to intentionally access HI's protected computers outside the scope of his authorization.

199. HI has suffered significant damages, and will continue to suffer damages, in the form of losing its competitive advantage, goodwill, customers, and prospective customers.

FIFTH CAUSE OF ACTION

**Violations of the Racketeer Influenced and Corrupt Organizations Act (“RICO”)
18 U.S.C § 1961, *et seq.*
(Against All Defendants)**

200. HI incorporates by reference the allegations contained in all previous paragraphs as if fully set forth herein.

201. Each defendant is a “person” as defined by 18 U.S.C. § 1961(3), and the combination of the Defendants constitute an enterprise under § 1961(4).

202. Defendants operated as a criminal enterprise within the meaning of RICO, with Guideline’s senior executives serving as the leadership directing a pattern of racketeering activity designed to steal trade secrets and gain unlawful competitive advantages.

203. Defendants’ pattern of conduct has violated the DTSA, as discussed above.

204. Defendants’ pattern of conduct has also violated the Economic Espionage Act under 18 U.S.C. § 1832. At Guideline’s request and encouragement, Brian and Brandon obtained HI’s trade secrets and other proprietary information and conveyed that information to Guideline without HI’s authorization. Defendants intended to use HI’s trade secrets to benefit themselves at HI’s expense. Defendants knew or intended that HI would be injured by the theft and use of its trade secrets. HI’s stolen trade secrets are related to services provided in interstate commerce.

205. The DTSA and Economic Espionage Act are defined as racketeering activities under § 1961(1) and constitute predicate acts.

206. Defendants’ violations of the Economic Espionage Act and DTSA are also related predicated acts focused on a common purpose. Defendants’ violations of the Economic Espionage Act and DTSA share the same purpose and effect, cause harm to HI by unlawful means, and include the same participants. Defendants stole HI’s trade secrets and engaged in economic

espionage with the purpose and effect of giving Guideline an unfair competitive advantage over HI.

207. Defendants' violations of the DTSA and Economic Espionage Act are continuous. There is a significant threat that these violations will continue into the future. Such threat is supported, *inter alia*, by Defendants' blatant disregard for the confidentiality of HI's trade secrets, and Defendants' attempts, even after the Sterris' resignations, to obtain HI's confidential information from HI employees such as Castro or Garza. Similarly, the threat is significant because Brian has explicitly identified at least one individual he would contact to obtain "the information [Guideline] would want."

208. Defendants' conduct therefore constitutes a pattern of racketeering activities.

209. Defendants' unlawful conduct has injured HI, and will continue injuring HI into the foreseeable future, by using the appropriated trade secrets to copy HI's proprietary methods and steal HI's clients.

210. This RICO enterprise caused damages exceeding millions of dollars through a systematic pattern of trade secret theft that corrupted the competitive marketplace and unjustly enriched Guideline at HI's expense.

PRAYER FOR RELIEF

HI respectfully requests the following relief:

- a. A preliminary and permanent injunction:
 - i. Enjoining Defendants Brian and Brandon, and all persons acting in concert or participation with them, from contacting or soliciting any of HI's current clients or prospective clients with whom they worked with while employed at HI;
 - ii. Enjoining Defendants, and all persons acting in concert or participation with them, from contacting or soliciting any of HI's current employees for the purpose of acquiring or sharing HI's

confidential and trade secret information with any competitor or third party;

- iii. Enjoining Defendants, and all persons acting in concert or participation with them, from disclosing, using, or distributing any of HI's confidential and trade secret information, including lead flow data, client lists, business strategies, or other proprietary data obtained by Defendants;
 - iv. Ordering Defendants, and all persons acting in concert or participation with them, to return to HI all documents, data, records, or other materials – whether hard-copy or electronic, including without limitation all originals, copies, extracts, summaries, photographs, recordings, videos, screen captures, backups, and other reproductions – that contain, reflect, embody, or are derived in whole or in part from any HI trade secret or confidential information;
 - v. Enjoining Defendants, and all persons acting in concert or participation with them, from directly or indirectly contacting, soliciting, recruiting, inducing, or attempting to persuade any current or former employee of HI to disclose, use, or provide access to HI's trade secrets or other confidential, proprietary, or competitively sensitive information, including but not limited to information concerning lead flow, customer or prospective customer relationships, partners or prospective partner relationships, pricing, marketing plans, product development, or other strategic business data;
 - vi. Compelling Defendants Brian and Brandon, and all persons acting in concert or participation with them, to comply with their contractual obligations to HI as identified in their respective Confidentiality Agreements;
 - vii. An order requiring Defendants, and all persons acting in concert or participation with them, to preserve all documents and electronically stored information related to the claims and defenses in this action; and
 - viii. Extending the term of the obligations of Defendants Brian and Brandon under their respective Confidentiality Agreements for one year or as equity requires;
- b. Judgment against Defendants Brian and Brandon for breach of contract;

- c. Judgment against all Defendants for Misappropriation of Trade Secrets under the DTSA;
- d. Judgment against all Defendants for Misappropriation of Trade Secrets under the UTSA;
- e. Judgment against Defendants Brian and Guideline for Violations of the CFAA;
- f. Judgment against all Defendants for Violations of RICO;
- g. Judgment against Defendants in an amount to be determined at trial, including compensatory damages, punitive damages, and treble damages against Defendants for their conduct described herein;
- h. An award of pre- and post- judgment interest, costs, and attorney's fees as allowed by law;
- i. Actual damages, restitution, and disgorgement of all profits wrongfully obtained through the systematic theft of trade secrets, including the value enhancement of Guideline's acquisition by a certain national Payroll Partner that was facilitated by HI's stolen intelligence; and
- j. Such further relief as the Court deems just and proper to prevent further harm to HI.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, HI hereby demands a jury trial on all issues properly triable by jury.

DATED this 6th day of October, 2025.

OGLETREE DEAKINS, NASH, SMOAK &
STEWART, P.C.

/s/ Kathleen D. Weron

Kathleen D. Weron

Paul J. Hulbert

Christina Petria

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 6th day of October, 2025, I served the foregoing **PLAINTIFF'S SECOND AMENDED COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES** on the persons identified below as indicated:

M. Christopher Moon	☐	U.S. Mail – Postage Prepaid
JACKSON LEWIS PC	☐	Hand Delivery
215 South State Street, Suite 760	☒	Electronic Filing
Salt Lake City, UT 84111	☐	Email
<u>Christopher.moon@jacksonlewis.com</u>		
<i>Attorneys for Defendant</i>		

/s/ Kathleen D. Weron

CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

As a condition of employment with Human Interest, Inc., a Delaware corporation, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "Company"), and in consideration of my employment with the Company and my receipt of the compensation paid to me by the Company, I, the undersigned employee, agree to the following:

1. Relationship. This Confidential Information and Invention Assignment Agreement (the "Agreement") will apply to my employment relationship with the Company.

2. Duties. I will perform for the Company such duties as may be designated by the Company from time to time or that are otherwise within the scope of my employment and not contrary to instructions from the Company. During my employment, I will devote my entire best business efforts to the interests of the Company and will not engage in other employment or in any activities detrimental to the best interests of the Company without the prior written consent of the Company.

3. Confidential Information.

a. Protection of Information. I understand that during my employment, the Company intends to provide me with information, including Confidential Information (as defined below), without which I would not be able to perform my duties to the Company. I agree, at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform my obligations to the Company, and not to disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any Confidential Information that I obtain, access or create during the term of employment, whether or not during working hours, until such Confidential Information becomes publicly and widely 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. I further agree not to make copies of such Confidential Information except as authorized by the Company.

b. Confidential Information. I understand that "Confidential Information" means information and physical material not generally known or available outside the Company and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation: (i) Company Inventions (as defined below); and (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and consultants of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, suppliers, customers, and referral sources (including, but not limited to, customers and referral sources of the Company on whom I called or with whom I became acquainted during my employment), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to me by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

c. Third Party Information. My agreements in this Section 3 are intended to be for the

benefit of the Company and any third party that has entrusted information or physical material to the Company in confidence.

- d. **Notice of The Defend Trade Secrets Act (DTSA) of 2016.** The Company reserves the right pursuant to the DTSA to a private, civil right of action for trade secret misappropriation claims, if the trade secret is related to a product or service used in, or intended for use in, interstate or foreign commerce. This would pertain to use of Company Inventions and Confidential Information.
- e. **Other Rights.** This Agreement is intended to supplement, and not to supersede, any rights the Company may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

4. **Ownership of Inventions.**

- a. **Inventions Retained and Licensed.** I have attached hereto, as Exhibit A, a complete list describing with particularity all Inventions (as defined below) that, as of the Effective Date, belong solely to me or belong to me jointly with others, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Inventions at the time of signing this Agreement.
- b. **Use or Incorporation of Inventions.** If in the course of my employment, I use or incorporate into a product, process or machine any Invention not covered by Section 4(d) of this Agreement in which I have an interest, I will promptly so inform the Company. Whether or not I give such notice, I hereby irrevocably grant to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Invention and to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute such Invention under all applicable intellectual property laws without restriction of any kind.
- c. **Inventions.** I understand that "Inventions" means discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. I understand this includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. I understand that "Company Inventions" means any and all Inventions that I may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of employment, except as otherwise provided in Section 4(g) below.
- d. **Assignment of Company Inventions.** 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 throughout the world in and to any and all Company Inventions and all patent, copyright, trademark, trade secret and other intellectual property rights therein. I hereby waive and irrevocably quitclaim to the Company or its designee any and all claims, of any nature whatsoever, that I now have or may hereafter have for infringement of any and all Company Inventions. I further acknowledge that all Company Inventions that are made by me (solely or jointly with others) within the scope of and during the period of my employment are "works made for hire" (to the

greatest extent permitted by applicable law) and are compensated by my salary. Any assignment of Company Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "Moral Rights"). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

- e. Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Company Inventions made or conceived by me (solely or jointly with others) during the term of employment. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, or any other format. The records will be available to and remain the sole property of the Company at all times. I agree not to remove such records from the Company's place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business. I agree to deliver all such records (including any copies thereof) to the Company at the time of termination of my employment as provided for in Sections 5 and 6.
- f. Patent and Copyright Rights.** I agree to assist the Company, or its designee, at its expense, in every proper way to secure the Company's, or its designee's, rights in the Company Inventions and any copyrights, patents, trademarks, mask work rights, Moral Rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company or its designee deems necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive and agree not to enforce any and all such rights, and in order to assign and convey to the Company or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Company Inventions, and any copyrights, patents, mask work rights 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 will continue during and at all times after the end of my employment and until the expiration of the last such intellectual property right to expire in any country of the world. 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 instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright, mask work and other registrations related to such Company Inventions. This power of attorney is coupled with an interest and will not be affected by my subsequent incapacity.
- g. Exception to Assignments.** Subject to the requirements of applicable state law, if any, I understand that the Company Inventions 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, attached hereto as Exhibit B. In order to assist in the determination of which inventions qualify for such exclusion, I will advise the Company promptly in writing, during and after the term of my employment, of all Inventions solely or jointly

conceived or developed or reduced to practice by me during the period of employment.

