



TRIPLE CROWN

Opportunity. Ingenuity. Energy.

10814 Jollyville Road | Building IV, Suite 100 | Austin, TX 78759 | (512) 331-8880 (Office) |

TRIPLE CROWN EMPLOYEE OFFER AND AGREEMENT

This Triple Crown Employee Offer and Agreement (this “**Agreement**”), made this 02/28/2022 (the “**Effective Date**”) by and between Andrew Sharp (“**Triple Crown Employee**”) and Triple Crown Consulting, LLC (“**Triple Crown**”). Triple Crown Employee and TCC are each also referred to herein individually as a “**Party**” or collectively as the “**Parties.**”

Whereas, TCC is a technology recruiting agency engaged in the business of placing contract employees to perform services on a temporary basis with third-party businesses.

Whereas, Triple Crown Employee seeks placement on a temporary basis by TCC with the third-party business named in Section 1 herein (“**Client**”).

In consideration of these mutual covenants, the Parties agree as follows:

1. **Employment Details.** TCC hereby offers Triple Crown Employee the following position, and Triple Crown Employee accepts the following position, on the terms and conditions set forth herein:

Position: Embedded Software Engineer

Client: Lucid Motors

Client Phone: 669-242-6926

Report to: Prateek Khatri

Start Date: 03/14/2022

Normal Work Hours: 40

(Subject to change or cancellation by the above-named Client)

Description of Services/Qualifications: Contractor

2. **Position / Job duties.** Triple Crown Employee will be assigned to Client named in Section 1 above to fill a full-time position of Embedded Software Engineer. Triple Crown Employee will render services that are consistent with the position, responsibilities, and scope described in Section 1 above (“**Services**”). Triple Crown Employee understands that s/he shall be an employee of TCC for duration of her/his placement with and performance of the Services for Client.
3. **Compensation.**
 - (a) Rate. Triple Crown Employee shall be paid hourly at a rate of **\$90.00** per hour and an overtime rate of **\$135.00** per hour, payable weekly in accordance with Section 3(b) hereof. Triple Crown Employee agrees that it shall not performed any Services at the overtime rate unless specifically requested and pre-approved by requested and pre-approved by Client in writing.

- (i) Triple Crown Employee acknowledges and agrees that TCC has the exclusive authority to negotiate with Client regarding the rate at which the Services are to be performed. Triple Crown Employee acknowledges and agrees that pay rates involves sensitive and confidential information, and hereby agrees not to divulge its pay rates to Client, manager, other contractor, or third party.
- (b) Timesheets and Payroll. Triple Crown Employee will submit timesheets to be approved and signed by Client representative on a weekly basis by 12am CST every Saturday for Services performed during the prior week. Paychecks are deposited or mailed on the following Friday, subject to the terms of this Section 3.
 - (ii) Copies of timesheets may be submitted by online portal, email to ts@tripleco.com, or by faxing to 512- 233-5341 by Saturday at midnight CST, or as otherwise agreed in writing between TCC and Triple Crown Employee. If timesheets are not received by the Saturday at midnight deadline, this will cause a delay in paychecks until the following pay period. Timesheets must be subsequently approved by Client representative no later than 5pm CST on the Tuesday following the prior week ending. Triple Crown Employee's failure to obtain a Client approved timesheet by 5 p.m. CST on Tuesday will result in a delay of payment that week for hours worked. Triple Crown Employee acknowledges and agrees that payment for Services may be delayed to the extent a timesheet is reasonably disputed by Client and additional verification of hours worked by Triple Crown Employee is required by Triple Crown.

4. Benefits.

- (a) TCC Benefits. Triple Crown Employee will be eligible to participate in TCC's employee benefits plan (the "**Plan**") and will be able to enroll with the Plan on the first day of the month following a 45-day waiting period. The Plan details are available for review by Triple Crown Employee and Triple Crown Employee understands and acknowledges that TCC retains the right to amend, modify, rescind, delete, supplement or add to the Plan or any of its existing employee benefit programs, at TCC's sole and absolute discretion, as permitted by law.
- (b) Client Benefits. Triple Crown Employee acknowledges and agrees that it will not at any time during its performance of the Services for Client be entitled, or eligible, to participate in any benefits given or extended by Client to the employees of Client.

