



August 11, 2023

**Via Overnight Mail and E-mail**

Patrick Stoica  
497 Greene Ave, #3  
Brooklyn, NY 11216  
patark@icloud.com  
hipatark@gmail.com

**Orrick, Herrington & Sutcliffe LLP**

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**orrick.com**

**Lisa M. Bowman**

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Re: Post-Employment Obligations to Puzzle Financial, Inc.

Dear Mr. Stoica:

Orrick, Herrington & Sutcliffe LLP represents Puzzle Financial, Inc. ("Puzzle" or the "Company") in connection with your breach of your continuing post-termination obligations to the Company and your damaging, threatening, and defamatory statements about the Company and its senior leadership.

Please direct all communications regarding this matter to me.

Based on the Company's investigation, it has reasonable grounds to believe that you have made several postings that publicly disclosed Company business confidential information in violation of the terms of the Confidential Information Agreement, which is enclosed. By accusing the Company and its senior leadership of fraud and conspiracy, your postings also give rise to defamation claims by the Company and its leadership against you. Your representations and handles using the term "Puzzle Financial" violate Puzzle's trademarks. You also appear to be threatening senior leadership.

The Company is continuing its investigation into your online activity.

In the meantime, on behalf of Puzzle we demand that you immediately cease and desist: (i) further violating of your continuing confidentiality obligations; (ii) posting statements that are damaging to the Company and defamatory in nature, including on Twitter (X), LinkedIn and Linktree; (iii) inducing co-workers to share confidential information with you in breach of their agreements; (iv) using the Puzzle Financial designation and any confusingly similar designation as part of any trademark, service mark, domain, or social media handle in connection with any products or services; and (v) issuing threats, whether veiled or overt, to senior leadership.

We also demand an immediate take down of all postings made by you on social media, whether with or without attribution, that violate your legal obligations to the Company or threaten or defame its employees.



The conduct you've already engaged in—or are threatening to undertake in the future—could serve as a basis for claims of, among other things, breach of contract, theft of trade secrets, misappropriation, defamation, invasion of privacy, harassment, stalking, and intentional infliction of emotional distress. These actions could expose you to significant statutory, punitive and other damages, and attorneys' fees—along with criminal charges.

These matters are of paramount importance to the Company. If you continue to engage in these threats and actions, or if you otherwise breach your contractual obligations, Puzzle is prepared to take all steps necessary to defend its rights to the fullest extent permitted by law. If your conduct escalates, we may have no choice but to seek a workplace violence restraining/stayaway order, which will be a public proceeding and permit us to call the police and have you arrested anytime you violate it.

Nothing in or omitted from this letter shall constitute a limitation, restriction, or waiver of any of Puzzle's rights or remedies, whether at law or in equity, in connection with the subject matter of this letter, all of which Puzzle hereby expressly reserves.

If you have an attorney, that individual should feel free to contact me to discuss these issues further.

Very truly yours,

*/s/ Lisa M. Bowman*

Lisa M. Bowman

Enclosure (Confidential Information and Invention Assignment Agreement)

**PUZZLE FINANCIAL INC.**

**CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT**

**Employee:** Patrick Stoica  
**Effective Date:** 11 / 16 / 2021

As a condition of my becoming employed (or my employment being continued) by Puzzle Financial 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 now and hereafter paid to me by the Company, the receipt of Confidential Information (as defined below) while associated with the Company, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree to the following:

1. **Relationship.** This Confidential Information and Invention Assignment Agreement (this “**Agreement**”) will apply to my employment relationship with the Company. If that relationship ends and the Company, within a year thereafter, either reemploys me or engages me as a consultant, I agree that this Agreement will also apply to such later employment or consulting relationship, unless the Company and I otherwise agree in writing. Any such employment or consulting relationship between the Company and me, whether commenced prior to, upon or after the date of this Agreement, is referred to herein as the “**Relationship.**”

