

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K/A
(Amendment No. 1)

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

August 1, 2025
Date of Report (date of earliest event reported)

STRATA CRITICAL MEDICAL, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-39046
(Commission File Number)

84-1890381
(I.R.S. Employer Identification Number)

31 Hudson Yards, 14th Floor
New York, NY 10001
(Address of principal executive offices and zip code)

(212) 967-1009
(Registrant's telephone number, including area code)

Blade Air Mobility, Inc.
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	SRTA	The Nasdaq Stock Market
Warrants, each exercisable for one share of Common Stock at a price of \$11.50	SRTAW	The Nasdaq Stock Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 12b-2 of the Exchange Act.

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Explanatory Note

This Amendment No. 1 to the Current Report on Form 8-K amends Item 5.02(c) of the Current Report on Form 8-K filed by Strata Critical Medical, Inc. (f/k/a Blade Air Mobility, Inc.) (the "Company") on August 4, 2025 (the "Original Form 8-K") solely to reflect compensatory matters that were determined subsequent to filing the Original Form 8-K. No other changes have been made to the Original Form 8-K.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As previously announced, effective as of the consummation of the transactions contemplated by that certain Equity Purchase Agreement, dated as of August 1, 2025, among the Company and the other parties thereto (the "Closing"), Melissa Tomkiel, who previously served as the Company's President and General Counsel, and William Heyburn, who previously served as the Company's Chief Financial Officer and Head of Corporate Development, assumed the roles of Co-Chief Executive Officers of the Company. Ms. Tomkiel will continue to also serve as the Company's General Counsel and Mr. Heyburn will continue to also serve as the Company's Chief Financial Officer. The duties formerly assigned to the President of the Company will be shared between Ms. Tomkiel and Mr. Heyburn.

Co-Chief Executive Officer Compensation

On August 27, 2025, the Board of Directors of the Company (the “Board”), upon the recommendation of the Compensation Committee of the Board, approved, effective as of the Closing, (i) an increase of Ms. Tomkiel’s and Mr. Heyburn’s respective base salary to \$550,000, and (ii) the grant of certain performance-based restricted stock units (“PSUs”) to Ms. Tomkiel and Mr. Heyburn under the Company’s 2021 Omnibus Incentive Plan. Each of Ms. Tomkiel and Mr. Heyburn will receive PSUs with a target grant date value of (i) \$500,000 that will vest based on the attainment by the Passenger business of certain financial targets during the 12 months following Closing and (ii) \$2,000,000 that will vest based on the achievement by the Company of certain financial performance metrics over a three-year performance period. The foregoing summary of the terms of the PSUs does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the forms of PSUs which are filed as Exhibits 10.1 and 10.2 to this Amendment No. 1 to the Current Report on Form 8-K, respectively, and incorporated herein by reference.

In addition, on August 27, 2025, upon the recommendation of the Compensation Committee, the Board determined that effective as of the Closing, upon a termination of Ms. Tomkiel’s or Mr. Heyburn’s employment by the Company without “Cause” or by such officer for “Good Reason” (as each such term is defined in the Company’s previously disclosed Change in Control Severance Plan), and subject to execution of an effective release of claims in favor of the Company, any of such officer’s then-outstanding unvested time-vesting equity awards granted by the Company that have a vesting date on or before the 18-month anniversary of the date of such termination shall become fully vested and any then-outstanding unvested performance-vesting equity awards granted by the Company will remain outstanding and will vest to the extent (if any) earned based on actual performance during the full performance period of the applicable award, on a pro-rated basis (rounded to the nearest whole number of shares), determined based on the ratio (not to exceed 100%) of (A) the sum of (x) the number of days of such officer was employed during the portion of the applicable performance period ending on the date of such termination, and (y) 548 days to (B) the number of days in the applicable performance period, *provided* that, if following the provisions of the award agreement pursuant to which such performance-vesting equity award was granted would result in such equity award vesting with respect to more than the remaining unvested target number shares subject to such award, such provisions of the award agreement will apply. Ms. Tomkiel and Mr. Heyburn also continue to participate in the Company’s Change in Control Severance Plan.

In connection with the foregoing, on August 28, 2025, the Company entered into an Offer Letter with each of Ms. Tomkiel and Mr. Heyburn reflecting the terms of their compensation summarized above. The foregoing summary does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Co-CEO Offer Letters which are filed as Exhibits 10.3 and 10.4, respectively, to this Amendment No. 1 to the Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 - Financial Statements and Exhibits

(d) The following exhibits are being filed herewith:

<u>Exhibit</u>	<u>Description</u>
<u>No.</u>	
<u>10.1*</u>	<u>Form of PSU Agreement (EBITDA Earnout)</u>
<u>10.2*</u>	<u>Form of PSU Agreement (2025 Co-CEO)</u>
<u>10.3*</u>	<u>Co-CEO Offer Letter with Melissa Tomkiel, dated August 28, 2025</u>
<u>10.4*</u>	<u>Co-CEO Offer Letter with William Heyburn, dated August 28, 2025</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Denotes a management contract or compensatory arrangement

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

STRATA CRITICAL MEDICAL, INC.

Dated: August 29, 2025

By: /s/ William A. Heyburn
Name: William A. Heyburn
Title: Co-Chief Executive Officer and Chief Financial Officer

**STRATA CRITICAL MEDICAL, INC. 2021 OMNIBUS INCENTIVE PLAN
PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT**

STRATA CRITICAL MEDICAL, INC. , a Delaware corporation (the “Company”), hereby grants to the Participant named below an award (the “Award”) of Performance-Based Restricted Stock Units (“PSUs”), payable in shares of the Company’s Common Stock (the “Shares”). The terms and conditions of the Award are set forth in this Award Agreement (the “Agreement”) and the Strata Critical Medical, Inc. 2021 Omnibus Incentive Plan, which is attached hereto as Exhibit A (as amended and in effect from time to time, the “Plan”).

Date of Grant

Participant’s Name

Target Number of PSUs

Performance Period

The period commencing on the Closing Date (as defined in the Purchase Agreement (as defined in Appendix A of this Agreement)) and ending on the date of the Company’s receipt of the Achieved EBITDA Earn-Out Payment (as defined in the Purchase Agreement) will be referred to as the “Performance Period”.

Vesting of PSUs

Subject to the (i) terms of the Plan, (ii) the forfeiture, cancellation, and rescission provisions of this Agreement and (iii) Participant complying with all Company policies, the Confidential Information, Invention Assignment and Arbitration Agreement by and between the Participant and the Company and all other agreements with the Company, the PSUs will become vested only if and to the extent the specified performance criteria established by the Committee for the Performance Period are achieved and the PSUs become earned (as further described in Appendix A of this Agreement and subject to the terms and conditions set forth therein). Except as is otherwise specifically provided in this Agreement, the vesting of earned PSUs is subject to the Participant’s continued employment with the Company and its Subsidiaries on the applicable Vesting Date (as defined below).

For purposes of this Agreement, the “Vesting Date” means the Determination Date on which the Committee determines that the Performance Target (as defined in Appendix A of this Agreement) has been achieved.

Except as otherwise provided in the Plan or this Agreement, any portion of this Award that is not earned and vested on the date of Participant’s Termination shall be forfeited. Unless the Company or Committee provides otherwise in writing, the Participant shall not receive vesting credit for any period after the Participant provides notice of resignation.

Payment Date

With respect to each PSU that vests in accordance with this Agreement and the Plan, the Participant will be entitled to receive one Share in the calendar year in which the applicable Vesting Date occurs.

The provisions of the Plan are incorporated herein by reference. All capitalized terms that are not defined in this Agreement have the meanings set forth in the Plan. Except as otherwise expressly provided in this Agreement, in case of any conflict between this Agreement and the Plan, the terms of the Plan shall control.

Please (i) review the rest of this Agreement, the Plan document, and (ii) execute this Agreement.

By executing this Agreement, you agree to be bound by the terms and conditions of this Agreement (including the terms under “Forfeiture of Award” and “Cancellation and Rescission”).

STRATA CRITICAL MEDICAL, INC.

PARTICIPANT

Name:
Title:

Name:
Date:

**STRATA CRITICAL MEDICAL, INC. 2021 OMNIBUS INCENTIVE PLAN
PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT**

The following additional terms and conditions supplement the terms of the Plan and govern this Award of Performance-Based Restricted Stock Units:

Amount of PSU Payment

The vested PSUs shall be settled in Shares at the time set forth in the cover page, with each vested PSU (before withholding) equal to one Share.

Tax Withholding

The Award is subject to withholding for taxes at the time and in the amount determined by the Company and/or Service Recipient. Regardless of the amount withheld or reported, the Participant acknowledges that the Participant is responsible for all taxes in respect of the Award (other than the employer's share of employment taxes) and such taxes may exceed the amount withheld, if any. None of the Company, the Service Recipient, or any of their Affiliates or Subsidiaries: (a) make any representations or undertakings regarding taxes in respect of the Award, including the grant of the Award, the vesting or settlement of the Award, the subsequent sale of any Shares acquired pursuant to the Award and the receipt of any dividends or dividend equivalents; or (b) commit to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Participant's liability for taxes.

The number of Shares delivered upon settlement will be reduced to cover withholding. The reduction will be based on the fair market value of the Shares when withholding is due.

If the Participant relocates to another jurisdiction, the Participant is responsible for notifying the Company of such relocation and is responsible for compliance with all applicable tax requirements. If the Participant is subject to taxation in more than one jurisdiction, the Participant acknowledges that the Company or the Service Recipient may be required to withhold or account for Tax-Related Items in more than one jurisdiction. By accepting this Award, the Participant expressly consents to withholding in multiple jurisdictions, in the amounts and in the manner as the Company determines to be required by Applicable Law and the Plan.

Effect of Termination

If, prior to the end of the Performance Period, and subject to clause (ii) below under the heading "Change in Control", the Participant's employment with the Company or its Subsidiaries is terminated, all then unvested PSUs shall be forfeited by the Participant to the Company without consideration as of the date of such termination of employment, and this Agreement shall terminate without payment in respect thereof; provided, that, (i) if the Participant's employment with the Company or its Subsidiaries is terminated for any reason other than by the Company for Cause or voluntarily by the Participant without Good Reason, after the end of any period in which any PSUs are earned and in which the Participant is fully employed for the entire duration, but before the applicable Vesting Date for such earned PSUs, the PSUs that are earned based on the level of achievement during such period (as determined by the Committee on the applicable Determination Date) shall remain outstanding following such termination of employment and shall be eligible to vest on the applicable Vesting Date, and (ii) if, prior to the end of the Performance Period, the Participant's employment with the Company or its Subsidiaries is terminated for any reason other than by the Company for Cause or voluntarily by the Participant without Good Reason, subject to the Participant's execution of an effective release of claims in favor of the Company as required pursuant to Section 5.1 of the Company's Change in Control Severance Plan, the PSUs shall remain outstanding following such termination of employment and shall be eligible to vest on the applicable Vesting Date to the extent (if any) earned based on actual performance during the Performance Period, on a pro-rated basis (rounded to the nearest whole number of PSUs), determined based on the ratio (not to exceed 100%) of (A) the sum of (x) the number of days of the Participant was employed during the portion of the Performance Period ending on the date of such termination and (y) 548 days to (B) the number of days in the Performance Period.

Change in Control

If a Change in Control occurs during the Performance Period:

(i) and the PSUs are not assumed, continued, or restricted securities of equivalent value are not substituted for the PSUs by the Company or its successor in accordance with Section 10 of the Plan and the Participant is employed with the Company or any of its Subsidiaries on the effective date of the Change in Control, then on the effective date of the Change in Control the Participant shall become vested in one hundred percent (100%) of the then unvested PSUs;

(ii) and the PSUs are assumed, continued or substituted by the Company or its successor in accordance with Section 10 of the Plan and the Participant's employment by the Company or any of its Subsidiaries (or any successors thereto) is involuntarily terminated by the Company and its Subsidiaries without Cause, terminated by the Participant for Good Reason, or terminates due to the Participant's death or Permanent Disability, then the Participant shall become vested in one hundred percent (100%) of the then unvested PSUs upon the date of such termination of employment.

"Good Reason" shall mean the Participant's resignation within thirty (30) days following the expiration of any Service Recipient cure period (discussed below) following the occurrence of one or more of the following, without the Participant's express written consent: (i) a material reduction of the Participant's duties, or responsibilities, provided, that a change in job position (including a change in title) shall not be deemed a "material reduction" in and of itself unless the Participant's new duties are materially reduced from the Participant's prior duties; (ii) a material reduction in the Participant's base salary (for clarity, a reduction by ten percent (10%) or more will be considered a material reduction); provided, that an across the board base salary reduction to all senior executives of the Company will not be grounds for Good Reason; or (iii) a material change in the geographic location of the Participant's primary work facility or location; provided, that a relocation of less than thirty (30) miles from the Participant's then present location will not be considered a material change in geographic location. The Participant will not resign for Good Reason without first providing the Service Recipient with written notice of the acts or omissions constituting the grounds for Good Reason within ninety (90) days of the initial existence of the grounds for Good Reason and a cure period of not less than thirty (30) days following the date of such notice.

Dividend Equivalents

The Participant shall be entitled to accrue dividend equivalents with respect to the Shares underlying the PSUs. For each Share, the Participant shall accrue a right to receive cash or share dividends for which the record date is after the Date of Grant and before the Award is settled. Such amounts shall be subject to the same forfeiture and vesting conditions as the underlying Shares, and shall be paid (if at all) at the same time as the PSUs are settled, applying the same vesting percentage as applies for the Shares.

Cancellation and Rescission for Detrimental Activity	<p>Notwithstanding any other provision of the Plan or this Agreement, the Participant acknowledges and agrees that the Company may cancel, rescind, suspend, withhold, modify, amend or otherwise limit or restrict this Award (whether vested or not vested) at any time if the Participant is not in compliance with all applicable provisions of the Agreement and the Plan, or if the Participant engages in any Detrimental Activity (as the term is defined in the Plan). The Participant further acknowledges and agrees that, if the Participant engages in Detrimental Activity, as determined by the Committee in its sole discretion, whether during the Participant's employment or service with the Service Recipient or following Termination, the Committee may, in its sole discretion and to the extent permitted by Applicable Law, provide for the cancellation of any or all of the Participant's outstanding Awards and/or forfeiture by the Participant of any gains realized on the vesting or settlement of the Award, and repayment of any such gain promptly to the Company.</p> <p>The Participant agrees that the cancellation, rescission and recoupment provisions of this Agreement are reasonable and agrees not to challenge the reasonableness of such provisions, even where forfeiture of this Agreement and/or recoupment of any gain hereunder is the penalty for violation; provided that the Participant may challenge the reasonableness of any forfeiture and/or recoupment that occurs after a Change in Control.</p>
No Employment Rights	<p>The grant of the Award shall not be interpreted to form an employment contract between the Participant and the Company and/or the Service Recipient.</p>
Discretionary Nature of Award	<p>The Participant acknowledges and agrees that the Plan is discretionary in nature and may be amended, canceled or terminated by the Company, in its sole discretion, at any time. The grant of this Award under the Plan is a one-time benefit and does not create any contractual or other right to receive a grant of PSUs or any other forms of Awards permitted under the Plan or other benefits in lieu thereof in the future. Future grants, if any (and the terms thereof), will be at the sole discretion of the Company. Any amendment, modification or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment or service with the Service Recipient.</p>
Extraordinary Benefit	<p>The Participant's participation in the Plan is voluntary. The value of this Award and any other Awards granted under the Plan is an extraordinary item of compensation outside the scope of the Participant's employment (and the Participant's employment contract, if any). Any grant under the Plan, including the grant of the Award, is not part of the Participant's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, holiday pay, pension, or retirement benefits or similar payments.</p>
Value of Benefit	<p>The future value of the Award is unknown and cannot be predicted with certainty. The Company shall not be liable for any foreign exchange rate fluctuation, where applicable, between the Participant's local currency and the United States dollar or any other event that may affect the value of the Award or of any amounts due to the Participant pursuant to the settlement of the Award or the subsequent sale of any Shares acquired upon settlement.</p>
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No Public Offering	<p>The grant of this Award is not intended to be a public offering of securities. No employee of the Company or its Subsidiaries or Affiliates is permitted to advise the Participant on whether the Participant should acquire Shares under the Plan and provide the Participant with any legal, tax or financial advice with respect to the grant of this Award. The acquisition of Shares involves certain risks, and the Participant should carefully consider all risk factors and tax considerations relevant to the acquisition and disposition of Shares under the Plan. Further, the Participant should carefully review all of the materials related to this Award and the Plan, and the Participant should consult with the Participant's personal legal, tax and financial advisers for professional advice in relation to the Participant's personal circumstances.</p>
Insider Trading Laws	<p>By participating in the Plan, the Participant expressly agrees to comply with the Company's insider trading policies and all Applicable Laws related to insider trading and fair dealing. Any restriction under Applicable Law is separate from and in addition to the restrictions imposed under Company policies. The Participant expressly acknowledges and agrees that it is the Participant's responsibility to comply with any applicable restrictions, and the Participant should consult the Participant's personal adviser for additional information on any trading restrictions that may apply to the Participant.</p>
Recoupment	<p>Notwithstanding any other provision of this Agreement, the Participant acknowledges and agrees that this Award, any Shares acquired pursuant thereto and/or any amount received with respect to any sale of such Shares are subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any recoupment policy that the Company, the Service Recipient, or any of their Subsidiaries or Affiliates may establish or adopt ("<u>Recoupment Policy</u>"), in each case as in effect and amended from time to time. The Participant agrees and consents to the Company's application, implementation and enforcement of (a) the Recoupment Policy, and (b) any provision of Applicable Law relating to cancellation, recoupment, rescission or payback of compensation and expressly agrees that the Company may take such actions as are necessary to effectuate the Recoupment Policy (as applicable to the Participant) or Applicable Law without further consent or action being required by the Participant. For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third party administrator engaged by the Company to hold the Participant's Shares and other amounts acquired under the Plan to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company. To the extent that the terms of this Agreement and the Recoupment Policy conflict, the terms of the Recoupment Policy shall prevail. The provisions of this paragraph are in addition to, and not in lieu of, any provisions of this Agreement and/or the Plan relating to forfeiture and recoupment resulting from the Participant engaging in Detrimental Activity.</p>
Electronic Delivery	<p>The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to the Participant under the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.</p>

