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JASON B. GALKIN
EXECUTIVE OFFICER & CLERK
By: *[Signature]* Deputy Clerk

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Attorneys for Petitioner,
ROB TRIBBLE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF NEVADA**

GINA WILL

Contestant,

v.

ROB TRIBBLE,

Defendant.

GREGORY DIAZ, in his official capacity as
Nevada County Registrar of Voters; and ROES
1-25,

Real Parties In Interest.

Case No. CU-000159

DECLARATION OF ROB TRIBBLE

Hearing Date: July 27, 2022
Hearing Time: 9:00am
Department: 6

Petition Filed: July 1, 2022

I, Rob Tribble, declare:

1. I am the named defendant in this matter. I make this declaration of my personal knowledge of the facts stated herein and could and would competently testify to them if called to do so.
2. I am the elected Nevada County Auditor/Controller. Nevada County voters elected me to office on June 7, 2022, with 55% of the vote in my favor.
3. My opponent in the June 2022 election has filed this election contest alleging I do not meet the statutory qualifications to hold the office of Auditor-Controller under California

1 Government Code sections 26945 and 26946 and Nevada County Code section A-II 1.9. These
2 authorities require county/auditor candidates to have worked in a "senior fiscal management
3 position" at either a governmental entity, private firm or nonprofit organization for three of the five
4 years preceding taking office.

5 4. I meet (and in fact *exceed*) these requirements.

6 5. I became an independent fiscal consultant in 2012. Since that time, I have served in
7 senior fiscal management positions working with investors, startup companies, venture-funding,
8 and mergers-and-acquisitions. I also have experience serving as a CEO/COO/CFO in multiple
9 instances.

10 6. In terms of my experience over the last five years, in 2018 I entered into an
11 agreement with a client to manage the financial terms of a complex sale of the assets of a \$600
12 million privately-held company. The sale involved dividing the business for sale by the three
13 primary owners of the business, to a potential buyer of the business. (See **Exhibit A** hereto.)

14 7. Under the terms of the contract, I undertook a senior management role overseeing
15 the major financial aspects of the sale. As shown by the signed contract (**Exhibit A**) my
16 responsibilities to this client as provided under section B "Statement of Work" included:

- 17 • "Complete Audit of all expenses, revenue, assets and payroll."
- 18 • "Preparation of EBITDA statement/forecasts."
- 19 • "Preparation of term sheets."
- 20 • "Advisory role in purchase acquisition merger."

21 8. I would estimate this project constituted an average of 40-hours per week beginning
22 February, 1 2018 and lasting until approximately October 30, 2019.

23 9. My compensation for this agreement was agreed to as 0.2% of the sale price of the
24 business, which was approximately \$600 million (or approximately \$1.2 million in compensation)
25 in the form of deferred income.

26 10. On July 1, 2018, I entered into another agreement with another company in a senior
27 fiscal management capacity. (See **Exhibit B** hereto.)

28 11. Under section 3.1 of this agreement ("Project"), my responsibilities to this client

1 included working 40+ hours per week on the project for the company.

2 12. Under the terms of the contract, my full-time duties to this client were described as
3 follows:

- 4 • “Recipient shall be in charge of all aspects of managing the marketing and
5 financing of Company’s intellectual properties identified below.”
- 6 • “Recipient will use their best efforts to manage the sale, production, and financing
7 of both the intellectual property and the products that result from the development
8 and use of the intellectual properties, including but not limited to, financial
9 budgeting and reporting.”

10 13. My work under this agreement began July 1, 2018 and continues to the present,
11 requiring almost daily fiscal management and analysis.

12 14. I estimate the financial value of the company’s intellectual properties under my
13 management is \$60 million.

14 15. My compensation for this agreement was agreed to as:

- 15 • 25% equity in any royalty cash flow;
- 16 • Cash Compensation of 25% if acquired by outside party; or
- 17 • Buyout Compensation of 15% if acquired by a party to the agreement.

18 16. I estimate my total compensation from this contract to be approximately \$15 million
19 over the next 20 years.

20 17. On March 29, 2019, I entered into a further agreement with the same company for
21 additional fiscal management of the company’s other intellectual properties. (See **Exhibit C**
22 hereto.)

23 18. This further agreement also required me to “*devote full time* to the project for the
24 Company,” which I did. (**Exhibit C** (emphasis added).)