2. **Confidential Information.**

(a) **Protection of Information.** I understand that during the Relationship, 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 the Relationship 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 under the Relationship, 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 the Relationship, whether or not during working hours, until such Confidential Information is no longer Confidential Information as described in this Agreement. I will take all reasonable precautions to prevent the inadvertent disclosure of Confidential Information, including as described in Exhibit D below and any forthcoming applicable Company privacy and security policies and documentation (which may, from time to time, be implemented and revised at the sole election of the Company for the purposes of furthering the Company’s business). I will not make copies of any Confidential Information (including any documents, records, files, media, or other resources containing any Confidential Information) except as authorized by the Company or in the ordinary course of my obligations to the Company in connection with the Relationship. I shall not use Confidential Information in violation of any applicable laws.

(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); (ii) Company Data (as defined below) that I receive, access, or use in connection with the relationship; (iii) access credentials, such as username, password, security key, security token, or PIN; and (iv) 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 and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the Relationship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, financial information (including payment or credit card data), 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 2 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. During the term of the Relationship and thereafter, I will not improperly use or disclose to the Company any confidential, proprietary or secret information of my former employer(s) or any other person, and I will not bring any such information onto the Company's property or place of business.

(d) **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.

3. **Permitted Disclosures.** Nothing in this Agreement 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. To the extent legally permissible, I shall promptly provide reasonable advance written notice of any such order to an authorized officer of the Company. Without limiting the generality of the foregoing:

(a) Nothing in this Agreement prohibits or restricts me (or my attorney) from communicating with the Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other applicable regulatory authority regarding a possible securities law violation.

(b) Nothing in this Agreement prohibits or restricts me from exercising protected rights, including without limitation those rights granted under Section 7 of the National Labor Relations Act, or otherwise disclosing information as permitted by applicable law, regulation, or order.

(c) The U.S. Defend Trade Secrets Act of 2016 ("**DTSA**") provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (A) 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) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, DTSA provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (x) files any document containing the trade secret under seal; and (y) does not disclose the trade secret, except pursuant to

#### 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, (i) are owned by me or in which I have an interest and were made or acquired by me prior to my date of first employment by Company, (ii) may relate in any way to Company's actual or proposed businesses,

products, services, or research and development, and (iii) are not to be assigned to Company under this Agreement (collectively, “**Prior Inventions**”). If no such list is attached, I represent and warrant that there are no such Inventions as of the Effective Date of this Agreement. I understand that any listing of any Inventions on Exhibit A does not constitute an acknowledgement by the Company of the existence or extent of such Inventions, nor of my ownership of such Inventions.

(b) **Use or Incorporation of Inventions.** If in the course of the Relationship, I use or incorporate into a product, service, process or machine any Invention in which I have an interest not covered by Section 4(d) of this Agreement, I will promptly so inform the Company in writing. 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. To the extent that any third parties have rights in any Invention in which I have an interest not covered by Section 4(d) of this Agreement, I hereby represent and warrant that such third party or parties have validly and irrevocably granted to me the right to grant the foregoing license. I agree that I will not incorporate into any Company software or otherwise deliver to 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 Company, except in strict compliance with Company’s policies regarding the use of such software, if any (including as may be implemented after the date hereof).

(c) **Inventions.** I understand that “**Inventions**” means discoveries, developments, concepts, designs, ideas, know how, modifications, improvements, derivative works, 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 the Relationship or otherwise in connection with the Relationship, except as provided in Section 4(g) below. If I have any rights to the Company Inventions, other than Moral Rights, that cannot be assigned to the Company, I hereby unconditionally and irrevocably grant to the Company during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, distribute, display, perform, prepare derivative works of and otherwise modify, make, have made, sell, offer to sell, import, practice methods, processes and procedures and otherwise use and exploit, such Company Inventions.

(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 and other proprietary rights therein. 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 the Relationship are “works made for hire” (to the greatest extent permitted by applicable law) and are compensated by my salary. 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. 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 (in the form of notes, sketches, drawings and in any other format that is required by the Company) of all Company Inventions made or conceived by me (solely or jointly with others) during the term of the Relationship, which records will be available to and remain the sole property of the Company at all times. I shall not remove such records from the Company's place of business or systems except as expressly permitted by the Company. I agree to deliver all such records (including any copies thereof) to the Company at the time of termination of the Relationship as provided for in Sections 6 and 8.

