

Exhibit 3

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is entered into by and between Plaintiff Eric Ulbrich (“Plaintiff”) on the one hand, and Ayzenberg Group, Inc., (“Defendant”) on the other hand, collectively referred to as “the Parties,” and is made with reference to the following:

1. BACKGROUND

1.1 Plaintiff is a former employee of Defendant. Certain disputes and controversies have arisen between the Parties hereto, which include, but are not limited to, the claims, demands and causes of action set forth in a civil actions filed in the Superior Court of the State of California for the County of Los Angeles, entitled Thomas Pena v. Ayzenberg Group, Inc., et al., Case No. 21STCV15447 and Eric Ulbrich v. Ayzenberg Group, Inc., et al., Case No. 21STCV42580 (the “Civil Action”).

1.2 The Parties attended a mediation session for the Civil Action, and reached a settlement of the class, collective, and representative PAGA claims as set forth in the Parties’ Joint Stipulation and Settlement of Class, Collective, and Representative Action (the “Joint Stipulation”). As set forth in the Joint Stipulation, one of the material conditions of the settlement is the execution of a general release (i.e., this Agreement) by Plaintiff.

1.3 Without admitting the validity of or any liability for the claims asserted by Plaintiff against Defendant with respect to the Civil Action, and any purported causes of action, both real and potential, it is the intention of the Parties hereto to settle, release and dispose of, fully and completely, any and all claims, demands and causes of action arising out of, connected with, or incidental to the dealings between Defendant and Plaintiff prior to the effective date hereof, including, without limitation on the generality of the foregoing, any and all claims, demands and causes of action reflected in the Civil Action.

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties expressly agree as follows:

2. AGREEMENT

2.1 Settlement Funds

Upon the Effective Date of the class, collective and representative settlement, and the Parties’ compliance with the terms and conditions set forth in the Joint Stipulation, in consideration for the releases, undertakings and covenants set forth therein and in this Agreement, and in full settlement of the Civil Action against Defendant, and any and all claims, demands and causes of action arising out of, connected with, or incidental to the dealings between Defendant and Plaintiff, and conditioned upon the Court’s approval of the Joint Stipulation and settlement of the Civil Action, Defendant agrees to pay Plaintiff the Class Representative Incentive Award as set forth in the Joint Stipulation, in the total gross sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS and ZERO CENTS (\$7,500.00) (the “Class Representative Incentive Award”) or any reduced amount approved by the Court, which shall be paid by the Settlement Administrator as set forth in the Joint Stipulation.

Plaintiff hereby acknowledges and agrees that the Class Representative Incentive Award constitutes consideration beyond that to which Plaintiff is already entitled. The Class Representative Incentive Award shall be delivered to Plaintiff as set forth in the Joint Stipulation.

2.2 Tax Liability/Effect of Payment

Plaintiff understands and agrees that Plaintiff is solely responsible for all tax obligations, including all reporting and payment obligations, that may arise as a consequence of this Agreement and payment of the Class Representative Incentive Award. Plaintiff further acknowledges that neither Defendant, nor any of its representatives or attorneys, have made any promise, representation or warranty, express or implied, regarding the tax consequences of any consideration paid to Plaintiff pursuant to this Agreement. Plaintiff further acknowledges that Defendant has no obligation to indemnify or defend Plaintiff in any tax proceedings or from any tax consequences that could result from payments made in accordance with this Agreement.

2.3 Circular 230 Disclaimer

Each Party to this Agreement acknowledges and agrees that (1) no provision of this agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR part 10, as amended); (2) Plaintiff (a) has relied exclusively upon Plaintiff's own independent legal and tax advisors for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on Plaintiff; and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by Plaintiff of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

2.4 Release

Following the Effective Date of the class, collective and representative settlement, Plaintiff on behalf of Plaintiff and Plaintiff's successors, heirs, assigns, agents, and representatives, hereby fully and forever releases and discharges Defendant and its past, present and/or future, direct and/or indirect, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of its parents), divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, any entity with potential joint liability, employee benefit plans and fiduciaries thereof, and all of their respective employees (including but not limited to Eric Ayzenberg, Adriane Zaduke, and Kristen Vaik Vazquez), directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns (hereafter collectively referred to as the "Releasees") from any and all claims, actions, suits, losses, rights, damages, costs, fees, expenses, accounts, demands, obligations, liabilities, and causes of action

of every character, nature, kind or description whatsoever, known or unknown, foreseen or unforeseen, and suspected or unsuspected, arising out of, or relating to, any act or omission, whatsoever from the beginning of time to the date of the execution of this Agreement, arising out of, connected with or incidental to the dealings between the Parties hereto, including but not limited to those arising out of Plaintiff's employment with Defendant and/or the termination thereof.