25 19. As with my earlier agreement with this client, my responsibilities were:

26 “Recipient shall be in charge of all aspects of managing the
27 marketing and financing of Company’s intellectual
28 properties identified below. ... Recipient will use their best
efforts to manage the sale, production, and financing of both
the intellectual property and the products that result from the

1 development and use of the intellectual properties, including
2 but not limited to, financial budgeting and reporting.”

3 **(Exhibit C.)**

4 20. I estimate the financial value of these additional intellectual properties under my
5 management to be \$50 million, including future royalties over the next 20 years.

6 21. This contract has been in effect since March 29, 2019 and remains in effect. During
7 this time, I worked in a near full-time capacity on behalf of my client, as outlined in the contract.

8 22. My compensation for this agreement was the same as my other agreement with this
9 client:

- 10 • 25% equity in any royalty cash flow;
- 11 • Cash Compensation of 25% if acquired by outside party; or
- 12 • Buyout Compensation of 15% if acquired by a party to the agreement.

13 23. I estimate my total compensation from this contract to be approximately \$12 million
14 over the next 20 years.

15 24. In addition to the foregoing, in July 2021 I was selected to the Grand Jury of Nevada
16 County and conducted financial and fiscal analyses on behalf of the Jury.

17 25. My education and work history prior to becoming a private financial consultant in
18 2012 further establishes that I have spent my entire career in multiple CEO/COO/CFO, Payroll,
19 Financial, and senior fiscal management positions.

20 26. In 1969, I graduated from University of Colorado with a B.A. degree in Economics
21 and Astrogeophysics in less than 4 years.

22 27. I went on to earn an MBA degree in Finance & Quantitative Analysis from the
23 University of Chicago in 1972. Several of my professors are Nobel Prize winners in Economics.

24 28. My entire working career has always included a focus on fiscal management, and
25 involves numerous senior fiscal management positions, including:

- 26 ○ 1969-1973: Youngstown Sheet and Tube – Lead developer for standard cost
accounting Systems.
- 27 ○ 1974-1975: Kraft Foods, Inc. – Developer for companywide order processing,
28 billing and invoicing and accounting systems.

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- 1975-1978: American Management Systems – Principal for development and implementation of New York Integrated Financial systems. Analyzed, designed, implemented a complete rewrite for the financial management systems of New York City following their well-publicized insolvency. This position required me to learn and comply with all of the GASB financial reporting and control standards. The finances of the City of New York were extremely complex, with an operating budget in excess of \$101b today.
- 1978-1982: Rand – Served as the COO/GM for the for-profit sector. My client base was the fortune 50 companies, on a worldwide basis. At my very senior level, I was responsible for a full range of financial and project management functions. My major clients were Citibank, Shell, ICI, GE, Lucas, Dupont and others. My sector was responsible for managing the business, cash flow, sales, and marketing.
- 1983-1987: Integral Systems – Served as Vice-President of development for Public Sector Accounting and Payroll systems. A premier fiscal product for US and Canada, States, and counties. The State of California was one of our first clients. In this position, I developed and executed budgets and expenditures for two-thirds of the company in excess of \$8 million per year.
- 1987-1996: Various Technology Startups – In general, I was asked by investors to analyze, manage product strategy, recruit staff, and oversee all financial activity, some times in excess of \$30 million.
- 1996-2000: Netscape – Served in senior positions, working with investors, clients, and partners, requiring in depth knowledge the effects of eCommerce on all financial aspects of a company.
- 2000-2001: eTime capital – Served as Vice-President of Global Sales, Marketing, Consulting in Top-Tier AP/AR/Treasury services. Required in-depth knowledge of corporate treasury functions inside major banks, and corporations.

29. I am proud of my career in business and fiscal management. I ran for Nevada County Auditor/Controller so I could give back to the community which I have called home for 12 years.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 27th day of July, 2022, at Nevada City, California.



ROB TRIBBLE

EXHIBIT A

EXHIBIT A

NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (this "**Agreement**") is made effective as of 02/01/2018 (the "**Effective Date**"), by and between John D. Maxey (the "**Owner**"), of 13 Sierra Gate Plaza. Bldg. B, Roseville, California 95678, and Robin R. Tribble (the "**Recipient**"), of 13639 Mountain House Road, Nevada City, California 95959.

Information will be disclosed to Robin R. Tribble to determine whether Robin R. Tribble could assist John D. Maxey with the development and execution of a sales plan.