5. Non-Disclosure of Prior Employers' Confidential Information and No Conflicting Obligation.

- (a) Prior Employers' Information. Triple Crown Employee will not disclose to TCC or to Client or induce TCC or Client to use any confidential or proprietary information belonging to any prior employer of Triple Crown Employee, or any other third party. Triple Crown Employee also represents and warrants that s/he has not taken or retained, and is not in possession of, any confidential or proprietary business materials or documents belonging to any prior employer or third party. Triple Crown Employee acknowledges that TCC has advised Triple Crown Employee that s/he are strictly prohibited from bringing such materials or documents onto TCC or Client's premises, providing such materials or documents to TCC or Client personnel, or using such materials or documents in connection with Triple Crown Employee's employment with TCC, including, but not limited to, Triple Crown Employee's performance of the Services for Client.
- (b) No Conflicting Obligations. Triple Crown Employee represents and warrants to TCC that the performance of the Services for the Client will not violate, cause the breach of, or conflict with any prior agreement, contract, or understanding between Triple Crown Employee and any third party or otherwise violate any confidence of another. Triple Crown Employee represents and warrants that s/he are not subject to any post-employment restrictions that would prohibit or limit her/his employment by TCC or placement with Client. Moreover, Triple Crown Employee agrees that s/he will not enter into any agreement either written or oral in conflict with this Agreement.

6. Client Confidentiality and Intellectual Property.

- (a) Non-Disclosure and Innovation Assignment. Triple Crown Employee acknowledges and agrees that as part of his performance of the Services for Client, Triple Crown Employee will have access to, be provided with, and/or contribute to information of Client's which is confidential and proprietary in nature. Triple Crown Employee further understands and agrees that Client owns all work product and deliverables (and resulting intellectual property therein) that result from Triple Crown Employee's performance of the Services (the "**Work Product**"). In furtherance of this understanding, Triple Crown Employee agrees that it shall execute a Non-Disclosure and Innovation Assignment, in substantially the form provided by TCC, in favor of Client prior to its start date identified in Section 1 hereof.
 - (b) Triple Crown Employee Access. In the event Triple Crown Employee is provided access to Client's network, computer systems or software for the purpose of performing the Services for Client hereunder, Triple Crown Employee (i) shall use such access solely for the purpose of performing the Services, (ii) if accessed remotely, shall obtain access through a secure connection and in accordance with any applicable policies of Client, and (iii) shall access only such equipment, software, systems, and/or databases that are necessary for the performance of the Services.
 - (c) Work Product Security. Triple Crown Employee agrees that the Work Product will be free from any and all (i) "time bombs", time-out or deactivation functions or other means designed to terminate the operation of Client (other than at the direction of the user); (ii) "back doors" or other means whereby Supplier or any other party may remotely access and/or control Client's network or systems without Client's express authorization; (iii) any functions whereby the Work Product transmits data to any destination not specified by Client; (iv) copy prevention mechanisms; (v) functions or routines that will surreptitiously delete or corrupt data in such a manner as to interfere with the normal operation of the Work Product; or (vi) computer viruses.
7. **Return of Client Property**. At the completion of the performance of such Services, or any earlier termination thereof, Triple Crown Employee shall be responsible for (1) returning to Client all Client building access badges and keys provided to Triple Crown Employee (if the Services are performed on-site at Client facilities); (2) returning to Client any and all Client equipment, tools, electronic devices, and other personal property provided to Triple Crown Employee in order to provide or in support of the Services, if any; (3) returning to Client any and all Client information, documentation, and data provided to Triple Crown Employee in order to provide or in support of the Services; and (4) providing Client with any and all deliverables and work product that result from the Services. To the extent that Triple Crown Employee has remote access to any of the foregoing materials, Triple Crown Employee shall promptly return any physical items to Client and shall delete or otherwise destroy such materials as are maintained through such remote access. Upon the completion or any earlier termination of the performance of the Services hereunder, Triple Crown Employee shall promptly execute and deliver a certificate to TCC, satisfactory in form and content to TCC, as to the return, and if applicable, destruction, of such materials in accordance with this Section.
8. **Employment At-Will**. This Agreement does not constitute a contract of employment for any period of time. Triple Crown Employee's employment with TCC will be on an at-will basis which means your employment may be terminated at any time by Triple Crown Employee or TCC, with or without cause and with or without advance notice; provided, however, that Triple Crown Employee shall use best efforts to provide five days' notice to both TCC and Client of termination of this employment relationship. The at-will nature of the employment relationship may not be modified or amended except by written agreement signed by TCC and Triple Crown Employee.
9. **Proprietary Information Restrictive Covenants**.
- (a) As an employee of TCC, Triple Crown Employee will have access to and/or be provided with Proprietary Information (as defined herein) concerning TCC's operations, Client, other TCC clients, and services. "Proprietary Information" as used herein means (a) any information that is confidential or proprietary, technical or non-technical information of TCC, including for example and without limitation, proprietary software programs and applications developed by TCC, false starts or attempted technological development no longer being pursued by TCC, concepts, techniques, processes, methods, systems,