5. Company Property; Returning Company Documents. I acknowledge and agree that I have no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, files, e-mail messages, Zoom or other video meetings, phone calls, and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored, recorded, or reviewed at any time without further notice. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. I agree that, at the time of termination of my employment, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by me pursuant to my employment or otherwise belonging to the Company, its successors or assigns.

6. Termination Certification. In the event of the termination of my employment, and upon request by the Company, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit C; however, my failure to sign and deliver the Termination Certification will in no way diminish my continuing obligations and the Company's rights under this Agreement.

7. Notice to Third Parties. I agree that during the periods of time during which I am restricted in taking certain actions by the terms of this Agreement (the "Restriction Period"), I will inform any entity or person with whom I may seek to enter into a business relationship (whether as an owner, employee, independent contractor, or otherwise) of my contractual obligations under this Agreement. I also understand and agree that the Company may, with or without prior notice to me and during or after the term of employment, notify third parties of my agreements and obligations under this Agreement. I further agree that, upon written request by the Company, I will respond to the Company in writing regarding the status of my employment or proposed employment with any party during the Restriction Period.

8. Solicitation of Employees, Consultants and Other Parties. As described above, I acknowledge and agree that the Company's Confidential Information includes information relating to the Company's employees, consultants, customers and others, and that I will not use or disclose such Confidential Information except as authorized by the Company. I further agree as follows:

- a. Employees, Consultants.** I agree that during the term of my employment, and for a period of twelve (12) months immediately following the termination of the same for any reason, whether with or without cause, I shall not, directly or indirectly, solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.
- b. Other Parties.** I agree that during the term of my employment, I will not negatively influence any of the Company's clients, licensors, licensees or customers from purchasing Company products or services or solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. In addition, I acknowledge that the Company has valuable Trade Secrets (as defined by applicable law from time to time) to which I will have access during the term of my employment. I understand that the Company intends to vigorously pursue

its rights under applicable Trade Secrets law if, during a period of twelve (12) months immediately following the termination of my employment for any reason, whether with or without cause, I solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. Thereafter, the Company intends to vigorously pursue its rights under applicable Trade Secrets law as the circumstances warrant.

9. At-Will Relationship. I understand and acknowledge that, except as may be otherwise explicitly provided in a separate written agreement between the Company and me, my employment with the Company is and shall continue to be at-will, as defined under applicable law, meaning that either I or the Company may terminate the relationship at any time for any reason or no reason, without further obligation or liability, other than as to those provisions of this Agreement that explicitly survive the termination of the relationship.

10. Representations and Covenants.

a. Facilitation of Agreement. I agree to execute promptly, both during and after the end of my employment, any proper oath, and to verify any proper document, required to carry out the terms of this Agreement, upon the Company's written request to do so.

b. No Conflicts. I represent that my performance of all the terms of this Agreement does not and will not breach any agreement I have entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by me in confidence or in trust prior to or during my employment. I will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. I will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party. I acknowledge and agree that I have listed on Exhibit A all agreements (e.g., non-competition agreements, non-solicitation of customers agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.), if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties for the Company or any obligation I may have to the Company. I agree not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

c. Voluntary Execution. I certify and acknowledge that I have carefully read all of the provisions of this Agreement, that I understand and have voluntarily accepted such provisions, and that I will fully and faithfully comply with such provisions.

11. Electronic Delivery. Nothing herein is intended to imply a right to participate in any of the Company's equity incentive plans, however, if I do participate in such plan(s), the Company may, in its sole discretion, decide to deliver any documents related to my participation in the Company's equity incentive plan(s) by electronic means or to request my consent to participate in such plan(s) by electronic means. I hereby consent to receive such documents by electronic delivery and agree, if applicable, to participate in such plan(s) through an on-line or electronic system established and

maintained by the Company or a third party designated by the Company.

12. Miscellaneous.

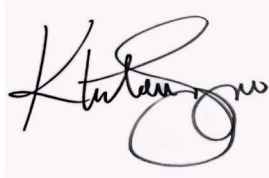
- a. Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of California, without giving effect to the principles of conflict of laws.
- b. Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to its subject matter and merges all prior discussions between us. No amendment to this Agreement will be effective unless in writing signed by both parties to this Agreement. The Company shall not be deemed hereby to have waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of the Company, it being understood that, even if I am an officer of the Company, I will not have authority to give any such authorizations or waivers for the Company under this Agreement without specific approval by the Board of Directors. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.
- c. Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of the Company, its successors, and its assigns.
- d. Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.
- e. Severability.** If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected. The Company and I have attempted to limit my right to use, maintain and disclose the Company's Confidential Information, and to limit my right to solicit employees and customers only to the extent necessary to protect the Company from unfair competition. Should a court of competent jurisdiction determine that the scope of the covenants contained in Section 8 exceeds the maximum restrictiveness such court deems reasonable and enforceable, the parties intend that the court should reform, modify and enforce the provision to such narrower scope as it determines to be reasonable and enforceable under the circumstances existing at that time.
- f. Remedies.** I acknowledge and agree that violation of this Agreement by me may cause the Company irreparable harm, and therefore I agree that the Company will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security (or, where such a bond or security is required, I agree that a \$1,000 bond will be adequate), in addition to and without

prejudice to any other rights or remedies that the Company may have for a breach of this Agreement.

- g. Advice of Counsel.** I acknowledge that, in executing this Agreement, I have had the opportunity to seek the advice of independent legal counsel, and I have read and understood all of the terms and provisions of this Agreement. This Agreement will not be construed against any part by reason of the party that drafted or prepared it.
- h. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

By electronically signing below, I acknowledge that I have read, understand, and agree to this Confidential Information and Invention Assignment Agreement, and am entering into it knowingly and voluntarily, with full knowledge of what it means.

HUMAN INTEREST INC.

A handwritten signature in black ink, appearing to read "Klinton Miyao", is displayed on a light pink rectangular background.

Klinton Miyao
Chief People Officer

EXHIBIT A

LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP EXCLUDED UNDER SECTION 4(A) AND CONFLICTING AGREEMENTS DISCLOSED UNDER SECTION 10(B)

The following is a list of (i) all inventions that belong solely to me or belong to me jointly with others, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company pursuant to this Agreement and (ii) all agreements, if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties for the Company or any obligation I may have to the Company:

Note: If you are unable to add information to this page because the Agreement is presented to you electronically, you may email responsive information to employeerelations@humaninterest.com and we will add it to the document for you before you sign.

Except as indicated above on this exhibit, I have no inventions, improvements or original works to disclose pursuant to Section 4(a) of this Agreement and no agreements to disclose pursuant to Section 10(b) of this Agreement.

EXHIBIT B

For Employees in California, Section 2870 of the California Labor Code states:

a. Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

1. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
2. Result from any work performed by the employee for the employer.

b. To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

For Employees in Illinois, Chapter 765, Section 1060/2 of the Illinois Compiled Statutes states:

1. A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this State and is to that extent void and unenforceable. The employee shall bear the burden of proof in establishing that his invention qualifies under this subsection.

2. An employer shall not require a provision made void and unenforceable by subsection (1) of this Section as a condition of employment or continuing employment. This Act shall not preempt existing common law applicable to any shop rights of employers with respect to employees who have not signed an employment agreement.

3. If an employment agreement entered into after January 1, 1984, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

For Employees in Kansas, Section 44-130 of the Kansas Labor and Industries Code states:

a. Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer shall not apply to an invention for which no equipment, supplies, facilities or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless:

1. The invention relates to the business of the employer or to the employer's actual or demonstrably anticipated research or development; or

2. the invention results from any work performed by the employee for the employer.

b. Any provision in an employment agreement which purports to apply to an invention which it is prohibited from applying to under subsection (a), is to that extent against the public policy of this state and is to that extent void and unenforceable. No employer shall require a provision made void and unenforceable by this section as a condition of employment or continuing employment.

For Employees in Minnesota, Section 181.78 of the Minnesota Labor, Industry Code states:

a. If an employment agreement contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer shall provide, at the time the agreement is made, a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless:

1. The invention relates directly to the business of the employer or to the employer's actual or demonstrably anticipated research or development; or

2. The invention results from any work performed by the employee for the employer.

b. Even though the employee meets the burden of proving the conditions specified in this section, the employee shall disclose, at the time of employment or thereafter, all inventions being developed by the employee, for the purpose of determining employer and employee rights in an invention.

For Employees in Washington, Section 49.44.140 of the Washington Labor Regulations states:

1. A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.

2. An employer shall not require a provision made void and unenforceable by subsection (1) of this section as a condition of employment or continuing employment.

3. If an employment agreement entered into after September 1, 1979, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work preformed [performed] by the employee for the employer.

EXHIBIT C

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to Human Interest, Inc., a Delaware corporation, its subsidiaries, affiliates, successors or assigns (collectively, the "Company").