The Owner has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to the Owner, whether or not owned or developed by the Owner, which is not generally known other than by the Owner, and which the Recipient may obtain through any direct or indirect contact with the Owner. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Owner concerning the business, technology and information of the Owner and any third party with which the Owner deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

A. "Confidential Information" does not include:

- matters of public knowledge that result from disclosure by the Owner;
 - information rightfully received by the Recipient from a third party without a duty of confidentiality;
 - information independently developed by the Recipient;
 - information disclosed by operation of law;
 - information disclosed by the Recipient with the prior written consent of the Owner;
- and any other information that both parties agree in writing is not confidential.

B. Statement of Work:

1. Complete Audit of all expenses, revenue, assets and payroll.
2. Preparation of EBITDA statement/forecasts.
3. Preparation of term sheets.
4. Advisory role in purchase acquisition merger.

II. PROTECTION OF CONFIDENTIAL INFORMATION. The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Owner by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Owner which provides the Owner with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential Information, the Recipient agrees as follows:

A. No Disclosure. The Recipient will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Owner.

B. No Copying/Modifying. The Recipient will not copy or modify any Confidential Information without the prior written consent of the Owner.

C. Unauthorized Use. The Recipient shall promptly advise the Owner if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

D. Application to Employees. The Recipient shall not disclose any Confidential Information to any employees of the Recipient, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of the Owner.

III. UNAUTHORIZED DISCLOSURE OF INFORMATION - INJUNCTION. If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Owner shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in part. The Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

IV. NON-CIRCUMVENTION. For a period of five (5) years after the end of the term of this Agreement, the Recipient will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by Owner to Recipient for the purpose of circumventing, the result of which shall be to prevent the Owner from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Owner. If such circumvention shall occur the Owner shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.

V. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of the Owner, the Recipient shall return to the Owner all written materials containing the Confidential Information. The Recipient shall also deliver to the Owner written statements signed by the Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

VI. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

VII. NO WARRANTY. The Recipient acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. THE OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Owner does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.

VIII. LIMITED LICENSE TO USE. The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between the Owner and the Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Owner, even if suggestions, comments, and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

IX. INDEMNITY. Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

X. ATTORNEY'S FEES. In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

XI. TERM. The obligations of this Agreement shall survive Two Years from the Effective Date or until the Owner sends the Recipient written notice releasing the Recipient from this Agreement. After that, the Recipient must continue to protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure indefinitely.

XII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of California. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times in accordance with the term of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.



XIII. WHISTLEBLOWER PROTECTION. This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is

to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

XIV. SIGNATORIES. This Agreement shall be executed by ~~John F. Tribble~~ and Robin R. Tribble and delivered in the manner prescribed by law as of the date first written above.

OWNER:


By:


By: 

Date: 2-1-2018

RECIPIENT:

By:

By: 

Robin R. Tribble

Date: 2/4/2018

EXHIBIT B

EXHIBIT B

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement is entered into effective this 1st day of July, 2018 between [REDACTED] ("Company"), and Robin Tribble ("Recipient").

WHEREAS, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which being hereby acknowledged, and in consideration of Recipient being retained by Company, the parties agree as follows:

1. RESTRICTIVE COVENANTS.

1.1 No Competition. Recipient agrees for a period of four (4) years following the date hereof (the "Non-Compete Period") that he shall not directly or indirectly, either individually or with others, engage or have any interest, as an owner, employee, representative, agent, consultant or otherwise, in any business which is similar to the business conducted by the Company. These covenants shall be deemed separate covenants for each and every state, country and any other governmental entity covered by the non-compete obligation and in the event the covenant for one or more such jurisdictions is determined to be unenforceable the remaining covenants shall continue to be effective. These covenants are not intended to prevent Recipient from using his general knowledge, experience, skill and know-how in a manner that is not competitive, provided Recipient does not use, disclose, divulge or communicate any Confidential Information (as hereinafter defined).

1.2 No Hiring of Others. Further, Recipient agrees that during such Non-Compete Period, he shall not solicit nor employ any person who is employed by the Company during the Non-Compete Period.

1.3 No Solicitation. Recipient further agrees that during such Non-Compete Period he shall not solicit the Company's customers on behalf of him or any other business or entity in competition with the business then conducted by the Company.