designs, computer programs, source documentation, trade secrets (including, but not limited to, other employee evaluations, assessments, personal information, and compensation), formulas, development or experimental work, work in progress, TCC financial information, forecasts, proposed and future products, marketing plans, referral sources, promotions, products and services (actual and proposed), product and service development, business plans, sales, sales pipeline, contract employees (including, but not limited to, such contract employee's skillsets, availability, compensation, and history), clients (including, but not limited to, information related to TCC's business relationship with Client), contractors, consultants, customers, and suppliers, employee personal information, pricing and compensation information and any other nonpublic information that has commercial value and (b) any information TCC has received from others that TCC is obligated to treat as confidential or proprietary, including any such information received from Client, which may be made known to Triple Crown Employee by TCC, a third party or otherwise that Triple Crown Employee may learn during Triple Crown Employee's employment with TCC. Any confidential and proprietary information which Triple Crown Employee receives directly from Client (or a third party on behalf of Client) during its assignment to Client hereunder shall be governed by the Non-Disclosure and Innovation Assignment to be executed by Triple Crown Employee in accordance with Section 6 hereof.

- (b) All Proprietary Information and all worldwide patents (including, but not limited to, any and all patent applications, patents, continuations, continuation-in-parts, reissues, divisionals, substitutions, and extensions), copyrights, mask works, trade secrets and other worldwide intellectual property and other rights in and to the Proprietary Information are the property of TCC, TCC's assigns, TCC's clients, and TCC's suppliers, as applicable. Triple Crown Employee will not disclose any Proprietary Information to anyone outside TCC, and Triple Crown Employee will use and disclose Proprietary Information to those inside TCC only as necessary to perform its duties as an employee of TCC. If Triple Crown Employee has any questions as to whether information is Proprietary Information, or to whom, if anyone, inside TCC, any Proprietary Information may be disclosed, Triple Crown Employee will ask their recruiter at TCC.
- (c) Triple Crown Employee understands that the nature of its position gives it access to and knowledge of Proprietary Information and places it in a position of trust and confidence with TCC. Triple Crown Employee further understand and acknowledge that the services it provides to TCC are unique, special or extraordinary, and that TCC's ability to reserve Proprietary Information is of great competitive importance and commercial value to TCC, and that improper use or disclosure by me is likely to result in unfair or unlawful competitive activity.

- 10. Payments subject to withholdings and deductions.** The amount of any payment made to Triple Crown Employee by TCC as set forth in this Agreement will be reduced by any required taxes, withholdings, and other authorized employee deductions as may be required by law or as Triple Crown Employee elected under the applicable Plan.
- 11. Company policies.** At all times during Triple Crown Employee's employment, Triple Crown Employee is expected to observe, respect and comply with all policies and procedures of TCC, whether written or oral, and shall comply with all disclosed or posted policies, rules, and procedures of Client applicable to Triple Crown Employee's performance of the Services for Client.
- 12. Employment eligibility.** Triple Crown Employee's employment with TCC is contingent upon completing the Form I-9 (Employment Eligibility Verification) concurrently with Triple Crown Employee's execution of this Agreement. TCC participates in E-Verify and will provide the federal government with Triple Crown Employee's Form I-9 information to confirm that Triple Crown Employee is authorized to work in the U.S. If E-Verify cannot confirm that Triple Crown Employee is authorized to work, TCC shall provide Triple Crown Employee written instructions and an opportunity to contact Department of Homeland Security or Social Security Administration in order for Triple Crown Employee to begin to resolve the issue before TCC can take any action against Triple Crown Employee, including terminating Triple Crown Employee's

employment. TCC can only use E-Verify once Triple Crown Employee has accepted a job offer and completed the Form I-9.