I further certify that I have complied with all the terms of the Company's Confidential Information and Invention Assignment Agreement signed by me, including the reporting of any Inventions (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement, and I acknowledge my continuing obligations under that agreement.

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

I further agree that for twelve (12) months from the date of this Certification, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.

Further, I agree that I shall not use any Confidential Information of the Company to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

Further, I acknowledge that the Company has valuable Trade Secrets (as defined by applicable law from time to time) to which I have had access. I understand that the Company intends to vigorously pursue its rights under applicable Trade Secrets law if, during a period of twelve (12) months from the date of this Certification, I solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. Thereafter, the Company intends to vigorously pursue its rights under applicable Trade Secrets law as the circumstances warrant.

CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

As a condition of employment with Human Interest, Inc., a Delaware corporation, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "Company"), and in consideration of my employment with the Company and my receipt of the compensation paid to me by the Company, I, the undersigned employee, agree to the following:

1. **Relationship.** This Confidential Information and Invention Assignment Agreement (the "Agreement") will apply to my employment relationship with the Company.
2. **Duties.** I will perform for the Company such duties as may be designated by the Company from time to time or that are otherwise within the scope of my employment and not contrary to instructions from the Company. During my employment, I will devote my entire best business efforts to the interests of the Company and will not engage in other employment or in any activities detrimental to the best interests of the Company without the prior written consent of the Company.
3. **Confidential Information.**
 - a. **Protection of Information.** I understand that during my employment, the Company intends to provide me with information, including Confidential Information (as defined below), without which I would not be able to perform my duties to the Company. I agree, at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform my obligations to the Company, and not to disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any Confidential Information that I obtain, access or create during the term of employment, whether or not during working hours, until such Confidential Information becomes publicly and widely 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. I further agree not to make copies of such Confidential Information except as authorized by the Company.
 - b. **Confidential Information.** I understand that "Confidential Information" means information and physical material not generally known or available outside the Company and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation: (i) Company Inventions (as defined below); and (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and consultants of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, suppliers, customers, and referral sources (including, but not limited to, customers and referral sources of the Company on whom I called or with whom I became acquainted during my employment), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to me by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.
 - c. **Third Party Information.** My agreements in this Section 3 are intended to be for the

benefit of the Company and any third party that has entrusted information or physical material to the Company in confidence.

- d. **Notice of The Defend Trade Secrets Act (DTSA) of 2016.** The Company reserves the right pursuant to the DTSA to a private, civil right of action for trade secret misappropriation claims, if the trade secret is related to a product or service used in, or intended for use in, interstate or foreign commerce. This would pertain to use of Company Inventions and Confidential Information.
- e. **Other Rights.** This Agreement is intended to supplement, and not to supersede, any rights the Company may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

4. **Ownership of Inventions.**

- a. **Inventions Retained and Licensed.** I have attached hereto, as Exhibit A, a complete list describing with particularity all Inventions (as defined below) that, as of the Effective Date, belong solely to me or belong to me jointly with others, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Inventions at the time of signing this Agreement.
- b. **Use or Incorporation of Inventions.** If in the course of my employment, I use or incorporate into a product, process or machine any Invention not covered by Section 4(d) of this Agreement in which I have an interest, I will promptly so inform the Company. Whether or not I give such notice, I hereby irrevocably grant to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Invention and to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute such Invention under all applicable intellectual property laws without restriction of any kind.
- c. **Inventions.** I understand that "Inventions" means discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. I understand this includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. I understand that "Company Inventions" means any and all Inventions that I may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of employment, except as otherwise provided in Section 4(g) below.
- d. **Assignment of Company Inventions.** 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 throughout the world in and to any and all Company Inventions and all patent, copyright, trademark, trade secret and other intellectual property rights therein. I hereby waive and irrevocably quitclaim to the Company or its designee any and all claims, of any nature whatsoever, that I now have or may hereafter have for infringement of any and all Company Inventions. I further acknowledge that all Company Inventions that are made by me (solely or jointly with others) within the scope of and during the period of my employment are "works made for hire" (to the

greatest extent permitted by applicable law) and are compensated by my salary. Any assignment of Company Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "Moral Rights"). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

- e. **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Company Inventions made or conceived by me (solely or jointly with others) during the term of employment. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, or any other format. The records will be available to and remain the sole property of the Company at all times. I agree not to remove such records from the Company's place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business. I agree to deliver all such records (including any copies thereof) to the Company at the time of termination of my employment as provided for in Sections 5 and 6.
- f. **Patent and Copyright Rights.** I agree to assist the Company, or its designee, at its expense, in every proper way to secure the Company's, or its designee's, rights in the Company Inventions and any copyrights, patents, trademarks, mask work rights, Moral Rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company or its designee deems necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive and agree not to enforce any and all such rights, and in order to assign and convey to the Company or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Company Inventions, and any copyrights, patents, mask work rights 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 will continue during and at all times after the end of my employment and until the expiration of the last such intellectual property right to expire in any country of the world. 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 instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright, mask work and other registrations related to such Company Inventions. This power of attorney is coupled with an interest and will not be affected by my subsequent incapacity.
- g. **Exception to Assignments.** Subject to the requirements of applicable state law, if any, I understand that the Company Inventions 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, attached hereto as Exhibit B. In order to assist in the determination of which inventions qualify for such exclusion, I will advise the Company promptly in writing, during and after the term of my employment, of all Inventions solely or jointly

conceived or developed or reduced to practice by me during the period of employment.

5. Company Property; Returning Company Documents. I acknowledge and agree that I have no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, files, e-mail messages, Zoom or other video meetings, phone calls, and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored, recorded, or reviewed at any time without further notice. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. I agree that, at the time of termination of my employment, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by me pursuant to my employment or otherwise belonging to the Company, its successors or assigns.

6. Termination Certification. In the event of the termination of my employment, and upon request by the Company, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit C; however, my failure to sign and deliver the Termination Certification will in no way diminish my continuing obligations and the Company's rights under this Agreement.

7. Notice to Third Parties. I agree that during the periods of time during which I am restricted in taking certain actions by the terms of this Agreement (the "Restriction Period"), I will inform any entity or person with whom I may seek to enter into a business relationship (whether as an owner, employee, independent contractor, or otherwise) of my contractual obligations under this Agreement. I also understand and agree that the Company may, with or without prior notice to me and during or after the term of employment, notify third parties of my agreements and obligations under this Agreement. I further agree that, upon written request by the Company, I will respond to the Company in writing regarding the status of my employment or proposed employment with any party during the Restriction Period.

8. Solicitation of Employees, Consultants and Other Parties. As described above, I acknowledge and agree that the Company's Confidential Information includes information relating to the Company's employees, consultants, customers and others, and that I will not use or disclose such Confidential Information except as authorized by the Company. I further agree as follows:

- a. Employees, Consultants.** I agree that during the term of my employment, and for a period of twelve (12) months immediately following the termination of the same for any reason, whether with or without cause, I shall not, directly or indirectly, solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.
- b. Other Parties.** I agree that during the term of my employment, I will not negatively influence any of the Company's clients, licensors, licensees or customers from purchasing Company products or services or solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. In addition, I acknowledge that the Company has valuable Trade Secrets (as defined by applicable law from time to time) to which I will have access during the term of my employment. I understand that the Company intends to vigorously pursue

its rights under applicable Trade Secrets law if, during a period of twelve (12) months immediately following the termination of my employment for any reason, whether with or without cause, I solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. Thereafter, the Company intends to vigorously pursue its rights under applicable Trade Secrets law as the circumstances warrant.

9. At-Will Relationship. I understand and acknowledge that, except as may be otherwise explicitly provided in a separate written agreement between the Company and me, my employment with the Company is and shall continue to be at-will, as defined under applicable law, meaning that either I or the Company may terminate the relationship at any time for any reason or no reason, without further obligation or liability, other than as to those provisions of this Agreement that explicitly survive the termination of the relationship.

10. Representations and Covenants.

- a. Facilitation of Agreement.** I agree to execute promptly, both during and after the end of my employment, any proper oath, and to verify any proper document, required to carry out the terms of this Agreement, upon the Company's written request to do so.
 - b. No Conflicts.** I represent that my performance of all the terms of this Agreement does not and will not breach any agreement I have entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by me in confidence or in trust prior to or during my employment. I will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. I will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party. I acknowledge and agree that I have listed on Exhibit A all agreements (e.g., non-competition agreements, non-solicitation of customers agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.), if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties for the Company or any obligation I may have to the Company. I agree not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.
 - c. Voluntary Execution.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement, that I understand and have voluntarily accepted such provisions, and that I will fully and faithfully comply with such provisions.
- 11. Electronic Delivery.** Nothing herein is intended to imply a right to participate in any of the Company's equity incentive plans, however, if I do participate in such plan(s), the Company may, in its sole discretion, decide to deliver any documents related to my participation in the Company's equity incentive plan(s) by electronic means or to request my consent to participate in such plan(s) by electronic means. I hereby consent to receive such documents by electronic delivery and agree, if applicable, to participate in such plan(s) through an on-line or electronic system established and

maintained by the Company or a third party designated by the Company.

12. Miscellaneous.

- a. **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of California, without giving effect to the principles of conflict of laws.
- b. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to its subject matter and merges all prior discussions between us. No amendment to this Agreement will be effective unless in writing signed by both parties to this Agreement. The Company shall not be deemed hereby to have waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of the Company, it being understood that, even if I am an officer of the Company, I will not have authority to give any such authorizations or waivers for the Company under this Agreement without specific approval by the Board of Directors. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.
- c. **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of the Company, its successors, and its assigns.
- d. **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.
- e. **Severability.** If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected. The Company and I have attempted to limit my right to use, maintain and disclose the Company's Confidential Information, and to limit my right to solicit employees and customers only to the extent necessary to protect the Company from unfair competition. Should a court of competent jurisdiction determine that the scope of the covenants contained in Section 8 exceeds the maximum restrictiveness such court deems reasonable and enforceable, the parties intend that the court should reform, modify and enforce the provision to such narrower scope as it determines to be reasonable and enforceable under the circumstances existing at that time.
- f. **Remedies.** I acknowledge and agree that violation of this Agreement by me may cause the Company irreparable harm, and therefore I agree that the Company will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security (or, where such a bond or security is required, I agree that a \$1,000 bond will be adequate), in addition to and without

prejudice to any other rights or remedies that the Company may have for a breach of this Agreement.