Data Privacy	<p>The Company is located at New York, New York, United States of America and grants Awards under the Plan to employees of the Company and its Subsidiaries and Affiliates in its sole discretion. In conjunction with the Company's grant of the Awards under the Plan and its ongoing administration of such Awards, the Company is providing the following information about its data collection, processing and transfer practices. In accepting the grant of this Award, the Participant expressly and explicitly consents to the personal data activities as described herein.</p> <p>(a) <i>Data Collection, Processing and Usage.</i> The Company collects, processes and uses the Participant's personal data, including the Participant's name, home address, email address, telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all Awards or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or the Service Recipient. In granting the Awards under the Plan, the Company will collect the Participant's personal data for purposes of allocating Shares in settlement of the Awards and implementing, administering and managing the Plan. The Company's legal basis for the collection, processing and usage of the Participant's personal data is the Participant's consent.</p> <p>(b) <i>Stock Plan Administration Service Provider.</i> The Company may transfer the Participant's personal data to an independent service provider in the United States of America to assist the Company with the implementation, administration and management of the Plan (the "<u>Stock Plan Administrator</u>"). The Stock Plan Administrator will open an account for the Participant to receive and trade Shares acquired under the Plan. The Participant will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to the Participant's ability to participate in the Plan.</p> <p>(c) <i>Voluntariness and Consequences of Consent Denial or Withdrawal.</i> The Participant's participation in the Plan and the Participant's grant of consent is purely voluntary. The Participant may deny or withdraw the Participant's consent at any time. If the Participant does not consent, or if the Participant later withdraws the Participant's consent, the Participant may be unable to participate in the Plan. This would not affect the Participant's existing employment or salary; instead, the Participant merely may forfeit the opportunities associated with the Plan.</p>
Successors and Assigns	The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors and administrators.
Additional Requirements	The Company reserves the right to impose other requirements on the Award, any Shares acquired pursuant to the Award and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
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Severability	The invalidity or unenforceability of any provision of the Plan or this Agreement will not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement will be severable and enforceable to the extent permitted by law.
Interpretation and Construction	<p>This Agreement and the Plan shall be construed and interpreted by the Committee, in its sole discretion. Any interpretation or other determination by the Committee (including, but not limited to, correction of any defect or omission and reconciliation of any inconsistency in the Agreement or the Plan) shall be binding and conclusive.</p> <p>All determinations regarding enforcement, waiver or modification of the cancellation and rescission and other provisions of this Agreement (including the provisions relating to Termination) shall be made in the Committee's sole discretion. Determinations made under this Agreement and the Plan need not be uniform and may be made selectively among individuals, whether or not such individuals are similarly situated.</p>
Section 409A of the Code	Although the Company does not guarantee the particular tax treatment of the PSUs granted under this Agreement, the grant of PSUs under this Agreement is intended to comply with, or be exempt from, the applicable requirements of Section 409A of the Code and this Agreement shall be limited, construed and interpreted in accordance with such intent. In no event whatsoever shall the Company or any of its affiliates be liable for any additional tax, interest or penalties that may be imposed on the Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code. To the extent any payment made under this Agreement constitutes "non-qualified deferred compensation" pursuant to Section 409A of the Code, the provisions of Section 12(t) of the Plan shall apply.
Entire Understanding	This Agreement and the terms of the Plan constitute the entire understanding between the Participant and the Company and its Subsidiaries and Affiliates regarding this Award. Any prior agreements, commitments, or negotiations concerning this Award are superseded.
Participant's Acknowledgement and Agreement	By accepting the grant of the Award, the Participant acknowledges that the Participant has read this Agreement and the Plan and the Participant specifically accepts and agrees to the provisions therein.

APPENDIX A

PERFORMANCE CRITERIA

1. *Number of PSUs Eligible to Vest for the Performance Target.* The applicable percentage of the PSUs subject to the Agreement that are eligible to vest with respect to the achievement of the Performance Target are set forth below. Any PSUs eligible to vest with respect to the Performance Target that are determined to have not vested because the applicable level of performance was not achieved shall be automatically forfeited upon the determination of the Committee following the Performance Period without the payment of any consideration to the Participant.

2. *Performance Target*. The specified performance criteria set forth in this Appendix A, as interpreted in accordance with this Appendix A, will be referred to as the “Performance Target”. The total number of PSUs that will vest shall be determined based on the level of achievement of the Performance Target, as set forth below.

- a. Earnout Adjusted EBITDA Performance Target. The number of PSUs that will become earned shall be calculated by multiplying the Target Number of PSUs set forth on the cover page to the Agreement by the applicable percentage determined in accordance with the following payout schedule:

	<u>Adjusted EBITDA</u>	<u>Payout (% of Target Number of PSUs)</u>
Minimum Hurdle	\$	0%
50% Hurdle	\$	50%
Target Hurdle	\$	100%
Maximum Hurdle	\$	150%

For purposes of this Appendix A, “Adjusted EBITDA” means the “Adjusted EBITDA” achieved for the “Measurement Period” (each, as defined in Exhibit B to that certain Equity Purchase Agreement, dated as of August 1, 2025, by and among the Company, Trinity Medical Intermediate II, Inc., Blade Urban Air Mobility, Inc., Joby Aviation, Inc., and Joby Aero, Inc. (the “Purchase Agreement”)).

If the Adjusted EBITDA achieved for the Measurement Period is between the Minimum Hurdle and the 50% Hurdle, between the 50% Hurdle and the Target Hurdle, or between the Target Hurdle and the Maximum Hurdle, the applicable payout percentage will be determined using straight-line interpolation between such hurdles.

3. *Determination of Level of Achievement of Performance Target*. Following the end of the Performance Period, the Committee will determine the level at which the Performance Target has been achieved, and shall calculate the corresponding number of PSUs that will become earned with respect to the Performance Target in accordance with the terms of this Appendix A. Such determination shall occur as soon as practicable following the end of the Performance Period, and the Committee shall approve in writing the extent to which the Performance Target has been achieved and the corresponding number of PSUs becoming earned based on the level of achievement of the Performance Target (the date of such approval, the “Determination Date”). All determinations with respect to whether and to the extent to which the Performance Target has been achieved (including calculation of the corresponding number of PSUs that will become earned, if any, with respect to that level of achievement) shall be made by the Committee in its sole discretion.

EXHIBIT A

STRATA CRITICAL MEDICAL, INC. 2021 OMNIBUS INCENTIVE PLAN

[Attached]

**STRATA CRITICAL MEDICAL, INC. 2021 OMNIBUS INCENTIVE PLAN
PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT**

STRATA CRITICAL MEDICAL, INC. , a Delaware corporation (the “Company”), hereby grants to the Participant named below an award (the “Award”) of Performance-Based Restricted Stock Units (“PSUs”), payable in shares of the Company’s Common Stock (the “Shares”). The terms and conditions of the Award are set forth in this Award Agreement (the “Agreement”) and the Strata Critical Medical, Inc. 2021 Omnibus Incentive Plan, which is attached hereto as Exhibit A (as amended and in effect from time to time, the “Plan”).

Date of Grant**Participant’s Name****Target Number of PSUs**

Performance Period The period commencing on October 1, 2025 and ending on September 30, 2028 will be referred to as the “Performance Period”.

Vesting of PSUs

Subject to the (i) terms of the Plan, (ii) the forfeiture, cancellation, and rescission provisions of this Agreement and (iii) Participant complying with all Company policies, the Confidential Information, Invention Assignment and Arbitration Agreement by and between the Participant and the Company and all other agreements with the Company, the PSUs will become vested only if and to the extent the specified performance criteria established by the Committee for the Performance Period are achieved and the PSUs become earned (as further described in Appendix A of this Agreement and subject to the terms and conditions set forth therein). Except as is otherwise specifically provided in this Agreement, the vesting of earned PSUs is subject to the Participant’s continued employment with the Company and its Subsidiaries on the applicable Vesting Date (as defined below).

For purposes of this Agreement, with respect to the Adjusted EBITDA PSUs and the Free Cash Flow PSUs (each, as defined in Appendix A of this Agreement), the “Vesting Date” means: (i) for achievement of the applicable Performance Target (as defined in Appendix A of this Agreement) at the threshold, target and/or maximum levels of performance, the applicable Determination Date (as defined in Appendix A of this Agreement) on which the Committee determines that the applicable Performance Target has been achieved at the threshold, target and/or maximum level of performance, as applicable, and (ii) for achievement of the applicable Performance Target between the target achievement level and the maximum achievement level, the Determination Date following the end of the Performance Period.

Except as otherwise provided in the Plan or this Agreement, any portion of this Award that is not earned and vested on the date of Participant’s Termination shall be forfeited. Unless the Company or Committee provides otherwise in writing, the Participant shall not receive vesting credit for any period after the Participant provides notice of resignation.

Payment Date

With respect to each PSU that vests in accordance with this Agreement and the Plan, the Participant will be entitled to receive one Share in the calendar year in which the applicable Vesting Date occurs.

The provisions of the Plan are incorporated herein by reference. All capitalized terms that are not defined in this Agreement have the meanings set forth in the Plan. Except as otherwise expressly provided in this Agreement, in case of any conflict between this Agreement and the Plan, the terms of the Plan shall control.

Please (i) review the rest of this Agreement, the Plan document, and (ii) execute this Agreement.

By executing this Agreement, you agree to be bound by the terms and conditions of this Agreement (including the terms under “Forfeiture of Award” and “Cancellation and Rescission”).

STRATA CRITICAL MEDICAL, INC.**PARTICIPANT**

Name:

Title:

Name:

Date:

**STRATA CRITICAL MEDICAL, INC. 2021 OMNIBUS INCENTIVE PLAN
PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT**

The following additional terms and conditions supplement the terms of the Plan and govern this Award of Performance-Based Restricted Stock Units:

Amount of PSU Payment

The vested PSUs shall be settled in Shares at the time set forth in the cover page, with each vested PSU (before withholding) equal to one Share.

Tax Withholding

The Award is subject to withholding for taxes at the time and in the amount determined by the Company and/or Service Recipient. Regardless of the amount withheld or reported, the Participant acknowledges that the Participant is responsible for all taxes in respect of the Award (other than the employer's share of employment taxes) and such taxes may exceed the amount withheld, if any. None of the Company, the Service Recipient, or any of their Affiliates or Subsidiaries: (a) make any representations or undertakings regarding taxes in respect of the Award, including the grant of the Award, the vesting or settlement of the Award, the subsequent sale of any Shares acquired pursuant to the Award and the receipt of any dividends or dividend equivalents; or (b) commit to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Participant's liability for taxes.

The number of Shares delivered upon settlement will be reduced to cover withholding. The reduction will be based on the fair market value of the Shares when withholding is due.

If the Participant relocates to another jurisdiction, the Participant is responsible for notifying the Company of such relocation and is responsible for compliance with all applicable tax requirements. If the Participant is subject to taxation in more than one jurisdiction, the Participant acknowledges that the Company or the Service Recipient may be required to withhold or account for Tax-Related Items in more than one jurisdiction. By accepting this Award, the Participant expressly consents to withholding in multiple jurisdictions, in the amounts and in the manner as the Company determines to be required by Applicable Law and the Plan.

Effect of Termination

If, prior to the end of the Performance Period, and subject to clause (ii) below under the heading "Change in Control", the Participant's employment with the Company or its Subsidiaries is terminated, all then unvested PSUs shall be forfeited by the Participant to the Company without consideration as of the date of such termination of employment, and this Agreement shall terminate without payment in respect thereof; provided, that, (i) if the Participant's employment with the Company or its Subsidiaries is terminated for any reason other than by the Company for Cause or voluntarily by the Participant without Good Reason, after the end of any period in which any PSUs are earned and in which the Participant is fully employed for the entire duration, but before the applicable Vesting Date for such earned PSUs, the PSUs that are earned based on the level of achievement during such period (as determined by the Committee on the applicable Determination Date) shall remain outstanding following such termination of employment and shall be eligible to vest on the applicable Vesting Date, and (ii) if, prior to the end of the Performance Period, the Participant's employment with the Company or its Subsidiaries is terminated for any reason other than by the Company for Cause or voluntarily by the Participant without Good Reason, subject to the Participant's execution of an effective release of claims in favor of the Company as required pursuant to Section 5.1 of the Company's Change in Control Severance Plan, the PSUs shall remain outstanding following such termination of employment and shall be eligible to vest on the applicable Vesting Date to the extent (if any) earned based on actual performance during the Performance Period, on a pro-rated basis (rounded to the nearest whole number of PSUs), determined based on the ratio (not to exceed 100%) of (A) the sum of (x) the number of days of the Participant was employed during the portion of the Performance Period ending on the date of such termination and (y) 548 days to (B) the number of days in the Performance Period.

Change in Control

If a Change in Control occurs during the Performance Period:

(i) and the PSUs are not assumed, continued, or restricted securities of equivalent value are not substituted for the PSUs by the Company or its successor in accordance with Section 10 of the Plan and the Participant is employed with the Company or any of its Subsidiaries on the effective date of the Change in Control, then on the effective date of the Change in Control the Participant shall become vested in one hundred percent (100%) of the then unvested PSUs;

(ii) and the PSUs are assumed, continued or substituted by the Company or its successor in accordance with Section 10 of the Plan and the Participant's employment by the Company or any of its Subsidiaries (or any successors thereto) is involuntarily terminated by the Company and its Subsidiaries without Cause, terminated by the Participant for Good Reason, or terminates due to the Participant's death or Permanent Disability, then the Participant shall become vested in one hundred percent (100%) of the then unvested PSUs upon the date of such termination of employment.

"Good Reason" shall mean the Participant's resignation within thirty (30) days following the expiration of any Service Recipient cure period (discussed below) following the occurrence of one or more of the following, without the Participant's express written consent: (i) a material reduction of the Participant's duties, or responsibilities, provided, that a change in job position (including a change in title) shall not be deemed a "material reduction" in and of itself unless the Participant's new duties are materially reduced from the Participant's prior duties; (ii) a material reduction in the Participant's base salary (for clarity, a reduction by ten percent (10%) or more will be considered a material reduction); provided, that an across the board base salary reduction to all senior executives of the Company will not be grounds for Good Reason; or (iii) a material change in the geographic location of the Participant's primary work facility or location; provided, that a relocation of less than thirty (30) miles from the Participant's then present location will not be considered a material change in geographic location. The Participant will not resign for Good Reason without first providing the Service Recipient with written notice of the acts or omissions constituting the grounds for Good Reason within ninety (90) days of the initial existence of the grounds for Good Reason and a cure period of not less than thirty (30) days following the date of such notice.