- 13. Employment screening.** Triple Crown Employee’s employment with TCC is contingent upon Triple Crown Employee’s satisfactory completion and passing of employment screening that includes criminal background, reference checks, employment and education history verification, drug testing, credit checks, and/or other applicable pre-employment screenings, as requested by Client and as permitted by law. Triple Crown Employee understand and agree that, during Triple Crown Employee’s employment, TCC may require Triple Crown Employee to consent to and satisfactorily complete additional periodic employment screening.
- 14. Governing law.** The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of Texas.
- 15. Waiver.** No waiver by TCC of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by TCC of any right under this Agreement will be construed as a waiver of any other right. TCC will not be required to give notice to enforce strict adherence to all terms of this Agreement.
- 16. Severability.** If any provision, term, covenant or obligation of this Agreement, or its application, is held invalid, unenforceable, or unlawful, such invalidity, unenforceability or unlawfulness, shall not affect the other provisions, terms, covenants or obligations of this Agreement, or their application, which all shall remain valid and enforceable in full force and effect to the extent permitted by law.
- 17. Successors and assigns.** This Agreement will be binding upon your heirs, executors, administrators, and other legal representatives and will be for the benefit of TCC, its successors, and its assigns.
- 18. Survival.** The provisions of this Agreement shall survive the assignment of this Agreement by TCC to any successor in interest or other assignee.
- 19. Section headings.** The section headings appearing in this Agreement have been inserted for the purpose of convenience and reference only and shall not limit or affect the meaning or interpretation of this Agreement in any way whatsoever.
- 20. Notices.** All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any Party to any other Party pursuant to this Agreement (a “**Notice**”) shall be in writing and shall be (1) delivered personally; (2) mailed by first-class, registered, or certified mail, return receipt requested, postage prepaid, or by overnight courier; or (3) sent by e-mail. All Notices shall be sent to the addresses and/or e-mail addresses set forth below, or to such other address or individual as the Parties may designate in writing from time to time. All Notices shall be effective upon receipt.

If to Triple Crown:

10 814 Jollyville Rd. Bldg. IV, Ste.100, Austin, TX
78759

Attn: Vu Ha

Email: vu@tripleco.com

If to Triple Crown Employee:

Attn: Andrew Sharp

Email: andy@tigerand.com

With a copy to:

10814 Jollyville Rd.

Bldg. IV, Ste. 100

Austin, TX 78759

Attn: Vanessa Fucciani, Director of Operations

Email: vanessa@tripleco.com.

21. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement shall be settled in accordance with the Employee Arbitration Agreement, attached hereto as Attachment A and made a part hereof.

22. Defend Trade Secret Act Trade Secret Disclosure Notice.

- (a) NOTICE is hereby given that this Agreement does not affect any immunity under 18 U.S.C. §§ 1833(b)(1) or (2). For the purposes of these subsections only, which are reproduced below, individuals performing work as contractors or consultants are considered to be employees.
- (b) 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 (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
- (c) 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 (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

23. Entire agreement. This Agreement, which includes all enclosures and attachments, sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements of the parties, whether oral or written.

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IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed this Agreement as of the first date indicated above.

Triple Crown Employee:

Andrew Sharp

By: _____

Name:

Title:

Date: _____

Triple Crown:

Triple Crown Consulting, LLC

By: _____

Name:

Title:

Date: _____

Attachment A

EMPLOYEE ARBITRATION AGREEMENT

(for California employees)