Plaintiff hereby releases fully and forever all claims against the Releasees, including, without limitation, claims arising under any state or federal law or regulation, including the California Fair Employment and Housing Act ("FEHA"), federal and state False Claims Acts, Title VII of the Civil Rights Act, the Americans With Disabilities Act ("ADA"), the Family Medical Leave Act ("FMLA"), the Federal Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers Benefit Protection Act ("OWBPA"), the California Family Rights Act ("CFRA"), the Fair Labor Standards Act ("FLSA"), the Employee Retirement Income Security Act ("ERISA"), the National Labor Relations Act ("NLRA"), the Private Attorneys General Act ("PAGA"), state and federal Worker Adjustment and Retraining Notification Acts ("WARN"), state and federal Occupational Safety and Health Acts ("OSHA"), the California Government Code, the California Civil Code, the California Labor Code, Section 132a of the California Labor Code, the California Healthy Workplaces Healthy Families Act, the California Business and Professions Code, the applicable California Wage Order, and any and all other federal, state or local laws or regulations relating to employment, discrimination, harassment, retaliation, public policy, wage/hour and/or compensation. This also specifically includes a release by Plaintiff of Plaintiff's claims set forth in the Civil Action, as well as any other claims relating to or arising out of the relationship between the Parties and any alleged injuries Plaintiff may have suffered arising out of that relationship up to and including the date Plaintiff executes this Agreement. This Release does not include claims that cannot be waived as a matter of law.

Plaintiff understands that nothing in this release prevents Plaintiff from filing a charge or complaint with or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), the Securities and Exchange Commission ("SEC"), or any other federal, state, or local agency charged with the enforcement of any employment laws, although Plaintiff understands that by signing this Agreement, Plaintiff waives the right to recover any damages or to receive other relief in any claim or suit brought by or through any such agency on Plaintiff's behalf, to the extent permitted by law.

Plaintiff further acknowledges and agrees that, upon the payment of the Class Representative Incentive Award, and with the exception of the Civil Action, Plaintiff releases and waives any right to become, and promises not to consent to become, a named plaintiff in a class, collective, or representative action or a class or collective member in any case in which claims are asserted against the Releasees that are related in any way to Plaintiff's employment with, or separation of employment from, Defendant, arising from the beginning of time to the date of execution hereof. In that regard, Plaintiff agrees that Plaintiff may not and will not submit a claim form in any class, collective, or representative action in which Plaintiff is included as a putative class member, if any. Plaintiff acknowledges that this Release constitutes a knowing and voluntary waiver of any and all rights or claims that Plaintiff may have under Title

VII of the 1964 Civil Rights Act, and the amendments thereto, and/or the California Fair Employment and Housing Act.

2.5 Waiver Of Unknown Claims

It is the intention of the Parties that the foregoing Release shall be construed in the broadest sense possible and shall be effective as a prohibition to all claims, charges, actions, suits, demands, obligations, damages, injuries, liabilities, losses, and causes of action of every character, nature, kind or description, known or unknown, and suspected or unsuspected that Plaintiff may have against Defendant or the Releasees.

Plaintiff expressly acknowledges that Plaintiff is aware of the existence of California Civil Code § 1542 and its meaning and effect. Plaintiff expressly acknowledges that Plaintiff has read and understands the following provision of that section, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff expressly waives and releases any right to benefits Plaintiff may have under California Civil Code § 1542 to the fullest extent Plaintiff may do so lawfully. Plaintiff further acknowledges that Plaintiff may later discover facts different from or in addition to those facts now known to Plaintiff or believed by Plaintiff to be true with respect to any or all of the matters covered by this Agreement, and the Parties agree that this Agreement nevertheless shall remain in full and complete force and effect.

