



Remote Technology Services, Inc.

EMPLOYMENT AGREEMENT

State of Illinois

THIS EMPLOYMENT AGREEMENT (this "**Agreement**") is made as of 2024-11-29 by and between of Remote Technology Services, Inc. (the "**Company**"), and Daniel A. Read ("**Employee**").

WHEREAS, the Company desires to employ Employee and Employee desires to be so employed,

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Employment.** The Company agrees to employ Employee, and Employee accepts employment with the Company, on the terms and conditions set forth in this Agreement and subject to the following conditions: (1) Employee accepting and returning a signed copy of this Agreement; (2) Employee's satisfactory completion of a Form I-9 confirming Employee's employment eligibility in the United States; (3) Employee consenting to a background check and completing disclosure documents relating to such background check upon the Company's request; and (4) the results of any background check requested by the Company being satisfactory to the Company in its sole and absolute discretion.
- 2. Term of Employment.** Employee's employment shall commence on 2024-12-03 and continue until the date this Agreement is terminated by either party. The relationship between the Company and Employee is "at will," meaning either party may terminate this Agreement at any time with or without written notice and with or without cause. Any representation that is in any way inconsistent with this provision of the Agreement is unauthorized and not valid unless in writing and signed by an authorized Company representative. This provision is not intended to create a contract between Employee and the Company for employment, express or implied, for any specific duration.
- 3. Duties During Employment.**
 - a. Position.** Employee is being hired for the position as Director of Sales. Employee will perform services in this position on a remote basis from 410 belle plaine ave - park ridge, IL 60068 United States, reporting to the designated "Line Manager". This is a Full-time, exempt position.
 - b. Duties.** Employee shall have the duties, responsibilities, functions and authority typically commensurate with the Director of Sales position and shall perform such other duties as may be assigned to Employee by the Company. During Employee's employment with the Company, Employee agrees to faithfully, diligently, and to the best of Employee's ability devote Employee's best efforts, energies, skills and experience to the discharge of Employee's duties and responsibilities hereunder. To this end, Employee agrees that Employee shall devote substantially all Employee's business time and attention to the business and affairs of the Company, and shall not without the prior written approval of the Company, directly or indirectly, engage or participate in, or become an officer of, or become employed by, or render advisory or other services in connection with, any other business enterprise. Employee may engage in personal activities of a civic, charitable or educational nature and may manage Employee's personal investments, provided that such personal activities do not inhibit or impair the performance of Employee's duties under this Agreement and do not conflict with the business and interests of the Company. The Company reserves the right to change Employee's job title and duties in its sole discretion.
 - c. Company Policies.** As part of Employee's obligations hereunder, Employee agrees to abide by the Company's policies and procedures in effect from time to time, including any policies and procedures which may be contained in an employee handbook or otherwise adopted by the Company. The Company may modify, revoke, suspend or terminate any such policies in whole or part, at any time, with or without advance notice. Employee also agrees to abide by any applicable policies and procedures adopted by any clients of the Company to which the Employee provides services on behalf of the Company.
- 4. Compensation and Benefits.**
 - a. Compensation.** Employee will be paid a base salary of \$100,000.00 per year, less applicable deductions, in accordance

with the Company's standard payroll schedule.