Dividend Equivalents

The Participant shall be entitled to accrue dividend equivalents with respect to the Shares underlying the PSUs. For each Share, the Participant shall accrue a right to receive cash or share dividends for which the record date is after the Date of Grant and before the Award is settled. Such amounts shall be subject to the same forfeiture and vesting conditions as the underlying Shares, and shall be paid (if at all) at the same time as the PSUs are settled, applying the same vesting percentage as applies for the Shares.

Cancellation and Rescission for Detrimental Activity	<p>Notwithstanding any other provision of the Plan or this Agreement, the Participant acknowledges and agrees that the Company may cancel, rescind, suspend, withhold, modify, amend or otherwise limit or restrict this Award (whether vested or not vested) at any time if the Participant is not in compliance with all applicable provisions of the Agreement and the Plan, or if the Participant engages in any Detrimental Activity (as the term is defined in the Plan). The Participant further acknowledges and agrees that, if the Participant engages in Detrimental Activity, as determined by the Committee in its sole discretion, whether during the Participant's employment or service with the Service Recipient or following Termination, the Committee may, in its sole discretion and to the extent permitted by Applicable Law, provide for the cancellation of any or all of the Participant's outstanding Awards and/or forfeiture by the Participant of any gains realized on the vesting or settlement of the Award, and repayment of any such gain promptly to the Company.</p> <p>The Participant agrees that the cancellation, rescission and recoupment provisions of this Agreement are reasonable and agrees not to challenge the reasonableness of such provisions, even where forfeiture of this Agreement and/or recoupment of any gain hereunder is the penalty for violation; provided that the Participant may challenge the reasonableness of any forfeiture and/or recoupment that occurs after a Change in Control.</p>
No Employment Rights	The grant of the Award shall not be interpreted to form an employment contract between the Participant and the Company and/or the Service Recipient.
Discretionary Nature of Award	The Participant acknowledges and agrees that the Plan is discretionary in nature and may be amended, canceled or terminated by the Company, in its sole discretion, at any time. The grant of this Award under the Plan is a one-time benefit and does not create any contractual or other right to receive a grant of PSUs or any other forms of Awards permitted under the Plan or other benefits in lieu thereof in the future. Future grants, if any (and the terms thereof), will be at the sole discretion of the Company. Any amendment, modification or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment or service with the Service Recipient.
Extraordinary Benefit	The Participant's participation in the Plan is voluntary. The value of this Award and any other Awards granted under the Plan is an extraordinary item of compensation outside the scope of the Participant's employment (and the Participant's employment contract, if any). Any grant under the Plan, including the grant of the Award, is not part of the Participant's normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, holiday pay, pension, or retirement benefits or similar payments.
Value of Benefit	The future value of the Award is unknown and cannot be predicted with certainty. The Company shall not be liable for any foreign exchange rate fluctuation, where applicable, between the Participant's local currency and the United States dollar or any other event that may affect the value of the Award or of any amounts due to the Participant pursuant to the settlement of the Award or the subsequent sale of any Shares acquired upon settlement.
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No Public Offering	The grant of this Award is not intended to be a public offering of securities. No employee of the Company or its Subsidiaries or Affiliates is permitted to advise the Participant on whether the Participant should acquire Shares under the Plan and provide the Participant with any legal, tax or financial advice with respect to the grant of this Award. The acquisition of Shares involves certain risks, and the Participant should carefully consider all risk factors and tax considerations relevant to the acquisition and disposition of Shares under the Plan. Further, the Participant should carefully review all of the materials related to this Award and the Plan, and the Participant should consult with the Participant's personal legal, tax and financial advisers for professional advice in relation to the Participant's personal circumstances.
Insider Trading Laws	By participating in the Plan, the Participant expressly agrees to comply with the Company's insider trading policies and all Applicable Laws related to insider trading and fair dealing. Any restriction under Applicable Law is separate from and in addition to the restrictions imposed under Company policies. The Participant expressly acknowledges and agrees that it is the Participant's responsibility to comply with any applicable restrictions, and the Participant should consult the Participant's personal adviser for additional information on any trading restrictions that may apply to the Participant.
Recoupment	Notwithstanding any other provision of this Agreement, the Participant acknowledges and agrees that this Award, any Shares acquired pursuant thereto and/or any amount received with respect to any sale of such Shares are subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any recoupment policy that the Company, the Service Recipient, or any of their Subsidiaries or Affiliates may establish or adopt (" <u>Recoupment Policy</u> "), in each case as in effect and amended from time to time. The Participant agrees and consents to the Company's application, implementation and enforcement of (a) the Recoupment Policy, and (b) any provision of Applicable Law relating to cancellation, recoupment, rescission or payback of compensation and expressly agrees that the Company may take such actions as are necessary to effectuate the Recoupment Policy (as applicable to the Participant) or Applicable Law without further consent or action being required by the Participant. For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions, on the Participant's behalf, to any brokerage firm and/or third party administrator engaged by the Company to hold the Participant's Shares and other amounts acquired under the Plan to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company. To the extent that the terms of this Agreement and the Recoupment Policy conflict, the terms of the Recoupment Policy shall prevail. The provisions of this paragraph are in addition to, and not in lieu of, any provisions of this Agreement and/or the Plan relating to forfeiture and recoupment resulting from the Participant engaging in Detrimental Activity.
Electronic Delivery	The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to the Participant under the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

Data Privacy	<p>The Company is located at New York, New York, United States of America and grants Awards under the Plan to employees of the Company and its Subsidiaries and Affiliates in its sole discretion. In conjunction with the Company's grant of the Awards under the Plan and its ongoing administration of such Awards, the Company is providing the following information about its data collection, processing and transfer practices. In accepting the grant of this Award, the Participant expressly and explicitly consents to the personal data activities as described herein.</p> <p>(a) <i>Data Collection, Processing and Usage.</i> The Company collects, processes and uses the Participant's personal data, including the Participant's name, home address, email address, telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all Awards or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or the Service Recipient. In granting the Awards under the Plan, the Company will collect the Participant's personal data for purposes of allocating Shares in settlement of the Awards and implementing, administering and managing the Plan. The Company's legal basis for the collection, processing and usage of the Participant's personal data is the Participant's consent.</p> <p>(b) <i>Stock Plan Administration Service Provider.</i> The Company may transfer the Participant's personal data to an independent service provider in the United States of America to assist the Company with the implementation, administration and management of the Plan (the "<u>Stock Plan Administrator</u>"). The Stock Plan Administrator will open an account for the Participant to receive and trade Shares acquired under the Plan. The Participant will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to the Participant's ability to participate in the Plan.</p> <p>(c) <i>Voluntariness and Consequences of Consent Denial or Withdrawal.</i> The Participant's participation in the Plan and the Participant's grant of consent is purely voluntary. The Participant may deny or withdraw the Participant's consent at any time. If the Participant does not consent, or if the Participant later withdraws the Participant's consent, the Participant may be unable to participate in the Plan. This would not affect the Participant's existing employment or salary; instead, the Participant merely may forfeit the opportunities associated with the Plan.</p>
Successors and Assigns	The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors and administrators.
Additional Requirements	The Company reserves the right to impose other requirements on the Award, any Shares acquired pursuant to the Award and the Participant's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
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Severability	The invalidity or unenforceability of any provision of the Plan or this Agreement will not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement will be severable and enforceable to the extent permitted by law.
Interpretation and Construction	<p>This Agreement and the Plan shall be construed and interpreted by the Committee, in its sole discretion. Any interpretation or other determination by the Committee (including, but not limited to, correction of any defect or omission and reconciliation of any inconsistency in the Agreement or the Plan) shall be binding and conclusive.</p> <p>All determinations regarding enforcement, waiver or modification of the cancellation and rescission and other provisions of this Agreement (including the provisions relating to Termination) shall be made in the Committee's sole discretion. Determinations made under this Agreement and the Plan need not be uniform and may be made selectively among individuals, whether or not such individuals are similarly situated.</p>
Section 409A of the Code	Although the Company does not guarantee the particular tax treatment of the PSUs granted under this Agreement, the grant of PSUs under this Agreement is intended to comply with, or be exempt from, the applicable requirements of Section 409A of the Code and this Agreement shall be limited, construed and interpreted in accordance with such intent. In no event whatsoever shall the Company or any of its affiliates be liable for any additional tax, interest or penalties that may be imposed on the Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code. To the extent any payment made under this Agreement constitutes "non-qualified deferred compensation" pursuant to Section 409A of the Code, the provisions of Section 12(t) of the Plan shall apply.
Entire Understanding	This Agreement and the terms of the Plan constitute the entire understanding between the Participant and the Company and its Subsidiaries and Affiliates regarding this Award. Any prior agreements, commitments, or negotiations concerning this Award are superseded.
Participant's Acknowledgement and Agreement	By accepting the grant of the Award, the Participant acknowledges that the Participant has read this Agreement and the Plan and the Participant specifically accepts and agrees to the provisions therein.

APPENDIX A

PERFORMANCE CRITERIA

1. *Number of PSUs Eligible to Vest for each Performance Target.* The applicable percentage of the PSUs subject to the Agreement that are eligible to vest with respect to the achievement of each Performance Target are set forth below. Any PSUs eligible to vest with respect to a Performance Target that are determined to have not vested because the applicable level of performance was not achieved shall be automatically forfeited upon the determination of the Committee following the Performance Period without the payment of any consideration to the Participant.

2. **Performance Targets.** The specified performance criteria set forth in this Appendix A, as interpreted in accordance with this Appendix A, will be referred to as the “**Performance Targets**”. The Performance Targets are relative to Adjusted EBITDA (the “**Adjusted EBITDA Performance Target**”) and Free Cash Flow (the “**Free Cash Flow Performance Target**”). The total number of PSUs that will vest shall be determined based on the level of achievement of the Performance Targets, as set forth below.

The Company’s achievement of the Performance Targets will be measured against the Company’s trailing four fiscal quarters commencing with the first fiscal quarter ending during the Performance Period. The Performance Targets are measured independently of each other, such that the achievement of one Performance Target (or specified achievement level thereof) following a given fiscal quarter will have no impact on the number of PSUs that will become earned if another Performance Target (or specified achievement level thereof) is achieved following that same fiscal quarter.

The Committee reserves the right to adjust the established Performance Targets (or specified achievement levels thereof) for the impact of unusual and nonrecurring significant events, including, but not limited to new business investment, business continuity disruptions, restructuring initiatives, mergers and acquisitions, financing, litigation, regulatory matters, accounting changes and currency or interest rate fluctuation in its discretion in a manner as reasonably determined by the Committee to preserve the original economic intent of the Performance Targets without diluting or enlarging the Participants’ rights thereunder.

- a. **Adjusted EBITDA Performance Target.** 50% of the Target Number of PSUs set forth on the cover page to the Agreement are allocated to the Adjusted EBITDA Performance Target (the “**Adjusted EBITDA PSUs**”). The number of Adjusted EBITDA PSUs that will become earned (prior to application of the TSR Modifier, as provided below) shall be calculated by multiplying the Adjusted EBITDA PSUs by the applicable percentage determined in accordance with the following payout schedule:

	Adjusted EBITDA	Payout (% of Adjusted EBITDA PSUs)
Threshold	\$	50%
Target	\$	100%
Maximum	\$	200%

For purposes of this Appendix A, “**Adjusted EBITDA**” means the Company’s earnings (loss) before interest, taxes, depreciation and amortization, subject to certain other adjustments made with respect to non-cash, extraordinary, unusual or infrequently occurring events (provided that, for the avoidance of doubt, profit from acquired companies will count towards Adjusted EBITDA goal achievement), as reported in the earnings release included in the Company’s Form 8-K for the applicable fiscal quarter.

For performance between the target and maximum achievement levels of the Adjusted EBITDA Performance Target, the applicable payout percentage will be determined using straight-line interpolation between the target and maximum achievement levels and measured against the highest Adjusted EBITDA in a four consecutive fiscal quarter period, commencing with the first fiscal quarter ending during the Performance Period and ending with the last fiscal quarter of the Performance Period (or, if earlier, the last fiscal quarter in which the Participant was fully employed by the Company or its Subsidiaries for its entire duration). For performance between the threshold and target achievement levels of the Adjusted EBITDA Performance Target, the applicable payout percentage will be the payout percentage for performance at the threshold achievement level.

With respect to any Determination Date on which the Committee determines that the Adjusted EBITDA Performance Target has been achieved at or above the threshold achievement level, the number of Adjusted EBITDA PSUs that will become earned on such Determination Date shall be net of any Adjusted EBITDA PSUs that became earned with respect to any Determination Date that preceded such Determination Date. In no event will the total cumulative number of Adjusted EBITDA PSUs that become earned exceed 200% of the Adjusted EBITDA PSUs.

- b. **Free Cash Flow Performance Target.** 50% of the Target Number of PSUs set forth on the cover page to the Agreement are allocated to the Free Cash Flow Performance Target (the “**Free Cash Flow PSUs**”). The number of Free Cash Flow PSUs that will become earned (prior to application of the TSR Modifier, as provided below) shall be calculated by multiplying the Free Cash Flow PSUs by the applicable percentage determined in accordance with the following payout schedule:

	Free Cash Flow	Payout (% of Free Cash Flow PSUs)
Threshold	\$	50%
Target	\$	100%
Maximum	\$	200%

For purposes of this Appendix A, “**Free Cash Flow**” means the Company’s Operating Cash Flow less Capital Expenditures, and depreciation related to aircraft and vehicles, but excluding any Capital Expenditures related to the same, as reported in the earnings release included in the Company’s Form 8-K for the applicable fiscal quarter.

For performance between the target and maximum achievement levels of the Free Cash Flow Performance Target, the applicable payout percentage will be determined using straight-line interpolation between the target and maximum achievement levels and measured against the highest Free Cash Flow in a four consecutive fiscal quarter period, commencing with the first fiscal quarter ending during the Performance Period and ending with the last fiscal quarter of the Performance Period (or, if earlier, the last fiscal quarter in which the Participant was fully employed by the Company or its Subsidiaries for its entire duration). For performance between the threshold and target achievement levels of the Free Cash Flow Performance Target, the applicable payout percentage will be the payout percentage for performance at the threshold achievement level.

With respect to any Determination Date on which the Committee determines that the Free Cash Flow Performance Target has been achieved at or above the threshold achievement level, the number of Free Cash Flow PSUs that will become earned on such Determination Date shall be net of any Free Cash Flow PSUs that became earned with respect to any Determination Date that preceded such Determination Date. In no event will the total cumulative number of Free Cash Flow PSUs that become earned exceed 200% of the Free Cash Flow PSUs.

- c. **TSR Modifier.** The final number of Adjusted EBITDA PSUs and Free Cash Flow PSUs that will become earned will be determined by multiplying the number of PSUs that are earned based on the application of the Section 2.a and 2.b above, as applicable, by the applicable percentage (the “**TSR Modifier**”) determined in accordance with the table below based on the TSR achieved by the Company over the Performance Period relative to the TSR Peer Group Companies:

TSR Ranking Relative to TSR Peer Group Companies		TSR Modifier
Below 25th Percentile		80%
25th Percentile to 75th Percentile		100%
Greater than 75th Percentile		120%

For purposes of this Appendix A:

“Final Stock Price” means, with respect to the Company and each of the TSR Peer Group Companies, the 20-trading day volume-weighted average closing price of a share of such company’s common stock on its principal stock exchange through and including the last trading-day of the Performance Period.

“Initial Stock Price” means, with respect to the Company and each of the TSR Peer Group Companies, the 20-trading day volume-weighted average closing price of a share of such company’s common stock on its principal stock exchange through and including the last trading-day preceding the start of the Performance Period.

“TSR” means, with respect to the Company and each of the TSR Peer Group Companies, the quotient obtained by dividing (i) the Final Stock Price, plus per share dividends over the Performance Period (assuming reinvestment in additional shares as of the applicable ex-dividend date), less the Initial Stock Price, divided by (ii) the Initial Stock Price.

“TSR Peer Group Companies” means [].