- g. Advice of Counsel.** I acknowledge that, in executing this Agreement, I have had the opportunity to seek the advice of independent legal counsel, and I have read and understood all of the terms and provisions of this Agreement. This Agreement will not be construed against any part by reason of the party that drafted or prepared it.
- h. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

By electronically signing below, I acknowledge that I have read, understand, and agree to this Confidential Information and Invention Assignment Agreement, and am entering into it knowingly and voluntarily, with full knowledge of what it means.

HUMAN INTEREST INC.

A handwritten signature in black ink, appearing to read 'Klinton Miyao', with a stylized flourish at the end.

Klinton Miyao
Chief People Officer

EXHIBIT A

LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP EXCLUDED UNDER SECTION 4(A) AND CONFLICTING AGREEMENTS DISCLOSED UNDER SECTION 10(B)

The following is a list of (i) all inventions that belong solely to me or belong to me jointly with others, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company pursuant to this Agreement and (ii) all agreements, if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties for the Company or any obligation I may have to the Company:

Note: If you are unable to add information to this page because the Agreement is presented to you electronically, you may email responsive information to employeerelations@humaninterest.com and we will add it to the document for you before you sign.

Except as indicated above on this exhibit, I have no inventions, improvements or original works to disclose pursuant to Section 4(a) of this Agreement and no agreements to disclose pursuant to Section 10(b) of this Agreement.

EXHIBIT B

For Employees in California, Section 2870 of the California Labor Code states:

a. Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

1. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
2. Result from any work performed by the employee for the employer.

b. To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

For Employees in Illinois, Chapter 765, Section 1060/2 of the Illinois Compiled Statutes states:

1. A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this State and is to that extent void and unenforceable. The employee shall bear the burden of proof in establishing that his invention qualifies under this subsection.

2. An employer shall not require a provision made void and unenforceable by subsection (1) of this Section as a condition of employment or continuing employment. This Act shall not preempt existing common law applicable to any shop rights of employers with respect to employees who have not signed an employment agreement.

3. If an employment agreement entered into after January 1, 1984, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

For Employees in Kansas, Section 44-130 of the Kansas Labor and Industries Code states:

a. Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer shall not apply to an invention for which no equipment, supplies, facilities or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless:

1. The invention relates to the business of the employer or to the employer's actual or demonstrably anticipated research or development; or

2. the invention results from any work performed by the employee for the employer.

b. Any provision in an employment agreement which purports to apply to an invention which it is prohibited from applying to under subsection (a), is to that extent against the public policy of this state and is to that extent void and unenforceable. No employer shall require a provision made void and unenforceable by this section as a condition of employment or continuing employment.

For Employees in Minnesota, Section 181.78 of the Minnesota Labor, Industry Code states:

a. If an employment agreement contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer shall provide, at the time the agreement is made, a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless:

1. The invention relates directly to the business of the employer or to the employer's actual or demonstrably anticipated research or development; or
2. The invention results from any work performed by the employee for the employer.

b. Even though the employee meets the burden of proving the conditions specified in this section, the employee shall disclose, at the time of employment or thereafter, all inventions being developed by the employee, for the purpose of determining employer and employee rights in an invention.

For Employees in Washington, Section 49.44.140 of the Washington Labor Regulations states:

1. A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.

2. An employer shall not require a provision made void and unenforceable by subsection (1) of this section as a condition of employment or continuing employment.

3. If an employment agreement entered into after September 1, 1979, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work preformed [performed] by the employee for the employer.

EXHIBIT C

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to Human Interest, Inc., a Delaware corporation, its subsidiaries, affiliates, successors or assigns (collectively, the "Company").

I further certify that I have complied with all the terms of the Company's Confidential Information and Invention Assignment Agreement signed by me, including the reporting of any Inventions (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement, and I acknowledge my continuing obligations under that agreement.

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

I further agree that for twelve (12) months from the date of this Certification, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.

Further, I agree that I shall not use any Confidential Information of the Company to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

Further, I acknowledge that the Company has valuable Trade Secrets (as defined by applicable law from time to time) to which I have had access. I understand that the Company intends to vigorously pursue its rights under applicable Trade Secrets law if, during a period of twelve (12) months from the date of this Certification, I solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. Thereafter, the Company intends to vigorously pursue its rights under applicable Trade Secrets law as the circumstances warrant.

Employee Confidential Information and Inventions Assignment Agreement

In consideration of my employment or continued employment by Human Interest Inc. ("**Employer**"), and its subsidiaries, parents, affiliates, successors, and assigns (together with Employer, "**Company**"), the compensation and benefits provided to me now and during my employment with Company, and Company's agreement to provide me with access to its Confidential Information (as defined below) and/or access to Company's customers and partners and the opportunity to maintain relationships and goodwill with them, I enter into this Employee Confidential Information and Inventions Assignment Agreement with Employer (the "**Agreement**") as of the date of the last signature below.

A. During the course of my employment, I will have access to and knowledge of Company's trade secrets and Confidential Information; and

B. It is of material benefit to restrict the disclosure of Company's trade secrets and Confidential Information with a nondisclosure and non-solicitation agreement, all of which are reasonable in terms of scope, geography, and duration.

Accordingly, in consideration of the mutual promises and covenants contained herein, Employer (on behalf of itself and Company) and I agree as follows:

1. Confidential Information Protections.

1.1 Recognition of Company's Rights; Nondisclosure. My employment by Company creates a relationship of confidence and trust with respect to Confidential Information (as defined below) and Company has a protectable interest in the Confidential Information. Except to the extent permitted by Section 12.12, at all times during and after my employment, I will hold in confidence and will not disclose, use, lecture upon, or publish any Confidential Information, except as required in connection with my work for Company, or as approved by an officer of Company. I will obtain written approval by an officer of Company before I lecture on or submit for publication any material (written, oral, or otherwise) that discloses and/or incorporates any Confidential Information. I will take all reasonable precautions to prevent the disclosure of Confidential Information.

Notwithstanding the foregoing, pursuant to 18 U.S.C. § 1833(b), I will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: **(a)** is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or **(b)** is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Company information or documentation to which I have access during my employment, regardless of whether it contains Confidential Information, is the property of Company and cannot be downloaded, transmitted, or retained for my personal use or for any use that is outside the scope of my duties for Company.

1.2 Confidential Information. "**Confidential Information**" means any and all confidential knowledge or data of Company, and includes any confidential knowledge or data that Company has received, or receives in the future, from third parties that Company has agreed to treat as confidential and to use for only certain limited purposes. By way of illustration but not limitation, Confidential Information includes:

- (a)** trade secrets, inventions, ideas, processes, formulas, software in source or object code, data, technology, know-how, designs and techniques, and any other work product of any nature, and all Intellectual Property Rights (defined below) in all of the foregoing (collectively, "**Inventions**"), including all Company Inventions (defined in Section 2.1);
- (b)** information regarding research, development, new products, business and operational plans, budgets, unpublished financial statements and projections, costs, margins, discounts, credit terms, pricing,

quoting procedures, future plans and strategies, capital-raising plans, internal services, suppliers and supplier information;

- (c) information about Customers, Potential Customers, Partners, and Potential Partners of Company, including customer and partner lists, names, representatives, their needs or desires with respect to the types of products or services offered by Company, and other non-public information;
- (d) information about individuals using Company's services or applications offered by Company, including non-public and personally identifiable information regarding employer-sponsored retirement plan participants, individual retirement account customers, and individuals using other services that may be offered by Company from time-to-time;
- (e) information about Company's business partners and their services, including names, representatives, proposals, bids, contracts, and the products and services they provide;
- (f) information regarding personnel, employee lists, compensation, and employee skills; and
- (g) any other non-public information that a competitor of Company could use to Company's competitive disadvantage.

However, Company agrees that I am free to use information that I knew before my employment with Company or that is, at the time of use, generally known in the trade or industry through no breach of this Agreement by me.

1.3 Third Party Information. I understand, in addition, that Company has received and in the future will receive from third parties their confidential and/or proprietary knowledge, data or information ("**Third Party Information**") subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During my employment and thereafter, I will hold Third Party Information in confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or use, except in connection with my work for Company, Third Party Information unless expressly authorized by an officer of Company in writing.

1.4 Term of Nondisclosure Restrictions. Except to the extent permitted by Section 12.12, I will only use or disclose Confidential Information and Third Party Information as provided in this Section 1. The restrictions in this Section 1 are intended to and will continue indefinitely, even after my employment by Company ends. However, if a time limitation on my obligation not to use or disclose Confidential Information and Third Party Information is required under applicable law, and the Agreement or its restriction(s) cannot otherwise be enforced, the two-year period after the date my employment ends will be the time limitation relevant to the contested restriction; **provided, however**, that my obligation not to disclose or use trade secrets that are protected without time limitation under applicable law will continue indefinitely.

1.5 No Improper Use of Information of Prior Employers and Others. During my employment by Company, I will not improperly use or disclose confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto Company's premises, systems, or applications any unpublished documents or property belonging to a former employer or any other person to whom I have an obligation of confidentiality unless that former employer or person has consented in writing.

1.6 Restricted Access Granted. In exchange for my agreement not to disclose or use Confidential Information or Third Party Information, except as required in performing my duties for Company, for the non-solicitation covenants herein, and for the other promises provided herein, Company will grant me access to Confidential Information or Third Party Information required to fulfill the duties of my position as determined by Company. I agree that Company has no pre-existing obligation to reveal Confidential Information or Third Party Information.