(f) **Intellectual Property Rights; Power of Attorney.** 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 shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive and agree never to assert 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 shall continue during and at all times after the end of the Relationship 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 shall not be affected by my subsequent incapacity.

(g) **Exception to Assignments.** Subject to the requirements of applicable state law, if any, I understand that 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. 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 the Relationship, of all Inventions solely or jointly conceived or developed or reduced to practice by me during the period of the Relationship.

## 5. **Privacy.**

(a) **Personal Information Definition.** "Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household.

(b) **Privacy Notice.** I acknowledge that:

(i) the Company collects certain Personal Information about me, which may include contact information, identification materials, demographic information, professional information, education and training information, financial information, benefits information, security credentials, information about my activity on and use of the Company's facilities and its telecommunications,

networking and information processing systems, as well as other work-related information. The Company may collect such information directly from me as well as from supervisors, colleagues, customers, vendors, publicly available sources and other third parties I may interact with as an employee of the Company. In addition, the Company may also collect this information through service providers and other third parties that collect it on the Company's behalf, such as communications providers, payroll providers and benefits providers; and

(i) the Company uses my Personal Information in the ordinary course of business for purposes such as: recruiting, onboarding, staffing, leave, personnel evaluations, promotions, performance management, training, discipline; supporting and managing personnel; managing access to or use of company systems, facilities, records, property and infrastructure; monitoring employee conduct and compliance with the Company's procedures and practices; improving efficiency; compensation, payroll, and benefit planning and administration; managing business travel; communicating with and between personnel, as well as with designated emergency contacts; investigating, documenting and reporting work-related injuries, illnesses, or grievances; conducting other internal investigations, audits, and risk assessments; fulfilling contractual obligations to personnel and third parties; and complying with applicable laws.

6. **Applicability to Past Activities.** The Company and I acknowledge that I may have performed work, activities, services or made efforts on behalf of or for the benefit of the Company, or related to the current or prospective business of the Company in anticipation of my involvement with the Company, that would have been within the scope of my duties under this agreement if performed during the term of this Agreement, for a period of time prior to the Effective Date of this Agreement (the "Prior Period"). Accordingly, if and to the extent that, during the Prior Period I received access to any information from or on behalf of the Company that would have been Confidential Information (as defined below) if I had received access to such information during the term of this Agreement then any such information shall be deemed "Confidential Information" hereunder.

## 7. **Company Property**

(a) **Company Equipment; 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, and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored or reviewed at any time without 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 the Relationship, 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 the Relationship or otherwise belonging to the Company, its successors or assigns.

(b) **Company Data.** I acknowledge that in the course of the Relationship I may collect, receive, access, or use Personal Information and/or other Confidential Information relating to the Company's customers, potential customers, end-users, suppliers, potential suppliers, employees, independent contractors, and other personnel, or others (collectively, "**Company Data**"), and that such Company Data may be subject to protection by federal, state or international privacy laws or contractual restrictions on use (collectively, "**Privacy Obligations**"). I agree to treat Company Data as confidential and in compliance with all applicable laws, and I shall not collect, use, retain or disclose Company Data for

any purpose other than as necessary for the purpose of performing legitimate business activities within the scope of the Relationship. I acknowledge that failure to adhere to the procedures, contractual restrictions and instructions (including those in Exhibit D) that the Company has implemented to protect the privacy and security of Company Data is a violation of the terms of my employment and may result in termination.

8. **Termination Certificate.** In the event of the termination of the Relationship, I agree to sign and deliver the “**Termination Certificate**” attached hereto as Exhibit C; however, my failure to sign and deliver the Termination Certificate shall in no way diminish my continuing obligations under this Agreement.

9. **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 shall 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 the Relationship, 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.

10. **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 the Relationship, and for a period of twelve (12) months immediately following the termination of the Relationship 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, for myself or for any other person or entity.