3. *Determination of Level of Achievement of Performance Targets.* Following the end of the Performance Period, the Committee will determine the level at which the Performance Targets have been achieved and the applicable TSR Modifier, and shall calculate the corresponding number of PSUs that will become earned in accordance with the terms of this Appendix A. Such determination shall occur as soon as practicable following the end of the Performance Period, and the Committee shall approve in writing the extent to which the Performance Targets have been achieved and the corresponding number of PSUs becoming earned based on the level of achievement of each Performance Target (the date of such approval, the “Determination Date”). All determinations with respect to whether and to the extent to which the Performance Targets have been achieved (including calculation of the corresponding number of PSUs that will become earned, if any, with respect to that level of achievement) and the application of the TSR Modifier shall be made by the Committee in its sole discretion.

EXHIBIT A

STRATA CRITICAL MEDICAL, INC. 2021 OMNIBUS INCENTIVE PLAN

[Attached]

STRATA CRITICAL, INC.

August 28, 2025

Melissa M. Tomkiel
Delivered via email to: melissa@blade.com

Dear Melissa:

I am pleased to confirm the terms of your employment as Co-Chief Executive Officer of Strata Critical, Inc. (f/k/a Trinity Medical Intermediate II, Inc.) (the “**Company**”) and its parent, Strata Critical Medical, Inc. (f/k/a Blade Air Mobility, Inc.) (“**Strata**”), reporting to the Lead Independent Director (if any) and the Board of Directors of Strata (the “**Board**”), effective as of the date of the closing of the transactions contemplated by that certain Equity Purchase Agreement, dated August 1, 2025 (the “**Purchase Agreement**”), by and among Strata, the Company, Blade Urban Air Mobility, Inc., Joby Aviation, Inc., and Joby Aero, Inc., a Delaware corporation and wholly owned subsidiary of Joby Aviation (such closing date, the “**Effective Date**”).

By signing below, you represent that you are under no obligation or agreement that would prevent you from becoming an employee of the Company or that would adversely impact your ability to perform your expected job duties. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting, or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company. Similarly, you agree not to bring any third-party confidential information to the Company, including that of your former employer, and that you will not in any way utilize any such information in performing your duties for the Company.

Compensation

Effective as of the Effective Date, you will receive an annualized salary of \$550,000, less applicable withholdings, which will be paid semi-monthly in accordance with the Company’s normal payroll procedures. Your compensation will be reviewed by the Compensation Committee of the Board on a regular basis.

You may also be eligible for participation in other compensation plans/programs of the Company, subject to the terms of such plans/programs, as amended and in effect from time to time, and as determined by the Compensation Committee of the Board in its sole discretion.

Additionally, you will be eligible for equity awards, as determined by the Compensation Committee of the Board in its sole discretion.

Benefits

As an employee, you will be eligible for all benefits that the Company offers to its full-time employees, provided that you meet all requirements for each benefit, as set forth in the applicable plan documents. The details of these benefits are set forth in summary plan descriptions and plan documents; additional information is available upon request. Each benefit is governed by that policy provider’s terms and conditions, which will be determinative. The Company reserves the right to amend, modify, or terminate any of these benefits without notice.

Accelerated Equity Vesting on Termination without Cause or Resignation for Good Reason

Upon a termination of your employment by the Company without Cause or by you for Good Reason (as each such term is defined in the Company’s Change in Control Severance Plan) and subject to your execution of an effective release of claims in favor of the Company as required pursuant to Section 5.1 of such Change in Control Severance Plan, any of your then-outstanding unvested time-vesting equity awards granted by the Company that have a vesting date on or before the 18-month anniversary of the date of such termination shall become fully vested and any then-outstanding unvested performance-vesting equity awards granted by the Company will remain outstanding and will vest to the extent (if any) earned based on actual performance during the full performance period of the applicable award, on a pro-rated basis (rounded to the nearest whole number of shares), determined based on the ratio (not to exceed 100%) of (A) the sum of (x) the number of days of you were employed during the portion of the applicable performance period ending on the date of such termination, and (y) 548 days to (B) the number of days in the applicable performance period; provided, that, if following the provisions of the award agreement pursuant to which such performance-vesting equity award was granted would result in such equity award vesting with respect to more than the remaining unvested target number shares subject to such award, such provisions of the award agreement will apply.

At-Will Employment

The Company looks forward to a continued beneficial and fruitful relationship. Nevertheless, you should be aware that your continued employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time and with or without notice. We request that, in the event of resignation, you give the Company at least four weeks’ notice.

You will, at all times, be subject to the Company’s policies and procedures, including without limitation those pertaining to confidentiality and standards of conduct. The Company reserves the right to amend its policies and practices at any time.

Use of Likeness

By signing below, you represent that you understand that the Company may, from time to time, take photographs, or retain outside photographers to take photographs, of the Company’s business operations, including its offices, equipment and personnel. You authorize the Company to utilize, for legitimate business purposes, any such photographs that may include your portrait, picture or likeness. You understand that this shall serve as a continuing authorization for the Company to utilize your portrait, picture or likeness for the purposes noted above at any time in the future.

Confidential Information, Invention Assignment and Arbitration Agreement

As a condition of your employment, you will also be required to sign and comply with a Confidential Information, Invention Assignment and Arbitration Agreement, which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company, and non-disclosure of proprietary information. In addition, in the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree to an arbitration in which (i) you are waiving any and all rights to a jury trial but all court remedies will be available in arbitration, (ii) we agree that all disputes between you and the Company shall be fully and finally resolved by binding arbitration, and (iii) all disputes shall be resolved by a neutral arbitrator who shall issue a written opinion.

Section 409A

This offer letter is intended to be exempt from or comply with the requirements to avoid tax under Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"). To the extent that any provision in this offer letter is ambiguous as to its compliance with Section 409A, the provision will be construed in a manner that complies with such intent. In the event that any amounts or benefits payable hereunder would subject you to taxes under Section 409A, neither the Company nor any of its principals, members, managers, partners, shareholders, directors, officers, employees, consultants or other agents shall be liable to you or your beneficiaries for any such taxes, or for any interest or penalties or any other damages related thereto.

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Non-Disparagement

By signing below, you agree that you will not disparage, or make any negative comments, or embarrass, or in any other way act in a way that depicts the Company, any affiliate of the Company, or any director, officer or employee of the Company, in a negative or unflattering way during the term of your employment and thereafter. However, nothing herein prevents you from responding truthfully to a valid subpoena, from filing a charge with, or participating in any investigation conducted by, any governmental or regulatory body.

Entire Agreement

This offer letter and the Confidential Information, Invention Assignment and Arbitration Agreement set forth the terms of your employment with the Company and supersede, effective as of the Effective Date, any prior representations or agreements including, but not limited to, any representations made during your interviews or relocation negotiations, whether written or oral. This offer letter, including, but not limited to, its at-will employment provision, may not be modified or amended except by a written agreement signed by a duly authorized representative of the Company and you.

Choice of Law

This offer letter will be governed by the laws of the State of New York without regard to New York's conflicts of law rules that may result in the application of the laws of any jurisdiction other than New York.

Conditioned on Closing

In the event the Closing (as defined in the Purchase Agreement) does not occur or the Purchase Agreement is terminated in accordance with its terms prior to the Closing, this offer letter shall be null and void and of no further force or effect.

[Remainder of page left intentionally blank. Signature page to follow.]

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To indicate your acceptance of the terms of your continued employment as Co-Chief Executive Officer of the Company and Strata as set forth herein, please sign and date this letter in the space provided below. A duplicate original is enclosed for your records. You must also sign and complete a wage notice form required by the State of New York.

We look forward to your favorable reply.

Sincerely,

/s/ William Heyburn

Name: William Heyburn

Title: Treasurer

I accept the Company's offer of continued employment and the terms and conditions set forth above, effective as of the Effective Date:

Signature: /s/ Melissa M. Tomkiel

Name: Melissa M. Tomkiel

Date: August 28, 2025

Enclosures

Confidential Information, Invention Assignment, and Arbitration Agreement

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STRATA CRITICAL, INC.

**CONFIDENTIAL INFORMATION,
INVENTION ASSIGNMENT AND ARBITRATION AGREEMENT**

As a condition of my employment with Strata Critical, Inc. (f/k/a Trinity Medical Intermediate II, Inc.), its subsidiaries, affiliates, successors or assigns, and all other entities, agents, or persons that control, are controlled by, or are under common control with the Company (together, the "Company"), and in consideration of my employment with the Company, receipt of Company Confidential Information (as defined below), and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following provisions of this Strata Critical, Inc. Confidential Information, Invention Assignment, and Arbitration Agreement (this "Agreement"):

1. **At-Will Employment.** I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR NO SPECIFIED TERM AND CONSTITUTES "AT-WILL" EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS IN WRITING AND SIGNED BY THE PRESIDENT OR CEO OF THE COMPANY. ACCORDINGLY, I ACKNOWLEDGE THAT MY EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, FOR ANY REASON OR NO REASON, AT MY OPTION OR AT THE OPTION OF THE COMPANY, WITH OR WITHOUT NOTICE. I FURTHER ACKNOWLEDGE THAT THE COMPANY MAY MODIFY JOB TITLES, SALARIES, AND BENEFITS FROM TIME TO TIME AS IT DEEMS NECESSARY. I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT DOES NOT PURPORT TO SET FORTH ALL OF THE TERMS AND CONDITIONS OF MY EMPLOYMENT, AND AS AN EMPLOYEE OF THE COMPANY, I HAVE OBLIGATIONS TO THE COMPANY WHICH ARE NOT DESCRIBED IN THIS AGREEMENT.

2. Confidentiality

A. **Definition of Confidential Information.** I understand that "Company Confidential Information" means any of the Company's current and anticipated business, research, development, and information (including any and all combinations of individual items of information) that the Company has or will develop, acquire, create, compile, discover or own, or is under consideration, that has value in or to the Company's business which is not generally known and which the Company wishes to maintain as confidential. Company Confidential Information includes both information disclosed by the Company to me, and information developed or learned by me during the course of my employment with the Company. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Company Confidential Information. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, or to the Company's technical data, trade secrets, or know-how, including, but not limited to, employee data and information, research, product plans, or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on which I called or with which I may become acquainted during the term of my employment), software, developments, inventions, discoveries, ideas, processes, know-how, formulas, techniques, technology, designs, drawings, specifications, apparatuses, devices, tools, algorithms, engineering, hardware configuration information, prototypes, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Company Confidential Information shall not include any such information which I can establish (i) was publicly known or made generally available prior to the time of disclosure by the Company to me; (ii) becomes publicly known or made generally available after disclosure by the Company to me through no wrongful action, fault, or omission by me (including breach of this Agreement); (iii) is in my rightful possession, without confidentiality obligations, at the time of disclosure by the Company as shown by my then-contemporaneous written records provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception.

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B. **Nonuse and Nondisclosure.** I agree that during and after my employment with the Company, I will hold in the strictest confidence, and take all reasonable precautions to prevent any direct or indirect unauthorized use or disclosure of Company Confidential Information, and I will not (i) use Company Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of my employment, (ii) disclose Company Confidential Information to any third party without the prior written authorization of the President, CEO, or the Board of Directors of the Company; or (iii) directly or indirectly encourage others to disclose or use such Company Confidential Information. Subject to Section 7 below, prior to disclosure I shall provide prior written notice to the President, CEO, and General Counsel of the Company (as applicable). I agree that I obtain no title to any Company Confidential Information, and that as between the Company and myself, the Company retains all Confidential Information as the sole property of the Company. I understand that my unauthorized use or disclosure of Company Confidential Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that my obligations under this Section 2.B shall continue after termination of my employment.

C. **Former Employer Confidential Information.** I agree that during my employment with the Company, I will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former employer or other person or entity with which I have an obligation to keep in confidence. I further agree that I will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any such third party unless disclosure to, and use by, the Company has been consented to in writing by such third party. Further, I acknowledge and agree that I have not retained anything containing or reflecting any confidential or intellectual property of a prior employer or other third party, whether or not created by me.

D. **Third Party Information.** I recognize that the Company has received and in the future will receive from third parties associated with the Company, e.g., the Company's customers, suppliers, licensors, licensees, partners, or collaborators ("Associated Third Parties"), their confidential or proprietary information ("Associated Third Party Confidential Information") subject to a duty on the Company's part to maintain the confidentiality of such Associated Third Party Confidential Information and to use it only for certain limited purposes. By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. I agree at all times during my employment with the Company and thereafter, that I owe the Company and its Associated Third Parties a duty to hold all such Associated Third Party Confidential Information in the strictest confidence, and not to directly or indirectly use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I further agree not to directly or indirectly encourage others to use or disclose Associated Third Party Confidential Information. I further agree to comply with any and all Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information or violation of any Company policies during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company.

3. Ownership

A. **Assignment of Inventions.** As between the Company and myself, I agree that all right, title, and interest in and to any and all copyrightable material, notes, records, ideas, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, (including all intellectual property rights therein, related to, or embodied therein), during the period of time I am in the employ of the Company (including during my off-duty hours), or with the use of the Company's equipment, supplies, facilities, or Company Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing, except as provided in Section 3.G below (collectively, "Inventions"), are the sole property of the Company. I also agree to promptly make full written disclosure to the Company of any Inventions, and to deliver and assign and hereby irrevocably assign fully to the Company all of my right, title and interest in and to Inventions. I agree that this assignment includes a present conveyance to the Company of ownership of Inventions that are not yet in existence. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit, and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions. If I believe any invention created by me during the term of my employment is not within the definition of Inventions, I agree that I will promptly disclose it to the Company so that the Company can make its own assessment.

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B. **Pre-Existing Materials.** I will inform the Company in writing before incorporating any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by me or in which I have an interest prior to, or separate from, my employment with the Company, including without limitation, any such inventions that meet the criteria set forth herein under Section 3.G (“**Prior Inventions**”) into any Invention or otherwise utilizing any such Prior Invention in the course of my employment with the Company, and the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. I will not incorporate any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by any third party into any Invention without the Company’s prior written permission. I have attached hereto as Exhibit A, a list describing all Prior Inventions or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that if any Prior Inventions are included on Exhibit A, they will not materially affect my ability to perform all obligations under this Agreement.

C. **Moral Rights.** Any assignment to the Company of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, “**Moral Rights**”). To the extent that I retain any such Moral Rights under applicable law, I hereby agree and consent to any action that may be taken with respect to such Moral Rights by or authorized by the Company, and agree not to assert any Moral Rights with respect thereto. I will confirm any such consent or agreement from time to time as requested by the Company.

D. **Maintenance of Records.** I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. As between the Company and myself, the records are and will be available to and remain the sole property of the Company at all times.

E. **Further Assurances.** I agree to assist the Company, or its designee, at the Company’s expense, in every proper way to secure the Company’s rights in the Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all Inventions, and testifying in a suit or other proceeding relating to such Inventions. I further agree that my obligations under this Section 3.E shall continue after the termination of this Agreement.

F. **Attorney-in-Fact.** I agree that, if the Company is unable because of my unavailability, mental or physical incapacity, or for any other reason to secure my signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company in Section 3.A, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any papers and oaths, and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

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G. **Exception to Assignments.** I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any Invention that I have developed entirely on my own time without using the Company’s equipment, supplies, facilities, trade secret information or Company Confidential Information (an “**Other Invention**”) except for those Other Inventions that either (i) relate at the time of conception or reduction to practice of such Other Invention to the Company’s business, or actual or anticipated research or development of the Company or (ii) result from or relate to any work that I performed for the Company or to any Company Confidential Information or Inventions. I will not incorporate, or permit to be incorporated, any Other Invention owned by me or in which I have an interest into a Company product, process or service without the Company’s prior written consent. Notwithstanding the foregoing sentence, if, in the course of my employment with the Company, I incorporate into a Company product, process, or service an Other Invention owned by me or in which I have an interest, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, sublicensable, worldwide license to reproduce, make derivative works of, distribute, perform, display, import, make, have made, modify, use, sell, offer to sell, and exploit in any other way such Other Invention, and to practice any method related thereto.

4. **Conflicting Obligations**

A. **Current Obligations.** I agree that during the term of my employment with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship, or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will I engage in any other activities that conflict with my obligations to the Company.

B. **Prior Relationships.** Without limiting Section 4.A, I represent and warrant that I have no other agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, my obligations to the Company under this Agreement, or my ability to become employed and perform the services for which I am being hired by the Company. I further agree that if I have signed a confidentiality agreement or similar type of agreement with any former employer or other entity, I will comply with the terms of any such agreement to the extent that its terms are lawful under applicable law. I represent and warrant that after undertaking a careful search (including searches of my computers, cell phones, electronic devices, and documents), I have returned all property and confidential information belonging to all prior employers (and/or other third parties I have performed services for in accordance with the terms of my applicable agreement). Moreover, I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by any of them resulting from my breach of my obligations under any agreement with a third party to which I am a party or obligation to which I am bound, as well as any reasonable attorneys’ fees and costs if the plaintiff is the prevailing party in such an action, except as prohibited by law.