Triple Crown Consulting, LLC (the “*Company*”), and the undersigned (“*Employee*”, and together with the Company, the “*Parties*”) hereby agree that, to the fullest extent permitted by law, any and all claims or controversies between them (or between Employee and any present or former officer, director, agent, or employee of the Company or any parent, subsidiary, or other entity affiliated with the Company) relating in any manner to the employment or the termination of employment of Employee, including but not limited to the interpretation, applicability, or enforceability of this Employee Arbitration Agreement (this “*Agreement*”), shall be resolved by final and binding arbitration. The arbitration of any dispute is intended to facilitate a prompt, fair and efficient resolution of covered disputes. Except as specifically provided herein, any arbitration proceeding shall be conducted in accordance with the Employment Arbitration Rules and Mediation Procedures of JAMS (the “*JAMS Rules*”), available at <https://www.jamsadr.com/rules-employment-arbitration/> or provided upon request by the Company. Claims subject to arbitration, which shall be decided exclusively by the arbitrator, include, but are not limited to, the interpretation, applicability, or enforceability of this Agreement, potential claims relating to employment and termination of employment, claims for violation of local, state or federal law, statute, regulation or ordinance or common law to the fullest extent permitted by law, whether such claims seek equitable relief, injunctive relief, damages or penalties including, but not limited to any claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Pregnancy Discrimination Act, the False Claims Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Equal Pay Act, the Fair Credit Reporting Act, the Occupational Safety and Health Act, the Employee Retirement Income Security Act, the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Sarbanes-Oxley Act of 2002, the Worker Adjustment and Retraining Notification Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Uniformed Services Employment and Reemployment Rights Act, the Genetic Information Nondiscrimination Act, and any other federal, state, or local law (statutory, regulatory, or otherwise), if any, addressing the same or similar subjects including, but not limited to, the California Fair Employment and Housing Act (“*Claims*”). This Agreement pertains to all such disputes between the Parties and applies to all employment-related actions brought against any employee, officer, director, agent, benefit plan administrator, successor or assign of the Company which arise out of or relate to their actions on behalf of the Company. However, claims for unemployment compensation, workers’ compensation, claims under the National Labor Relations Act, and other claims excluded by law shall not be subject to arbitration (the “*Excluded Claims*”). The Parties agree that if any dispute involves both timely filed Excluded Claims and Claims subject to this Agreement, the Parties agree to bifurcate and stay for the duration of the arbitration proceedings any such excluded claims.

Except to the extent that representative claims under California’s Private Attorney General Act (“PAGA”) are excluded from this Agreement, Employee agrees that all Claims must be brought in his or her individual capacity, and not as a plaintiff or participating class member in any purported class, collective, or consolidated proceeding, and Employee expressly waives any right Employee had or may have had to have any dispute brought, heard, or arbitrated as a class action and/or as a collective action. The arbitrator has no authority to adjudicate class, collective, or consolidated proceedings, other than to enforce this provision. Also except for Excluded Claims and as provided otherwise by law and herein, Employee further understands and agrees that Employee may not bring any Claims as a plaintiff or participating class member in any purported representative action or proceeding, and Employee expressly waives any right Employee had or may have had to have any dispute brought, heard, or arbitrated as a representative action. The arbitrator has no authority to adjudicate representative proceedings, other than to enforce this provision. This class action waiver shall be

interpreted consistent with applicable federal law and state law to the extent it is not preempted by federal law.

A neutral and impartial arbitrator shall be chosen by mutual agreement of the Parties; however, if the Parties are unable to agree upon an arbitrator within a reasonable period of time, then a neutral and impartial arbitrator shall be appointed in accordance with the arbitrator nomination and selection procedure set forth in the JAMS Rules. The arbitrator shall have the power to enter any award that could be entered by a judge of the trial court of the state in which the Employee is employed at the time the claim arose, and only such power, and shall follow the law. The Parties agree to abide by and perform any award rendered by the arbitrator. The arbitrator shall issue a reasoned opinion, in writing, and therein state the essential findings of fact and conclusions of law on which the decision and award, if any, is based. The arbitration proceedings will allow for reasonable discovery under the JAMS Rules, and the arbitrator selected according to this Agreement shall decide all discovery disputes. The arbitrator shall apply the same substantive law, with the same statutes of limitations and same remedies that would apply if the Claims were brought in a court of law. The arbitrator shall have the authority to consider and decide pre-hearing motions, including dispositive motions. The Parties agree that the arbitration proceedings themselves will be considered confidential, and no outcome or award will be published by the arbitrator or the Parties, whether directly or through their agents. Judgment on the award may be entered in any court which would otherwise have had jurisdiction over the matter. The Parties agree that the arbitrator's decision is final, conclusive and binding, and that they will abide by and perform any award rendered by the arbitrator

