

EMPLOYMENT AGREEMENT

1. Compensation. Your compensation for professional services rendered under this Agreement is specified in attached offer letter. In addition to such compensation, the Company will reimburse you for reasonable out-of-pocket expenses incurred in connection with the performance of such services. All out-of-pocket expenses should be submitted by the 5th following the end of the month. Rightsize will reimburse all approved expenses 30 days after submittal.

2. Roles and Responsibilities. A more specific job description will be provided separately. As an employee of a growing company, the Company expects that all employees be aware that changes in roles and responsibilities will occur as the needs of the company change. Changes to your roles and responsibilities will be at the sole discretion of the senior management of the Company.

3. Employee at Will. It is understood that you join The Company as an employee at will commencing as set forth in your offer letter. The Company does not guarantee any length of employment and requires all employees to adhere to a 90-day probationary period. During this probationary period, your employment may be terminated at any time, with or without cause at the discretion of the Company. Probationary periods may be extended at the discretion of senior management. The Company requests that all employees who chose to terminate their employment relationship with the Company provide a written letter of resignation providing the Company with a minimum of two (2) weeks' notice. Notwithstanding the foregoing, the Company shall have the right to terminate this Agreement immediately without further liability to it if you should fail to perform your obligations hereunder and such failure shall continue uncured for a period of fifteen (15) days after written notice thereof. Furthermore, the Company shall have the right, in its sole discretion, to require you to cease performing work for any client immediately upon notice to you.

4. Computers, Telephones and Other Office Equipment. Over the course of your employment, The Company may provide you with computer, telephone or other office equipment. All items owned by the Company are to be used solely for company use. Personal use of company equipment is strictly prohibited. Additional expense, such as cellular phone bills incurred by the Company as a result of personal use will be charged back to you and deducted from your next paycheck.

5. Confidentiality. Any and all information, data, files, documentation or other materials received, encountered or developed by you in the course of performance of services hereunder or otherwise in connection with your dealings with the Company or its clients (hereafter "Proprietary Information") will be considered the confidential and proprietary property of the Company or its client companies, as the case may be. You acknowledge and agree the Proprietary Information constitutes trade secrets and the proprietary and confidential information of the Company or its client companies, as the case may be, and the Proprietary Information is and will remain the property of the Company or its client companies during the term of this Agreement, and thereafter. You agree not to sell, assign, transfer, copy, distribute, disclose, commercially exploit or otherwise make use of such Proprietary Information or any part thereof to or for the use or benefit of yourself, or for the use or benefit of any other person, firm, corporation or entity of any nature, except as specifically authorized in writing by the Company or any client having rights to such Proprietary Information. You further agree to confine knowledge and use of Proprietary Information to the proper performance of your duties and obligations pursuant to this Agreement. You agree to exercise all reasonable precautions to prevent unauthorized access by third parties (other than employees and agents of the Company or the client of the Company to which such information relates) to the Proprietary Information in your possession and control. Upon the expiration and termination of this Agreement, or your services with respect to a particular client of the Company in connection with this Agreement, for any reason, you will promptly return to the Company all copies of Proprietary Information and derivative materials in your possession whether authorized or unauthorized. You agree that any violation of your obligations hereunder would cause the Company or its client, as the case may be, irreparable injury from which it would have no adequate remedy at law, and in the event of any such violation, you agree that the Company and its client shall be entitled to the remedies of specific enforcement and injunctive relief, in addition to any other remedies to which the Company or its client may be entitled at law or in equity. The obligations evidenced by the provisions of our Agreement will survive the termination of the Agreement and the termination of your services with respect to any particular client in connection with this Agreement, for any reason. You further agree that no news release, public announcement, advertisement or publicity shall be undertaken or made by you or on your

behalf concerning your activities in connection with this Agreement without the prior written consent of the Company. Without limiting the generality of the foregoing, you agree not to use any client as a business or customer reference without the prior written consent of the Company or such client.