5. **Return of Company Materials**

A. **Definition of Electronic Media Equipment and Electronic Media Systems.** I understand that “**Electronic Media Equipment**” includes, but is not limited to, computers, external storage devices, thumb drives, handheld electronic devices, telephone equipment, and other electronic media devices. I understand that “**Electronic Media Systems**” includes, but is not limited to, computer servers, messaging and email systems or accounts, and web-based services (including cloud-based information storage accounts), whether provided for my use directly by the Company or by third-party providers on behalf of the Company.

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B. **Return of Company Property.** I understand that anything that I created or worked on for the Company while working for the Company belongs

solely to the Company and that I cannot remove, retain, or use such information without the Company's express written permission. Accordingly, upon separation from employment with the Company or upon the Company's request at any other time, I will immediately deliver to the Company, and will not keep in my possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, all Company equipment including all Company Electronic Media Equipment, all tangible embodiments of the Inventions, all electronically stored information and passwords to access such property, Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, any other documents and property, and reproductions of any of the foregoing items, including, without limitation, those records maintained pursuant to Section 3.D.

C. **Return of Company Information on Company Electronic Media Equipment.** In connection with my obligation to return information to the Company, I agree that I will not copy, delete, or alter any information, including personal information voluntarily created or stored, contained upon my Company Electronic Media Equipment before I return the information to the Company.

D. **Return of Company Information on Personal Electronic Media Equipment.** In addition, if I have used any personal Electronic Media Equipment or personal Electronic Media Systems to create, receive, store, review, prepare or transmit any Company information, including but not limited to, Company Confidential Information, I agree to make a prompt and reasonable search for such information in good faith, including reviewing any personal Electronic Media Equipment or personal Electronic Media Systems to locate such information and if I locate such information I agree to notify the Company of that fact and then provide the Company with a computer-useable copy of all such Company information from those equipment and systems; and I agree to cooperate reasonably with the Company to verify that the necessary copying is completed (including upon request providing a sworn declaration confirming the return of property and deletion of information), and, upon confirmation of compliance by the Company, I agree to delete and expunge all Company information.

E. **No Expectation of Privacy in Company Property:** I understand that I have no expectation of privacy in Company property, and I agree that any Company property situated on Company premises, or held by third-party providers for the benefit of the Company, is subject to inspection by Company personnel at any time with or without further notice. I also understand and agree that as it relates to the Company's desire to protect its confidential and proprietary information, I have no expectation of privacy as to any personal Electronic Media Equipment or personal Electronic Media Systems that I have used for Company purposes. I further agree that the Company, at its sole discretion, may have access to such personal Electronic Media Equipment or personal Electronic Media Systems to retrieve, destroy, or ensure the permanent deletion of Company Confidential Information from such equipment or systems. I also consent to an exit interview and an audit to confirm my compliance with this Section 5, and I will certify in writing that I have complied with the requirements of this Section 5.

6. **Termination Certification.** Upon separation from employment with the Company, I agree to immediately sign and deliver to the Company the "Termination Certification" attached hereto as Exhibit B. I also agree to keep the Company advised of my home and business address for a period of three years after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations provided by this Agreement.

7. **Protected Disclosures.** Nothing in this Agreement or any Company policy shall be construed to prevent me from:

A. Reporting, without informing the Company, possible violations of federal or state law or regulations to any governmental and/or law enforcement agency or entity, including but not limited to, Congress, any Inspector General, the United States Department of Justice, the U.S. Securities and Exchange Commission, the National Labor Relations Board, and the U.S. Equal Employment Opportunity Commission (or equivalent state/local agency such as the New York State Division of Human Rights and New York City Commission on Human Rights);

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B. Speaking with my attorney;

C. Receiving any monetary award or other payment that I might become entitled to from any governmental agency or entity;

D. Disclosing Company trade secrets: (a) in confidence and solely for the purpose of reporting or investigating a suspected violation of law; (b) to a lawyer in connection with any lawsuit brought alleging retaliation for reporting a suspected violation of law; (c) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and/or (d) in any lawsuit alleging retaliation for reporting a suspected violation of law so long as court filings containing trade secrets are filed under seal and trade secrets are not disclosed except as may be provided by court order; or

E. Communicating with others (including employees or non-employees) about wages, hours and other terms and conditions of employment, or engaging in any other activity protected by Section 7 of the National Labor Relations Act.

8. **Covenant Not to Compete and No Solicitation**

A. **Covenant Not to Compete**

(1) I agree that during the course of my employment and for a period of 12 months immediately following the termination of my relationship with the Company for any reason, I will not, without the prior written consent of the Company (which may be withheld in the Company's sole discretion), whether paid or not: (i) serve as a partner, principal, licensor, licensee, employee, consultant, officer, director, manager, agent, affiliate, representative, advisor, promoter, associate, investor, or otherwise for; (ii) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of, or (iii) build, design, finance, acquire, lease, operate, manage, control, invest in, work or consult for or otherwise join, participate in or affiliate myself with, any business whose business, products or operations are in any respect competitive with or otherwise similar to the Company's business. The foregoing covenant shall cover my activities in every part of the Territory. "Territory" shall mean (i) all counties in the State of New York; (ii) all other states of the United States of America from which the Company derived revenue or conducted business at any time during the two-year period prior to the date of the termination of my employment with the Company; and (iii) any other countries from which the Company derived revenue or conducted business at any time during the two-year period prior to the date of the termination of my employment with the Company. Should I obtain other employment during my employment with the Company or within 12 months immediately following the termination of my relationship with the Company, I agree to provide written notification to the Company as to the name and address of my new employer, the position that I expect to hold, and a general description of my duties and responsibilities, at least three business days prior to starting such employment.

(2) I acknowledge that, in the course of my employment with the Company, I will acquire Company Confidential Information concerning the Company's business that could be used to the detriment of the Company. Accordingly, the parties hereby agree that the period, scope and geographical areas of restriction imposed upon me by the provisions of this Agreement are fair and reasonable and are reasonably required for the protection of the Company. I warrant and represent to the Company that my experience and capabilities are such that the provisions of this Agreement will not prevent me from earning a livelihood. I further warrant and represent that because the services rendered by me are special, unique or extraordinary, enforcement of the restrictions of this Agreement is necessary to protect the goodwill of the Company. If any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof. If the provisions of this Agreement relating to the area of restriction, the period of restriction, or the scope of restriction shall be deemed to exceed the maximum area, period of time or scope that a court of competent jurisdiction would deem enforceable, said area, period of time and scope shall, for purposes of this Agreement, be deemed to be the maximum area or period of time or scope that a court of competent jurisdiction would deem valid and enforceable.

B. **No Solicitation.**

(1) **Non-Solicitation of Customers.** I agree that for a period of 12 months immediately following the termination of my employment with the Company, whether I resign voluntarily or am terminated by the Company involuntarily, I shall not contact, or cause to be contacted, directly or indirectly, do or suffer or otherwise encourage or assist any person to engage in any form of oral, verbal, written, recorded, transcribed, or electronic communication with any Customer for the purposes of conducting business that is competitive or similar to that of the Company or for the purpose of disadvantaging the Company's business in any way. For the purposes of this Agreement, "Customer" shall mean all persons or entities that have used or inquired of the Company's services at any time during the two-year period preceding the termination of my employment with the Company. I acknowledge and agree that the Customers did not use or inquire of the Company's services solely as a result of my efforts, and that the efforts of other Company personnel and resources are responsible for the Company's relationship with the Customers. I further acknowledge and agree that the identity of the Customers is not readily ascertainable or discoverable through public sources, and that the Company's list of Customers was cultivated with great effort and secured through the expenditure of considerable time and money by the Company.

(2) **Non-Solicitation of Employees.** I agree that for a period of 12 months immediately following the termination of my employment with the Company, whether I resign voluntarily or am terminated by the Company involuntarily, I will not directly or indirectly hire, solicit, or recruit, or attempt to hire, solicit, or recruit, or induce, influence, or attempt to influence in any manner whatsoever, including but not limited to social media or networking announcements, any present, former or future employee, agent or officer of the Company, including consultants, independent contractors, and their representatives and/or agents, to terminate or divert or diminish or leave their employment with the Company, nor will I contact any current, former or future employee of the Company, or cause any current, former or future employee of the Company to be contacted, for the purpose of leaving employment with the Company.

(3) **Non-Solicitation of Others.** I agree that for a period of 12 months immediately following the termination of my employment with the Company, whether I resign voluntarily or am terminated by the Company involuntarily, I will not solicit, encourage, or induce, or cause to be solicited, encouraged or induced, directly or indirectly, any current or prospective franchisee, joint venture, supplier, client, customer, vendor or contractor who conducted business with the Company at any time during the two year period preceding the termination of my employment with the Company, to terminate or adversely modify any business relationship with the Company or not to proceed with, or enter into, any business relationship with the Company, nor shall I otherwise interfere with any business relationship between the Company and any such franchisee, joint venture, supplier, vendor or contractor.

C. **Acknowledgements.** In the event of my breach or violation of this Section 8, or good faith allegation by the Company of my breach or violation of this Section 8, the restricted periods set forth in this Section 8 shall be tolled until such breach or violation, or dispute related to an allegation by the Company that I have breached or violated this Section 8, has been duly cured or resolved, as applicable.

D. **Separate Covenants.** The covenants contained in subsections (A) and (B) above shall be construed as a series of separate covenants, one for each city, county and state of any geographic area in the Territory. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in subsections (A) and (B) above. If, in any judicial or arbitral proceeding, a court or arbitrator refuses to enforce any of such separate covenants (or any part thereof), then such unenforceable covenant (or such part) shall be revised, or if revision is not permitted it shall be eliminated from this Agreement, to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event that the provisions of subsections (A) and (B) above are deemed to exceed the time, geographic or scope limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, geographic or scope limitations, as the case may be, then permitted by such law. In the event that the applicable court or arbitrator does not exercise the power granted to it in the prior sentence, I and the Company agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

9. **Notification of New Employer.** If I leave the Company's employ, I hereby grant consent to notification by the Company to my new employer about my obligations under this Agreement.

10. **Conflict of Interest Guidelines.** I agree to diligently adhere to all policies of the Company, including the Company's Conflict of Interest Guidelines. A copy of the Company's current Conflict of Interest Guidelines is attached as Exhibit C hereto, but I understand that these Conflict of Interest Guidelines may be revised from time to time during my employment.

11. **Representations.** Without limiting my obligations under Section 3.E above, I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent and warrant that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.

12. **Audit.**

A.I am aware that the Company has or may acquire software and systems that are capable of monitoring and recording all Company network traffic to and from any computer, handheld device, telephone, voicemail, email or other technology system I may use to access the Company's internal networks. All information, data, and messages created, received, sent, or stored in these systems are, at all times, the property of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized, or non-compliant applications to the Company's technology systems, including, without limitation, open source or free software not authorized by the Company, and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or websites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone, and technology systems to which I will have access in connection with my employment.

B.I am aware that the Company has or may acquire software and systems that are capable of monitoring and recording all network traffic to and from any computer I may use. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without notice to me and/or in my absence. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings by me), and all file transfers into and out of the Company's internal networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information I have downloaded. In addition, the Company may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes.

C.To the extent I use any personally supplied or non-Company systems in connection with my employment with the Company, I agree to supply these devices or systems to the Company upon request and to submit any such devices or systems for review by Company officials or others acting on the Company's behalf. I

acknowledge that I have no expectation of privacy in connection with any information, data, and messages created, received, sent, or stored in connection with or arising out of my employment with the Company. I agree to cooperate fully with any Company request to examine or obtain any information arising out of or relating to my employment with the Company whether in electronic or any other format including without limitation requests in connection with internal investigations, litigation or claims of any kind.

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13. Arbitration and Equitable Relief

A. **Arbitration.** IN CONSIDERATION OF MY EMPLOYMENT WITH THE COMPANY AND ITS PROMISE TO ARBITRATE ALL EMPLOYMENT-RELATED DISPUTES, AT PRESENT AND IN THE FUTURE, I AGREE THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING THE COMPANY AND ANY EMPLOYEE, BOARD MEMBER, OFFICER, DIRECTOR, SHAREHOLDER OR BENEFIT PLAN OF THE COMPANY, IN THEIR CAPACITY AS SUCH OR OTHERWISE), ARISING OUT OF, RELATING TO, OR RESULTING FROM MY EMPLOYMENT WITH THE COMPANY OR THE TERMINATION OF MY EMPLOYMENT WITH THE COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT, SHALL BE SUBJECT TO FINAL AND BINDING ARBITRATION UNDER THE ARBITRATION PROVISIONS SET FORTH IN THE NEW YORK CIVIL PRACTICE LAW AND RULES, ARTICLE 75, SECTION 7501 THROUGH 7514 (THE “RULES”). THE FEDERAL ARBITRATION ACT SHALL CONTINUE TO APPLY WITH FULL FORCE AND EFFECT NOTWITHSTANDING THE APPLICATION OF PROCEDURAL RULES SET FORTH IN THE ACT. I AGREE THAT I MAY ONLY COMMENCE AN ACTION IN ARBITRATION, OR ASSERT COUNTERCLAIMS IN AN ARBITRATION, ON AN INDIVIDUAL BASIS AND, THUS, I HEREBY WAIVE MY RIGHT TO COMMENCE OR PARTICIPATE IN ANY CLASS OR COLLECTIVE ACTION(S) AGAINST THE COMPANY, AS PERMITTED BY LAW. DISPUTES THAT I AGREE TO ARBITRATE, AND THEREBY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY, INCLUDE ANY STATUTORY CLAIMS UNDER LOCAL, STATE, OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE CIVIL RIGHTS ACT OF 1991, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE SARBANES-OXLEY ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE FAIR CREDIT REPORTING ACT, THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, THE FAMILY AND MEDICAL LEAVE ACT, THE NEW YORK STATE HUMAN RIGHTS LAW, THE NEW YORK CITY HUMAN RIGHTS LAW, IF APPLICABLE, THE NEW YORK LABOR CODE, THE NEW YORK WORKERS’ COMPENSATION LAW, CLAIMS OF, DISCRIMINATION AND WRONGFUL TERMINATION, AND ANY STATUTORY, TORT, OR COMMON LAW CLAIMS. NOTWITHSTANDING THE FOREGOING, I UNDERSTAND THAT NOTHING IN THIS AGREEMENT CONSTITUTES A WAIVER OF MY RIGHTS UNDER SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT. I FURTHER UNDERSTAND THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH ME.

B. **Procedure.** I AGREE THAT ANY ARBITRATION WILL BE ADMINISTERED BY JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. (“JAMS”), PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE “JAMS RULES”), WHICH ARE AVAILABLE AT <http://www.jamsadr.com/rules-employment-arbitration/> AND UPON REQUEST FROM HUMAN RESOURCES. I UNDERSTAND THAT THE PARTIES TO THE ARBITRATION SHALL EACH PAY AN EQUAL SHARE OF THE COSTS AND EXPENSES OF SUCH ARBITRATION, EXCEPT AS PROHIBITED BY LAW, AND UNDERSTAND THAT EACH PARTY SHALL SEPARATELY PAY FOR ITS RESPECTIVE ATTORNEYS’ FEES AND COSTS. I AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, MOTIONS TO DISMISS, AND MOTIONS FOR CLASS CERTIFICATION, PRIOR TO ANY ARBITRATION HEARING. I AGREE THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. I ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW. I AGREE THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. I AGREE THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH NEW YORK LAW, INCLUDING THE NEW YORK CIVIL PRACTICE LAW AND RULES, AND THAT THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL NEW YORK LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT OF LAW. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH NEW YORK LAW, NEW YORK LAW SHALL TAKE PRECEDENCE. I AGREE THAT THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING. I AGREE THAT ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN NEW YORK COUNTY, NEW YORK.

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C. **Remedy.** EXCEPT AS PROVIDED BY THE RULES AND THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE AND FINAL REMEDY FOR ANY DISPUTE BETWEEN ME AND THE COMPANY. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY APPLICABLE LAW, THE RULES AND THIS AGREEMENT, NEITHER I NOR THE COMPANY WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION.

