

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

Ecoark Holdings, Inc.

Form: 8-K

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) May 15, 2019

Ecoark Holdings, Inc.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)

000-53361
(Commission File Number)

30-0680177
(IRS Employer
Identification No.)

5899 Preston Road #505, Frisco, TX
(Address of principal executive offices)

75034
(Zip Code)

Registrant's telephone number, including area code 479-259-2977

1010 NW J Street, Suite I, Bentonville, AR 72712
(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 (see General Instruction A.2. below):

- ☐ 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock	ZEST	OTCQX

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

On May 15, 2019, Jay Oliphant resigned as the Company's Principal Financial Officer and Controller. Pursuant to a Separation Agreement with the Company (the "**Separation Agreement**"), Mr. Oliphant received his normal monthly salary through May 15, 2019. In connection with his resignation, Mr. Oliphant entered into a Consulting Agreement with the Company (the "**Consulting Agreement**") for a term of six months beginning May 16, 2019 for \$6,100 per month. Under the Consulting Agreement, Mr. Oliphant has agreed to assist the Company with financial reporting and related matters.

Brad Hoagland, 37, was appointed as the Principal Financial Officer to replace Mr. Oliphant. Mr. Hoagland has served as the Managing Member of Trend Discovery Capital Management, an investment fund, since 2011. Mr. Hoagland received a Bachelor of Arts in Economics from Bucknell University, holds the Chartered Financial Analyst (CFA) designation and is a Level III candidate in the Chartered Market Technician Program.

The foregoing description of the Separation Agreement and Consulting Agreement does not purport to be complete and is qualified in its entirety by reference to the exhibits filed with this Current Report.

Item 9.01. Financial Statements and Exhibits.

(d)	Exhibit No.	Description.
	10.1	<u>Separation Agreement between the Company and Jay Oliphant, dated May 15, 2019</u>
	10.2	<u>Consulting Agreement between the Company and Jay Oliphant, dated May 15, 2019</u>

SIGNATURES

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

May 21, 2019

Ecoark Holdings, Inc.

By: /s/ Randy May
Randy May
Chief Executive Officer

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (the “**Separation Agreement**”), dated May 15, 2019, confirms the following understandings and agreements between Ecoark Holdings, Inc., a Nevada corporation and its subsidiaries, divisions, affiliates, partnerships, joint ventures, and related business entities, and with respect to each of them, their predecessors, successors and assigns, employee benefit plans or funds, and with respect to each such entity (the “**Company**”), all of its or their past, present and/or future directors, partners, shareholders, members, managers, officers, attorneys, fiduciaries, agents, trustees, administrators, employees, consultants, and assigns, whether acting on behalf of the Company or in their individual capacities (collectively the “**Group**”) on the one hand, and Jay Oliphant (“**you**”, “**your**” or the “**Employee**”) on the other hand; each a “**Party**” and together the “**Parties**”.

WHEREAS, the Parties desire to conclude the employment of the Employee by the Company and Employee’s role as the Company’s Principal Financial Officer (the “**PFO**”) in its entirety, unless specified otherwise in this Separation Agreement;

WHEREAS, the Employee was granted stock option grants for (i) 104,781 shares of the Company’s common stock (“**Option Agreement 1**”) with 37% of the Employee’s incentive stock options vesting immediately upon grant and the remaining portion of the Employee’s options vesting in 12 equal installments, with the first installment vested on January 15, 2018, and additional installments vesting on the last day of each of the eleven successive three-month periods, and (ii) 27,859 shares of Company common stock (“**Option Agreement 2**”) that vested immediately upon grant of the non-statutory options, and (iii) 66,320 shares of Company common stock (“**Option Agreement 3**”) of non-qualified options that vest at a rate of 25% per year on October 13th of each year from 2018 to 2021; all subject to Employee’s continued employment by the Company. Option Agreements 1 and 2 were granted based on Employee’s agreement that these grants were a fair and equitable substitute for a significant Restricted Stock Award dated March 21, 2017 that Employee agreed to forfeit for the best interests of the Company, and

WHEREAS, the Parties desire that the Employee serve the Company as an advisor to assist the Company with its financial reporting and transition to a newly-hired financial executive.