2.6 Representation By Counsel And Informed Consent

The Parties expressly acknowledge that they have been represented by counsel in the negotiations culminating in this Agreement and that each of them has read this Agreement, reviewed the same with counsel, and fully understands the meaning and effect of each and every provision of this Agreement, in particular the meaning and effect of California Civil Code § 1542.

Each Party to this Agreement has made an investigation of the facts pertaining to this settlement and this Agreement and of all the matters pertaining thereto as deemed necessary.

2.7 Further Payments

Plaintiff acknowledges that upon the Effective Date of the class, collective and representative settlement, and after Plaintiff's Class Representative Incentive Award has been paid by the administrator in conformity with the Court's order, Releasees have provided Plaintiff with payment for any and all wages, compensation, commissions, bonuses, PTO, vacation, sick

leave, overtime, options, profit sharing, benefits, insurance, holidays, reimbursements, penalties, and/or any other form of payment from the Releasees arising out of or related in any way to Plaintiff's employment with Defendant. Defendant likewise maintains and asserts that Plaintiff has been fully compensated in connection with Plaintiff's employment with Defendant. Thus, any assertion by Plaintiff, either past, present or future, that any form of wages or other compensation remains owing to Plaintiff arising out of Plaintiff's employment with Defendant is disputed by Defendant in good faith. Notwithstanding said good faith dispute, Plaintiff is willing to compromise and resolve all such claims by accepting the consideration set forth in Paragraph 2.1 of this Agreement.

2.8 No Admission of Liability

This Agreement is the result of a compromise and for the purpose of settling disputed claims, and shall not at any time or for any purpose constitute or be considered or deemed any admission of liability on the part of any Party hereto. Defendant expressly denies any wrongdoing or liability in connection with any action or omission relating to Plaintiff.

2.9 No Further Claims

Other than the Civil Action, Plaintiff agrees that he has not and will not file any charges against any of the Releasees based on events relating to his employment with Defendant occurring prior to the date of execution of this Agreement with any state or federal administrative agency, and shall immediately dismiss any such existing claims, if any. Plaintiff has not and will not institute a lawsuit in any state or federal court, based upon, arising out of, or relating to any claim, demand, or cause of action released herein. This provision does not apply to charges challenging the validity of the Agreement under the Age Discrimination in Employment Act or any other charges that cannot be waived as a matter of law.

2.10 Prior Agreements

This Agreement does not alter, modify or impact the terms and conditions set forth in any prior agreements between the Parties, nor does it affect Plaintiff's obligation to comply with those provisions and covenants.

3.0 WARRANTIES

3.1 Signatories Have Authority; No Assignment

Each Party represents and warrants that he, she, or it, as the case may be, has the full power, capacity and authority to enter into this Agreement, that no portion of any charge, claim, right, demand, action or cause of action that any Party has or might have arising out of the transactions, omissions or acts referred to herein has been assigned, transferred or conveyed to any third party, by way of subrogation, operation of law or otherwise, and that no other agreement, release, or settlement is necessary from any other person or entity to release and discharge completely the other Party from the claims specified above which may be held by such Party.

3.2 No Reliance on Representations Not Contained Herein

The Parties represent and acknowledge that in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein. Plaintiff also represents and agrees that Plaintiff has entered into this Agreement voluntarily and without coercion or duress and has been offered a reasonable time to consider the Agreement.

3.3 Contractual Terms

Each term of this Agreement is contractual and not merely a recital.

4.0 GENERAL PROVISIONS

4.1 Entire Agreement

The Joint Stipulation and Settlement of Class, Collective and Representative Action and this Agreement (the "Agreements") constitute the entire agreement between the Parties and supersedes any and all other agreements or understandings, either oral or written, between the Parties with respect to the subject matter hereof. Each party to the Agreements acknowledges that no representations, inducements, promises, or other agreements have been made by or on behalf of any party except those covenants, agreements and promises embodied in the Agreements.

This Agreement is binding upon and shall inure to the benefit of the Parties, their respective agents, employees, representatives, officers, directors, divisions, subsidiaries, affiliates, heirs, predecessors, successors in interest, and shareholders.

4.2 Amendments And Writings

The provisions of this Agreement may not be altered, amended or repealed, in whole or in part, except by the written consent of all the Parties, or all of the Parties' attorneys of record.