(b) **Other Parties.** I agree that during the term of the Relationship, I shall 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 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.

11. **At-Will Relationship.** I understand and acknowledge that, unless otherwise explicitly provided in a separate agreement between the Company and me, my Relationship with the Company is for no specified term and is and shall continue to be at-will, as defined under applicable law. I understand that any representation to the contrary is unauthorized and not valid unless in a separate written agreement signed by the Company and me. Accordingly, I understand and acknowledge 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 those provisions of this Agreement that explicitly survive the termination of the Relationship.

12. **Prohibition on Insider Trading.** I understand, acknowledge and agree to the policy on prohibition of insider trading set forth in Exhibit E attached hereto.

13. **Representations and Covenants.**



(a) **Facilitation of Agreement.** I agree to execute promptly, both during and after the end of the Relationship, 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 agree that during the term of my employment with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship, or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will I engage in any other activities that conflict with my obligations to the Company. I represent and warrant 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 the Relationship. 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 further agree that if I have signed a confidentiality agreement or similar type of agreement with any former employer or other entity, I will comply with the terms of any such agreement to the extent that its terms are lawful under applicable law. I represent and warrant that after undertaking a careful search, I have returned all property and confidential information belonging to all prior employers and/or other third parties I have performed services for in accordance with the terms of an applicable agreement. Moreover, I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by any of them resulting from my breach of my obligations under any agreement with a third party to which I am a party or obligation to which I am bound, as well as any reasonable attorneys' fees and costs if the plaintiff is the prevailing party in such an action, except as prohibited by law.

(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.

#### 14. **General Provisions.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant thereto and the rights and obligations of the parties hereto, shall be governed by the laws of the State of New York, without giving effect to the principles of conflicts of law that may result in the application of the laws of any jurisdiction other than California. I hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in San Francisco, California.

(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 of the Company. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(c) **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.

(d) **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 10 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.

(e) **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.

(f) **Remedies.** I acknowledge and agree that violation of this Agreement by me may cause the Company irreparable harm, and therefore 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) **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. Counterparts may be delivered via email or other transmission method (including pdf or any electronic signature complying with applicable law) and any counterpart so delivered shall be deemed valid and effective for all purposes.

(h) **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Relationship or any notices required by applicable law or the Company's Certificate of Incorporation or Bylaws by email or any other electronic means. I hereby consent to (i) conduct business electronically, (ii) receive such documents and notices by such electronic delivery and (iii) sign documents electronically and agree to participate through an online or electronic system established and maintained by the Company or a third party designated by the Company.

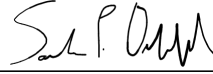
(i) **Advice of Counsel.** I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION OF THIS AGREEMENT.

*[Signature Page Follows]*

I hereby execute this Confidential Information and Invention Assignment Agreement as of the Effective Date.

**THE COMPANY:**

PUZZLE FINANCIAL INC.

By:   
(Signature)

Name: Sasha Orloff


Title: CEO

Address:

Puzzle Financial Inc.  
2810 N Church St  
PMB 17788  
Wilmington, Delaware 19802-4447  
USA

Date: 11 / 16 / 2021

**EMPLOYEE:**

By: 

Name: Patrick Stoica

Email: patrick@puzzle.io

Address: 329 3rd St

4A

Brooklyn, NY 11215

**EXHIBIT A**

**LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP  
EXCLUDED UNDER SECTION 4(a)**

The following is a complete list describing with particularity all Inventions that, as of the Effective Date, (i) are owned by me or in which I have an interest and were made or acquired by me prior to my date of first employment by Company, (ii) may relate in any way to Company's actual or proposed businesses, products, services, or research and development, and (iii) are not to be assigned to Company under this Agreement.

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Description</u>
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Except as indicated on this Exhibit A, I have no inventions, improvements or original works to disclose pursuant to Section 4(a) of this Agreement.

**EMPLOYEE:**

By: Patrick Stoica  
Name: Patrick Stoica

## EXHIBIT C

### TERMINATION CERTIFICATE

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 Puzzle Financial 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 Certificate, 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, for myself or for any other person or entity.