- b. Commission.** The Employee will be eligible to receive commissions as per the Company's prevailing commission plan, subject to periodic revisions. The Company typically conducts an annual review of the commission plan but reserves the right to modify it at its discretion. The terms of any commission entitlements shall be governed by the provisions outlined in the applicable commission plan. In the event of the termination of employment, commission payments shall be applicable only to sales that were concluded during the period of Active Employment. The terms and conditions of the commission plan shall be communicated to the Employee separately.
 - c. Paid Time Off.** The Company currently has a flexible paid time off policy. Under this policy, Employee may take paid time off as needed for any purpose, including for vacation, personal, sick and any other reasons that may be required by federal, state or local laws, in accordance with the Company's policies and procedures regarding use of paid time off and without the need to accrue paid time off. Paid time off does not apply to leave of absences provided pursuant to federal, state or local laws. Since paid time off is not accrued, Employee will not receive a payout of unused paid time off upon termination, or at any other time.
 - d. Expenses.** The Company shall reimburse Employee for all reasonable business expenses incurred by Employee in the course of performing the Company's duties and responsibilities under this Agreement which are consistent with the Company's policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to the Company's requirements with respect to reporting and documentation of such expenses.
 - e. Benefits.** During Employee's employment, Employee shall be eligible to participate in certain employee benefits, including Business travel insurance: "no"; United states health insurance: "Core (Cigna - 2024 Medical (PPO 1200); Cigna - 2024 Medical (PPO 250); Cigna - 2024 Medical (HDHP 3000); Guardian - 2024 Dental Basic; Guardian - 2024 Dental Premium; Guardian - 2024 Vision Premium; Guardian - 2024 Vision Basic; Cigna - HSABank - 2024 Health Savings Plan (HSA); Guardian - 2024 Short Term Disability (STD); Guardian - 2024 Long Term Disability (LTD); Guardian - 2024 Voluntary Critical Illness; Cigna - 2024 Medical (PPO 0); Guardian - 2024 Voluntary Accident; Guardian - 2024 Basic Life and AD&D; Guardian - 2024 Hospital Coverage; Guardian - 2024 Voluntary Life; Guideline - 2024 401k Retirement Plan; American Benefits Group - 2024 Flexible Spending Account; American Benefits Group - 2024 Dependent Care FSA)" and other employee benefit programs for which similarly situated employees of the Company are generally eligible and as may be in effect from time to time. More detailed information regarding the benefits offered to Employee will be provided separately and are generally contained in plan booklets, group insurance policies and the Company's official plan documents. If there is any conflict between the information set forth herein and the terms, conditions, or limitations of the official plan documents, the provisions of the official plan documents will control.
 - f. Acknowledgments.** Employee acknowledges that all compensation paid to Employee will be subject to normal withholding allowances and deductions and will be made in accordance with applicable deposit instructions received from Employee. The Company specifically reserves the right to adjust Employee's compensation pursuant to the Company's compensation policies in effect from time to time. Employee further acknowledges that the Company reserves the right to modify, suspend or discontinue any and all of the benefits policies, plans, or procedures set forth in this Section at any time with or without notice, in its sole discretion.
- 5. Termination of Employment.** The relationship between the Company and Employee is "at will" and shall continue only so long as continued employment is mutually agreeable to the Company and Employee. Upon termination of this Agreement for any reason, Employee shall only be entitled to receive Employee's salary until the date of termination and shall not be entitled to any other salary, compensation (including, without limitation, any unearned and unvested bonus) or benefits from the Company thereafter, except as otherwise specifically provided for in this Agreement, under Company's employee benefit plans or as otherwise expressly required by applicable law.
- 6. Confidential Information.**
- a. Recognition of Company's Rights; Nondisclosure.** At all times during and after employment, Employee agrees to hold in strictest confidence and to refrain from disclosing, using, lecturing upon, or publishing any of the Company's Confidential Information (defined below), except as may be required in connection with any work performed for the Company, or as expressly authorized in writing by an authorized representative of the Company. Employee will obtain the Company's written approval before publishing or submitting for publication any material (written, oral, or otherwise) that relates to any work performed at the Company and/or incorporates any Confidential Information. Employee hereby assigns to the Company any rights Employee may have or acquire in any and all Confidential Information and acknowledges that all Confidential Information shall be the sole and exclusive property of the Company and its assigns. Employee hereby acknowledges that the unauthorized taking of the Company's trade secrets could result in civil or criminal liability.
 - b. Confidential Information.** The term "**Confidential Information**" shall mean any and all confidential and/or proprietary knowledge, data or information related to the Company's and the Company's clients' (the "**Clients**") business or the

Company's and/or the Clients' actual or demonstrably anticipated research or development, including without limitation (a) trade secrets, inventions, mask works, ideas, processes, computer source and object codes, data, formulae, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding products, services, plans for research and development, licenses, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (c) information regarding the skills and compensation of employees, contractors, and any other service providers of the Company and/or the Clients; and (d) the existence of any business discussions, negotiations, or agreements between the Company and the Clients or third party.