D. **Availability of Injunctive Relief.** I AGREE THAT ANY PARTY MAY ALSO PETITION A COURT OF COMPETENT JURISDICTION FOR INJUNCTIVE RELIEF WHERE EITHER PARTY ALLEGES OR CLAIMS A VIOLATION OF THE CONFIDENTIAL INFORMATION, INVENTION ASSIGNMENT, AND ARBITRATION AGREEMENT BETWEEN ME AND THE COMPANY OR ANY OTHER AGREEMENT REGARDING TRADE SECRETS, CONFIDENTIAL INFORMATION, NONCOMPETITION OR NONSOLICITATION. I UNDERSTAND THAT ANY BREACH OR THREATENED BREACH OF SUCH AN AGREEMENT WILL CAUSE IRREPARABLE INJURY AND THAT MONEY DAMAGES WILL NOT PROVIDE AN ADEQUATE REMEDY THEREFOR AND BOTH PARTIES HEREBY CONSENT TO THE ISSUANCE OF AN INJUNCTION WITHOUT POSTING OF A BOND. IN THE EVENT EITHER PARTY SEEKS INJUNCTIVE RELIEF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE COSTS AND ATTORNEYS’ FEES.

E. **Administrative Relief.** I UNDERSTAND THAT THIS AGREEMENT DOES NOT PROHIBIT ME FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE, OR FEDERAL ADMINISTRATIVE BODY OR GOVERNMENT AGENCY THAT IS AUTHORIZED TO ENFORCE OR ADMINISTER LAWS RELATED TO EMPLOYMENT, INCLUDING, BUT NOT LIMITED TO, THE NEW YORK STATE DIVISION OF HUMAN RIGHTS, THE NEW YORK CITY COMMISSION ON HUMAN RIGHTS (AS APPLICABLE), THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, THE NATIONAL LABOR RELATIONS BOARD, OR THE WORKERS’ COMPENSATION BOARD. THIS AGREEMENT DOES, HOWEVER, PRECLUDE ME FROM PURSUING COURT ACTION REGARDING ANY SUCH CLAIM, EXCEPT AS PERMITTED BY LAW.

F. **Voluntary Nature of Agreement.** I ACKNOWLEDGE AND AGREE THAT I AM EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. I FURTHER ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND THAT I HAVE ASKED ANY QUESTIONS NEEDED FOR ME TO UNDERSTAND THE TERMS, CONSEQUENCES, AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT I AM WAIVING MY RIGHT TO A JURY TRIAL. FINALLY, I AGREE THAT I HAVE BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF MY CHOICE BEFORE SIGNING THIS AGREEMENT.

14. **Protected Activity.** Nothing in this Agreement shall be construed to prevent or limit you from: (i) responding truthfully to a valid subpoena; (ii) filing a charge or complaint with, or participating in any investigation conducted by, a governmental agency including without limitation the Department of Labor, the Occupational Safety and Health Administration, the Equal Employment Opportunity Commission, the New York Attorney General, and/or any state or local human rights agency; (iii) filing

a complaint with or participating in an investigation conducted by the National Labor Relations Board; (iv) engaging in communications that constitute concerted activities for the purpose of collective bargaining or other mutual aid or protection of employees; (v) exercising any other applicable rights under Section 7 of the National Labor Relations Act; (vi) filing or disclosing any facts necessary to receive unemployment insurance, Medicaid, or any other public benefits to which you are entitled; (vii) speaking with law enforcement or an attorney retained by you; or (viii) filing, testifying, or participating in or otherwise assisting in a proceeding relating to, or reporting, an alleged violation of any federal, state, or municipal law relating to fraud or any rule, regulation, or investigation of a governmental agency (including, but not limited to, the Securities Exchange Commission ("SEC") or Commodity Futures Trading Commission ("CFTC")), or making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. Prior authorization of the Company shall not be required to make any reports or disclosures under this Paragraph. Nevertheless, you acknowledge and agree that by virtue of the release set forth above, you have waived any relief available (including without limitation, monetary damages, equitable relief, and reinstatement) under any of the claims and/or causes of action waived in this Agreement. Therefore, except as set forth herein, you agree to not seek or accept any award or settlement from any source or proceeding (including but not limited to any proceeding brought by any other person or by any government agency) with respect to any claim or right waived in this Agreement. This Agreement does not, however, waive or release your right to receive a whistleblower award from the SEC or CFTC for information provided to the SEC or CFTC.

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15. **Miscellaneous**

A. **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by the laws of the State of New York without regard to New York's conflicts of law rules that may result in the application of the laws of any jurisdiction other than New York. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in New York for any lawsuit filed against me by the Company.

B. **Enforcement of Agreement.** I agree to indemnify the Company from any and all costs, fees, or expenses incurred by the Company (including, but not limited to, attorneys' fees) in successfully enforcing the terms of this Agreement against me (including, but not limited to, a court partially or fully granting any application, motion, or petition by the Company for injunctive relief, including, but not limited to, a temporary restraining order, preliminary injunction, or permanent injunction) as a result of my breach or threatened breach of any provision contained herein. The Company shall be entitled to recover from me a portion or all of the costs, fees, or expenses incurred, and from which I have indemnified it, at any time during the course of a dispute (i.e., final resolution of such dispute is not a prerequisite) upon written demand to me or my legal counsel. In the event the Company demands only a portion of such costs, fees, or expenses incurred, such demand shall be without prejudice to further demands for (i) the remainder of any outstanding costs, fees, or expenses incurred, or (ii) costs, fees, or expenses incurred after the prior demand.

C. **Assignability.** This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. Notwithstanding anything to the contrary herein, the Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of the Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated.

D. **Entire Agreement.** This Agreement, together with the Exhibits herein and any executed written offer letter between me and the Company, to the extent such materials are not in conflict with this Agreement, sets forth the entire agreement and understanding between the Company and me with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between us, including, but not limited to, any representations made during my interview(s) or relocation negotiations. I represent and warrant that I am not relying on any statement or representation not contained in this Agreement. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement.

E. **Headings.** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

F. **Severability.** If a court or other body of competent jurisdiction finds, or the parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

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G. **Modification, Waiver.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the President or CEO of the Company and me. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

H. **Survivorship.** The rights and obligations of the parties to this Agreement will survive termination of my employment with the Company.

[Remainder of page left intentionally blank. Signature page to follow.]

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Signature: /s/ Melissa M. Tomkiel

Name: Melissa M. Tomkiel

Date: August 28, 2025

[Signature Page to Confidential Information, Invention Assignment and Arbitration Agreement]

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP**

Title	Date	Identifying Number or Brief Description

___ No inventions or improvements
___ Additional Sheets Attached

Date

Signature

Name of Employee (typed or printed)

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EXHIBIT B

STRATA CRITICAL, INC. TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, any other documents or property, or reproductions of any and all aforementioned items belonging to Strata Critical, Inc., its subsidiaries, affiliates, successors or assigns (together, the “**Company**”).

I further certify that I have complied with all the terms of the Company’s Confidential Information, Invention Assignment, and Arbitration Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others), as covered by that agreement.

I further agree that, in compliance with the Confidential Information, Invention Assignment, and Arbitration Agreement, I will preserve as confidential all Company Confidential Information and Associated Third Party Confidential Information, including trade secrets, confidential knowledge, data, or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information, or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants, or licensees.

I also agree that for 12 months from this date, I will comply with the non-competition and non-solicitation provisions, as set forth in Section 8 of the Confidential Information, Invention Assignment, and Arbitration Agreement.

After leaving the Company’s employment, I will be employed by

_____ in the position of _____.

Date

Signature

Name of Employee (typed or printed)

Address for Notifications: _____

EXHIBIT C**STRATA CRITICAL, INC. CONFLICT OF INTEREST GUIDELINES**

It is the policy of Strata Critical, Inc. to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees, and independent contractors must avoid activities that are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations that must be avoided:

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The Confidential Information, Invention Assignment, and Arbitration Agreement elaborates on this principle and is a binding agreement.)
2. Accepting or offering substantial gifts, excessive entertainment, favors, or payments that may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.
3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.
4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.
5. Initiating or approving any form of personal or social harassment of employees.
6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.
7. Borrowing from or lending to employees, customers, or suppliers.
8. Acquiring real estate of interest to the Company.
9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
10. Unlawfully discussing prices, costs, customers, sales, or markets with competing companies or their employees.
11. Making any unlawful agreement with distributors with respect to prices.
12. Improperly using or authorizing the use of any inventions that are the subject of patent claims of any other person or entity.
13. Engaging in any conduct that is not in the best interest of the Company. Each officer, employee, and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in discharge without warning. I understand that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their employment, as protected by applicable law.

STRATA CRITICAL, INC.

August 28, 2025

William A. Heyburn
Delivered via email to: will@blade.com

Dear Will:

I am pleased to confirm the terms of your employment as Co-Chief Executive Officer of Strata Critical, Inc. (f/k/a Trinity Medical Intermediate II, Inc.) (the “**Company**”) and its parent, Strata Critical Medical, Inc. (f/k/a Blade Air Mobility, Inc.) (“**Strata**”), reporting to the Lead Independent Director (if any) and the Board of Directors of Strata (the “**Board**”), effective as of the date of the closing of the transactions contemplated by that certain Equity Purchase Agreement, dated August 1, 2025 (the “**Purchase Agreement**”), by and among Strata, the Company, Blade Urban Air Mobility, Inc., Joby Aviation, Inc., and Joby Aero, Inc., a Delaware corporation and wholly owned subsidiary of Joby Aviation (such closing date, the “**Effective Date**”).

By signing below, you represent that you are under no obligation or agreement that would prevent you from becoming an employee of the Company or that would adversely impact your ability to perform your expected job duties. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting, or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company. Similarly, you agree not to bring any third-party confidential information to the Company, including that of your former employer, and that you will not in any way utilize any such information in performing your duties for the Company.

Compensation

Effective as of the Effective Date, you will receive an annualized salary of \$550,000, less applicable withholdings, which will be paid semi-monthly in accordance with the Company’s normal payroll procedures. Your compensation will be reviewed by the Compensation Committee of the Board on a regular basis.

You may also be eligible for participation in other compensation plans/programs of the Company, subject to the terms of such plans/programs, as amended and in effect from time to time, and as determined by the Compensation Committee of the Board in its sole discretion.

Additionally, you will be eligible for equity awards, as determined by the Compensation Committee of the Board in its sole discretion.

Benefits

As an employee, you will be eligible for all benefits that the Company offers to its full-time employees, provided that you meet all requirements for each benefit, as set forth in the applicable plan documents. The details of these benefits are set forth in summary plan descriptions and plan documents; additional information is available upon request. Each benefit is governed by that policy provider’s terms and conditions, which will be determinative. The Company reserves the right to amend, modify, or terminate any of these benefits without notice.

Accelerated Equity Vesting on Termination without Cause or Resignation for Good Reason

Upon a termination of your employment by the Company without Cause or by you for Good Reason (as each such term is defined in the Company’s Change in Control Severance Plan) and subject to your execution of an effective release of claims in favor of the Company as required pursuant to Section 5.1 of such Change in Control Severance Plan, any of your then-outstanding unvested time-vesting equity awards granted by the Company that have a vesting date on or before the 18-month anniversary of the date of such termination shall become fully vested and any then-outstanding unvested performance-vesting equity awards granted by the Company will remain outstanding and will vest to the extent (if any) earned based on actual performance during the full performance period of the applicable award, on a pro-rated basis (rounded to the nearest whole number of shares), determined based on the ratio (not to exceed 100%) of (A) the sum of (x) the number of days of you were employed during the portion of the applicable performance period ending on the date of such termination, and (y) 548 days to (B) the number of days in the applicable performance period; provided, that, if following the provisions of the award agreement pursuant to which such performance-vesting equity award was granted would result in such equity award vesting with respect to more than the remaining unvested target number shares subject to such award, such provisions of the award agreement will apply.

At-Will Employment

The Company looks forward to a continued beneficial and fruitful relationship. Nevertheless, you should be aware that your continued employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time and with or without notice. We request that, in the event of resignation, you give the Company at least four weeks’ notice.

You will, at all times, be subject to the Company’s policies and procedures, including without limitation those pertaining to confidentiality and standards of conduct. The Company reserves the right to amend its policies and practices at any time.

Use of Likeness

By signing below, you represent that you understand that the Company may, from time to time, take photographs, or retain outside photographers to take photographs, of the Company’s business operations, including its offices, equipment and personnel. You authorize the Company to utilize, for legitimate business purposes, any such photographs that may include your portrait, picture or likeness. You understand that this shall serve as a continuing authorization for the Company to utilize your portrait, picture or likeness for the purposes noted above at any time in the future.

Confidential Information, Invention Assignment and Arbitration Agreement

As a condition of your employment, you will also be required to sign and comply with a Confidential Information, Invention Assignment and Arbitration Agreement, which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company, and non-disclosure of proprietary information. In addition, in the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree to an arbitration in which (i) you are waiving any and all rights to a jury trial but all court remedies will be available in arbitration, (ii) we agree that all disputes between you and the Company shall be fully and finally resolved by binding arbitration, and (iii) all disputes shall be resolved by a neutral arbitrator who shall issue a written opinion.

Section 409A

This offer letter is intended to be exempt from or comply with the requirements to avoid tax under Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"). To the extent that any provision in this offer letter is ambiguous as to its compliance with Section 409A, the provision will be construed in a manner that complies with such intent. In the event that any amounts or benefits payable hereunder would subject you to taxes under Section 409A, neither the Company nor any of its principals, members, managers, partners, shareholders, directors, officers, employees, consultants or other agents shall be liable to you or your beneficiaries for any such taxes, or for any interest or penalties or any other damages related thereto.

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Non-Disparagement

By signing below, you agree that you will not disparage, or make any negative comments, or embarrass, or in any other way act in a way that depicts the Company, any affiliate of the Company, or any director, officer or employee of the Company, in a negative or unflattering way during the term of your employment and thereafter. However, nothing herein prevents you from responding truthfully to a valid subpoena, from filing a charge with, or participating in any investigation conducted by, any governmental or regulatory body.

Entire Agreement

This offer letter and the Confidential Information, Invention Assignment and Arbitration Agreement set forth the terms of your employment with the Company and supersede, effective as of the Effective Date, any prior representations or agreements including, but not limited to, any representations made during your interviews or relocation negotiations, whether written or oral. This offer letter, including, but not limited to, its at-will employment provision, may not be modified or amended except by a written agreement signed by a duly authorized representative of the Company and you.

Choice of Law

This offer letter will be governed by the laws of the State of New York without regard to New York's conflicts of law rules that may result in the application of the laws of any jurisdiction other than New York.

Conditioned on Closing

In the event the Closing (as defined in the Purchase Agreement) does not occur or the Purchase Agreement is terminated in accordance with its terms prior to the Closing, this offer letter shall be null and void and of no further force or effect.

[Remainder of page left intentionally blank. Signature page to follow.]

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To indicate your acceptance of the terms of your continued employment as Co-Chief Executive Officer of the Company and Strata as set forth herein, please sign and date this letter in the space provided below. A duplicate original is enclosed for your records. You must also sign and complete a wage notice form required by the State of New York.

We look forward to your favorable reply.

Sincerely,

/s/ Melissa Tomkiel

Name: Melissa Tomkiel

Title: President and Secretary

I accept the Company's offer of continued employment and the terms and conditions set forth above, effective as of the Effective Date:

Signature: /s/ William A. Heyburn

Name: William A. Heyburn

Date: August 28, 2025

Enclosures

Confidential Information, Invention Assignment, and Arbitration Agreement

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STRATA CRITICAL, INC.

**CONFIDENTIAL INFORMATION,
INVENTION ASSIGNMENT AND ARBITRATION AGREEMENT**

As a condition of my employment with Strata Critical, Inc. (f/k/a Trinity Medical Intermediate II, Inc.), its subsidiaries, affiliates, successors or assigns, and all other entities, agents, or persons that control, are controlled by, or are under common control with the Company (together, the "**Company**"), and in consideration of my employment with the Company, receipt of Company Confidential Information (as defined below), and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following provisions of this Strata Critical, Inc. Confidential Information, Invention Assignment, and Arbitration Agreement (this "**Agreement**"):

1. **At-Will Employment.** I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR NO SPECIFIED TERM AND CONSTITUTES "AT-WILL" EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS IN WRITING AND SIGNED BY THE PRESIDENT OR CEO OF THE COMPANY. ACCORDINGLY, I ACKNOWLEDGE THAT MY EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, FOR ANY REASON OR NO REASON, AT MY OPTION OR AT THE OPTION OF THE COMPANY, WITH OR WITHOUT NOTICE. I FURTHER ACKNOWLEDGE THAT THE COMPANY MAY MODIFY JOB TITLES, SALARIES, AND BENEFITS FROM TIME TO TIME AS IT DEEMS NECESSARY. I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT DOES NOT PURPORT TO SET FORTH ALL OF THE TERMS AND CONDITIONS OF MY EMPLOYMENT, AND AS AN EMPLOYEE OF THE COMPANY, I HAVE OBLIGATIONS TO THE COMPANY WHICH ARE NOT DESCRIBED IN THIS AGREEMENT.