2. Assignments of Inventions.

2.1 Definitions.

- (a) **“Intellectual Property Rights”** means all past, present and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: trade secrets, Copyrights, trademark and trade name rights, mask work rights, patents and industrial property, and all proprietary rights in technology or works of authorship (including, in each case, any application for any such rights, all rights to priority, and any rights to apply for any such rights, as well as all rights to pursue remedies for infringement or violation of any such rights);
- (b) **“Copyright”** means the exclusive legal right to reproduce, perform, display, distribute and make derivative works of a work of authorship (for example, a literary, musical, or artistic work) recognized by the laws of any jurisdiction in the world;
- (c) **“Moral Rights”** means all paternity, integrity, disclosure, withdrawal, special and similar rights recognized by the laws of any jurisdiction in the world; and
- (d) **“Company Inventions”** means any and all Inventions (and all Intellectual Property Rights related to Inventions) that are made, conceived, developed, prepared, produced, authored, edited, amended, reduced to practice, or learned or set out in any tangible medium of expression or otherwise created, in whole or in part, by me, either alone or with others, during my employment by Company, and all printed, physical, and electronic copies, and other tangible embodiments of Inventions.

2.2 Non-Assignable Inventions. I recognize that this Agreement will not be deemed to require assignment of any Invention that I develop entirely on my own time without using Company’s equipment, supplies, facilities or trade secrets, or Confidential Information, except for Inventions that either: (a) relate to Company’s actual or anticipated business, research or development, or (b) result from or are connected with any work performed by me for Company.

In addition, this Agreement does not apply to any Invention that qualifies fully for protection from assignment to Employer under any specifically applicable state or district law, regulation, rule or public policy, including but not limited to as more specifically described in **Exhibit A** for employees working in certain jurisdictions (collectively, **“Nonassignable Inventions”**).

2.3 Prior Inventions.

- (a) On the signature page to this Agreement is a list describing any Inventions that (i) are owned by me or in which I have an interest and that were made or acquired by me before my date of first employment by Company, (ii) may relate to Company’s business or actual or demonstrably anticipated research or development, and (iii) are not to be assigned to Company (**“Prior Inventions”**). If no such list is attached, I agree, represent and warrant that no Inventions that would be classified as Prior Inventions exist as of the date of this Agreement.
- (b) If I use any Prior Inventions and/or Nonassignable Inventions in the scope of my employment, or if I include any Prior Inventions and/or Nonassignable Inventions in any product or service of Company, or if my rights in any Prior Inventions and/or any Nonassignable Inventions may block or interfere with, or may otherwise be required for, the exercise by Company of any rights assigned to Company under this Agreement (each, a **“License Event”**), (i) I will immediately notify Company in writing, and (ii) unless Company and I agree otherwise in writing, I hereby grant to Company a non-exclusive, perpetual, transferable, fully-paid, royalty-free, irrevocable, worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium (whether now known or later developed), make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Prior Inventions and/or Nonassignable Inventions. To the extent that any third parties have any rights

in or to any Prior Inventions or any Nonassignable Inventions, I represent and warrant that such third party or parties have validly and irrevocably granted to me the right to grant the license stated above. For purposes of this Section 2.3(b), “**Prior Inventions**” includes any Inventions that would be classified as Prior Inventions, whether or not they are listed on the signature page to this Agreement.

2.4 Assignment of Company Inventions. I hereby assign to Employer all my right, title, and interest in and to any and all Company Inventions other than Nonassignable Inventions and agree that such assignment includes an assignment of all Moral Rights. To the extent such Moral Rights cannot be assigned to Employer and to the extent the following is allowed by the laws in any country where Moral Rights exist, I hereby unconditionally and irrevocably waive the enforcement of such Moral Rights, and all claims and causes of action of any kind against Employer or related to Employer’s customers, with respect to such rights. Neither my successors-in-interest nor legal heirs retain any Moral Rights in any Company Inventions. Nothing contained in this Agreement may be construed to reduce or limit Company’s rights, title, or interest in any Company Inventions so as to be less in any respect than that Company would have had in the absence of this Agreement.

2.5 Obligation to Keep Company Informed. During my employment by Company, I will promptly and fully disclose to Company in writing all Inventions that I author, conceive, or reduce to practice, either alone or jointly with others. At the time of each disclosure, I will advise Company in writing of any Inventions that I believe constitute Nonassignable Inventions and I will at that time provide to Company in writing all evidence necessary to substantiate my belief. Subject to Section 2.3(b), Company agrees to keep in confidence, not use for any purpose, and not disclose to third parties without my consent or as required by law, any confidential information relating to Nonassignable Inventions that I disclose in writing to Company.

2.6 Government or Third Party. I agree that, as directed by Company, I will assign to a third party, including the United States, all my right, title, and interest in and to any particular Company Invention.

2.7 Ownership of Work Product. I acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of my employment and that are protectable by Copyright are “works made for hire,” pursuant to United States Copyright Act (17 U.S.C. Section 101).

2.8 Enforcement of Intellectual Property Rights and Assistance. I will assist Company, in every way Company requests, including signing, verifying and delivering any documents and performing any other acts, to obtain and enforce United States and foreign Intellectual Property Rights and Moral Rights relating to Company Inventions in any jurisdictions in the world. My obligation to assist Company with respect to Intellectual Property Rights relating to Company Inventions will continue beyond the termination of my employment, but Company will compensate me at a reasonable rate after such termination for the time I actually spend on such assistance. If Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in this paragraph, I hereby irrevocably designate and appoint Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by me. I hereby waive and quitclaim to Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Intellectual Property Rights assigned to Employer under this Agreement.

2.9 Incorporation of Software Code. I will not incorporate into any Inventions, including any Company software, or otherwise deliver to Company, any software code licensed under the GNU General Public License, Lesser General Public License, or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Company, **except** in strict compliance with Company’s policies regarding the use of such software or as specifically directed by Company.

3. Records. I will keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that is required by Company) of all Confidential Information developed by me and all Company Inventions made by me during the period of my employment at Company, which records will be available to and remain the sole property of Employer at all times.

4. Duty of Loyalty During Employment. To the extent applicable to me or modified for me as described in **Exhibit B** based on the jurisdiction in which I work, during my employment by Company, I will not, without Company's written consent, directly or indirectly engage in any employment or business activity that is directly or indirectly competitive with, or would otherwise conflict with, my employment by Company.

5. Solicitation Restrictions. To the extent applicable to me or modified for me as described in **Exhibit C** based on the jurisdiction in which I work, and subject to future modification by Section 9.3, during the Restricted Period, I will not, as an officer, director, employee, consultant, owner, partner, or in any other capacity, either directly or through others, except on behalf of Company:

5.1 solicit, induce, encourage, or participate in soliciting, inducing or encouraging any person then employed by Company or who has left the employment of Company within the preceding six months, or any person or entity engaged by Company as a consultant or independent contractor or who/which has ceased a service relationship with Company within the preceding six months, to terminate such person's or entity's relationship with Company, even if I did not initiate the discussion or seek out the contact;

5.2 solicit, induce, encourage, or participate in soliciting, inducing, or encouraging any person then employed by Company or who has left the employment of Company within the preceding six months, or any person or entity engaged by Company as a consultant or independent contractor or who/which has ceased a service relationship with Company within the preceding six months, to terminate such person's or entity's relationship with Company to render services to me or any other person or entity that researches, develops, markets, sells, performs or provides or is preparing to develop, market, sell, perform or provide Conflicting Services (as defined below);

5.3 hire or attempt to hire any person who is an employee, consultant, or independent contractor of Company, even if I did not initiate the discussion or seek out the contact;

5.4 hire, employ, or engage any person then employed by Company or who has left the employment of Company within the preceding six months in a business venture as partners or owners or other joint capacity, or attempt to hire, employ, or engage any person then employed by Company or who has left the employment of Company within the preceding six months in a business venture as partners or owners or other joint capacity;

5.5 solicit, induce, encourage or attempt to solicit, induce, or encourage, any joint venture, supplier, vendor or contractor who conducted business with Company at any time during the two-year period before the termination of my employment with Company, to terminate or adversely modify any business relationship with Company or not to proceed with, or enter into, any business relationship with Company, nor will I otherwise interfere with any business relationship between Company and any such joint venture, supplier, vendor or contractor;

5.6 perform, provide or attempt to perform or provide any Conflicting Services for a Partner or Potential Partner (except as prohibited by law);

5.7 solicit, induce, encourage, or participate in an attempt to induce:

(a) any Customer or Potential Customer to terminate, diminish, or materially alter in a manner harmful to Company its relationship with Company;

(b) any Partner or Potential Partner to terminate, diminish, or materially alter in a manner harmful to Company its relationship with Company; or

5.8 solicit or assist in the solicitation of any Customer or Potential Customer to induce or attempt to induce such Customer or Potential Customer to purchase or contract for any Conflicting Services.

For purposes of this Agreement:

- (a) **"Restricted Period"** means the period of my employment and for the one-year period after the date my employment ends for any reason, including voluntary termination by me or involuntary termination by Company;
- (a) a **"Customer"** is any person or entity who or which used Company's services at any time during the two-year period preceding the termination of my employment with Company;
- (b) a **"Potential Customer"** is any person or entity who or which inquired of or was referred to Company's services at any time during the two-year period preceding the termination of my employment with Company, but did not use the services as a Customer;
- (c) a **"Partner"** is any person or entity who or which referred other persons or entities to do business with Company during the two-year period preceding the termination of my employment with Company;
- (d) a **"Potential Partner"** is any person or entity who or which inquired of or communicated with Company regarding entering into a partnership to refer other persons or entities to do business with Company during the two-year period preceding the termination of my employment with Company; and,
- (e) **"Conflicting Services"** means any product, service, or process or the research and development thereof, of any person or organization other than Company that competes with a product, service, or process, including the research and development thereof, of Company with which I worked directly or indirectly during my employment by Company or about which I acquired Confidential Information during my employment by Company.