- c. Third Party Information.** Employee acknowledges and understands that the Company has received and, in the future, will receive from third parties confidential or proprietary information ("**Third Party Information**") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During and after the term of Employee's employment, Employee agrees to hold Third Party Information in the strictest confidence and to refrain from disclosing to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or using, Third Party Information, except in connection with any work performed for the Company or unless expressly authorized by an authorized representative of the Company in writing.
- d. No Improper Use of Information of Prior Employers and Others.** Employee hereby represents that employment by the Company does not and will not breach any agreement with any former employer, including any noncompete agreement or any agreement to keep in confidence or refrain from using information acquired by Employee prior to Employee's employment by the Company. Employee has not entered into, and will not enter into, any agreement, either written or oral, that conflicts with Employee's obligations under this Agreement. During Employee's employment with the Company, Employee will not improperly make use of, or disclose, any information, trade secrets or intellectual property of any former employer or any other third party, or use any unpublished documents or any property belonging to any former employer or any other third party, in violation of any lawful agreements with that former employer or third party. Employee will use in the performance of Employee's duties only information that (a) is generally known and used by persons with training and experience comparable to Employee, (b) is common knowledge in the industry or otherwise legally in the public domain, or (c) is otherwise provided or developed by the Company.
- e. Acknowledgements.** Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. Further, Employee understands that nothing in this Agreement, including the foregoing, prevents Employee or an attorney on Employee's behalf from communicating with the Equal Employment Opportunity Commission, the Securities and Exchange Commission, the National Labor Relations Board, the Department of Labor, or any other governmental authority, including state and local agencies, and making a report in good faith of possible violations of securities or other laws or regulations to a governmental authority, or cooperating with or participating in a legal proceeding relating to such violations. Additionally, Employee understands and agrees that nothing in the Confidential Information definition set forth above encompasses (or places any restriction upon Employee's discussions regarding) employee wages, employee benefits, payroll information and other terms and conditions of employment, nor does anything in this Agreement interfere with in any way, restrict or impede any right any employee may have to engage in activity protected by Section 7 of the National Labor Relations Act without fear of retaliation, and/or any state or local laws protecting, for example, an employee's right to discuss wages, terms and conditions of employment, etc.

7. Inventions and Intellectual Property.

- a. Inventions and Intellectual Property Rights.** As used in this Agreement, the term "**Invention**" means any ideas, concepts, information, materials, processes, data, programs, know-how, improvements, discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques and all Intellectual Property Rights in any of the items listed above. The term "**Intellectual Property Rights**" means all trade secrets, copyrights, trademarks, mask work, moral rights, patents and other intellectual property rights recognized by the laws of any jurisdiction or country.
- b. Prior Inventions.** Employee agrees to disclose on **Exhibit A** a complete list of all Inventions that (a) Employee has or has caused to be, alone or jointly with others, conceived, developed, or reduced to practice prior to the commencement of Employee's employment by the Company; (b) in which Employee has an ownership interest or which Employee has a license to use; (c) and that Employee wishes to have excluded from the scope of this Agreement (collectively referred to as "**Prior Inventions**"). **Exhibit A** may be amended after the date hereof to add additional Prior Inventions only if approved by the Company's board of directors, including one of the investor directors, and evidenced in writing executed by an authorized officer of the Company. If disclosure of any such Prior Invention would cause Employee to violate any prior confidentiality agreement, Employee understands that Employee is not to list such Prior Inventions, but only to disclose a cursory name for each such Prior Invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as

to such Prior Inventions has not been made for that reason. A space is provided on **Exhibit A** for such purpose. If no such disclosure is attached or if no Prior Inventions are listed in **Exhibit A**, Employee warrants that there are no Prior Inventions. Employee agrees that Employee will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions (defined below) without the Company's prior written consent. If, in the course of Employee's employment with the Company, Employee incorporates a Prior Invention into a Company process, machine or other work, Employee hereby grants the Company a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and 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.