Either the Company or Employee may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Except as otherwise provided in this Agreement, neither Party shall initiate or prosecute any lawsuit in any way related to any arbitrable claim, including without limitation any claim as to the making, existence, validity, or enforceability of the agreement to arbitrate. All arbitration hearings under this Agreement shall be conducted in the State of California, within 30 miles of Employee's primary worksite. In ruling on procedural and substantive issues raised in the arbitration itself, the Arbitrator shall in all cases apply the substantive law of the State of California. This Agreement is governed by the Federal Arbitration Act (9 U.S.C. § 1, *et seq.*) and relates to matters involving interstate commerce.

Nothing in this Agreement precludes a Party from filing an administrative charge before an agency that has jurisdiction over an arbitrable claim. In addition, either Party may, at its option, seek injunctive relief in a court of competent jurisdiction.

The Company shall bear the costs of the arbitrator, forum and filing fees. Each Party shall pay its own costs and attorney's fees, unless a Party prevails on a statutory claim, and the statute provides that the prevailing Party is entitled to payment of its attorneys' fees. In that case, the arbitrator may award reasonable attorneys' fees and costs to the prevailing Party as provided by law.

This Agreement is not, and shall not be construed to create, any contract of employment, express or implied. This Agreement does not alter Employee's at-will employment status. Either Employee or the Company may terminate Employee's employment at any time, for any reason or no reason, with or without prior notice.

If any provision of this Agreement shall be held by a court or the arbitrator to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by law, and the remainder of this Agreement shall remain in full force and effect. The Parties' obligations under this Agreement shall survive the termination of Employee's employment with the Company and the expiration of this Agreement.

The Company and Employee understand and agree that this Arbitration Agreement contains a full and complete statement of any agreements and understandings regarding resolution of disputes between the Parties, and the Parties agree that this Arbitration Agreement supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Agreement. The Parties also agree that the terms of this Arbitration Agreement cannot be revoked or modified except in a written document signed by both Employee and the Company Chief Executive Officer.

THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT THIS AGREEMENT IS NOT A CONDITION OF EMPLOYMENT. THE PARTIES ALSO UNDERSTAND AND AGREE THAT THIS AGREEMENT CONSTITUTES A WAIVER OF THEIR RIGHT TO A TRIAL BY JURY OF ANY CLAIMS OR CONTROVERSIES COVERED BY THIS AGREEMENT. THE PARTIES AGREE THAT NONE OF THOSE CLAIMS OR CONTROVERSIES SHALL BE RESOLVED BY A JURY TRIAL.

THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH THEIR LEGAL COUNSEL AND HAVE AVAILED THEMSELVES OF THAT OPPORTUNITY TO THE EXTENT THEY WISH TO DO SO.

Triple Crown Employee:

Triple Crown:

Andrew Sharp

Triple Crown Consulting, LLC

By: _____

By: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____

Unethical Competitor Awareness Disclosure

Triple Crown has secured this consulting arrangement for you through the hard work and business development efforts of our sales team.

It's a competitive world and information is a powerful and necessary currency in our business. We are in a field where outstanding competition forces us to elevate our own performance, which often results in positive results for us.

Unfortunately, we are also aware of a few unscrupulous competitors, who may engage in unethical methods to glean information from you now that you have this contract. In an effort to better safeguard our business efforts, we wanted to provide you with better awareness of these tactics:

Here is some guidance on what you can do to help keep information secure and confidential:

1. Only communicate with employees from Triple Crown whom you personally know.
2. In the event you get a call from someone who claims to work at Triple Crown, take down the name and number. Then call someone you do know at Triple Crown to make sure the call is valid.
3. Don't always trust your caller ID. Some of our competitors have found a way to falsely mask their lines with our phone numbers. If something doesn't feel right, trust your instincts and call your Triple Crown rep.
4. If you unintentionally disclose something and later learn that you were a victim of an unethical social engineering tactic, please inform us immediately.
5. Finally, thank you for giving us the opportunity to represent you. It's our goal to act as your employment agent with the highest quality service on this assignment and all of your future assignments.