Further, I agree that I shall not use any Confidential Information of the Company to 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.

#### EMPLOYEE:

By: \_\_\_\_\_

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

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

## EXHIBIT D

### EMPLOYEE PRIVACY AND SECURITY ACKNOWLEDGEMENT

All employees of Puzzle Financial Inc., a Delaware corporation, its subsidiaries, affiliates, successors or assigns (collectively, the “**Company**”) must read this document in its entirety and sign the form below confirming they have read and understand this Exhibit fully. This Exhibit will be reviewed and updated by the Company’s senior management on an annual basis or when relevant to include newly developed security standards into this Exhibit and distributed to all employees as applicable, or in lieu thereof the Company’s senior management may implement stand-alone policies and procedures covering the same subject-matter, which, upon implementation, will be deemed to amend and supplement this Exhibit.

I certify that I will take all necessary steps to prevent unauthorized access to or disclosure of Confidential Information and/or Company Data and I further agree that I will not personally disclose Company Data or Confidential Information to any person or party outside the Company unless expressly authorized to do so by the Company.

I further certify that I will not copy, move, or store Confidential Information or Company Data (e.g., financial data, payment data, credit card data, etc.) onto local hard drives or removable electronic media unless expressly authorized to do so by the Company.

I further certify that I will not effectuate security breaches or disruptions of network communication (including, but not limited to, accessing data which I am not expressly authorized to access, unless the access is within the scope of my regular duties to the Company).

I acknowledge that I have a duty to report, without delay, any suspected infection of, theft, loss of, or unauthorized access to or other compromise of Confidential Information, Company Data, or the Company’s network or devices (including any actual or potential breach or security incident) to [databreach@puzzle.io](mailto:databreach@puzzle.io).

I further certify that I will use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan horse code.

I further certify that I will shred paper documents that contain Confidential Information, delete electronic documents containing Confidential Information, submit any equipment and media that may contain Confidential Information to Company personnel for proper destruction.

I further certify that I will not circumvent any security settings set forth by the Company (e.g., disable password requirements or auto-lock time-outs) and I certify that I will handle all Confidential Information stored on a mobile device appropriately, as it is the property of the Company and take precautions to prevent unauthorized access to my mobile device by requiring a password to access the device.

I agree to submit to background checks and adhere to Company procedures related to information security and confidentiality and nondisclosure obligations, and that, upon departure, I will return all Company equipment, property, and Confidential Information and Company Data.

I further certify that I will handle and protect cardholder information in compliance with PCI-DSS requirements.

I further certify that I will keep passwords secure and not share passwords or accounts and certify that, where possible, I will use strong encryption to protect sensitive information stored on electronic media;

I acknowledge that I will comply with all Privacy Obligations, this Exhibit D, and any forthcoming Company data policies (if any), and I will, at all times during the course of my employment with Company, make commercially reasonable efforts to maintain the integrity and security of all Confidential Information and Company Data.

I acknowledge that Company may take disciplinary measures up to and including termination of employment and pursue necessary legal recourse to the fullest extent of the law should I, at any time during the course of my employment, violate any Privacy Obligations or otherwise share Confidential Information or Company Data with any outside person or party without express authorization from the Company.

**EMPLOYEE:**

By: Patrick Stoica

Name: Patrick Stoica

Date: 11 / 16 / 2021

## EXHIBIT E

### PROHIBITION ON INSIDER TRADING

All employees of Puzzle Financial Inc., a Delaware corporation, its subsidiaries, affiliates, successors or assigns (collectively, the “**Company**”) must read this document in its entirety and sign the form below confirming they have read and understand this Exhibit fully. This Exhibit will be reviewed and updated by senior management of the Company on an annual basis or when relevant to include newly developed security standards into this Exhibit and distributed to all employees as applicable, or in lieu thereof senior management of the Company may implement stand-alone policies and procedures covering the same subject-matter, which, upon implementation, will be deemed to amend and supplement this Exhibit.