- c. Assignment of Company Inventions.** Employee has reviewed the notification on **Exhibit B** and agrees that Employee's signature on this Agreement acknowledges receipt of the notification provided in **Exhibit B**. Inventions assigned to the Company or to a third party as directed by the Company pursuant to the section titled "Government or Third Party" are referred to in this Agreement as "**Company Inventions**." Subject to the section titled "Government or Third Party" and except for Inventions that qualify for the exception set forth in Section 7(i) of this Agreement and which are set forth in **Exhibit A**, Employee hereby assigns and agrees to assign in the future (when any such Inventions or Intellectual Property Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company all Employee's right, title, and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, reduced to practice, or learned by Employee, either alone or with others, during the period of Employee's employment by the Company. Employee acknowledges and understands that the Company may assign its rights to any Company Inventions to third party beneficiaries, including to the Company's Clients.
- d. Obligation to Keep Company Informed.** During the period of Employee's employment and for one (1) year after Employee's employment ends, Employee agrees to promptly and fully disclose to the Company in writing (a) all Inventions authored, conceived, or reduced to practice by Employee, either alone or jointly with others, including any that might be covered under Section 7(i) of this Agreement, and (b) all patent applications filed by Employee or in which Employee is named as an inventor or co-inventor. At the time of each such disclosure, Employee will advise the Company in writing of any Inventions that Employee believes fully qualify for the exception described in Section 7(i) of this Agreement; and Employee will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without Employee's consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to Inventions that qualify fully for the exception described in Section 7(i), below. Employee agrees to preserve the confidentiality of any Invention that does not fully qualify for the exception described in Section 7(i).
- e. Government or Third Party.** Employee agrees that, as directed by the Company, Employee will assign to a third party, including without limitation the United States, all Employee's right, title, and interest in and to any particular Company Invention.
- f. Enforcement of Intellectual Property Rights and Assistance.** During and after the period of Employee's employment, Employee agrees to assist the Company in every proper way to obtain and enforce Intellectual Property Rights relating to Company Inventions in all countries. To that end Employee agrees to execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Intellectual Property Rights and the assignment thereof to third party beneficiaries, including assignment to the Company's Clients. In addition, Employee will execute, verify and deliver assignments of such Intellectual Property Rights to the Company or its designee. If the Company is unable to secure Employee's signature on any document needed in connection with such purposes, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney in fact, which appointment is coupled with an interest, to act on Employee's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further such purposes with the same legal force and effect as if executed by Employee.
- g. Incorporation of Software Code.** Unless Employee has received the express written consent of an authorized representative of the Company, Employee agrees not to incorporate into any Company software or otherwise deliver to the Company any software code licensed under the GNU General Public License or 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 the Company.
- h. Works for Hire.** Employee acknowledges that all original works of authorship which are made by Employee (solely or jointly with others) within the scope of Employee's employment which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C. Section 101) and shall belong to the Company to the fullest extent

permissible under applicable law.

i. Exception to Assignments. Employee understands that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any Invention developed entirely on Employee's own time without using the Company's equipment, supplies, facilities, trade secret information or Confidential Information (an "**Other Invention**"), except for those Other Inventions that either (i) relate at the time of conception or reduction to practice of such Other Invention to the Company's business, or actual or anticipated research or development of the Company or (ii) result from or relate to any work that Employee performs for the Company or to any Confidential Information or Inventions. Employee will advise the Company promptly in writing of any Invention that Employee believes constitutes an Other Invention. Employee agrees that Employee will not incorporate, or permit to be incorporated, any Other Invention owned by Employee or in which Employee has an interest into a Company product, process or service without the Company's prior written consent. Notwithstanding the foregoing sentence, if Employee incorporates into a Company product, process or service an Other Invention owned by Employee or in which Employee has an interest, Employee hereby grants to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, sublicensable, worldwide license to reproduce, make derivative works of, distribute, perform, display, import, make, have made, modify, use, sell, offer to sell, and exploit in any other way such Other Invention as part of or in connection with such product, process or service, and to practice any method related thereto.

j. Records. Employee agrees to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that is required by the Company) of all Inventions made by Employee during the period of Employee's employment by the Company, which records shall be available to, and remain the sole property of, the Company at all times.