6. Reasonableness of Restrictions. I have read this entire Agreement and understand it. I acknowledge that (a) I have the right to consult with counsel before signing this Agreement, (b) I will derive significant value from Company's agreement to provide me with Company Confidential Information to enable me to optimize the performance of my duties to Company, and (c) my fulfillment of the obligations contained in this Agreement, including my obligation neither to disclose nor to use Company Confidential Information other than for Company's exclusive benefit and my obligations not to solicit are necessary to protect Company Confidential Information and, consequently, to preserve the value and goodwill of Company. I agree that this Agreement does not prevent me from earning a living or pursuing my career and that the restrictions contained in this Agreement are reasonable, proper, and necessitated by Company's legitimate business interests. I represent and agree that I am entering into this Agreement freely, with knowledge of its contents and the intent to be bound by its terms. If this Agreement, or any of its restrictions, are determined by an arbitrator to be ambiguous, unenforceable, or invalid, Company and I agree that the arbitrator must read the Agreement as a whole and interpret such restriction(s) to be enforceable and valid to the maximum extent allowed by law. If the arbitrator declines to enforce this Agreement in the manner provided in this Section 6 and/or Section 12.2, Company and I agree that this Agreement will be automatically modified to provide Company with the maximum protection of its business interests allowed by law, and I agree to be bound by this Agreement as modified.

7. No Conflicting Agreement or Obligation. I represent that my performance of all the terms of this Agreement and as an employee of Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust before my employment by Company. I have not entered into, and I agree I will not enter into, any written or oral agreement in conflict with this Agreement.

8. Return of Company Property. When I cease to be employed by Company or upon Company's earlier request, I will deliver to Company any and all materials, together with all copies thereof, containing or disclosing any Company Inventions, or Confidential Information. I will not copy, delete, or alter any information contained upon my Company computer or Company equipment before I return it to Company. In addition, if I have used any personal computer, server, or e-mail system to receive, store, review, prepare or transmit any Company information, including Confidential Information, I will provide Company with (a) a computer-useable copy of all such information and then permanently delete such information from those systems, and (b) access to my system as reasonably requested to verify that the necessary copying and/or deletion is completed. Any property situated on Company's premises and owned by Company, including disks and other storage media, filing cabinets or other work areas, is subject to

inspection by Company's personnel at any time during my employment, with or without notice. Before leaving my employment with Company, I will (i) provide Company any and all information needed to access any Company property or information returned or required to be returned pursuant to this paragraph, including any login, password, and account information, (ii) cooperate with Company in attending an exit interview, and (iii) complete and sign Company's termination statement if required to do so by Company.

9. Legal and Equitable Remedies.

9.1 It may be impossible to assess the damages caused by my violation of this Agreement or any of its terms. Accordingly, in addition to any remedies available under applicable law and/or as set forth in any equity agreements between me and Company (including option grant notices), any threatened or actual violation of this Agreement or any of its terms will constitute immediate and irreparable injury to Company, and Company will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that Company may have for a breach or threatened breach of this Agreement.

9.2 Except as prohibited by law or any agreement between Company and me regarding payment of fees charged by an arbitral body, if Company is successful in whole or in part in any legal or equitable action under this Agreement (including an arbitrator partially or fully granting any application, motion, or petition by Company for injunctive relief, including a temporary restraining order, preliminary injunction, or permanent injunction), whether against or commenced by me, Company will be entitled to recover from me all costs, fees, or expenses it incurred at any time during the course of the dispute, including reasonable attorney's fees. A final resolution of such dispute or a final judgment is not a prerequisite to Company's right to demand payment hereunder and such amounts must be paid by me to Company within 30 days after I receive written notice of such demand. If Company demands only a portion of such costs, fees, or expenses incurred, such demand will be without prejudice to further demands for (a) the remainder of any outstanding costs, fees, or expenses incurred, or (b) costs, fees, or expenses incurred after the prior demand.

9.3 If Company enforces this Agreement, the restrictions of Section 5 will remain in effect for a period of twelve months from the effective date of the order enforcing the Agreement.

10. Notices. Any notices required or permitted under this Agreement may be sent by certified or registered mail, courier, express mail, or email delivery. Notices will be given to Company at its headquarters location at the time notice is given, labeled "Attention: Legal Department," with a copy sent to legal@humaninterest.com, and to me at my address as listed on Company payroll, or at such other address as Company or I may designate by written notice to the other. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, notice will be considered to have been given five business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt. If delivered by email, notice will be considered to have been given upon either receipt of: (i) an acknowledgment of receipt by the recipient of the email, or (ii) electronic confirmation that said email has been opened by the recipient.

11. Publication of This Agreement to Subsequent Employer or Business Associates of Employee. If I am offered employment, or the opportunity to enter into any business venture as owner, partner, consultant or other capacity, while the restrictions in Section 5 are in effect, I will inform my potential employer, partner, co-owner and/or others involved in managing the business I have an opportunity to be associated with, of my obligations under this Agreement and to provide such person or persons with a copy of this Agreement. I will inform Company of all employment and business ventures which I enter into while the restrictions described in Section 5 are in effect and I authorize Company to provide copies of this Agreement to my employer, partner, co-owner and/or others involved in managing the business I have an opportunity to be associated with and to make such persons aware of my obligations under this Agreement.

12. General Provisions.

12.1 Governing Law; Consent to Personal Jurisdiction; Notice of Change to Work Location or Residence. This Agreement will be governed by and construed according to the laws of the state or district in which I primarily work for Company without regard to any conflict of laws principles that would require the application of the laws of a different jurisdiction. I expressly consent to the personal jurisdiction and venue in the state or district in which I primarily work for Company and the state or district in which Company's headquarters is located for any dispute filed there against me by Company arising from or related to this Agreement (although I understand Company will not file a dispute in the state or district in which Company's headquarters is located if prohibited by applicable law). I will not change the state or district where I am primarily working for the Company or reside, without providing prior written notice to the Company of such change (other than in the case of any such change requested or required of me by the Company). During the one-year period after the date my employment ends for any reason, I will provide written notice to the Company of any changes to the state or district in which I work or reside.

12.2 Severability. In case any one or more of the provisions, subsections, or sentences contained in this Agreement will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement. If moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

12.3 Successors and Assigns. This Agreement is for my benefit and the benefit of Company, its successors, assigns, parent corporations, subsidiaries, affiliates, and purchasers, and will be binding upon my heirs, executors, administrators and other legal representatives. Notwithstanding anything to the contrary herein, Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise. For avoidance of doubt, Company's successors and assigns are authorized to enforce Company's rights under this Agreement.

12.4 Survival. This Agreement will survive the termination of my employment, regardless of the reason, and the assignment of this Agreement by Company to any successor in interest or other assignee.

12.5 Employment At-Will. I understand and agree that nothing in this Agreement will change my at-will employment status or confer any right with respect to continuation of employment by Company, nor will it interfere in any way with my right or Company's right to terminate my employment at any time, with or without cause or advance notice, except as prohibited by law.

12.6 Waiver. No waiver by Company of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Company of any right under this Agreement will be construed as a waiver of any other right. Company will not be required to give notice to enforce strict adherence to all terms of this Agreement.

12.7 Export. I will not export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company or any products utilizing such data, in violation of the United States export laws or regulations.

12.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

12.9 Advice of Counsel. I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE RIGHT TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND

UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION OF THIS AGREEMENT.

12.10 Entire Agreement. The obligations in Sections 1 and 2 (except Section 2.2 and Section 2.7, with respect to a consulting relationship) will apply to any time during which I was previously engaged, or am in the future engaged, by Company as a consultant, employee or other service provider if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement, together with the Exhibits herein and any executed written offer letter between me and Company, is the final, complete and exclusive agreement between me and Company with respect to the subject matter of this Agreement and supersedes and merges all prior discussions between us, whether written or oral; **provided, however**, if, before execution of this Agreement, Company and I were parties to any agreement regarding the subject matter hereof, that agreement will be superseded by this Agreement prospectively only. Notwithstanding anything herein to the contrary, this Agreement does not supersede the Mutual Arbitration Agreement between me and the Company. No modification of or amendment to this Agreement will be effective unless in writing and 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.

12.11 Interpretation. For purposes of this Agreement, whenever the context requires the singular number includes the plural, and vice versa; the masculine gender includes the feminine and neuter genders; the feminine gender includes the masculine and neuter genders; and the neuter gender includes the masculine and feminine genders; and any references to sections (unless otherwise specified otherwise) refer to sections of this Agreement. The parties to this Agreement agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation."

12.12 Protected Activity Not Prohibited. I understand that nothing in this Agreement or otherwise limits or prohibits me from filing a charge or complaint with, or otherwise communicating or cooperating with or participating in any investigation or proceeding that may be conducted by law enforcement or any federal, state or local government agency, entity, or commission that enforces anti-discrimination laws, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board, including disclosing documents or other information as permitted by law, without giving notice to, or receiving authorization from, Company; otherwise discussing the terms and conditions of my employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act; or to the extent that such disclosure is protected under the applicable provisions of law or regulation, including but not limited to "whistleblower" statutes or other similar provisions that protect such disclosure, provided that **(a)** in each case such communications and disclosures are consistent with applicable law and **(b)** the information subject to such disclosure was not obtained by me through a communication that was subject to the attorney-client privilege or otherwise constitutes attorney work product, unless such disclosure of that information would otherwise be permitted by an attorney pursuant to 17 C.F.R. 205.3(d)(2), applicable state attorney conduct rules, or otherwise. I also understand that nothing in this Agreement prohibits me from discussing or disclosing information (either orally or in writing) that is expressly prohibited from being the subject of employee nondisclosure obligations under applicable law, such as information about possible or actual unlawful acts in the workplace, including harassment or any other conduct or violation of any U.S. federal, state or local law, regulation, or public policy, or from speaking with an attorney regarding the same. Any agreement in conflict with the foregoing is hereby deemed amended to be consistent with the foregoing Section 12.12.

By signing below, I acknowledge that I have read, understand, and agree to this Agreement, and am entering into it knowingly and voluntarily, with full knowledge of what it means.