NOW THEREFORE, in consideration of these premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the Parties hereby agree as follows:

1. Separation

a. By joint agreement and consent, you and the Company agree that your employment by the Company shall be concluded as of May 15, 2019 (the “**Separation Date**”). You shall be paid your normal base salary through May 15, 2019, payable in accordance with the normal payroll practices of the Company. You will not, however, be required to report to the office from the Separation Date and may accept other employment. You agree to be available for the six-month period starting on Separation Date and ending on November 15, 2019, unless such period is terminated earlier by mutual agreement, to consult with the Company, on a reasonable basis to work on matters that you worked on prior to the Separation Date and cooperate on litigation matters involving the Company. Except as otherwise specified in this Separation Agreement or any future agreements, you shall not be entitled to any cash compensation.

b. The Company will issue a new non-statutory stock option grant under the Company's 2017 Omnibus Incentive Plan for 198,960 shares of Company common stock, vesting immediately, as a fair and equitable substitute for the total number of options granted by Option Agreements 1, 2 and 3 (53% of which were incentive stock options with favorable tax treatment). You shall have the right to perform a cashless exercise of any of your stock options through December 31, 2020 (the "**Exercise Period**").

c. You hereby confirm your notice, as of the Separation Date, of your resignation from any position you may have held as an employee, officer, or director of the Company or any other member of the Group. You agree to take all such actions and execute all such documents as may be necessary to effectuate this Section.

d. You will be provided an opportunity to continue health coverage for yourself and qualifying dependents under the Company's group health plan in accordance with the Consolidated Omnibus Budget Reconciliation Act ("**COBRA**"). The Company shall reimburse you for the cost of COBRA insurance from the Separation Date until six months from the Separation Date. Information pertaining to your continuation of coverage pursuant to COBRA will be provided to you.

e. Except as otherwise specifically set forth in this Separation Agreement, you shall no longer be entitled to any further compensation or any monies from the Company or any other member of the Group or to receive any of the benefits made available to you during your employment at the Company. Subject to this Section 1 of this Separation Agreement, you acknowledge and agree that the Company will have paid you all of your wages, bonuses, expense reimbursements and accrued vacation pay by May 31, 2019, and that the Company owes you no other wages, bonuses, vacation pay, employee benefits or other compensation or payments of any kind or nature, except as set forth in this Separation Agreement and a related consulting agreement.

2. Change of Control. You agree and acknowledge that there has been no Change in Control in the Company's 2017 Omnibus Incentive Plan or any other of the Company's incentive plans.

3. Mutual Release. Subject to and contingent upon compliance with Section 1 above, in consideration of the new stock option grant described in Section 1 above, and other good and valuable consideration, you, for and on behalf of yourself and your heirs, administrators, executors and assigns, effective on the Separation Date, do fully and forever release, remise and discharge the Company, Insperity PEO Services, L.P., and every member of the Group from any and all claims which you had, may have had, now have, or may have (either directly, indirectly or in any other capacity) against the Company or any other member of the Group, for or by reason of any matter, cause or thing whatsoever, including any claim arising out of or attributable to your employment or the termination of your employment with the Company, including but not limited to claims of breach of contract, wrongful termination, unjust dismissal, defamation, libel or slander, or under any federal, state or local law dealing with discrimination based on age, race, sex, national origin, handicap, religion, disability, sexual orientation or any other characteristic or condition protected by applicable law. This release of claims includes, but is not limited to, all claims arising under Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act of 1974, the Immigration Reform and Control Act, the Americans with Disabilities Act, the Civil Rights Act of 1991, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Fair Credit Reporting Act, the Equal Pay Act, the Arkansas Fair Housing Act, the Arkansas Labor Law, and all other federal, state and local labor and anti-discrimination laws, the common law and any other purported restriction on an employer's right to terminate the employment of employees. Notwithstanding the foregoing, the release in this Separation Agreement does not extend to those rights that cannot be waived as a matter of law. The Company does fully and forever release, remise and discharge you from any and all claims it had, may have had, now has, or may have (either directly, indirectly or in any other capacity) against you for or by reason of any matter, cause or thing whatsoever, including any claim arising out of or attributable to your employment with the Company and service as Principal Financial Officer. The Company agrees to indemnify you in the case of claims related to your service as an officer and employee and future service as an independent contractor as documented in the Company's by-laws.

