

## EMPLOYMENT AGREEMENT

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THIS EMPLOYMENT AGREEMENT (the "Agreement") dated as of April 1, 2017 (the "Effective Date"), is by and between [REDACTED] I, Inc., a Delaware corporation with its principal place of business at [REDACTED] West 29<sup>th</sup> Street, 3<sup>rd</sup> Floor, Suite 900N, New York, NY 10001 (the "Company") and THOMAS [REDACTED] CHIO (the "Employee").

WHEREAS, the Company desires to retain the services of Employee as a full-time employee of the Company, and Employee desires to accept such employment, in each case on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual premises, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt, and legal adequacy of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Term.** The Company hereby employs Employee, and Employee hereby accepts employment by the Company, as the Company's Director of Research. The Employee's employment hereunder shall continue until terminated in accordance with the provisions of Section 6 below (the "Employment Term").

2. **Position and Duties.**

(a) **Responsibilities.** Employee shall have each and all of the duties and responsibilities, including without limitation, directing all research, managing employees, selling the Company's products, research and consulting services (or those of its subsidiaries and affiliates), managing, maintaining, and developing customer accounts and relationships, consultants, and service providers, developing client relationships, analysis of potential investments, and services related to partnering with companies and ventures, creating new products and deliverables that will leverage the ETR platform and community. In addition to the duties specifically referenced herein, Employee shall perform all duties reasonably related to his position and any other duties and responsibilities commensurate with his title and position that the Company's management and Board of Directors may specify from time to time. Employee shall perform his duties in accordance with such Company policies and procedures as are now, or may hereafter be in effect. Employee also shall act diligently, in good faith and in the best interests of the Company and in a manner designed to enhance the business reputation and success of the Company.

(b) **Devotion of Employee's Time.** Employee shall devote his full business time, labor, skill and energy to conducting the business and affairs of the Company and to performing his duties and responsibilities to the Company as set forth in Section 2(a) hereof. Employee shall not, without the prior written consent of the Company, such consent to be withheld in the Company's sole discretion, at any time during the Employment Term render services of a business, professional or commercial nature to, any third party other than the Company's subsidiaries.

(c) **Representations.** Employee represents and warrants to the Company that Employee has the right to negotiate and enter into this Agreement, and Employee's execution, delivery and performance of this Agreement does not breach, interfere with or conflict with any other contractual agreement, covenant not to compete, option, right of first refusal or other existing business relationship or any judgment or order, in each case, to which Employee is a party or otherwise subject. Employee acknowledges that this representation and warranty is a material inducement to the Company entering into this Agreement and in the event Employee breaches this representation and warranty, Employee agrees to indemnify and hold harmless the Company from any and all claims, actions, losses, damages, including,