

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (the “**Agreement**”) is made as of January 16, 2020 (the “**Effective Date**”) between [REDACTED] LLC (the “**Company**”), and [REDACTED] the “**Employee**”).

1. BACKGROUND

- 1.1 The Employee has been serving as Chief Creative Officer of [REDACTED] Group LLC (“**Eff**”);
- 1.2 On or about the date hereof, the Company is acquiring certain assets and liabilities of Eff (the “**Transaction**”); and
- 1.3 In accordance with and/or subject to the consummation of the Transaction, the parties desire that the Employee serve as the Chief Creative Officer of the Company (together with any other role as the parties may agree, the “**Position**”) on the terms and conditions set forth in this Agreement.

2. DEFINITIONS. For purposes of this Agreement, the following terms have the meanings set forth below. Other defined terms have the meanings set forth in the provisions of this Agreement in which they are used.

- 2.1 “**Board**” means the Board of Managers of the Company.
- 2.2 “**Code**” means the Internal Revenue Code of 1986, as amended from time to time, and includes any valid and binding governmental regulations, court decisions and other regulatory and judicial authority issued or rendered thereunder.
- 2.3 “**Company Group**” means the Company and its parent, subsidiaries and affiliates.
- 2.4 “**Confidential Information**” means information about the Company Group or its suppliers, clients, customers, intermediaries or other parties with which it has business relationships that was learned by Employee in the course of his employment by the Company, including (without limitation) any proprietary knowledge (including business processes and methods), trade secrets, data, formulae, information and supplier, client, customer, and distributor lists and all papers, resumes, and records (including computer records) of the documents containing such information, but excludes information which Employee can show: (i) was in Employee’s possession or within Employee’s knowledge before the Employment; or (ii) is or becomes generally known to persons who could take economic advantage of it, other than officers, directors, and employees of the Company Group, without breach of an obligation to the Company; or (iii) Employee obtained from a party having the right to disclose it without violation of an obligation to the Company Group; or (iv) is required to be disclosed pursuant to legal process (e.g., a subpoena), provided that Employee notifies the Company immediately upon receiving or becoming aware of the legal process in question.