6. Assignment of Developments.

- a. If at any time or times during your association with the Company, you (either alone or with others) make, conceive, create, discover, invent or reduce to practice any Development (as defined in Section 5.) that (i) relates to the business of the Company, or any customer or client of, or supplier, to the Company or any of the products or services being developed, manufactured or sold by the Company or which may be used in relation therewith; or (ii) results from tasks assigned to you by the Company; or (iii) results from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company, then all such Developments and the benefits thereof are and shall immediately become the sole and absolute property of the Company and its assigns, as works made for hire or otherwise. You agree to promptly disclose in writing to the Company (or any persons designated by it) each such Development. You hereby assign all rights (including, but not limited to, rights to inventions, patentable subject matter, copyrights and trademarks) you may have or may acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without further compensation and you agree to communicate, without cost or delay, and without disclosing the same to others, all available information relating thereto (with all necessary plans and models) to the Company.
- b. You agree to assist, upon request, in locating writings and other physical evidence of the making of my Developments and provide unrecorded information relating to them, and give testimony in any proceeding in which any of my Developments or any application or patent directed thereto may be involved, provided that reasonable compensation shall be paid to you for such services. Notwithstanding the foregoing, no obligation is imposed on the Company to remunerate you at a higher rate for the giving of testimony than the rate established by law for the compensation of witnesses in the court or tribunal where the testimony is taken. To the extent feasible, the Company will use commercially reasonable efforts to request such assistance at times and places as will least interfere with your other employment or professional obligations.
- c. You agree to promptly disclose to the Company all material which you produce, compose or write, individually or in collaboration with others, which arises out of work delegated to you by the Company. You agree that all such material constitutes a work for hire, and at the expense of the Company, you will assign to the Company all your interest in such copyrightable material and will sign all papers and do all other acts necessary to assist the Company to obtain copyrights on such material in any and all countries.
- d. Any Development relating to the Company's business made by you within one (1) year following the termination of your association with the Company (and which is required to be disclosed in accordance with Section 5.1 above) shall be presumed to be owned by the Company. Accordingly, you agree that such Developments are to be assigned to the Company in accordance with this Section 5, unless you establish otherwise.
- e. The term "Developments" shall mean any invention, modification, discovery, design development, improvement, process, software program, work of authorship, documentation, formula, data, technology, technique, know-how, trade secret or intellectual property right whatsoever, or any interest therein (whether or not patentable or registerable under patent, trademark copyright or similar statutes or subject to analogous protection).

7. No Solicitation. As a material inducement to the Company entering into this Agreement you agree not to solicit or hire, directly or indirectly, any employee or independent contractor of the Company or those of any client during the term of this Agreement, or any other periods during which you may render services to the Company, whether under the terms of this Agreement or otherwise, and irrespective of any intervening periods, and in each case, for a period of two (2) years thereafter.

8. No Competition. You acknowledge that the terms of this Agreement will give you access to confidential and proprietary information concerning the Company, its clients, business operations, pricing and future

plans, including Proprietary Information, and this information, together with the business contacts made by you while rendering services to the Company, will place you in a position to cause serious and irreparable harm to the Company by engaging in competition with us. In recognition of this risk, you agree that during the term of this Agreement, or any other periods during which you may render services to or for the benefit of the Company, whether under the terms of this Agreement or otherwise, and irrespective of any intervening periods, and in each case, for a period of one (1) year thereafter, you will not directly or indirectly provide or solicit the provision of any services to any client of the Company or any person or entity with which the Company engaged in discussions or negotiations regarding the provision of preowned, refurbished and new office furniture, facility services. General contracting, facility decommissioning, office furniture installation, disassembly, corporate relocation management, and labor, computer aided facility management applications or other previously used or developed or are in development for future use by the Company which compete directly with the above noted services provided by the Company to its clients. You further agree the restrictions set forth in this Section 7 are reasonable in terms of their scope and duration and that such restrictions will not unreasonably impair your ability to earn a livelihood. You further expressly acknowledge and agree that the provisions of this Section 7 are intended by you and the Company to survive and remain in full force and effect irrespective of any future change in your relationship with the Company. Violation of this non-compete will result in liquidated damages at the sum of at least \$500,000.00.

9. Miscellaneous. This Agreement represents the entire agreement between the parties with respect to the subject written hereof, and supersedes all prior and contemporaneous agreements, oral and written. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.