4.3 Severability

If any term of this Agreement is declared invalid for any reason, such determination shall not affect the validity of the remainder of the Agreement. The remaining parts of this Agreement shall remain in effect as if the Agreement had been executed without the invalid term.

4.4 Applicable Law

This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California, enforceable under California Code of Civil Procedure Section 664.6.

4.5 Agreement Jointly Negotiated

Each of the Parties acknowledge that this Agreement was initially drafted by counsel for Defendant with Plaintiff's consent, it was then reviewed by Plaintiff and Plaintiff's attorneys of record, and jointly negotiated as to any changes or revisions. The Agreement shall not be construed by any court of law or equity against any party solely by virtue of any party having drafted this Agreement.

4.6 Counterparts

This Agreement may be executed in counterparts. All counterparts when executed shall constitute one agreement binding upon all Parties notwithstanding that all of the parties are not a signatory to the original or the same counterpart. A faxed or .pdf copy of this Agreement may be deemed an original.

4.7 No Implied Waiver

The waiver of any provision or term of this Agreement shall not be deemed a waiver of any other term or provision, except where expressly agreed to by the Parties in writing.

4.8 Review of Agreement

Plaintiff acknowledges that Plaintiff (a) has read this Agreement, (b) has been provided a full and ample opportunity to study it, (c) has been advised in writing to consult with an attorney prior to signing it, (d) has actually consulted with an attorney regarding its terms, and (e) is signing it voluntarily with full knowledge that it is intended, to the maximum extent permitted by law, as a complete release and waiver of any and all claims.

This Agreement consists of 8 total pages, including the signature pages of the Parties.

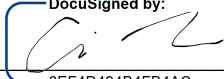
5.0 ENFORCEABILITY

It is the intent of the Parties, pursuant to Evidence Code sections 1122(a)(1) and 1123(b) and Code of Civil Procedure section 664.6, that all of the terms of this Agreement may be disclosed to a court of law and shall be enforceable and binding upon them in a court of law. The Parties also agree that, in the event of an actual or threatened breach by Plaintiff of any of the provisions of this Agreement, Plaintiff agrees that Defendant's remedy at law may be inadequate, and accordingly, Defendant shall be entitled to sue for injunctive relief in any action or proceeding brought to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned Parties, and each of them, have executed this Agreement.

**ERIC ULBRICH, PLEASE READ CAREFULLY.
THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A
RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

DATED: 9/27, 2022

DocuSigned by:


ERIC ULBRICH

AYZENBERG GROUP, INC.

DATED: _____, 2022

By: _____
Edgar Davtyan
Title: Chief Financial Officer

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is entered into by and between Plaintiff Mark Ramsey (“Plaintiff”) on the one hand, and Ayzenberg Group, Inc., (“Defendant”) on the other hand, collectively referred to as “the Parties,” and is made with reference to the following:

1. BACKGROUND

1.1 Plaintiff is a former employee of Defendant. Certain disputes and controversies have arisen between the Parties hereto, which include, but are not limited to, the claims, demands and causes of action set forth in a civil actions filed in the Superior Court of the State of California for the County of Los Angeles, entitled Thomas Pena v. Ayzenberg Group, Inc., et al., Case No. 21STCV15447 and Eric Ulbrich v. Ayzenberg Group, Inc., et al., Case No. 21STCV42580 (the “Civil Action”).

1.2 The Parties attended a mediation session for the Civil Action, and reached a settlement of the class, collective, and representative PAGA claims as set forth in the Parties’ Joint Stipulation and Settlement of Class, Collective, and Representative Action (the “Joint Stipulation”). As set forth in the Joint Stipulation, one of the material conditions of the settlement is the execution of a general release (i.e., this Agreement) by Plaintiff.

1.3 Without admitting the validity of or any liability for the claims asserted by Plaintiff against Defendant with respect to the Civil Action, and any purported causes of action, both real and potential, it is the intention of the Parties hereto to settle, release and dispose of, fully and completely, any and all claims, demands and causes of action arising out of, connected with, or incidental to the dealings between Defendant and Plaintiff prior to the effective date hereof, including, without limitation on the generality of the foregoing, any and all claims, demands and causes of action reflected in the Civil Action.