I acknowledge I have read this document:

Triple Crown Employee:

Andrew Sharp

By: _____

Name:

Title:

Date: _____

Triple Crown:

Triple Crown Consulting, LLC

By: _____

Name:

Title:

Date: _____

Non-Disclosure and Invention Agreement

In consideration of my employment with Triple Crown Consulting, LLC (hereinafter “**Triple Crown**”), and my assignment (the “**Assignment**”) by Triple Crown to perform the services set forth on **Attachment A** hereto (the “**Services**”), which will entail work for **Lucid Motors** (hereinafter “**Company**”) pursuant to the Master Service and Placement Agreement between Company and Triple Crown (the “**Master Agreement**”), I, **Andrew Sharp**, the undersigned individual, hereby enter into this Non-Disclosure and Invention Assignment Agreement (this “**Agreement**”) as of this 02/28/2022, in favor of Company, and acknowledge and agree as follows:

AGREEMENT

1. Intellectual Property.

- a. I agree that Company owns all right, title and interest (including all intellectual property rights of any sort throughout the world) relating to any and all inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by or for or on behalf of me during the term of this Agreement that relate to the subject matter of or arise out of or in connection with the Services or any Confidential Information (as defined below) (collectively, “**Inventions**”). I agree to make Company aware of any such Inventions. I hereby make all assignments necessary to accomplish the foregoing ownership. On request and at Company’s expense, I agree to help Company to further evidence, record and perfect such assignments. This includes providing data, plans, specifications, descriptions, documentation, and other information, as well as assisting Company in completing any required application or registration. If I fail to assist Company in advancing these actions, I hereby am deemed to designate Company as my agent-in-fact and Company is authorized to act on behalf of me in pursuing any intellectual property rights.
- b. If any part of the Services or Inventions or information provided hereunder is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating technology or intellectual property rights owned by or licensed to me (or any person involved in the Services) and not assigned hereunder, I hereby grant Company and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such technology and intellectual property rights in support of Company’s exercise or exploitation of the Services, Inventions, other work or information performed or provided hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them).
- c. I represent, warrant and covenant that (i) all work resulting from the performance of the Services shall be my original work and none of the Services or Inventions nor any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, me); and (ii) I have the full right to provide Company with the assignments and rights provided for herein (and have written enforceable agreements with all persons necessary to give me the rights to do the foregoing and otherwise fully perform this Agreement).
- d. I waive all moral rights to any Inventions, including, but not limited to, the right to the integrity of the Inventions, the right to be associated with the Inventions, as its author by name or under a pseudonym and the right to remain anonymous.

2. Confidential Information.

- a. I recognize and acknowledge that, by virtue of performing the Services, I will have access to and will be provided with certain information of Company that is confidential and constitutes valuable, special, and unique property of Company (“**Confidential Information**”). I will not, at any time, either during the term of this Agreement or subsequent to the expiration or any termination of this Agreement, without the prior written consent of Company, disclose to others, use, copy, or permit to be copied or used, except as may be otherwise permitted hereunder, any such Confidential Information of Company including, without limitation, trade secrets, costs, prices, suppliers, customers, marketing plans, business plans, methods and protocols, or information regarding the skills and compensation of Company’s employees. Notwithstanding the foregoing, I may disclose Confidential Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement, (2) it has been rightfully received by me from a third party without confidential limitations, (3) it has been independently developed for or by me without access to Company’s Confidential Information, (4) it was known by me prior to its first receipt from Company, or (5) the law or a court requires such disclosure; provided, however, that prior to any such disclosure by me I will first promptly give notice to Company and shall attempt to preserve the confidentiality of such Confidential Information of Company, including, without limitation, by cooperating with Company to seek an appropriate protective order or to take steps to resist or narrow the scope of the requirement to disclose such Confidential Information of Company.
 - b. In the event that I cease to perform Services for Company, whether upon my own initiative or the request of Triple Crown or Company for any reason, and whether or not I am engaged by Triple Crown at the time, I will promptly return to Company any and all Confidential Information described herein, including without limitation all copies, notes and/or summaries thereof (whether handwritten, mechanically produced, contained in electronic media or any other form), in my possession or control or as to which I otherwise have access.
3. I understand and agree that I am engaged by Triple Crown and am therefore not entitled to any compensation from Company or to participate in any of Company’s employee benefits plans.
 4. The obligations under Sections 1 and 2 hereof shall survive any termination of this Agreement or termination of the Master Agreement.
 5. This Agreement and all performance hereunder shall be governed by and construed in accordance with the laws of the State of State of Texas, without regard to conflicts of laws. The exclusive forum for all disputes arising out of or relating to this Agreement shall be an appropriate state or federal court sitting Travis County in the State of Texas.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