You represent that you have not filed or permitted to be filed against the Group, individually or collectively, any charges, complaints or lawsuits and you covenant and agree, subject to and contingent upon compliance with Section 1 above, that you will not file or permit to be filed any lawsuits at any time hereafter with respect to the subject matter of this Separation Agreement and claims released pursuant to this Separation Agreement (including, without limitation, any claims relating to your employment or the termination of your employment), except as may be necessary to enforce this Separation Agreement or to seek a determination of the validity of the waiver of your rights under the ADEA. Nothing in this Separation Agreement shall be construed to prohibit you from filing a charge with or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC") or a comparable state or local agency. Notwithstanding the foregoing, subject to and contingent upon compliance with Section 1 above, you agree to waive your right to recover monetary damages or reinstatement of employment in any charge, complaint, or lawsuit filed by you or by anyone else on your behalf.

4. Full Settlement. You are specifically agreeing to the terms of this Separation Agreement because the Company has agreed to pay you money and other benefits to which you were not otherwise entitled and has provided such other good and valuable consideration as specified herein. The Company has agreed to provide this money and other benefits because of your agreement to accept it in full settlement of all possible claims you might have or ever had, and because of your execution of this Separation Agreement.

5. Vested Benefits. Notwithstanding any other provision of this Separation Agreement, you will retain any rights that you may have to vested benefits under the Company's plans and programs, pursuant to their terms. Nothing herein shall waive any of your rights to indemnification under the Company's directors and officer's liability insurance policies and plans, such rights to be governed by the Company's applicable policies, plans and by-laws.

6. Confidentiality. You reaffirm that you agree to protect the Company's Confidential Information as provided in the Company's policies. You also agree to maintain the confidentiality of this Separation Agreement and to refrain from disclosing or making reference to its terms, except as required by law, or to your accountant or attorney, but only after obtaining agreement from the persons who learn of such information to also treat it confidentially.

7. Representation. You agree that you will not encourage or cooperate or otherwise participate or confer with any current or former employee of the Company or any other member of the Group, individually or collectively, or any potential plaintiff, to commence any legal action or make any claim against the Company or any other member of the Group with respect to such person's employment with the Company or its affiliates; provided, however, that nothing in this Separation Agreement shall prohibit you from cooperating with the EEOC or a comparable state or local agency. You will cooperate with the Company and its counsel in connection with any investigation, administrative proceeding or litigation relating to any matter in which you were involved or of which you have knowledge as a result of your employment with the Company. The Company and its insurance carriers will provide advances for any expenses (including attorneys' fees) you may incur to defend yourself in the event of a claim against the Company in which you are named as provided for in the Company's by-laws.

8. Non-Disparagement. .

Employee shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Company or its businesses, or any of its employees or officers. The Company and the Group promise and agree that they shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Employee. This Section does not, in any way, restrict or impede Employee from exercising protected rights to the extent that such rights cannot be waived by agreement, of from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency.

9. Voluntary. You acknowledge that you have read this Separation Agreement in its entirety, fully understand its meaning and are executing this Separation Agreement voluntarily and of your own free will with full knowledge of its significance. You acknowledge and warrant that you have been advised by the Company to consult with an attorney prior to executing this Separation Agreement.

10. Employee Rights. You represent that you are the sole and lawful owner of all right, title and interest in and to every claim that you are purporting to release in this Agreement, and that you have the full power to enter into this Agreement and have not assigned, transferred or encumbered, or purported to assign, transfer or encumber, voluntarily or involuntarily, to any person or entity, any portion of the claims covered by this Agreement. The Company shall indemnify and hold Employee harmless for acts and omissions in Employee's capacity as an officer, director or employee of the Company to the maximum extent permitted under applicable law; provided, however, that neither the Company, nor any of its subsidiaries or affiliates, shall indemnify Employee for a (a) material breach by Employee of a fiduciary duty owed to the Company or any of its subsidiaries; (b) the willful or gross neglect by Employee of the material duties required by his employment agreement; or (c) a knowing and material violation by Employee of any Company policy pertaining to ethics, legal compliance, wrongdoing or conflicts of interest.

11. Severability. In the event that any one or more of the provisions of this Separation Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Separation Agreement is held to be excessively broad as to duration, scope, activity or subject, such provisions will be construed by limiting and reducing them so as to be enforceable to the maximum extent compatible with applicable law.