8. Restrictive Covenants. Employee agrees that (a) during the term of Employee's employment by the Company (whether or not during business hours), Employee will not, without the Company's express written consent, engage in any employment or business activity that is in any way competitive with, or would otherwise conflict with Employee's employment by the Company or Employee's services to the Company's Clients, or assist any other person or organization in competing or in preparing to compete with the Company or the Company's Clients, and (b) for the period of Employee's employment by the Company and for one (1) year thereafter, Employee will not, either directly or indirectly, solicit or attempt to solicit any employee, independent contractor, or consultant of the Company or the Company's Clients to terminate his, her, their, or its relationship with the Company or the Company's Clients in order to become an employee, consultant, or independent contractor to or for any other person or entity.

9. Return of Company Property and Expectation of Privacy. Upon termination of Employee's employment or upon the Company's request at any other time, Employee will deliver to the Company all (a) of the Company's property, equipment, and documents, together with all copies thereof, as well as any property, equipment or documents supplied by a Client of the Company, together with all copies thereof, and (b) any other material containing or disclosing any Inventions, Third Party Information or Confidential Information of the Company or the Company's Clients, and certify in writing that Employee has fully complied with the foregoing obligation. Employee agrees that Employee will not copy, delete, or alter any information contained upon Employee's Company computer or Company equipment before returning it to the Company. In addition, if Employee has used any personal computer, server, or e-mail system to receive, store, review, prepare or transmit any Company information, including but not limited to, Confidential Information of the Company or the Company's Clients, Employee agrees to provide the Company with a computer-useable copy of all such Confidential Information and then permanently delete and expunge such Confidential Information from those systems; and Employee agrees to provide the Company access to Employee's system as reasonably requested to verify that the necessary copying and/or deletion is completed. Employee further recognizes and agrees that Employee has no expectation of privacy with respect to any property situated on the Company's premises and owned by the Company (including without limitation, stored computer files, e-mail messages, voicemail messages and other storage media, filing cabinets or other work areas) and that Employee's activities and any files or messages may be monitored and/or subject to inspection by the Company's personnel at any time with or without notice. Prior to the termination of Employee's employment or promptly after termination of Employee's employment, Employee will cooperate with the Company in attending an exit interview if requested and certify in writing that Employee has complied with the requirements of this section, which will include at a minimum the certifications set forth in **Exhibit C**.

10. Governing Law.

a. Law and Venue. This Agreement is governed by and is to be construed and enforced in accordance with the laws of the State of Illinois and any disputes arising hereunder must be brought in the State of Illinois.

b. Legal and Equitable Remedies. Because Employee's services are personal and unique and because Employee may have access to and become acquainted with the Confidential Information of the Company and the Company's Clients, both

parties agree that any party may petition a court for injunctive relief including, but not limited to, where either party alleges or claims a violation of Sections 6, 7, 8, and 9 of this Agreement or any other agreement regarding trade secrets, confidential information, non-solicitation or non-competition. Both parties understand that any breach or threatened breach of such an agreement will cause irreparable injury and that money damages will not provide an adequate remedy therefor and both parties hereby consent to the issuance of an injunction. In the event either party seeks injunctive relief, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

- c. Voluntary Nature of Agreement.** Employee acknowledges and agrees that Employee is executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else. Employee further acknowledges and agrees that Employee carefully read this Agreement and has asked any questions necessary to understand the terms, consequences and binding effect of this Agreement and fully understands it.
- d. Defend Trade Secrets Act.** Pursuant to the Defend Trade Secrets Act of 2016, Employee acknowledges that Employee will not have criminal or civil liability under any Federal or State trade secret law for the disclosure of a trade secret that is made (i) in confidence to a Federal, State or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose the trade secret to Employee's attorney and may use the trade secret information in the court proceeding if Employee (x) files any document containing the trade secret under seal and (y) does not disclose the trade secret, except pursuant to court order.