Employees of the Company, in the course of their jobs, will come to know a lot of potentially sensitive information about other companies (including, but not limited to, customers, partners and vendors) that’s both material and not public. You may not use this information in trading securities. It is both against the policy set forth in this Exhibit and illegal. Additionally, you may not ever share material nonpublic information with others, including friends or immediate family members, or make recommendations or express opinions about trading in the stock of our customers, vendors, or other business partners or companies if you possess material nonpublic information. Doing so is both against the policy set forth in this Exhibit and illegal. Any written or verbal statement that would be prohibited under applicable law or under the policy set forth in this Exhibit is equally prohibited if made on the Internet or on social media.

To reduce the risk of inadvertent disclosure of inside or other confidential information, nonpublic information should not be discussed with any unauthorized persons. In particular, it should not be discussed in restaurants, coffee shops, elevators or other public places where you can be overheard, even if names are not used.

The prohibition on disclosure and use of material non-public information set forth in this Exhibit expires only when the information is (a) no longer material or (b) available to the general public. Importantly, you still have this obligation even if you leave the Company.

The penalties for “insider trading” include significant civil and criminal fines and penalties. People are frequently prosecuted for such violations by the authorities. The Company may also act on violations of this policy by dismissing an employee for cause, whether or not an employee’s failure to comply with this policy results in a violation of law. Publicity related to any prosecutions could impact our customers’ confidence in our ability to safeguard their competitive and other sensitive information and tarnish our and your reputation and irreparably damage a career.

Here’s how we define the terms above:

**Immediate Family:** your spouse, parents, grandparents, children, grandchildren, and siblings, including any of these relationships through marriage or by adoption. It also includes members of your household, whether or not they are related to you.

**Material Information:** consider any information material if it likely would be considered (not necessarily by you but by a reasonable investor) to be important to an investor in making a decision about a stock.

While it can be hard to determine whether particular information is material or not, there are some categories of information that are particularly sensitive and that should almost always be considered



material: financial results and projections, processing and charge-back volume, news of a merger or acquisition, gain or loss of a major customer or supplier, major product or service announcements, changes in senior management, or any major problems or successes of the business. Either positive or negative information may be material.

Nonpublic Information: Information is nonpublic if it is known within the Company (or could be derived from information held by the Company), but not yet disclosed to the general public. Information is considered “public” only after it has been available to the general public, through press release or other method prescribed by the Securities and Exchange Commission. Some nonpublic information may not ever become public. As an example, information widely rumored, but not confirmed by the Company, is still nonpublic.

If you have any questions regarding whether information you possess is material or not, you can contact [tradingpolicy@puzzle.io](mailto:tradingpolicy@puzzle.io).

**EMPLOYEE:**

By: Patrick Stoica  
Name: Patrick Stoica  
Date: 11 / 16 / 2021

<b>TITLE</b>	Confidential Information and Invention Assignment Agreement...
<b>FILE NAME</b>	Puzzle - Form CII...-1046-5585 6.docx
<b>DOCUMENT ID</b>	d080445ae488cca8064625faf830cf4a086cca69
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

## Document History



SENT

**11 / 13 / 2021**

01:13:42 UTC

Sent for signature to Patrick Stoica (patrick@puzzle.io) and Sasha Orloff (sasha@puzzle.io) from admin@puzzle.io  
IP: 198.27.182.27



VIEWED

**11 / 16 / 2021**

18:07:37 UTC

Viewed by Patrick Stoica (patrick@puzzle.io)  
IP: 74.71.139.40



SIGNED

**11 / 16 / 2021**

18:09:07 UTC

Signed by Patrick Stoica (patrick@puzzle.io)  
IP: 74.71.139.40



VIEWED

**11 / 16 / 2021**

18:18:40 UTC

Viewed by Sasha Orloff (sasha@puzzle.io)  
IP: 38.30.8.114



SIGNED

**11 / 16 / 2021**

18:19:07 UTC

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IP: 38.30.8.114



COMPLETED

**11 / 16 / 2021**

18:19:07 UTC

The document has been completed.