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties expressly agree as follows:

2. AGREEMENT

2.1 Settlement Funds

Upon the Effective Date of the class, collective and representative settlement, and the Parties’ compliance with the terms and conditions set forth in the Joint Stipulation, in consideration for the releases, undertakings and covenants set forth therein and in this Agreement, and in full settlement of the Civil Action against Defendant, and any and all claims, demands and causes of action arising out of, connected with, or incidental to the dealings between Defendant and Plaintiff, and conditioned upon the Court’s approval of the Joint Stipulation and settlement of the Civil Action, Defendant agrees to pay Plaintiff the Class Representative Incentive Award as set forth in the Joint Stipulation, in the total gross sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS and ZERO CENTS (\$7,500.00) (the “Class Representative Incentive Award”) or any reduced amount approved by the Court, which shall be paid by the Settlement Administrator as set forth in the Joint Stipulation.

Plaintiff hereby acknowledges and agrees that the Class Representative Incentive Award constitutes consideration beyond that to which Plaintiff is already entitled. The Class Representative Incentive Award shall be delivered to Plaintiff as set forth in the Joint Stipulation.

2.2 Tax Liability/Effect of Payment

Plaintiff understands and agrees that Plaintiff is solely responsible for all tax obligations, including all reporting and payment obligations, that may arise as a consequence of this Agreement and payment of the Class Representative Incentive Award. Plaintiff further acknowledges that neither Defendant, nor any of its representatives or attorneys, have made any promise, representation or warranty, express or implied, regarding the tax consequences of any consideration paid to Plaintiff pursuant to this Agreement. Plaintiff further acknowledges that Defendant has no obligation to indemnify or defend Plaintiff in any tax proceedings or from any tax consequences that could result from payments made in accordance with this Agreement.

2.3 Circular 230 Disclaimer

Each Party to this Agreement acknowledges and agrees that (1) no provision of this agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR part 10, as amended); (2) Plaintiff (a) has relied exclusively upon Plaintiff's own independent legal and tax advisors for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on Plaintiff; and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by Plaintiff of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

2.4 Release

Following the Effective Date of the class, collective and representative settlement, Plaintiff on behalf of Plaintiff and Plaintiff's successors, heirs, assigns, agents, and representatives, hereby fully and forever releases and discharges Defendant and its past, present and/or future, direct and/or indirect, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of its parents), divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, any entity with potential joint liability, employee benefit plans and fiduciaries thereof, and all of their respective employees (including but not limited to Eric Ayzenberg, Adriane Zадuke, and Kristen Vaik Vazquez), directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns (hereafter collectively referred to as the "Releasees") from any and all claims, actions, suits, losses, rights, damages, costs, fees, expenses, accounts, demands, obligations, liabilities, and causes of action

of every character, nature, kind or description whatsoever, known or unknown, foreseen or unforeseen, and suspected or unsuspected, arising out of, or relating to, any act or omission, whatsoever from the beginning of time to the date of the execution of this Agreement, arising out of, connected with or incidental to the dealings between the Parties hereto, including but not limited to those arising out of Plaintiff's employment with Defendant and/or the termination thereof.

Plaintiff hereby releases fully and forever all claims against the Releasees, including, without limitation, claims arising under any state or federal law or regulation, including the California Fair Employment and Housing Act ("FEHA"), federal and state False Claims Acts, Title VII of the Civil Rights Act, the Americans With Disabilities Act ("ADA"), the Family Medical Leave Act ("FMLA"), the Federal Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers Benefit Protection Act ("OWBPA"), the California Family Rights Act ("CFRA"), the Fair Labor Standards Act ("FLSA"), the Employee Retirement Income Security Act ("ERISA"), the National Labor Relations Act ("NLRA"), the Private Attorneys General Act ("PAGA"), state and federal Worker Adjustment and Retraining Notification Acts ("WARN"), state and federal Occupational Safety and Health Acts ("OSHA"), the California Government Code, the California Civil Code, the California Labor Code, Section 132a of the California Labor Code, the California Healthy Workplaces Healthy Families Act, the California Business and Professions Code, the applicable California Wage Order, and any and all other federal, state or local laws or regulations relating to employment, discrimination, harassment, retaliation, public policy, wage/hour and/or compensation. This also specifically includes a release by Plaintiff of Plaintiff's claims set forth in the Civil Action, as well as any other claims relating to or arising out of the relationship between the Parties and any alleged injuries Plaintiff may have suffered arising out of that relationship up to and including the date Plaintiff executes this Agreement. This Release does not include claims that cannot be waived as a matter of law.