11. Miscellaneous.

- a. Survival.** Sections 6 through 11 of this Agreement shall survive and continue in full force in accordance with their terms notwithstanding the termination of Employee's employment.
- b. Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement and this Agreement shall be construed so that it is valid and enforceable to the maximum extent permitted by law.
- c. Successors and Assigns.** This Agreement is intended to bind and inure to the benefit of and be enforceable by Employee, the Company and their respective heirs, successors and assigns, except that Employee may not assign Employee's rights or delegate Employee's duties or obligations hereunder without the prior written consent of the Company.
- d. Notices.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by email to the email address listed on the signature page. Notices will be effective upon receipt of the email. Additionally, at the option of the delivering party, notices may be sent in writing to the other party's last known physical address by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized delivery service. If delivered by certified or registered mail, notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or delivery service, notice will be considered to have been given on the delivery date reflected by the courier or delivery service receipt. Each party may change its email or physical address for receipt of notice by giving notice of the change to the other party.
- e. Paragraph and Section Headings.** The section or paragraph headings or titles herein are for convenience of reference only and shall not be deemed a part of this Agreement. The parties have jointly participated in the drafting of this Agreement, and the rule of construction that a contract shall be construed against the drafter shall not be applied.
- f. Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of that provision or any other provision on any other occasion.
- g. Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous communications (either written or oral) between us with respect to such matters. The obligations pursuant to Sections 6 and 7 of this Agreement shall apply to any time during which Employee was previously engaged or employed, or is in the future engaged or employed by the Company, or rendering services to the Company as an employee, independent contractor or consultant if no other agreement governs non-disclosure and assignment of inventions during such period.
- h. Advice of Counsel.** Employee acknowledges that, in executing this Agreement, Employee has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation hereof.
- i. Counterparts.** This Agreement may be signed in two counterparts, each shall be deemed an original and both of which shall together constitute one agreement.

Both parties agreed to the execution of the present agreement with electronic signature, to the extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Signed for and on behalf of
REMOTE TECHNOLOGY SERVICES, INC. by:

Signed by



Job van der Voort

CEO

Date: 2024-11-29

Email: legal-notices@remote.com

for and on behalf of the Company

Signed by the Employee

Daniel A. Read

[YYYY-MM-DD HH:MM]

danny@dannyread.com

Exhibit A

INVENTIONS

1. Prior Inventions Disclosure. The following is a complete list of all Prior Inventions (as provided in Section 7(b) of the Employment Agreement, defined herein as the “**Agreement**”):

See immediately below:

2. Confidentiality. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

Invention or Improvement, Party(ies) and Relationship

Exhibit B

LIMITED EXCLUSION NOTIFICATION

This is to confirm that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any Invention that you develop entirely on your own time without using Company’s equipment, supplies, facilities or trade secret information, except for those Inventions that either:

a. Relate at the time of conception or reduction to practice to Company’s business, or actual or demonstrably anticipated research or development; or

b. Result from any work performed by you for Company.

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 unenforceable.

Exhibit C

CERTIFICATIONS

I certify that I have delivered to Remote Technology Services, Inc. ("**Company**"), and accordingly do not have in my possession, (a) any of the Company's property, equipment, and documents, together with all copies thereof, (b) any property, equipment or documents supplied by a client of the Company, together with all copies thereof, or (c) any other material containing or disclosing any Inventions, Third Party Information or Confidential Information (each as defined in the Employment Agreement between me and the Company, defined herein as the "**Agreement**").

I have not copied, deleted, or altered any information contained upon my Company computer or Company equipment before I returned it to the Company.

If I have used any personal computer, server, or e-mail system to receive, store, review, prepare or transmit any Company information, including but not limited to, Confidential Information, I have provided the Company with a computer-useable copy of all such Confidential Information and then I permanently deleted and expunged such Confidential Information from those systems. I agree to provide the Company access to my system as reasonably requested to verify that the necessary copying and/or deletion is completed.

I further certify that I have complied with and will continue to comply with all the terms of the Agreement, including the reporting of any Inventions and conceived or made by me and patent applications filed by me or in which I am named as an inventor or co-inventor covered by such agreement. I will hold Third Party Information, Confidential Information any Invention that does not fully qualify for the exception described in Section 7(i) of the Agreement in the strictest confidence and will not disclose to anyone (other than expressly authorized in writing by an authorized representative of the Company) such information.