EMPLOYEE:



(Signature)

Klinton Miyao

(Name)

Chief People Officer

(Title)

Signed by:

Brian Sterri

C777012CCB464B3...

(Signature)

Brian Sterri

(Name)

2/5/2025

(Date Signed)

PRIOR INVENTIONS¹

1. Prior Inventions Disclosure. Except as listed in Section 2 below, the following is a complete list of all Prior Inventions:

BS

_____ No Prior Inventions.

_____ See below:

☐ Additional sheets attached.

¹ If you are unable to list an invention in the electronic version of this document, please notify Human Resources so the information can be added prior to signing.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to the Prior Inventions generally listed below, the intellectual property rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Excluded Invention	Party(ies)	Relationship
1.			
2.			
3.			

☐ Additional sheets attached.

EXHIBIT A

JURISDICTION-SPECIFIC IP ASSIGNMENT NOTIFICATIONS (AS APPLICABLE)

For California Employees Only

THIS IS TO NOTIFY you in accordance with Cal. Lab. Code § 2870, this Agreement between you and Employer does not apply to an invention that you developed entirely on your own time without using Employer's equipment, supplies, facilities, or trade secret information, except for those inventions that either:

- (1) Relate at the time of conception or use to Employer's business, or actual or demonstrably anticipated research or development; or
- (2) Result from any work you perform for Employer.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is void and unenforceable.

For Delaware Employees Only

THIS IS TO NOTIFY you in accordance with Del. Code Ann., Title 19, § 805 that the Agreement between you and Employer does not require you to assign or offer to assign to Employer any of your rights in an invention that you develop entirely on your own time without using Employer's equipment, supplies, facilities or trade secret information, except for those inventions that either:

- (1) Relate to Employer's business, or actual or demonstrably anticipated research or development; or
- (2) Result from any work performed by you for Employer.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is void and unenforceable.

For Illinois Employees Only

THIS IS TO NOTIFY you in accordance with Chapter 765 Section 1060/2 of the Illinois Compiled Statutes that the foregoing Agreement between you and Employer does not require you to assign or offer to assign to Employer any invention that you developed entirely on your own time without using Employer's equipment, supplies, facilities or trade secret information except for those inventions that either:

- (1) Relate to Employer's business, or actual or demonstrably anticipated research or development of Employer; or
- (2) Result from any work performed by you for Employer.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is void and unenforceable.

For Kansas Employees Only

THIS IS TO NOTIFY you in accordance with K.S.A. § 44-130(a), this Agreement between you and Employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of Employer was used and that you developed entirely on your own time, unless the invention either:

- (1) Relates to Employer's business, or actual or demonstrably anticipated research or development; or
- (2) Results from any work you perform for Employer.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is void and unenforceable.

For Minnesota Employees Only

THIS IS TO NOTIFY you in accordance with Section 181.78 of the Minnesota Statutes that the foregoing Agreement between you and Employer will not apply to an invention for which no equipment, supplies, facility or trade secret information of Employer was used and which was developed entirely on your own time, and:

- (1) Does not relate (a) directly to the business of Employer or (b) to Employer's actual or demonstrably anticipated research or development, or
- (2) Does not result from any work performed by you for Employer.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is void and unenforceable.

For Nevada Employees Only

THIS IS TO NOTIFY you in accordance with NRS § 600.500, unless there is an express written agreement to the contrary, Employer is the sole owner of any "patentable invention or trade secret" developed by you during the course and scope of your employment that relates directly to work performed during the course and scope of employment.

For New Jersey Employees Only

THIS IS TO NOTIFY you in accordance with Section 34:1B-265 of the New Jersey Statutes that the foregoing Agreement between you and Employer will not apply to an invention that you developed entirely on your own time without using Employer equipment, supplies, facilities, or trade secret information, except for those inventions that either:

- (1) Relate to Employer's business, or actual or demonstrably anticipated research or development; or
- (2) Result from any work performed by you on behalf of Employer.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is void and unenforceable.

For New York Employees Only

THIS IS TO NOTIFY you in accordance with N.Y. Lab. Law § 203-f, this Agreement between you and Employer does not apply to an invention that you developed entirely on your own time without using Employer's equipment, supplies, facilities, or trade secret information, except for those inventions that either:

- (1) Relate at the time of conception or use to Employer's business, or actual or demonstrably anticipated research or development; or
- (2) Result from any work you perform for Employer.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is void and unenforceable.

For North Carolina Employees Only

THIS IS TO NOTIFY you in accordance with North Carolina General Statute §§ 66.57.1 and 66.57.2 that the foregoing Agreement between you and Employer does not require you to assign or offer to assign to Employer any invention that you developed entirely on your own time without using Employer's equipment, supplies, facilities or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to Employer's business, or actual or demonstrably anticipated research or development of Employer; or

(2) Result from any work performed by you for Employer.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is void and unenforceable. You will have the burden of establishing that any invention is excluded from assignment to Employer by the preceding paragraph.

This limited exclusion does not apply to any patent or invention covered by a contract between Employer and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

For Utah Employees Only

THIS IS TO NOTIFY you in accordance with Utah Code §§ 34-39-1 to 34-39-3 that the foregoing Agreement between you and Company will not apply to an invention that is both (i) created by you on your own time, and (ii) not an “employment invention.”

An “employment invention” means an invention or any part that is:

- Conceived, developed, or reduced to practice or created by you:
 - within the scope of your employment;
 - on Employer’s time; or
 - with the aid, assistance, or use of any of Employer’s property, equipment, facilities, supplies, resources, or intellectual property.
- The result of any work, services, or duties performed by you for Employer.
- Related to Employer’s industry or trade.
- Related to Employer’s current or demonstrably anticipated business, research, or development .

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is void and unenforceable.

For Washington Employees Only

THIS IS TO NOTIFY you in accordance with Section 49.44.140 of the Revised Code of Washington that the foregoing Agreement between you and Employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of Employer was used, and which was developed entirely on your own time, unless:

(1) The invention relates (a) directly to the business of Employer, or (b) to Employer’s actual or demonstrably anticipated research or development; or

(2) The invention results from any work performed by you for Employer.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is void and unenforceable.

EXHIBIT B**JURISDICTION-SPECIFIC MODIFICATIONS TO SECTION 4****(AS APPLICABLE)****For District of Columbia Employees Only**

Section 4 of this Agreement will be replaced in its entirety with the following:

During my employment by Company, I will not, without Company's written consent, directly or indirectly engage in any outside employment or business activity that Company reasonably believes will: (i) result in my disclosure or use of Company's Confidential Information; (ii) conflict with Company's, industry's or my profession's rules regarding conflicts of interest; (iii) constitute a conflict of commitment (if I am employed by a higher education institution); or (iv) impair Company's ability to comply with any District or federal laws or regulations, contract, or grant agreement.

EXHIBIT C

JURISDICTION-SPECIFIC NON-SOLICITATION MODIFICATIONS TO SECTION 5

(AS APPLICABLE)

For Alabama Employees Only

I acknowledge that I agree to this Section 5 in order to protect Company's protectable business interests pursuant to Ala. Code §§ 8-1-190 to 8-1-197. In accordance with Ala. Code § 8-1-190(b)(1), any covenant in Section 5 of the Agreement limiting my ability to hire or employ the agent or employees of the Company shall only prohibit my from hiring or employing agents and employees who hold a position uniquely essential to the management, organization, or service of the business. I acknowledge that during my employment I will have access to and knowledge of Confidential Information and such Confidential Information contains trade secrets pursuant to Ala. Code § 8-27-2.

For Arizona Employees Only

I acknowledge that Section 5 of this Agreement will be replaced in its entirety with the following:

5. I agree that during the period of my employment and for the one-year period after the date my employment ends for any reason, including but not limited to voluntary termination by me or involuntary termination by Company, I will not, as an officer, director, employee, consultant, owner, partner, or in any other capacity, either directly or through others, except on behalf of Company:

- 5.1 solicit, induce, encourage, or participate in soliciting, inducing or encouraging any person known to me to be an employee, consultant, or independent contractor of Company to terminate his or her relationship with Company, even if I did not initiate the discussion or seek out the contact;
- 5.2 solicit, induce, encourage, or participate in soliciting, inducing, or encouraging any person known to me to be an employee, consultant, or independent contractor of Company to terminate his or her relationship with Company to render services to me or any other person or entity that researches, develops, markets, sells, performs or provides or is preparing to develop, market, sell, perform or provide Conflicting Services (as defined below);
- 5.3 hire, employ, or engage in a business venture with as partners or owners or other joint capacity, or attempt to hire, employ, or engage in a business venture as partners or owners or other joint capacity, with any person then employed by Company or who has left the employment of Company within the preceding three (3) months to research, develop, market, sell, perform or provide Conflicting Services;
- 5.4 solicit, induce or attempt to induce:
 - (a) any Customer (as defined below), to terminate, diminish, or materially alter in a manner harmful to Company its relationship with Company;
 - (b) any Referral Source (as defined below) to terminate, diminish, or materially alter in a manner harmful to Company its relationship with Company;
- 5.5 solicit or assist in the solicitation of any Customer to induce or attempt to induce such Customer to purchase or contract for any Conflicting Services; or
- 5.6 perform, provide or attempt to perform or provide any Conflicting Services for a Customer.

For purposes of this Agreement:

- (a) a "**Customer**" is any person or entity who or which, (i) at any time during the one-year period prior to my contact with such person or entity as described in Sections 5.4-5.6 above if such contact occurs during my employment or (ii) if such contact occurs following the termination of my employment, during the one-year period

prior to the date my employment with Company ends, contracted for, was billed for, or received from Company any product, service or process with which I worked directly or indirectly during my employment by Company or about which I acquired Confidential Information.

(b) a “**Partner**” is any person or entity who or which, at any time during the one-year period prior to my contact with such person or entity as described in Sections 5.4-5.6 above if such contact occurs during my employment or, if such contact occurs following the termination of my employment, during the one-year period prior to the date my employment with Company ends, referred other persons or entities to do business with Company and/or and with which I worked directly or indirectly during my employment by Company or about which I acquired Confidential Information.