2. CONFIDENTIAL INFORMATION.

2.1 Definition. For purposes of this Paragraph 2, the term "Confidential Information" means, in addition to its meaning under applicable law, information which is not generally known in the Company's industry, which has been proprietary to the Company and which has been subject to efforts by the Company to maintain its confidentiality, including but not limited to (i) trade secret information; (ii) information relating to the business of the Company as conducted at any time within the previous ten (10) years and to any of the Company's past or current products, including, without limitation, information about the Company's purchasing, accounting, marketing, selling, or servicing. Without limitation of the foregoing, all information which Recipient has a reasonable basis to consider Confidential Information or which has been treated by the Company as being Confidential Information shall be presumed to be Confidential

Information whether originated by Recipient or by others, and without regard to the manner in which Recipient obtains access to such information.

2.2 No Disclosure. Recipient shall not, at any time during the Non-Compete Period, use or disclose any Confidential Information to any person not employed by the Company without the prior written authorization of the Company except as required by law, court order or governmental demand, provided that Recipient has given the Company prompt, written notice that he believes he is required to disclose same so that the Company has had reasonable opportunity to seek a protective order or other appropriate remedy. Recipient shall exercise prudence and the highest degree of care to safeguard and protect, and to prevent the unauthorized disclosure of, all such Confidential Information. The parties hereto stipulate that all Confidential Information has been acquired by the Company at great expense and substantial effort and is and will be important and material and does and will contribute significantly to the successful conduct of the Company's business and to its goodwill. Information shall not be considered confidential to the extent, but only to the extent, that such information is: (a) already known to the receiving party free of any restriction at the time it is obtained from the other party; (b) subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (c) is or becomes publicly available through no wrongful act of any party; (d) is independently developed by one party without reference to any Confidential Information of any other party or (e) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirements.

2.3 Remedies. The parties agree Recipient's relationship with the Company is unique and special; that in the event of Recipient's material breach of this Agreement or any of its provisions, money damages alone would be an inadequate remedy; that any breach by Recipient of the provisions contained in Paragraphs 1 and 2 would cause immediate and irreparable harm to the Company, that in the event of any breach of this Agreement by Recipient, the Company, in addition to any remedies the Company may have at law, shall have the right to equitable relief, including injunctive relief, against Recipient without posting bond.

2.4 Third Party Beneficiaries. Recipient acknowledges and agrees that the covenants contained in Paragraphs 1 and 2 hereof are expressly intended to benefit the Company and all of its Affiliates, and that for purposes of such Paragraphs the term "Company" shall include all of the Company's Affiliates. The term "Affiliate" shall mean any entity that directly or indirectly through one or more intermediaries controls, is controlled by or under common control with the Company, and any joint venturer or partner of the Company, and "control" means the power, director or indirect, to direct or cause the direction of management and policies, whether through ownership of voting securities, by contract or otherwise.

3. PROJECT.

3.1 Project. Recipient shall devote full time to the project for the Company. Recipient shall be in charge of all aspects of managing the marketing and financing of Company's intellectual properties identified below: Company's Patent Number [REDACTED] described as

[REDACTED]. Recipient will use their best efforts to manage the sale, production, and financing of both the intellectual property and the products that result from the development and use of the intellectual properties, including but not limited to, financial budgeting and reporting.

4. MISCELLANEOUS.

4.1 Assignment. Recipient may not assign all or any portion of his rights, nor may he delegate his duties and obligations, under this Agreement. Company may assign this Agreement and its rights hereunder. Any other purported assignment or delegation made without such written consent shall be null and void.

4.2 Further Documents. Each party at any time and from time to time, whether before or after the date hereof, agrees upon the request of the other party to execute, acknowledge, and deliver any further documents or instruments that are necessary or desirable to carry out the terms of this Agreement or that are reasonably requested by the other party, and to take any other action to effect fully the purpose of this Agreement.

4.3 Successors and Assigns. All of the terms and provisions of this Agreement and the parties' respective rights and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective and permitted successors and assigns.

4.4 Attorney's Fees. If any arbitration, litigation, or other legal proceeding occurs between the parties relating to this agreement, the prevailing party shall be entitled to recover (in addition to any other relief awarded or granted) its reasonable costs and expenses (including attorney's fees) incurred in the proceeding and any appeal therefrom.

4.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be modified to conform with the law rather than voided, if possible, in order to achieve the intent of the parties to the full extent possible. In any event, all other provisions of the Agreement shall be deemed valid and enforceable to the full extent possible.

4.6 Delay. Either party's delay or failure to enforce or exercise any provision of this Agreement or rights existing hereunder shall not in any way be construed as or constitute a waiver of any such provision or right, or prevent that party thereafter from enforcing each and every other provision or right of this Agreement.