2. Confidentiality

A. **Definition of Confidential Information.** I understand that "Company Confidential Information" means any of the Company's current and anticipated business, research, development, and information (including any and all combinations of individual items of information) that the Company has or will develop, acquire, create, compile, discover or own, or is under consideration, that has value in or to the Company's business which is not generally known and which the Company wishes to maintain as confidential. Company Confidential Information includes both information disclosed by the Company to me, and information developed or learned by me during the course of my employment with the Company. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Company Confidential Information. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, or to the Company's technical data, trade secrets, or know-how, including, but not limited to, employee data and information, research, product plans, or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on which I called or with which I may become acquainted during the term of my employment), software, developments, inventions, discoveries, ideas, processes, know-how, formulas, techniques, technology, designs, drawings, specifications, apparatuses, devices, tools, algorithms, engineering, hardware configuration information, prototypes, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Company Confidential Information shall not include any such information which I can establish (i) was publicly known or made generally available prior to the time of disclosure by the Company to me; (ii) becomes publicly known or made generally available after disclosure by the Company to me through no wrongful action, fault, or omission by me (including breach of this Agreement); (iii) is in my rightful possession, without confidentiality obligations, at the time of disclosure by the Company as shown by my then-contemporaneous written records provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception.

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B. **Nonuse and Nondisclosure.** I agree that during and after my employment with the Company, I will hold in the strictest confidence, and take all reasonable precautions to prevent any direct or indirect unauthorized use or disclosure of Company Confidential Information, and I will not (i) use Company Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of my employment, (ii) disclose Company Confidential Information to any third party without the prior written authorization of the President, CEO, or the Board of Directors of the Company; or (iii) directly or indirectly encourage others to disclose or use such Company Confidential Information. Subject to Section 7 below, prior to disclosure I shall provide prior written notice to the President, CEO, and General Counsel of the Company (as applicable). I agree that I obtain no title to any Company Confidential Information, and that as between the Company and myself, the Company retains all Confidential Information as the sole property of the Company. I understand that my unauthorized use or disclosure of Company Confidential Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that my obligations under this Section 2.B shall continue after termination of my employment.

C. **Former Employer Confidential Information.** I agree that during my employment with the Company, I will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former employer or other person or entity with which I have an obligation to keep in confidence. I further agree that I will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any such third party unless disclosure to, and use by, the Company has been consented to in writing by such third party. Further, I acknowledge and agree that I have not retained anything containing or reflecting any confidential or intellectual property of a prior employer or other third party, whether or not created by me.

D. **Third Party Information.** I recognize that the Company has received and in the future will receive from third parties associated with the Company, e.g., the Company's customers, suppliers, licensors, licensees, partners, or collaborators ("Associated Third Parties"), their confidential or proprietary information ("Associated Third Party Confidential Information") subject to a duty on the Company's part to maintain the confidentiality of such Associated Third Party Confidential Information and to use it only for certain limited purposes. By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. I agree at all times during my employment with the Company and thereafter, that I owe the Company and its Associated Third Parties a duty to hold all such Associated Third Party Confidential Information in the strictest confidence, and not to directly or indirectly use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I further agree not to directly or indirectly encourage others to use or disclose Associated Third Party Confidential Information. I further agree to comply with any and all Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information or violation of any Company policies during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company.

3. Ownership

A. **Assignment of Inventions.** As between the Company and myself, I agree that all right, title, and interest in and to any and all copyrightable material, notes, records, ideas, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, (including all intellectual property rights therein, related to, or embodied therein), during the period of time I am in the employ of the Company (including during my off-duty hours), or with the use of the Company's equipment, supplies, facilities, or Company Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing, except as provided in Section 3.G below (collectively, "Inventions"), are the sole property of the Company. I also agree to promptly make full written disclosure to the Company of any Inventions, and to deliver and assign and hereby irrevocably assign fully to the Company all of my right, title and interest in and to Inventions. I agree that this assignment includes a present conveyance to the Company of ownership of Inventions that are not yet in existence. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit, and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions. If I believe any invention created by me during the term of my employment is not within the definition of Inventions, I agree that I will promptly disclose it to the Company so that the Company can make its own assessment.

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B. **Pre-Existing Materials.** I will inform the Company in writing before incorporating any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by me or in which I have an interest prior to, or separate from, my employment with the Company, including without limitation, any such inventions that meet the criteria set forth herein under Section 3.G (“**Prior Inventions**”) into any Invention or otherwise utilizing any such Prior Invention in the course of my employment with the Company, and the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. I will not incorporate any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by any third party into any Invention without the Company’s prior written permission. I have attached hereto as Exhibit A, a list describing all Prior Inventions or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that if any Prior Inventions are included on Exhibit A, they will not materially affect my ability to perform all obligations under this Agreement.

C. **Moral Rights.** Any assignment to the Company of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, “**Moral Rights**”). To the extent that I retain any such Moral Rights under applicable law, I hereby agree and consent to any action that may be taken with respect to such Moral Rights by or authorized by the Company, and agree not to assert any Moral Rights with respect thereto. I will confirm any such consent or agreement from time to time as requested by the Company.

D. **Maintenance of Records.** I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. As between the Company and myself, the records are and will be available to and remain the sole property of the Company at all times.

E. **Further Assurances.** I agree to assist the Company, or its designee, at the Company’s expense, in every proper way to secure the Company’s rights in the Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all Inventions, and testifying in a suit or other proceeding relating to such Inventions. I further agree that my obligations under this Section 3.E shall continue after the termination of this Agreement.

F. **Attorney-in-Fact.** I agree that, if the Company is unable because of my unavailability, mental or physical incapacity, or for any other reason to secure my signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company in Section 3.A, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any papers and oaths, and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

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G. **Exception to Assignments.** I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any Invention that I have developed entirely on my own time without using the Company’s equipment, supplies, facilities, trade secret information or Company Confidential Information (an “**Other Invention**”) except for those Other Inventions that either (i) relate at the time of conception or reduction to practice of such Other Invention to the Company’s business, or actual or anticipated research or development of the Company or (ii) result from or relate to any work that I performed for the Company or to any Company Confidential Information or Inventions. I will not incorporate, or permit to be incorporated, any Other Invention owned by me or in which I have an interest into a Company product, process or service without the Company’s prior written consent. Notwithstanding the foregoing sentence, if, in the course of my employment with the Company, I incorporate into a Company product, process, or service an Other Invention owned by me or in which I have an interest, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, sublicensable, worldwide license to reproduce, make derivative works of, distribute, perform, display, import, make, have made, modify, use, sell, offer to sell, and exploit in any other way such Other Invention, and to practice any method related thereto.

4. **Conflicting Obligations**

A. **Current Obligations.** I agree that during the term of my employment with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship, or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will I engage in any other activities that conflict with my obligations to the Company.

B. **Prior Relationships.** Without limiting Section 4.A, I represent and warrant that I have no other agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, my obligations to the Company under this Agreement, or my ability to become employed and perform the services for which I am being hired by the Company. I further agree that if I have signed a confidentiality agreement or similar type of agreement with any former employer or other entity, I will comply with the terms of any such agreement to the extent that its terms are lawful under applicable law. I represent and warrant that after undertaking a careful search (including searches of my computers, cell phones, electronic devices, and documents), I have returned all property and confidential information belonging to all prior employers (and/or other third parties I have performed services for in accordance with the terms of my applicable agreement). Moreover, I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by any of them resulting from my breach of my obligations under any agreement with a third party to which I am a party or obligation to which I am bound, as well as any reasonable attorneys’ fees and costs if the plaintiff is the prevailing party in such an action, except as prohibited by law.

5. **Return of Company Materials**

A. **Definition of Electronic Media Equipment and Electronic Media Systems.** I understand that “**Electronic Media Equipment**” includes, but is not limited to, computers, external storage devices, thumb drives, handheld electronic devices, telephone equipment, and other electronic media devices. I understand that “**Electronic Media Systems**” includes, but is not limited to, computer servers, messaging and email systems or accounts, and web-based services (including cloud-based information storage accounts), whether provided for my use directly by the Company or by third-party providers on behalf of the Company.

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B. **Return of Company Property.** I understand that anything that I created or worked on for the Company while working for the Company belongs

solely to the Company and that I cannot remove, retain, or use such information without the Company's express written permission. Accordingly, upon separation from employment with the Company or upon the Company's request at any other time, I will immediately deliver to the Company, and will not keep in my possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, all Company equipment including all Company Electronic Media Equipment, all tangible embodiments of the Inventions, all electronically stored information and passwords to access such property, Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, any other documents and property, and reproductions of any of the foregoing items, including, without limitation, those records maintained pursuant to Section 3.D.

C. **Return of Company Information on Company Electronic Media Equipment.** In connection with my obligation to return information to the Company, I agree that I will not copy, delete, or alter any information, including personal information voluntarily created or stored, contained upon my Company Electronic Media Equipment before I return the information to the Company.

D. **Return of Company Information on Personal Electronic Media Equipment.** In addition, if I have used any personal Electronic Media Equipment or personal Electronic Media Systems to create, receive, store, review, prepare or transmit any Company information, including but not limited to, Company Confidential Information, I agree to make a prompt and reasonable search for such information in good faith, including reviewing any personal Electronic Media Equipment or personal Electronic Media Systems to locate such information and if I locate such information I agree to notify the Company of that fact and then provide the Company with a computer-useable copy of all such Company information from those equipment and systems; and I agree to cooperate reasonably with the Company to verify that the necessary copying is completed (including upon request providing a sworn declaration confirming the return of property and deletion of information), and, upon confirmation of compliance by the Company, I agree to delete and expunge all Company information.

E. **No Expectation of Privacy in Company Property:** I understand that I have no expectation of privacy in Company property, and I agree that any Company property situated on Company premises, or held by third-party providers for the benefit of the Company, is subject to inspection by Company personnel at any time with or without further notice. I also understand and agree that as it relates to the Company's desire to protect its confidential and proprietary information, I have no expectation of privacy as to any personal Electronic Media Equipment or personal Electronic Media Systems that I have used for Company purposes. I further agree that the Company, at its sole discretion, may have access to such personal Electronic Media Equipment or personal Electronic Media Systems to retrieve, destroy, or ensure the permanent deletion of Company Confidential Information from such equipment or systems. I also consent to an exit interview and an audit to confirm my compliance with this Section 5, and I will certify in writing that I have complied with the requirements of this Section 5.

6. **Termination Certification.** Upon separation from employment with the Company, I agree to immediately sign and deliver to the Company the "Termination Certification" attached hereto as Exhibit B. I also agree to keep the Company advised of my home and business address for a period of three years after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations provided by this Agreement.

7. **Protected Disclosures.** Nothing in this Agreement or any Company policy shall be construed to prevent me from:

A. Reporting, without informing the Company, possible violations of federal or state law or regulations to any governmental and/or law enforcement agency or entity, including but not limited to, Congress, any Inspector General, the United States Department of Justice, the U.S. Securities and Exchange Commission, the National Labor Relations Board, and the U.S. Equal Employment Opportunity Commission (or equivalent state/local agency such as the New York State Division of Human Rights and New York City Commission on Human Rights);

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B. Speaking with my attorney;

C. Receiving any monetary award or other payment that I might become entitled to from any governmental agency or entity;

D. Disclosing Company trade secrets: (a) in confidence and solely for the purpose of reporting or investigating a suspected violation of law; (b) to a lawyer in connection with any lawsuit brought alleging retaliation for reporting a suspected violation of law; (c) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and/or (d) in any lawsuit alleging retaliation for reporting a suspected violation of law so long as court filings containing trade secrets are filed under seal and trade secrets are not disclosed except as may be provided by court order; or

E. Communicating with others (including employees or non-employees) about wages, hours and other terms and conditions of employment, or engaging in any other activity protected by Section 7 of the National Labor Relations Act.

8. **Covenant Not to Compete and No Solicitation**

A. **Covenant Not to Compete**

(1) I agree that during the course of my employment and for a period of 12 months immediately following the termination of my relationship with the Company for any reason, I will not, without the prior written consent of the Company (which may be withheld in the Company's sole discretion), whether paid or not: (i) serve as a partner, principal, licensor, licensee, employee, consultant, officer, director, manager, agent, affiliate, representative, advisor, promoter, associate, investor, or otherwise for; (ii) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of, or (iii) build, design, finance, acquire, lease, operate, manage, control, invest in, work or consult for or otherwise join, participate in or affiliate myself with, any business whose business, products or operations are in any respect competitive with or otherwise similar to the Company's business. The foregoing covenant shall cover my activities in every part of the Territory. "Territory" shall mean (i) all counties in the State of New York; (ii) all other states of the United States of America from which the Company derived revenue or conducted business at any time during the two-year period prior to the date of the termination of my employment with the Company; and (iii) any other countries from which the Company derived revenue or conducted business at any time during the two-year period prior to the date of the termination of my employment with the Company. Should I obtain other employment during my employment with the Company or within 12 months immediately following the termination of my relationship with the Company, I agree to provide written notification to the Company as to the name and address of my new employer, the position that I expect to hold, and a general description of my duties and responsibilities, at least three business days prior to starting such employment.

(2) I acknowledge that, in the course of my employment with the Company, I will acquire Company Confidential Information concerning the Company's business that could be used to the detriment of the Company. Accordingly, the parties hereby agree that the period, scope and geographical areas of restriction imposed upon me by the provisions of this Agreement are fair and reasonable and are reasonably required for the protection of the Company. I warrant and represent to the Company that my experience and capabilities are such that the provisions of this Agreement will not prevent me from earning a livelihood. I further warrant and represent that because the services rendered by me are special, unique or extraordinary, enforcement of the restrictions of this Agreement is necessary to protect the goodwill of the Company. If any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof. If the provisions of this Agreement relating to the area of restriction, the period of restriction, or the scope of restriction shall be deemed to exceed the maximum area, period of time or scope that a court of competent jurisdiction would deem enforceable, said area, period of time and scope shall, for purposes of this Agreement, be deemed to be the maximum area or period of time or scope that a court of competent jurisdiction would deem valid and enforceable.

B. **No Solicitation.**

(1) **Non-Solicitation of Customers.** I agree that for a period of 12 months immediately following the termination of my employment with the Company, whether I resign voluntarily or am terminated by the Company involuntarily, I shall not contact, or cause to be contacted, directly or indirectly, do or suffer or otherwise encourage or assist any person to engage in any form of oral, verbal, written, recorded, transcribed, or electronic communication with any Customer for the purposes of conducting business that is competitive or similar to that of the Company or for the purpose of disadvantaging the Company's business in any way. For the purposes of this Agreement, "Customer" shall mean all persons or entities that have used or inquired of the Company's services at any time during the two-year period preceding the termination of my employment with the Company. I acknowledge and agree that the Customers did not use or inquire of the Company's services solely as a result of my efforts, and that the efforts of other Company personnel and resources are responsible for the Company's relationship with the Customers. I further acknowledge and agree that the identity of the Customers is not readily ascertainable or discoverable through public sources, and that the Company's list of Customers was cultivated with great effort and secured through the expenditure of considerable time and money by the Company.

(2) **Non-Solicitation of Employees.** I agree that for a period of 12 months immediately following the termination of my employment with the Company, whether I resign voluntarily or am terminated by the Company involuntarily, I will not directly or indirectly hire, solicit, or recruit, or attempt to hire, solicit, or recruit, or induce, influence, or attempt to influence in any manner whatsoever, including but not limited to social media or networking announcements, any present, former or future employee, agent or officer of the Company, including consultants, independent contractors, and their representatives and/or agents, to terminate or divert or diminish or leave their employment with the Company, nor will I contact any current, former or future employee of the Company, or cause any current, former or future employee of the Company to be contacted, for the purpose of leaving employment with the Company.