(c) “**Conflicting Services**” means any product, service or process or the research and development thereof, of any person or organization other than the Company that directly competes with a product, service or process, including the research and development thereof, of Company with which I worked directly or indirectly during my employment by Company or about which I acquired Confidential Information during my employment by Company.

If the duration of this Section 5 is found by an arbitrator to be unenforceable, then the duration shall be during the period of my employment and for the nine- month period after the date my employment ends for any reason.

For Arkansas Employees Only

I acknowledge that I agree to this Section 5 in order to protect Company’s legitimate business interests pursuant to Section 4-75-101 of the Arkansas Code.

For California Employees Only

I acknowledge that the restrictions contained in Section 5.1 of this Agreement shall apply only with respect to persons then employed by Company, or any person or entity engaged by Company as a consultant or independent contractor.

I acknowledge that the remainder of Section 5 (i.e., all sections except for Section 5.1, as described above) will not apply to me.

For Colorado Employees Only

I acknowledge and agree that it is the intention of the parties to fully comply with Colorado law, including but not limited to the Restrictive Employment Agreement Act that modified Colo. Rev. Stat. § 8-2-113 and regulates certain restrictive covenants. I acknowledge that this Agreement does not include any covenant not to compete and does not prevent me from engaging in any lawful occupation at any place I see fit. I further acknowledge and agree that the confidentiality requirements in the Agreement are reasonable, relevant to the Company’s business, and do not prohibit the disclosure of information that arises from my general training, knowledge, skill, or experience, whether gained on the job or otherwise; information that is readily ascertainable to the public; or information that a worker otherwise has a right to disclose as legally protected conduct. To the extent any provisions in Section 5 contain any covenant not to solicit customers, as set forth in Colo. Rev. Stat. § 8-2-113, I acknowledge and agree that those provisions will not apply to me.

For Florida Employees Only

I acknowledge that I agree to this Section 5 in order to protect Company’s legitimate business interests pursuant to Fla. Stat. Section 542.335.

For Georgia Employees Only

I acknowledge that, for purposes of Section 5 of the Agreement, references to “**Potential Customer**” and “**Potential Partner**” will not apply to me.

I further acknowledge and agree that for the one-year period after the date my employment ends for any reason, Section 5 shall only apply to areas within the Restricted Territory, defined as (a) all counties in the state or district in which I primarily perform services for Company; (b) all other states or districts of the United States of America in which Company provided goods or services, had customers, or otherwise conducted business at any time during the two-year period before the date of the termination of my relationship with Company; and (c) any other countries in which Company provided goods or services, had customers, or otherwise conducted business at any time during the two-year period before the date of the termination of my relationship with Company.

For Hawaii Employees Only

I acknowledge that Section 5 of this Agreement will not apply to me if I am employed by a “technology business” as defined by Haw. Rev. Stat. 480-4.

For Illinois Employees Only

I acknowledge and understand that Section 5 of the Agreement shall apply to me only if my actual or expected annualized rate of earnings exceeds the applicable earnings threshold under the Illinois Freedom to Work Act (820 ILCS 90/10). I understand that I have at least 14 calendar days to review the Agreement.

I acknowledge that, for purposes of the Agreement, references to “**Customer**,” “**Potential Customer**,” “**Partner**,” and “**Potential Partner**” and shall include persons or entities who or which, at any time during the one-year period prior to my contact with such person or entity as described in Section 5 if such contact occurs during my employment or, if such contact occurs following the termination of my employment, during the one-year period prior to the date my employment with Company ends: (i) contracted for, was billed for, or received from Company any product, service or process with which I worked directly or indirectly during my employment by Company or about which I acquired Confidential Information; or (ii) was in contact with me or in contact with any other employee, owner, or agent of Company, of which contact I was or should have been aware, concerning the sale or purchase of, or contract for, any product, service or process with which I worked directly or indirectly during my employment with Company or about which I acquired Confidential Information; or (iii) was solicited by Company in an effort in which I was involved or of which I was aware.

For Indiana Employees Only

I acknowledge that, for purposes of Section 5 of the Agreement, references to “**Potential Customer**” and “**Potential Partner**” will not apply to me.

For Louisiana Employees Only

I acknowledge that I agree to this Section 5 in order to protect Company’s legitimate business interests pursuant to La. R.S. 23:921.

I acknowledge that for purposes of Section 5 of the Agreement, references to “**Potential Customer**” and “**Potential Partner**” will not apply to me. In addition, Section 5 of the Agreement will only apply to areas within the Ascension, East Baton Rouge, East Feliciana, Iberville Jefferson, Livingston, Orleans, Plaquemines, Pointe Coupee, St. Bernard, St. Tammany, St. Charles, St. Helena, St. John the Baptist, St. James, West Baton Rouge, and West Feliciana parishes of Louisiana, which I acknowledge and agree are the parishes where I conduct business for Company in Louisiana.

For Minnesota Employees Only

I acknowledge that, for purposes of Section 5 of the Agreement, references to “**Potential Customer**” and “**Potential Partner**” will not apply to me.

For Missouri Employees Only

I acknowledge that, for purposes of Section 5 of the Agreement, references to “**Potential Customer**” and “**Potential Partner**” will not apply to me. I further acknowledge that Section 5 of the Agreement will not apply to me if I am an employee who provides only secretarial or clerical services.

For Nebraska Employees Only

I acknowledge that, for purposes of Section 5 of the Agreement, references to “**Potential Customer**” and “**Potential Partner**” will not apply to me and that the references to “**Customer**” and “**Partner**” will only apply to persons and/or entities with whom I had personal contact and did business with during the 12 months prior to the end of my employment.

For Nevada Employees Only

I acknowledge that nothing contained in Section 5 of this Agreement is intended to prohibit me from providing otherwise lawful services pursuant to N.R.S. § 613.195.

For New Hampshire Employees Only

I acknowledge that, for purposes of Section 5 of the Agreement, references to “**Potential Customer**” and “**Potential Partner**” will not apply to me.

For North Dakota Employees Only

I acknowledge that Section 5 of the Agreement will not apply to me.

For South Dakota Employees Only

I acknowledge that, for purposes of Section 5 of the Agreement, references to “**Potential Customer**” and “**Potential Partner**” will not apply to me.

For Oklahoma Employees Only

I acknowledge that, for purposes of Section 5 of the Agreement, references to “**Potential Customer**” and “**Potential Partner**” will not apply to me.

For Oregon Employees Only

I acknowledge that, for purposes of Section 5 of the Agreement, references to “**Potential Customer**” and “**Potential Partner**” will not apply to me.

For Tennessee Employees Only

I acknowledge that, for purposes of Section 5 of the Agreement, references to “**Potential Customer**” and “**Potential Partner**” will not apply to me.

For Virginia Employees Only

I acknowledge that Section 5 of this Agreement will be replaced in its entirety with the following:

5. I agree that during the period of my employment and for the one-year period after the date my employment ends for any reason, including but not limited to voluntary termination by me or involuntary termination by Company, I will not, as an officer, director, employee, consultant, owner, partner, or in any other capacity, either directly or through others, except on behalf of Company:

- 5.1 solicit, induce, encourage, or participate in soliciting, inducing or encouraging any person known to me to be an employee, consultant, or independent contractor of Company to terminate his or her relationship with Company, even if I did not initiate the discussion or seek out the contact;

- 5.2 solicit, induce, encourage, or participate in soliciting, inducing, or encouraging any person known to me to be an employee, consultant, or independent contractor of Company to terminate his or her relationship with Company to render services to me or any other person or entity that researches, develops, markets, sells, performs or provides or is preparing to develop, market, sell, perform or provide Conflicting Services (as defined below);
- 5.3 hire, employ, or engage in a business venture with as partners or owners or other joint capacity, or attempt to hire, employ, or engage in a business venture as partners or owners or other joint capacity, with any person then employed by Company or who has left the employment of Company within the preceding three months to research, develop, market, sell, perform or provide Conflicting Services;
- 5.4 solicit, induce or attempt to induce any Customer, Potential Customer, Partner, or Potential Partner, to terminate, diminish, or materially alter in a manner harmful to Company its relationship with Company;
- 5.5 solicit or assist in the solicitation of any Customer or Potential Customer to induce or attempt to induce such Customer or Potential Customer to purchase or contract for any Conflicting Services; or
- 5.6 perform, provide or attempt to perform or provide any Conflicting Services for a Customer or Potential Customer.

The parties agree that for purposes of this Agreement, a “**Customer, Potential Customer, Partner, or Potential Partner**” is any person or entity who or which, at any time during the one-year period before my contact with such person or entity as described in Sections 5.4-5.6 above if such contact occurs during my employment or, if such contact occurs after the termination of my employment, during the one-year period before the date my employment with Company ends: (i) contracted for, was billed for, or received from Company any product, service or process with which I worked directly or indirectly during my employment by Company or about which I acquired Confidential Information; or (ii) was in contact with me or in contact with any other employee, owner, or agent of Company, of which contact I was or should have been aware, concerning the sale or purchase of, or contract for, any product, service or process with which I worked directly or indirectly during my employment with Company or about which I acquired Confidential Information; or (iii) was solicited by Company in an effort in which I was involved or of which I was aware.

The parties agree that for purposes of this Agreement, “**Conflicting Services**” means any product, service, or process or the research and development thereof, of any person or organization other than Company that directly competes with a product, service, or process, including the research and development thereof, of Company with which I worked directly or indirectly during my employment by Company or about which I acquired Confidential Information during my employment by Company.

For Washington Employees Only

I acknowledge that, for purposes of Section 5 of the Agreement, references to “**Potential Customer**” and “**Potential Partner**” will not apply to me.

For Wisconsin Employees Only

I acknowledge that, for purposes of Section 5 of the Agreement, references to “**Potential Customer**” and “**Potential Partner**” will not apply to me.