Plaintiff understands that nothing in this release prevents Plaintiff from filing a charge or complaint with or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), the Securities and Exchange Commission ("SEC"), or any other federal, state, or local agency charged with the enforcement of any employment laws, although Plaintiff understands that by signing this Agreement, Plaintiff waives the right to recover any damages or to receive other relief in any claim or suit brought by or through any such agency on Plaintiff's behalf, to the extent permitted by law.

Plaintiff further acknowledges and agrees that, upon the payment of the Class Representative Incentive Award, and with the exception of the Civil Action, Plaintiff releases and waives any right to become, and promises not to consent to become, a named plaintiff in a class, collective, or representative action or a class or collective member in any case in which claims are asserted against the Releasees that are related in any way to Plaintiff's employment with, or separation of employment from, Defendant, arising from the beginning of time to the date of execution hereof. In that regard, Plaintiff agrees that Plaintiff may not and will not submit a claim form in any class, collective, or representative action in which Plaintiff is included as a putative class member, if any. Plaintiff acknowledges that this Release constitutes a knowing and voluntary waiver of any and all rights or claims that Plaintiff may have under Title

VII of the 1964 Civil Rights Act, and the amendments thereto, and/or the California Fair Employment and Housing Act.

2.5 Waiver Of Unknown Claims

It is the intention of the Parties that the foregoing Release shall be construed in the broadest sense possible and shall be effective as a prohibition to all claims, charges, actions, suits, demands, obligations, damages, injuries, liabilities, losses, and causes of action of every character, nature, kind or description, known or unknown, and suspected or unsuspected that Plaintiff may have against Defendant or the Releasees.

Plaintiff expressly acknowledges that Plaintiff is aware of the existence of California Civil Code § 1542 and its meaning and effect. Plaintiff expressly acknowledges that Plaintiff has read and understands the following provision of that section, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff expressly waives and releases any right to benefits Plaintiff may have under California Civil Code § 1542 to the fullest extent Plaintiff may do so lawfully. Plaintiff further acknowledges that Plaintiff may later discover facts different from or in addition to those facts now known to Plaintiff or believed by Plaintiff to be true with respect to any or all of the matters covered by this Agreement, and the Parties agree that this Agreement nevertheless shall remain in full and complete force and effect.

2.6 Representation By Counsel And Informed Consent

The Parties expressly acknowledge that they have been represented by counsel in the negotiations culminating in this Agreement and that each of them has read this Agreement, reviewed the same with counsel, and fully understands the meaning and effect of each and every provision of this Agreement, in particular the meaning and effect of California Civil Code § 1542.

Each Party to this Agreement has made an investigation of the facts pertaining to this settlement and this Agreement and of all the matters pertaining thereto as deemed necessary.

2.7 Further Payments

Plaintiff acknowledges that upon the Effective Date of the class, collective and representative settlement, and after Plaintiff's Class Representative Incentive Award has been paid by the administrator in conformity with the Court's order, Releasees have provided Plaintiff with payment for any and all wages, compensation, commissions, bonuses, PTO, vacation, sick

leave, overtime, options, profit sharing, benefits, insurance, holidays, reimbursements, penalties, and/or any other form of payment from the Releasees arising out of or related in any way to Plaintiff's employment with Defendant. Defendant likewise maintains and asserts that Plaintiff has been fully compensated in connection with Plaintiff's employment with Defendant. Thus, any assertion by Plaintiff, either past, present or future, that any form of wages or other compensation remains owing to Plaintiff arising out of Plaintiff's employment with Defendant is disputed by Defendant in good faith. Notwithstanding said good faith dispute, Plaintiff is willing to compromise and resolve all such claims by accepting the consideration set forth in Paragraph 2.1 of this Agreement.

2.8 No Admission of Liability

This Agreement is the result of a compromise and for the purpose of settling disputed claims, and shall not at any time or for any purpose constitute or be considered or deemed any admission of liability on the part of any Party hereto. Defendant expressly denies any wrongdoing or liability in connection with any action or omission relating to Plaintiff.