4.7 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the matters addressed herein and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, among the parties hereto with respect to such subject matter, all of which prior agreements, understandings, negotiations and discussions or portions thereof, both written and oral, are merged into this Agreement.

4.8 Modification. No course of dealing shall be effective to amend, modify or change any provision of this Agreement. The provisions of this Agreement may be amended, modified or changed only by an instrument in writing signed by each of the parties hereto.

4.9 Survival. Any provisions, agreement, covenants, or representations contained in this Agreement which are expressly or by implication to come into or remain in force following the termination or expiration of this Agreement shall survive such termination or expiration.

4.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument and which shall have the same force and effect as the original instrument, and all of which shall constitute one and the same agreement.

4.11 Notices. All notices and other communications provided for hereunder shall be in writing and shall be deemed to be given when delivered in person or deposited in the mail, first class, registered or certified, return receipt requested with proper postage prepaid, or transmitted by facsimile and:

If to Company: [REDACTED]
Attn: [REDACTED]


If to Recipient:
Attn: Robin Tribble

4.12 Governing Law and Venue. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California and venue shall be in Placer County, California.

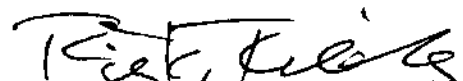
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COMPANY

RECIPIENT



By: [REDACTED]



By: Robin Tribble

EXHIBIT C

EXHIBIT C

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement is entered into effective this 29th day of March, 2019 between [REDACTED] ("Company"), and Robin Tribble ("Recipient").

WHEREAS, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which being hereby acknowledged, and in consideration of Recipient being retained by Company, the parties agree as follows:

1. RESTRICTIVE COVENANTS.

1.1 No Competition. Recipient agrees for a period of four (4) years following the date hereof (the "Non-Compete Period") that he shall not directly or indirectly, either individually or with others, engage or have any interest, as an owner, employee, representative, agent, consultant or otherwise, in any business which is similar to the business conducted by the Company. These covenants shall be deemed separate covenants for each and every state, country and any other governmental entity covered by the non-compete obligation and in the event the covenant for one or more such jurisdictions is determined to be unenforceable the remaining covenants shall continue to be effective. These covenants are not intended to prevent Recipient from using his general knowledge, experience, skill and know-how in a manner that is not competitive, provided Recipient does not use, disclose, divulge or communicate any Confidential Information (as hereinafter defined).

1.2 No Hiring of Others. Further, Recipient agrees that during such Non-Compete Period, he shall not solicit nor employ any person who is employed by the Company during the Non-Compete Period.

1.3 No Solicitation. Recipient further agrees that during such Non-Compete Period he shall not solicit the Company's customers on behalf of him or any other business or entity in competition with the business then conducted by the Company.

2. CONFIDENTIAL INFORMATION.

2.1 Definition. For purposes of this Paragraph 2, the term "Confidential Information" means, in addition to its meaning under applicable law, information which is not generally known in the Company's industry, which has been proprietary to the Company and which has been subject to efforts by the Company to maintain its confidentiality, including but not limited to (i) trade secret information; (ii) information relating to the business of the Company as conducted at any time within the previous ten (10) years and to any of the Company's past or current products, including, without limitation, information about the Company's purchasing, accounting, marketing, selling, or servicing. Without limitation of the foregoing, all information which Recipient has a reasonable basis to consider Confidential Information or which has been treated by the Company as being Confidential Information shall be presumed to be Confidential

Information whether originated by Recipient or by others, and without regard to the manner in which Recipient obtains access to such information.

2.2 No Disclosure. Recipient shall not, at any time during the Non-Compete Period, use or disclose any Confidential Information to any person not employed by the Company without the prior written authorization of the Company except as required by law, court order or governmental demand, provided that Recipient has given the Company prompt, written notice that he believes he is required to disclose same so that the Company has had reasonable opportunity to seek a protective order or other appropriate remedy. Recipient shall exercise prudence and the highest degree of care to safeguard and protect, and to prevent the unauthorized disclosure of, all such Confidential Information. The parties hereto stipulate that all Confidential Information has been acquired by the Company at great expense and substantial effort and is and will be important and material and does and will contribute significantly to the successful conduct of the Company's business and to its goodwill. Information shall not be considered confidential to the extent, but only to the extent, that such information is: (a) already known to the receiving party free of any restriction at the time it is obtained from the other party; (b) subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (c) is or becomes publicly available through no wrongful act of any party; (d) is independently developed by one party without reference to any Confidential Information of any other party or (e) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirements.