(3) **Non-Solicitation of Others.** I agree that for a period of 12 months immediately following the termination of my employment with the Company, whether I resign voluntarily or am terminated by the Company involuntarily, I will not solicit, encourage, or induce, or cause to be solicited, encouraged or induced, directly or indirectly, any current or prospective franchisee, joint venture, supplier, client, customer, vendor or contractor who conducted business with the Company at any time during the two year period preceding the termination of my employment with the Company, to terminate or adversely modify any business relationship with the Company or not to proceed with, or enter into, any business relationship with the Company, nor shall I otherwise interfere with any business relationship between the Company and any such franchisee, joint venture, supplier, vendor or contractor.

C. **Acknowledgements.** In the event of my breach or violation of this Section 8, or good faith allegation by the Company of my breach or violation of this Section 8, the restricted periods set forth in this Section 8 shall be tolled until such breach or violation, or dispute related to an allegation by the Company that I have breached or violated this Section 8, has been duly cured or resolved, as applicable.

D. **Separate Covenants.** The covenants contained in subsections (A) and (B) above shall be construed as a series of separate covenants, one for each city, county and state of any geographic area in the Territory. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in subsections (A) and (B) above. If, in any judicial or arbitral proceeding, a court or arbitrator refuses to enforce any of such separate covenants (or any part thereof), then such unenforceable covenant (or such part) shall be revised, or if revision is not permitted it shall be eliminated from this Agreement, to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event that the provisions of subsections (A) and (B) above are deemed to exceed the time, geographic or scope limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, geographic or scope limitations, as the case may be, then permitted by such law. In the event that the applicable court or arbitrator does not exercise the power granted to it in the prior sentence, I and the Company agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

9. **Notification of New Employer.** If I leave the Company's employ, I hereby grant consent to notification by the Company to my new employer about my obligations under this Agreement.

10. **Conflict of Interest Guidelines.** I agree to diligently adhere to all policies of the Company, including the Company's Conflict of Interest Guidelines. A copy of the Company's current Conflict of Interest Guidelines is attached as Exhibit C hereto, but I understand that these Conflict of Interest Guidelines may be revised from time to time during my employment.

11. **Representations.** Without limiting my obligations under Section 3.E above, I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent and warrant that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.

12. **Audit.**

A.I am aware that the Company has or may acquire software and systems that are capable of monitoring and recording all Company network traffic to and from any computer, handheld device, telephone, voicemail, email or other technology system I may use to access the Company's internal networks. All information, data, and messages created, received, sent, or stored in these systems are, at all times, the property of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized, or non-compliant applications to the Company's technology systems, including, without limitation, open source or free software not authorized by the Company, and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or websites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone, and technology systems to which I will have access in connection with my employment.

B.I am aware that the Company has or may acquire software and systems that are capable of monitoring and recording all network traffic to and from any computer I may use. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without notice to me and/or in my absence. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings by me), and all file transfers into and out of the Company's internal networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information I have downloaded. In addition, the Company may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes.

C.To the extent I use any personally supplied or non-Company systems in connection with my employment with the Company, I agree to supply these devices or systems to the Company upon request and to submit any such devices or systems for review by Company officials or others acting on the Company's behalf. I

acknowledge that I have no expectation of privacy in connection with any information, data, and messages created, received, sent, or stored in connection with or arising out of my employment with the Company. I agree to cooperate fully with any Company request to examine or obtain any information arising out of or relating to my employment with the Company whether in electronic or any other format including without limitation requests in connection with internal investigations, litigation or claims of any kind.

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13. Arbitration and Equitable Relief

A. **Arbitration.** IN CONSIDERATION OF MY EMPLOYMENT WITH THE COMPANY AND ITS PROMISE TO ARBITRATE ALL EMPLOYMENT-RELATED DISPUTES, AT PRESENT AND IN THE FUTURE, I AGREE THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING THE COMPANY AND ANY EMPLOYEE, BOARD MEMBER, OFFICER, DIRECTOR, SHAREHOLDER OR BENEFIT PLAN OF THE COMPANY, IN THEIR CAPACITY AS SUCH OR OTHERWISE), ARISING OUT OF, RELATING TO, OR RESULTING FROM MY EMPLOYMENT WITH THE COMPANY OR THE TERMINATION OF MY EMPLOYMENT WITH THE COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT, SHALL BE SUBJECT TO FINAL AND BINDING ARBITRATION UNDER THE ARBITRATION PROVISIONS SET FORTH IN THE NEW YORK CIVIL PRACTICE LAW AND RULES, ARTICLE 75, SECTION 7501 THROUGH 7514 (THE “RULES”). THE FEDERAL ARBITRATION ACT SHALL CONTINUE TO APPLY WITH FULL FORCE AND EFFECT NOTWITHSTANDING THE APPLICATION OF PROCEDURAL RULES SET FORTH IN THE ACT. I AGREE THAT I MAY ONLY COMMENCE AN ACTION IN ARBITRATION, OR ASSERT COUNTERCLAIMS IN AN ARBITRATION, ON AN INDIVIDUAL BASIS AND, THUS, I HEREBY WAIVE MY RIGHT TO COMMENCE OR PARTICIPATE IN ANY CLASS OR COLLECTIVE ACTION(S) AGAINST THE COMPANY, AS PERMITTED BY LAW. DISPUTES THAT I AGREE TO ARBITRATE, AND THEREBY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY, INCLUDE ANY STATUTORY CLAIMS UNDER LOCAL, STATE, OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE CIVIL RIGHTS ACT OF 1991, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE SARBANES-OXLEY ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE FAIR CREDIT REPORTING ACT, THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, THE FAMILY AND MEDICAL LEAVE ACT, THE NEW YORK STATE HUMAN RIGHTS LAW, THE NEW YORK CITY HUMAN RIGHTS LAW, IF APPLICABLE, THE NEW YORK LABOR CODE, THE NEW YORK WORKERS’ COMPENSATION LAW, CLAIMS OF, DISCRIMINATION AND WRONGFUL TERMINATION, AND ANY STATUTORY, TORT, OR COMMON LAW CLAIMS. NOTWITHSTANDING THE FOREGOING, I UNDERSTAND THAT NOTHING IN THIS AGREEMENT CONSTITUTES A WAIVER OF MY RIGHTS UNDER SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT. I FURTHER UNDERSTAND THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH ME.

B. **Procedure.** I AGREE THAT ANY ARBITRATION WILL BE ADMINISTERED BY JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. (“JAMS”), PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE “JAMS RULES”), WHICH ARE AVAILABLE AT <http://www.jamsadr.com/rules-employment-arbitration/> AND UPON REQUEST FROM HUMAN RESOURCES. I UNDERSTAND THAT THE PARTIES TO THE ARBITRATION SHALL EACH PAY AN EQUAL SHARE OF THE COSTS AND EXPENSES OF SUCH ARBITRATION, EXCEPT AS PROHIBITED BY LAW, AND UNDERSTAND THAT EACH PARTY SHALL SEPARATELY PAY FOR ITS RESPECTIVE ATTORNEYS’ FEES AND COSTS. I AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, MOTIONS TO DISMISS, AND MOTIONS FOR CLASS CERTIFICATION, PRIOR TO ANY ARBITRATION HEARING. I AGREE THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. I ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW. I AGREE THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. I AGREE THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH NEW YORK LAW, INCLUDING THE NEW YORK CIVIL PRACTICE LAW AND RULES, AND THAT THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL NEW YORK LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT OF LAW. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH NEW YORK LAW, NEW YORK LAW SHALL TAKE PRECEDENCE. I AGREE THAT THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING. I AGREE THAT ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN NEW YORK COUNTY, NEW YORK.

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C. **Remedy.** EXCEPT AS PROVIDED BY THE RULES AND THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE AND FINAL REMEDY FOR ANY DISPUTE BETWEEN ME AND THE COMPANY. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY APPLICABLE LAW, THE RULES AND THIS AGREEMENT, NEITHER I NOR THE COMPANY WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION.

D. **Availability of Injunctive Relief.** I AGREE THAT ANY PARTY MAY ALSO PETITION A COURT OF COMPETENT JURISDICTION FOR INJUNCTIVE RELIEF WHERE EITHER PARTY ALLEGES OR CLAIMS A VIOLATION OF THE CONFIDENTIAL INFORMATION, INVENTION ASSIGNMENT, AND ARBITRATION AGREEMENT BETWEEN ME AND THE COMPANY OR ANY OTHER AGREEMENT REGARDING TRADE SECRETS, CONFIDENTIAL INFORMATION, NONCOMPETITION OR NONSOLICITATION. I UNDERSTAND THAT ANY BREACH OR THREATENED BREACH OF SUCH AN AGREEMENT WILL CAUSE IRREPARABLE INJURY AND THAT MONEY DAMAGES WILL NOT PROVIDE AN ADEQUATE REMEDY THEREFOR AND BOTH PARTIES HEREBY CONSENT TO THE ISSUANCE OF AN INJUNCTION WITHOUT POSTING OF A BOND. IN THE EVENT EITHER PARTY SEEKS INJUNCTIVE RELIEF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE COSTS AND ATTORNEYS’ FEES.

E. **Administrative Relief.** I UNDERSTAND THAT THIS AGREEMENT DOES NOT PROHIBIT ME FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE, OR FEDERAL ADMINISTRATIVE BODY OR GOVERNMENT AGENCY THAT IS AUTHORIZED TO ENFORCE OR ADMINISTER LAWS RELATED TO EMPLOYMENT, INCLUDING, BUT NOT LIMITED TO, THE NEW YORK STATE DIVISION OF HUMAN RIGHTS, THE NEW YORK CITY COMMISSION ON HUMAN RIGHTS (AS APPLICABLE), THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, THE NATIONAL LABOR RELATIONS BOARD, OR THE WORKERS’ COMPENSATION BOARD. THIS AGREEMENT DOES, HOWEVER, PRECLUDE ME FROM PURSUING COURT ACTION REGARDING ANY SUCH CLAIM, EXCEPT AS PERMITTED BY LAW.

F. **Voluntary Nature of Agreement.** I ACKNOWLEDGE AND AGREE THAT I AM EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. I FURTHER ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND THAT I HAVE ASKED ANY QUESTIONS NEEDED FOR ME TO UNDERSTAND THE TERMS, CONSEQUENCES, AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT I AM WAIVING MY RIGHT TO A JURY TRIAL. FINALLY, I AGREE THAT I HAVE BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF MY CHOICE BEFORE SIGNING THIS AGREEMENT.

14. **Protected Activity.** Nothing in this Agreement shall be construed to prevent or limit you from: (i) responding truthfully to a valid subpoena; (ii) filing a charge or complaint with, or participating in any investigation conducted by, a governmental agency including without limitation the Department of Labor, the Occupational Safety and Health Administration, the Equal Employment Opportunity Commission, the New York Attorney General, and/or any state or local human rights agency; (iii) filing

a complaint with or participating in an investigation conducted by the National Labor Relations Board; (iv) engaging in communications that constitute concerted activities for the purpose of collective bargaining or other mutual aid or protection of employees; (v) exercising any other applicable rights under Section 7 of the National Labor Relations Act; (vi) filing or disclosing any facts necessary to receive unemployment insurance, Medicaid, or any other public benefits to which you are entitled; (vii) speaking with law enforcement or an attorney retained by you; or (viii) filing, testifying, or participating in or otherwise assisting in a proceeding relating to, or reporting, an alleged violation of any federal, state, or municipal law relating to fraud or any rule, regulation, or investigation of a governmental agency (including, but not limited to, the Securities Exchange Commission ("SEC") or Commodity Futures Trading Commission ("CFTC")), or making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. Prior authorization of the Company shall not be required to make any reports or disclosures under this Paragraph. Nevertheless, you acknowledge and agree that by virtue of the release set forth above, you have waived any relief available (including without limitation, monetary damages, equitable relief, and reinstatement) under any of the claims and/or causes of action waived in this Agreement. Therefore, except as set forth herein, you agree to not seek or accept any award or settlement from any source or proceeding (including but not limited to any proceeding brought by any other person or by any government agency) with respect to any claim or right waived in this Agreement. This Agreement does not, however, waive or release your right to receive a whistleblower award from the SEC or CFTC for information provided to the SEC or CFTC.

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15. **Miscellaneous**

A. **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by the laws of the State of New York without regard to New York's conflicts of law rules that may result in the application of the laws of any jurisdiction other than New York. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in New York for any lawsuit filed against me by the Company.

B. **Enforcement of Agreement.** I agree to indemnify the Company from any and all costs, fees, or expenses incurred by the Company (including, but not limited to, attorneys' fees) in successfully enforcing the terms of this Agreement against me (including, but not limited to, a court partially or fully granting any application, motion, or petition by the Company for injunctive relief, including, but not limited to, a temporary restraining order, preliminary injunction, or permanent injunction) as a result of my breach or threatened breach of any provision contained herein. The Company shall be entitled to recover from me a portion or all of the costs, fees, or expenses incurred, and from which I have indemnified it, at any time during the course of a dispute (i.e., final resolution of such dispute is not a prerequisite) upon written demand to me or my legal counsel. In the event the Company demands only a portion of such costs, fees, or expenses incurred, such demand shall be without prejudice to further demands for (i) the remainder of any outstanding costs, fees, or expenses incurred, or (ii) costs, fees, or expenses incurred after the prior demand.

C. **Assignability.** This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. Notwithstanding anything to the contrary herein, the Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of the Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated.

D. **Entire Agreement.** This Agreement, together with the Exhibits herein and any executed written offer letter between me and the Company, to the extent such materials are not in conflict with this Agreement, sets forth the entire agreement and understanding between the Company and me with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between us, including, but not limited to, any representations made during my interview(s) or relocation negotiations. I represent and warrant that I am not relying on any statement or representation not contained in this Agreement. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement.

E. **Headings.** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

F. **Severability.** If a court or other body of competent jurisdiction finds, or the parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

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G. **Modification, Waiver.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the President or CEO of the Company and me. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

H. **Survivorship.** The rights and obligations of the parties to this Agreement will survive termination of my employment with the Company.

[Remainder of page left intentionally blank. Signature page to follow.]

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Signature: /s/ William A. Heyburn

Name: William A. Heyburn

Date: August 28, 2025

[Signature Page to Confidential Information, Invention Assignment and Arbitration Agreement]

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP**

Title	Date	Identifying Number or Brief Description

___ No inventions or improvements
___ Additional Sheets Attached

Date

Signature

Name of Employee (typed or printed)

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EXHIBIT B

STRATA CRITICAL, INC. TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, any other documents or property, or reproductions of any and all aforementioned items belonging to Strata Critical, Inc., its subsidiaries, affiliates, successors or assigns (together, the “**Company**”).

I further certify that I have complied with all the terms of the Company’s Confidential Information, Invention Assignment, and Arbitration Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others), as covered by that agreement.

I further agree that, in compliance with the Confidential Information, Invention Assignment, and Arbitration Agreement, I will preserve as confidential all Company Confidential Information and Associated Third Party Confidential Information, including trade secrets, confidential knowledge, data, or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information, or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants, or licensees.

I also agree that for 12 months from this date, I will comply with the non-competition and non-solicitation provisions, as set forth in Section 8 of the Confidential Information, Invention Assignment, and Arbitration Agreement.

After leaving the Company’s employment, I will be employed by

_____ in the position of _____.

Date

Signature

Name of Employee (typed or printed)

Address for Notifications: _____

EXHIBIT C**STRATA CRITICAL, INC. CONFLICT OF INTEREST GUIDELINES**

It is the policy of Strata Critical, Inc. to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees, and independent contractors must avoid activities that are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations that must be avoided:

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The Confidential Information, Invention Assignment, and Arbitration Agreement elaborates on this principle and is a binding agreement.)
2. Accepting or offering substantial gifts, excessive entertainment, favors, or payments that may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.
3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.
4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.
5. Initiating or approving any form of personal or social harassment of employees.
6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.
7. Borrowing from or lending to employees, customers, or suppliers.
8. Acquiring real estate of interest to the Company.
9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
10. Unlawfully discussing prices, costs, customers, sales, or markets with competing companies or their employees.
11. Making any unlawful agreement with distributors with respect to prices.
12. Improperly using or authorizing the use of any inventions that are the subject of patent claims of any other person or entity.
13. Engaging in any conduct that is not in the best interest of the Company. Each officer, employee, and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in discharge without warning. I understand that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their employment, as protected by applicable law.