Triple Crown Employee:

Triple Crown:

Andrew Sharp

By: _____

Name:

Title:

Date: _____

Triple Crown Consulting, LLC

By: _____

Name:

Title:

Date: _____

EXHIBIT A TO NON-DISCLOSURE AND INVENTION ASSIGNMENT AGREEMENT

Contractor

CANDIDATE PROFILE

Legal Name: **Andrew Sharp**

Social Security Number:

Primary Mailing Address (Address, City, State, Zip):

Working Company's Name: **Lucid Motors**

Working Location Address (Required: Address, City, State, Zip):

How to Pay Contractor (Direct Deposit or Mail Paycheck):

Marital Status:

Sex:

Date of Birth:

Contractor's E-Mail:

Cell Phone Number (Only used for urgent access):

Emergency Contact Name:

Emergency Contact Phone:

Triple Crown Employee:

Triple Crown:

Andrew Sharp

Triple Crown Consulting, LLC

By: _____

By: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____

ACKNOWLEDGMENT AND AUTHORIZATION FOR BACKGROUND CHECK

I acknowledge receipt of the separate document entitled DISCLOSURE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify

that I have read and understand both of those documents. I hereby authorize the obtaining of “consumer reports” and/or “investigative consumer reports” by Triple Crown Consulting, LLC (“the Company”) at any time after receipt of this authorization and throughout my employment or volunteer placement, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by **Asurint, P.O. Box 14730, Cleveland, OH 44114, 800-906-1674, www.asurint.com**. I agree that a facsimile (“fax”), electronic or photographic copy of this Authorization shall be as valid as the original.

New York applicants only: Upon request, you will be informed whether or not a consumer report was requested by the Company, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. You have the right to inspect and receive a copy of any investigative consumer report requested by the Company by contacting the consumer reporting agency identified above directly. By signing below, you acknowledge receipt of Article 23-A of the New York Correction Law

Washington State applicants only: You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

Minnesota and Oklahoma applicants only: Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company.

NOTICE REGARDING CREDIT CHECKS PER VERMONT LAW

Pursuant to Vermont Act No. 154 (S. 95), the Company informs you that it may obtain a credit report about you, for the following reason(s):

- The information is required by state or federal law or regulation;
- You seek to be/are employed in a position that involves access to “confidential financial information” (defined as “sensitive financial information of commercial value that a customer or client of the employer gives explicit authorization for the employer to obtain, process, and store and that the employer entrusts only to managers or employees as a necessary function of their job duties”);
- The Company is a financial institution as defined in 8 V.S.A. §11101(32) or a credit union as defined in 8 V.S.A. §30101(5);
- You seek to be/are employed in a position as a law enforcement officer, emergency medical personnel or firefighter as these terms are respectively defines in 20 V.S.A. §2358, 24 V.S.A. §2651(6) and 20 V.S.A. §3151(3)
- You seek to be/are employed in a position that requires a financial fiduciary responsibility to the Company or a Company’s clients, including the authority to issue payments, collect debts, transfer money or enter into contracts;

- You seek to be/are employed in a position that involves access to the Company’s payroll information;
- The Company can demonstrate that credit information is a valid and reliable predictor of employee performance in the your specific position of employment;
- The Company **will not** obtain a consumer credit report on you.

BACKGROUND INFORMATION

Legal Name: **Andrew Sharp** Social Security Number* Date of Birth* Email Address:

Triple Crown Employee:

Andrew Sharp
By: _____
Name:
Title:
Date: _____

Triple Crown:

Triple Crown Consulting, LLC
By: _____
Name:
Title:
Date: _____