2.3 Remedies. The parties agree Recipient's relationship with the Company is unique and special; that in the event of Recipient's material breach of this Agreement or any of its provisions, money damages alone would be an inadequate remedy; that any breach by Recipient of the provisions contained in Paragraphs 1 and 2 would cause immediate and irreparable harm to the Company, that in the event of any breach of this Agreement by Recipient, the Company, in addition to any remedies the Company may have at law, shall have the right to equitable relief, including injunctive relief, against Recipient without posting bond.

2.4 Third Party Beneficiaries. Recipient acknowledges and agrees that the covenants contained in Paragraphs 1 and 2 hereof are expressly intended to benefit the Company and all of its Affiliates, and that for purposes of such Paragraphs the term "Company" shall include all of the Company's Affiliates. The term "Affiliate" shall mean any entity that directly or indirectly through one or more intermediaries controls, is controlled by or under common control with the Company, and any joint venturer or partner of the Company, and "control" means the power, director or indirect, to direct or cause the direction of management and policies, whether through ownership of voting securities, by contract or otherwise.

3. PROJECT.

3.1 Project. Recipient shall devote full time to the project for the Company. Recipient shall be in charge of all aspects of managing the marketing and financing of Company's intellectual properties identified below. Company's Patent Number [REDACTED] described as [REDACTED]

██████████ Recipient will use their best efforts to manage the sale, production, and financing of both the intellectual property and the products that result from the development and use of the intellectual properties, including but not limited to, financial budgeting and reporting.

4. MISCELLANEOUS.

4.1 Assignment. Recipient may not assign all or any portion of his rights, nor may he delegate his duties and obligations, under this Agreement. Company may assign this Agreement and its rights hereunder. Any other purported assignment or delegation made without such written consent shall be null and void.

4.2 Further Documents. Each party at any time and from time to time, whether before or after the date hereof, agrees upon the request of the other party to execute, acknowledge, and deliver any further documents or instruments that are necessary or desirable to carry out the terms of this Agreement or that are reasonably requested by the other party, and to take any other action to effect fully the purpose of this Agreement.

4.3 Successors and Assigns. All of the terms and provisions of this Agreement and the parties' respective rights and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective and permitted successors and assigns.

4.4 Attorney's Fees. If any arbitration, litigation, or other legal proceeding occurs between the parties relating to this agreement, the prevailing party shall be entitled to recover (in addition to any other relief awarded or granted) its reasonable costs and expenses (including attorney's fees) incurred in the proceeding and any appeal therefrom.

4.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be modified to conform with the law rather than voided, if possible, in order to achieve the intent of the parties to the full extent possible. In any event, all other provisions of the Agreement shall be deemed valid and enforceable to the full extent possible.

4.6 Delay. Either party's delay or failure to enforce or exercise any provision of this Agreement or rights existing hereunder shall not in any way be construed as or constitute a waiver of any such provision or right, or prevent that party thereafter from enforcing each and every other provision or right of this Agreement.

4.7 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the matters addressed herein and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, among the parties hereto with respect to such subject matter, all of which prior agreements, understandings, negotiations and discussions or portions thereof, both written and oral, are merged into this Agreement.

4.8 Modification. No course of dealing shall be effective to amend, modify or change any provision of this Agreement. The provisions of this Agreement may be amended, modified or changed only by an instrument in writing signed by each of the parties hereto.

4.9 Survival. Any provisions, agreement, covenants, or representations contained in this Agreement which are expressly or by implication to come into or remain in force following the termination or expiration of this Agreement shall survive such termination or expiration.

4.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument and which shall have the same force and effect as the original instrument, and all of which shall constitute one and the same agreement.

4.11 Notices. All notices and other communications provided for hereunder shall be in writing and shall be deemed to be given when delivered in person or deposited in the mail, first class, registered or certified, return receipt requested with proper postage prepaid, or transmitted by facsimile and:

If to Company: [REDACTED]

Attn: [REDACTED]

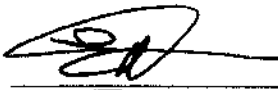
If to Recipient:

Attn: Robin Tribble

4.12 Governing Law and Venue. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California and venue shall be in Placer County, California.

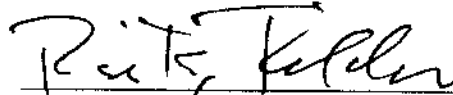
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COMPANY



By: [REDACTED]

RECIPIENT



By: Robin Tribble