12. Governing Law. This Separation Agreement will be governed by, and construed in accordance with, the laws of the State of Arkansas without reference to its conflict of laws provisions. With respect to any dispute arising out of or related to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in Benton County, Arkansas.

13. Admission of Guilt. Nothing herein shall be deemed to constitute an admission of wrongdoing by the Company or any other member of the Group. Neither this Separation Agreement nor any of its terms shall be used as an admission or introduced as evidence as to any issue of law or fact in any proceeding, suit or action, other than an action to enforce this Separation Agreement.

14. Counterparts. This Separation Agreement may be executed in one or more counterparts, and/or by facsimile transmission, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Photographic and fax copies of such signed counterparts may be used in lieu of the originals of this Separation Agreement for any purpose.

15. Language. The language used in this Separation Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of law or contract interpretation that provides that in the case of ambiguity or uncertainty a provision should be construed against the draftsman will be applied against any party hereto. The provisions of this Separation Agreement shall be construed according to their fair meaning and neither for nor against any party hereto irrespective of which party caused such provisions to be drafted. Each party has been given the opportunity to seek independent counsel with respect to their individual rights, obligations and duties hereunder, and has freely executed this Separation Agreement after full and careful consideration of its terms.

16. Successors. This Separation Agreement is binding upon, and shall be for the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

17. Complete and Full Understanding. You understand that this Separation Agreement constitutes the complete understanding between the Company and you and supersedes any and all agreements, understandings and discussions, whether written or oral, between you and any member of the Group regarding the subject matter hereof. You represent that in executing this Separation Agreement, you have not relied upon any representation or statement not set forth herein. No amendment or modification of this Separation Agreement shall be valid or binding upon the parties unless in writing and signed by both parties.

[Signature Page Follows]

If the foregoing is acceptable to you, please sign/date in the space provided below and return this Separation Agreement to the Chief Executive Officer at Ecoark Holdings, Inc. 1010 NW J Street, Suite I, Bentonville, Arkansas 72712.

ACCEPTED AND AGREED TO BY:

/s/ Jay Oliphant
Jay Oliphant

Date: May 15, 2019

ECOARK HOLDINGS, INC.

/s/ Randy May
Randy May
Chief Executive Officer

Date: May 15, 2019

CONTRACTOR CONSULTING AGREEMENT

THIS AGREEMENT has been entered into this day between Ecoark Holdings, Inc., a Nevada Corporation, ("Company") and Absolute Integrity PLLC, an Arkansas Professional Limited Liability Company and its Principal/Member Jay Oliphant ("Contractor"), each a "Party" and together the "Parties", for and in consideration of the mutual covenants and agreements herein set forth:

1. Contractor agrees to provide certain services for Company for the period beginning May 16, 2019 and ending November 15, 2019 (" Term") as described in detail in **Schedule 1** attached hereto ("Services").
 2. In exchange for providing Services, Company shall pay Contractor the sum of \$36,600.00 USD, to be paid in six (6) monthly installments of \$6,100.00 per month on the 15th day of each month of the Term. The Parties agree and acknowledge that Contractor is not an employee of Company and will be paid as an independent contractor pursuant to all applicable IRS rules and guidelines.
 3. Contractor shall be solely responsible for any and all business-related expenses incurred in the performance of this agreement, including any fees of professional licensure that may be required in order to perform the Services, if any.
 4. Representations and Warranties by Contractor:
 - a. Contractor covenants and agrees to perform the Services to the best of its ability using accepted professional standards.
 - b. Contractor has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of the obligations in this Agreement.
 - c. Contractor's entering into this Agreement with the Company and its performance of its obligations do not and will not conflict with or result in any breach or default under any other agreement to which they are subject.
 - d. Contractor has the required skill, experience and qualifications to perform Services in connection with this Agreement, and it shall perform the services in connection with this Agreement in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and it shall use best efforts to ensure that the Services in connection with this Agreement are performed in a timely and reliable manner.
 5. Contractor may perform the Services at a location of Contractor's choosing in Contractor's sole discretion.
 6. Representations and Warranties by Company. The Company hereby represents and warrants to Contractor that all Services to be provided by Contractor are lawful. Further, the Company represents and warrants to Contractor that, as of the date of this Agreement:
 - a. Organization and Corporation Power. The Company is a C-corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada; and has all required corporate power and authority to own its property and to carry on its business as now being conducted, to enter into this Agreement and to carry out the transactions contemplated hereby.
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- b. Authorization. The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated hereby will not, violate any provision of any charter, articles of incorporation, by-law, mortgage, lien, lease, agreement, contract, instrument, order, judgment, or decree to which the Company is a party, or by which it is bound, and will not violate any other restriction of any other kind or character of which Company is subject. The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.
- c. The Company warrants that it will provide Contractor with accurate financial, corporate, and other data required by Contractor and necessary for full disclosure of all facts relevant to any efforts required of Contractor under this Agreement. Such information shall be furnished promptly upon request. If the Company fails to provide such information, or if any information provided by the Company to Contractor shall be false or misleading, or if the Company omits or fails to provide or withholds relevant material information to Contractor, then, in such event, any and all fees paid hereunder will be retained by Contractor as liquidated damages and this Agreement shall be null and void and Contractor shall have no further obligation hereunder. Further, by execution of this Agreement, the Company hereby indemnifies Contractor from any and all costs for expenses or damages incurred, and it holds Contractor harmless from any and all claims and/or actions that may arise out of providing false or misleading information or by omitting relevant information in connection with the efforts required of Contractor under this Agreement.

