



Altus Group

4700 W Sam Houston Pkwy N Ste 170 Houston, TX, 77041-8223

EMPLOYMENT CONTRACT

THE EMPLOYMENT CONTRACT

BETWEEN:

ALTUS GROUP

- AND -

Vivica Shade

BACKGROUND:

- The Employer is of the opinion that the Employee has the necessary qualifications, experience and abilities to assist and benefit the Employer in its business.
- The Employer desires to employ the Employee and the Employee has agreed to accept and enter such employment upon the terms and conditions set out in this Agreement.

JOB TITLE AND DESCRIPTION

- The Employer agrees to employ the Employee as a Technical Support Specialist for 40 hours per week.
- The Employee agrees to be employed on the terms and conditions set out in this Agreement. The Employee agrees to be subject to the general supervision of and act pursuant to the orders, advice and direction of the Employer.
- The Employee will perform any and all duties that are reasonable and that are customarily performed by a person holding a similar position in the industry or business of the Employer.
- The Employer cannot unilaterally and significantly change the Employee's job title or duties. The Employer may make changes to the job title or duties of the Employee where the changes would be considered reasonable for a similar position in the industry or business of the Employer. The Employee's job title or duties may be changed by agreement and with the approval of both the Employee and the Employer.
- The Employee agrees to abide by the Employer's rules, regulations, and practices, including those concerning work schedules, vacation and sick leave, as they may from time to time be adopted or modified.



BENEFITS

- Paid training
- Health insurance
- Dental insurance
- 401(k)
- Flexible spending account
- Paid time off
- 401(k) matching
- Life insurance

EMPLOYEE COMPENSATION

- Compensation paid to the Employee for the services rendered by the Employee as required by this Agreement (the "Compensation") will include a wage at the rate of \$55.00 USD and \$50.00 USD during Training Hourly.
- This Compensation will be payable every week while this Agreement is in force.
- The Employee understands and agrees that any additional remuneration paid to the Employee in the form of bonuses or other similar incentive compensation will rest in the sole discretion of the Employer and that the Employee will not earn or accrue any right to incentive remuneration by reason of the Employee's employment.
- We offer comprehensive insurance benefits to all employees who are engaged in ongoing full-time work and we are committed to providing you with the ability to customize these benefits to your individual needs. We offer six primary types of Benefits: Health Insurance, Dental Insurance, Vision Insurance, Term Life Insurance Employee Wellness and Paid Time Off.

The Employer will reimburse the Employee for all reasonable expenses, in accordance with the Employer's policy as in effect from time to time

BUSINESS WORKING HOURS

Work hours is 8 Hours per day, Monday to Friday.

Place of Work

Remote.

STOCK OPTIONS.

Subject to the approval of the Company's Board of Directors or its Compensation Committee, you will be granted an option to purchase Two (2) shares of the Company's common stock (Option). The Board of Directors or the Compensation Committee will determine the exercise price per share of the Option when the Option is granted. The Option will be subject to the terms and conditions applicable to options granted under the Company's Stock Plan (the "Plan"), as described in the Plan and the applicable Stock Option Agreement. You will vest in 25% of the Option shares after



12 months of continuous service, and the balance will vest in equal monthly installments over the next 36 months of continuous service, as described in the applicable Stock Option Agreement.

TERMINATION OF EMPLOYMENT

- Where the Employee has breached any reasonable term of this Agreement or where there is just cause for termination, the Employer may terminate the Employee's employment without notice, as permitted by law.
- The Employee and the Employer agree that reasonable and sufficient notice of termination of employment by the Employer is the greater of two (2) weeks and any minimum notice required by law.

If the Employee wishes to terminate this employment with the Employer, the Employee will provide the Employer with notice of two (2) weeks. Instead of providing this notice, the Employee may choose to co-operate with the training and development of a replacement and sufficient notice will have been given if it is sufficient notice to allow the Employer to find and train a replacement.

VACATION

- The Employee will be entitled to three weeks of paid vacation each year during the term of this Agreement, or as entitled by law, whichever is greater.
- The times and dates for any vacation will be determined by mutual agreement between the Employer and the Employee.
- Upon termination of employment, the Employer will pay compensation to the Employee for any accrued and unused vacation days.

CONFIDENTIAL INFORMATION

- The Confidential Information will include all data and information relating to the business and management of the Employer, including but not limited to, proprietary and trade secret technology and accounting records to which access is obtained by the Employee, including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customer Information.



- The Confidential Information will also include any information that has been disclosed by a third party to the Employer and is governed by a non-disclosure agreement entered into between that third party and the Employer.
- The Confidential Information will not include information that:
 - a. Is generally known in the industry of the Employer;
 - b. Is now or subsequently becomes generally available to the public through no wrongful act of the Employee;
 - c. Was rightfully in the possession of the Employee prior to the disclosure to the Employer by the Employer;
 - d. Is independently created by the Employee without direct or indirect use of the Confidential Information; or
 - e. The Employee rightfully obtains from a third party who has the right to transfer or disclose it.
- The Confidential Information will include all data and information relating to the business and management of the Employer, including but not limited to, proprietary and trade secret technology and accounting records to which access is obtained by the Employee, including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customer Information.
- The Confidential Information will also include any information that has been disclosed by a third party to the Employer and is governed by a non-disclosure agreement entered into between that third party and the Employer.
- The Confidential Information will not include information that:
 - f. Is generally known in the industry of the Employer;
 - g. Is now or subsequently becomes generally available to the public through no wrongful act of the Employee;
 - h. Was rightfully in the possession of the Employee prior to the disclosure to the Employer by the Employer;
 - i. Is independently created by the Employee without direct or indirect use of the Confidential Information; or
 - j. The Employee rightfully obtains from a third party who has the right to transfer or disclose it.



INTERPRETATION, AMENDMENT AND ENFORCEMENT.

This letter of agreement contains all the terms of your employment with the Company and supersedes any former agreements, representations, or understandings (whether written, oral, or implied) between you and the company. This letter of agreement may not be amended or modified without the express written consent of you and a fully authorized officer of the Company. The terms of this letter of agreement and the resolution of any disputes as to the meaning, effect, performance, or validity of this letter of agreement, your employment with the Company, or any other relationship between you and the Company (the "Disputes") shall be governed by United States law, excluding laws relating to conflicts or choice of law. In connection with any Dispute or any claim relating to any Dispute, you and the Company agree to submit to the exclusive personal jurisdiction of the federal and state courts situated in any state in the United States. We hope you will accept our invitation to join our company.

Please sign the attached offer acceptance form as evidence of your complete comprehension and acceptance of this offer and its terms, and return it along with a copy of your identification card to the undersigned within fourteen business days for our records.

Jim Hannon

Chief Executive Officer



Altus Group

OFFER ACCEPTED:

NAME:

SIGNATURE:

DATE: