



August 3, 2018

FEDERAL EXPRESS AND
EMAIL chadmmp@gmail.com

Chad Arrington
[REDACTED]

Owings Mills, MD [REDACTED]

Dear Mr. Arrington:

Your managers have tried several times to reach you concerning your employment at Money Map Press ("MMP"), and particularly about unauthorized non-business related charges that we discovered on your company-issued American Express ("AMEX") charge account. However, you have failed to respond to our calls and emails. Accordingly, I am writing to inform you that your employment with MMP has been terminated, effective immediately.

Our Accounting Department recently discovered an on-going and escalating pattern of unauthorized purchases on your company credit card account that appear to span a period of several months. We have investigated this matter thoroughly and have concluded that you were not authorized to make any such non-business related purchases on the AMEX. An audit of your AMEX revealed personal charges that in no way pertained to company business. These charges include, but are not limited to, concert tickets, travel expenses, clothing, jewelry and billboard ads – none of which are related to MMP or the work you were hired to perform. Our investigation also revealed that the related expense reports that you submitted were falsified. Not only is this a direct violation of company policy and a serious breach of trust, these actions could have criminal implications.

You must return the laptop computer that was assigned to you and any other MMP property, such as your key card, within five (5) days of receiving this letter. Attached is a separate letter containing information regarding the benefits that you are due, as well as a copy of the Non-Disclosure, Non-Competition and Non-Solicitation Agreement you executed on November 14, 2017 for your reference. We will mail your W-2 to the address we have on file unless you provide us with an updated address in writing before the end of the year.

If you feel we have reached this decision in error, please contact our company lawyer, Mr. William Krulak, at [REDACTED].

Sincerely,

Elizabeth Massing
HR Director



August 3, 2018

Dear Chad,

Enclosed please find a Conversion Notice for Basic Group Life Insurance. The form is being provided to you in case you would like to continue to receive the benefit through Assurant/Sun Life outside of the company. If you would like to elect the insurance, you must contact Assurant's conversion/portability unit at 866-909-6065 in order to obtain the cost and application; your application must be completed and sent to Assurant Employee Benefits within 31 days from the date of your termination of employment in order to continue your coverage.

Please don't hesitate to reach out if you have any questions or need additional information.

Best,

A handwritten signature in black ink, appearing to read "Alisha Commer".

Alisha Commer

Benefits Coordinator

ASSURANT Employee
Benefits®

KC1614A(11/2012)

Chab
Arrington

**EMPLOYEE NON-DISCLOSURE, NON-COMPETITION
AND NON-SOLICITATION AGREEMENT**

This Agreement is made this 14 day of November, 2017 by and between Money Map Press, LLC, a Maryland Limited Liability Company (hereinafter "Company") and [Signature], an individual residing in the State of Maryland (hereinafter, "Employee"). The Company and Employee shall be referred to collectively herein as the "Parties."

RECITALS

- A. WHEREAS, the Company is a publisher of financial research newsletters and informational products (hereinafter "Products"); and
- B. WHEREAS, the Company has procured or desires to procure the services of the Employee, and the Employee is willing to be employed by the Company as a SEO Consultant and the Company has asked Employee to enter into this Agreement as a part of such employment arrangement; and
- C. WHEREAS, the Employee desires to continue his/her employment with the Company and acknowledges that the services he/she will provide to the Company in the course of his/her employment will be unique and will service the Company's national customer base; and
- D. WHEREAS, the Employee acknowledges that his/her execution of this Agreement is a condition of his/her continued employment with the Company, and that only as a result of the protections provided by this Agreement is the Company willing and able to continue to employ Employee.

NOW THEREFORE, for the reasons recited above, and in consideration of the continued employment of Employee by the Company, the mutual promises and covenants set forth in this Agreement and other good and valuable consideration set forth herein, the receipt and adequacy of which is hereby acknowledged, Company and Employee agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings and interpretations:

A. "Company" means Money Map Press, LLC, its parent, and any successor-in-interest thereto or assignee thereof. The parties recognize that Monument & Cathedral Holdings, Inc., a Maryland corporation (hereinafter, "Monument & Cathedral") is the parent holding company to Money Map Press, LLC.

B. "Business of the Company" includes any products or services (including both generic and specific products) sold, offered for sale, developed, commenced or planned to be sold, developed or engaged in by the Company at any time during Employee's

employment, including but not limited to the publication of financial research newsletters and books.

C. **"Customer"** means any person or entity, and any person or entity subject to the control of any other person or entity, who: (i) has purchased the Company's products or services; or is (ii) a prospective Customer, provided that it/he/she (a) has been contacted by the Company for the purpose of selling its services or products, and has provided the Company with information about its/his/her business, or (b) has contacted the Company for the purpose of purchasing the Company's products or services. This definition of "Customer" includes any person or entity which had any preexisting business relationship and/or dealings with Employee at the time his employment began, provided that said entity or person otherwise meets the definition of "Customer" as set forth herein.

D. **"Confidential Information"** means:

i. Information of the Company relating to: Customer identities, lists and the names, job titles and telephone numbers of the principal Customer and contact(s) (including, but not limited to, Customers of Company on whom Employee called or with whom Employee became acquainted during the term of his employment); Customer documents, files, and accounts; the Company's prices, pricing policies, invoices, revenue, profit margins, research, product plans, products, and any other financial information of the Company and its Customers; the terms and formats of Company's contracts and agreements with Customers, including prospective contracts; all existing and contemplated products, services, innovations, proprietary information, technical data, know-how, technology, strategies, trade secrets, software systems, business procedures, business, operational and marketing plans, programs and processes, policies, techniques, and methods of operations of the Company, Inventions, Works, including any such items developed by Employee during the course of his employment by the Company, and information pertaining to any of these items, information relating to employees of the Company, including but not limited to employees' identities, home, business and cellular telephone numbers, and home, business and e-mail addresses, compensation and benefits, and any additional information acquired as a result of Employee's employment with the Company; and

ii. Provided that the information: (a) becomes known to Employee as a consequence of his employment with the Company, regardless of whether the information became known to Employee during or after his working hours, or whether the information came into the Company's possession through Employee's efforts or the efforts of others; and (b) is not readily available to the public; and

iii. The definition of "Confidential Information" is intended to have the broadest meaning as permitted by law and extends beyond the definition of "trade secrets" as set forth in the Uniform Trade Secrets Act.

E. **"Works"** means all work of original authorship or images that are fixed in any tangible medium of expression, and all copies thereof.

2. Non-Disclosure of Confidential Information.

A. The Company agrees during Employee's employment it will make available to Employee Confidential Information of the Company that will enable Employee to optimize the performance of his/her duties to Company. In exchange, Employee agrees to use such Confidential Information solely for Company's benefit. Notwithstanding the preceding sentence, Employee agrees that upon the termination of his/her employment with the Company for any reason, the Company shall have no obligation to provide or otherwise make available to Employee any of its Confidential Information.

B. It is imperative that all Confidential Information be held in strictest confidence. Confidential Information shall not be copied, electronically transferred (including but not limited to downloaded in any form, e-mailed, sent through the internet, or otherwise electronically copied or sent) or removed from the Company's premises or deleted without the specific authorization of the Company. At no time, either during Employee's employment or after the termination of his/her employment, shall Employee directly or indirectly disclose, reveal or use for himself/herself or others, or aid others in obtaining, any Confidential Information, other than as may be required in the performance his/her duties for and as expressly authorized by the Company.

C. Employee understands that all material, including but not limited to Confidential Information, that was created by Employee during his employment with Company is the sole property of Company.

3. Covenants Not to Compete.

A. **Non-Competition.** Employee recognizes that the industry in which the Company conducts its business is highly competitive and that, in his/her capacity, Employee has access to Confidential Information and develops close relationships and goodwill with Customers of the Company that could be highly detrimental to the Company and could seriously affect its competitiveness in the event that Employee associates, works for or collaborates with a competitor of the Company. Accordingly, during Employee's employment and for six (6) months following the termination of his/her employment with the Company, Employee shall not directly or indirectly, on behalf of himself/herself or any other entity, business or person, be engaged as an employee, consultant, contractor, officer, director, shareholder, member, owner, or otherwise consult for or be employed by a competitor of the Company (which includes any of the Agora companies) within Company's General Trading Area. The Company's "General Trading Area" includes all financial publishing, marketing, and distribution on the World Wide Web.

B. Non-Solicitation of Customers. Employee further covenants and agrees that he/she shall not, during his/her employment with the Company and for six (6) months following termination of employment, directly or indirectly, on behalf of himself /herself for any other entity, business or person, contact, solicit, accept business from and/or provide services to any customers of the Company with which he had contact, provided services to or acquired specific knowledge about during his employment with the Company, for the purpose of selling to the customers products or services which are the same as or substantially similar to, or in any way competitive with, the products or services of the Company during the Term of employment.

C. Non-Solicitation and Hiring of Company Employees and Former Employees. During Employee's employment with the Company and for six (6) months following his/her termination of employment, Employee will not, directly or indirectly, on behalf of himself or for any other entity or person, hire, entice, induce, encourage, urge or solicit, or attempt to hire, entice, induce, encourage, urge or solicit (collectively referred to as "Solicitation") any employee to leave the Company's employ or to cause any employee of the Company or any person who had been employed by the Company at any time within one (1) year prior to such Solicitation to become employed by any person or entity which is competitive, in whole or in part, with the Business of the Company.

D. Reasonable Restrictions. Employee acknowledges that the restrictions of this Section 3 are reasonable, fair and equitable in scope, term and duration, are necessary to protect the legitimate business interests of the Company, and are a material inducement to the Company to enter into this Agreement. The Company and Employee both agree that in the event a court shall determine any portion of the restrictions in Section 3 are not reasonable, the court may change such restrictions, including without limitation the geographical restrictions and the duration restrictions, to reflect a restriction which the court will enforce as reasonable.

4. Non-Disparagement. During Employee's employment with the Company and after the termination of his/her employment, Employee shall not divulge, disclose or communicate to others, in any manner whatsoever, information or statements that disparage or are intended to disparage the Company, including its officers, directors, shareholders, employees, and agents, and its/their business reputation, including any affiliated company or the officers, directors, shareholders, employees, and agents of any affiliate company.

5. Notification. For a six (6) month period following the termination of his/her employment with the Company, Employee shall fully inform any entity or person ("Entity") with whom/which he/she becomes associated in any capacity whatsoever of the post-employment restrictions imposed upon him under this Agreement, provided that the Entity is engaged in whole or in part in the Business of the Company. Employee further recognizes and consents to the Company's right to notify any Entity with which Employee becomes associated in any capacity whatsoever of Employee's obligations and restrictions under this Agreement and to insist upon full compliance with these provisions.

6. Remedies for Breach.

A. Employee hereby covenants and agrees that in the event of a violation of any of the obligations imposed upon him/her under this Agreement, the damage that the Company would sustain would be immediate, substantial and irreparable, for which there is no adequate remedy at law. To protect the Company from such an occurrence, the Company, in addition to any other rights and remedies available to it hereunder, at law or otherwise, shall be entitled to: (i) an injunction to be issued by any court of competent jurisdiction, enjoining and restraining Employee from violating or continuing to violate any provision of this Agreement; and Employee hereby consents to the issuance of such injunction, without the obligation of the Company to post any Bond; and (ii) recover from Employee all gross profits earned in connection with such activity by Employee and/or the business entity or person on whose behalf Employee conducted such activity in violation of any provision of this Agreement, and any other damages that the court deems just and proper.

B. The restricted period set forth in Section 3 shall be extended by a period equal to the time period during which Employee is in breach of any of said provisions.

7. Employee Incentive. As additional consideration for entering into this Agreement and specifically for agreeing to the Covenants Not to Compete set forth in Section 3 herein, Company shall make a one-time payment to Employee in the amount of \$5000. This payment shall be made within thirty (30) calendar days of employee's execution and delivery of this Agreement to Company.

8. Severability and Enforceability. It is the intention of the Company and Employee that this Agreement shall be enforceable to the fullest extent allowed by law. This Agreement is divisible and separable so that if any provision shall be held to be invalid, unlawful or unenforceable, such holding shall not impair the remaining provisions. If any provision is held to be too broad or unreasonable in duration, scope or character of restriction to be enforced, such provision shall be modified to the extent necessary in order to legally enforce such provision to the fullest extent permitted by law. The Company and Employee expressly authorize any court of competent jurisdiction to enforce any such provision to the fullest extent permitted by law.

9. Knowing Consent. The Employee hereby represents and warrants to the Company that he/she has had sufficient opportunity to seek and obtain legal advice with respect to this Agreement and that he/she fully understands the nature and effect of this Agreement and that he/she is entering into it freely and voluntarily.

10. Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland regardless of any conflicts of law. The legal forum shall be limited to courts within the State of Maryland. Employee expressly consents to personal jurisdiction of Maryland courts. **EMPLOYEE AND COMPANY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION BROUGHT BY EITHER PARTY CONCERNING EMPLOYEE'S EMPLOYMENT OR TERMINATION OF EMPLOYMENT WITH THE COMPANY BROUGHT UNDER ANY FEDERAL,**

**STATE OR LOCAL LAW OR COMMON LAW, INCLUDING ANY ACTION
BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT.**

11. **Assignment.** This Agreement may be assigned to any entity that purchases substantially all of the Company's assets or purchases any subsidiary of the Company for which Employee has performed any services pursuant to this Agreement, and Employee hereby consents to any such assignment. Employee may not assign this Agreement.

12. **Confidentiality.** Employee agrees that the Agreement is confidential, and he/she shall not disclose the terms herein to any employee of Company or its affiliates. Since damages for a breach of the foregoing are impossible to ascertain, the Parties agree that Employee's breach of the foregoing would result in liquidated damages to Company's benefit of Ten Thousand Dollars (\$10,000.00).

13. **Employee-Relationship.** Employee's relationship to Company shall be in all other respects that of an employee-employer (i.e., an "employee at will" under Maryland law).

14. **Entire Agreement.** This Agreement constitutes the entire understanding between the Company and Employee with respect to the subject matter contained herein, and supersedes any and all prior understandings, representations ever made to Employee, and agreements ever executed by the parties relating to this subject matter, unless specifically incorporated herein.

15. **Modification of Agreement.** Any modification of this Agreement shall be binding only if evidenced in writing by each party or an authorized representative of each party.

16. **Word Forms.** Whenever used herein, the singular shall include the plural and the plural shall include the singular. The use of any gender, tense or conjugation shall include all genders, tenses and conjugations.

17. **Acknowledgement of Understanding.** The parties acknowledge that they have read this Agreement in its entirety and understand all of its terms and conditions, that they have had the opportunity to consult with legal counsel of their choice regarding this Agreement, that they are entering into this Agreement of their own free will, without coercion from any source, and that they agree to abide by all of the terms and conditions herein contained. Both parties have participated in drafting of this Agreement, and ambiguities shall not be construed in favor of any one party over the other party.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first set forth above.


Mike Ward, Publisher
Money Map Press, LLC


Employee