7. Indemnification.

- a. Company shall indemnify, defend (at the Contractor's request) and hold the Contractor harmless from and against any and all damages, losses, costs, fines, penalties, liabilities, claims, investigations, administrative proceedings, enforcements actions, and expenses (including, without limitation, reasonable attorneys' fees and costs) ("Liabilities") arising out of Contractor's services provided hereunder, including, but not limited to, Liabilities incurred by the Contractor from third-party claims due to or arising out of: (i) a breach by Company of this Agreement or any of Company's agreements, covenants, representations or warranties contained in this Agreement, and (ii) the negligence, willful misconduct or fraudulent acts of Company.
- b. If Company has any knowledge of any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, as to which Contractor may request indemnity under this provision, Company will give Contractor prompt written notice thereof. Company shall be entitled to assume the defense of any such proceeding and the Contractor will use all reasonable efforts to cooperate with such defense

8. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture participant with the Company for any purpose. The Contractor is and will remain an independent contractor in its relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company under this Agreement for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

9. This Agreement will terminate upon the earlier to occur of any of the following events: (a) expiration of the Term of this Agreement; (b) death or disability of Contractor's Principal, where such disability prevents Contractor from substantially performing Contractor's duties hereunder; (c) at any time for any or no reason whatsoever by either Party upon giving the other party thirty (30) calendar days' prior written notice and acceptance by the other Party; and (d) upon written notice to the other Party upon the occurrence of any one or more of the following events ("Cause"): (i) the other Party breaches any provision of this Agreement and fails to remedy such breach within ten (10) days after receipt of written notice of such breach; (ii) Contractor's intentional or repeated dereliction of Contractor's duties to the Company; (iv) gross negligence or willful misconduct of either Party to this Agreement; or (v) the commission of any act of fraud or dishonesty by the Company against the Company's shareholders, customers or suppliers.

10. This agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Arkansas. No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the Contractor and duly authorized representative of the Company.

11. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the Parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

12. Unenforceability of Provisions. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13. Waivers. No failure or delay by either the Company or Contractor in exercising any right or remedy under this Agreement will waive any provision of the Agreement, nor will any single or partial exercise by either the Company or Contractor of any right or remedy under this Agreement preclude either of them from otherwise or further exercising these rights or remedies, or any other rights or remedies granted by any law or any related document.

WITNESS the hands and seals of the parties this 15th day of May, 2019.

ECOARK HOLDINGS, INC.:

By: /s/ Randy May

Its: Chief Financial Officer

ABSOLUTE INTEGRITY, PLLC:

By: /s/ Jay Oliphant

Its: Principal/Member

Schedule I – Services

Services to include assisting with financial and SEC reporting, transition to a newly-hired financial executive, assisting with matters worked on as an employee and officer, cooperating with any investigation, administrative proceeding or litigation relating to any matter in which Contractor was involved or had knowledge of, accounting or system-related tasks similar to those performed while an employee.