2.9 No Further Claims

Other than the Civil Action, Plaintiff agrees that he has not and will not file any charges against any of the Releasees based on events relating to his employment with Defendant occurring prior to the date of execution of this Agreement with any state or federal administrative agency, and shall immediately dismiss any such existing claims, if any. Plaintiff has not and will not institute a lawsuit in any state or federal court, based upon, arising out of, or relating to any claim, demand, or cause of action released herein. This provision does not apply to charges challenging the validity of the Agreement under the Age Discrimination in Employment Act or any other charges that cannot be waived as a matter of law.

2.10 Prior Agreements

This Agreement does not alter, modify or impact the terms and conditions set forth in any prior agreements between the Parties, nor does it affect Plaintiff's obligation to comply with those provisions and covenants.

3.0 WARRANTIES

3.1 Signatories Have Authority; No Assignment

Each Party represents and warrants that he, she, or it, as the case may be, has the full power, capacity and authority to enter into this Agreement, that no portion of any charge, claim, right, demand, action or cause of action that any Party has or might have arising out of the transactions, omissions or acts referred to herein has been assigned, transferred or conveyed to any third party, by way of subrogation, operation of law or otherwise, and that no other agreement, release, or settlement is necessary from any other person or entity to release and discharge completely the other Party from the claims specified above which may be held by such Party.

3.2 No Reliance on Representations Not Contained Herein

The Parties represent and acknowledge that in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein. Plaintiff also represents and agrees that Plaintiff has entered into this Agreement voluntarily and without coercion or duress and has been offered a reasonable time to consider the Agreement.

3.3 Contractual Terms

Each term of this Agreement is contractual and not merely a recital.

4.0 GENERAL PROVISIONS

4.1 Entire Agreement

The Joint Stipulation and Settlement of Class, Collective and Representative Action and this Agreement (the "Agreements") constitute the entire agreement between the Parties and supersedes any and all other agreements or understandings, either oral or written, between the Parties with respect to the subject matter hereof. Each party to the Agreements acknowledges that no representations, inducements, promises, or other agreements have been made by or on behalf of any party except those covenants, agreements and promises embodied in the Agreements.

This Agreement is binding upon and shall inure to the benefit of the Parties, their respective agents, employees, representatives, officers, directors, divisions, subsidiaries, affiliates, heirs, predecessors, successors in interest, and shareholders.

4.2 Amendments And Writings

The provisions of this Agreement may not be altered, amended or repealed, in whole or in part, except by the written consent of all the Parties, or all of the Parties' attorneys of record.

4.3 Severability

If any term of this Agreement is declared invalid for any reason, such determination shall not affect the validity of the remainder of the Agreement. The remaining parts of this Agreement shall remain in effect as if the Agreement had been executed without the invalid term.

4.4 Applicable Law

This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California, enforceable under California Code of Civil Procedure Section 664.6.

4.5 Agreement Jointly Negotiated

Each of the Parties acknowledge that this Agreement was initially drafted by counsel for Defendant with Plaintiff's consent, it was then reviewed by Plaintiff and Plaintiff's attorneys of record, and jointly negotiated as to any changes or revisions. The Agreement shall not be construed by any court of law or equity against any party solely by virtue of any party having drafted this Agreement.

4.6 Counterparts

This Agreement may be executed in counterparts. All counterparts when executed shall constitute one agreement binding upon all Parties notwithstanding that all of the parties are not a signatory to the original or the same counterpart. A faxed or .pdf copy of this Agreement may be deemed an original.

4.7 No Implied Waiver

The waiver of any provision or term of this Agreement shall not be deemed a waiver of any other term or provision, except where expressly agreed to by the Parties in writing.

4.8 Review of Agreement

Plaintiff acknowledges that Plaintiff (a) has read this Agreement, (b) has been provided a full and ample opportunity to study it, (c) has been advised in writing to consult with an attorney prior to signing it, (d) has actually consulted with an attorney regarding its terms, and (e) is signing it voluntarily with full knowledge that it is intended, to the maximum extent permitted by law, as a complete release and waiver of any and all claims.

This Agreement consists of 8 total pages, including the signature pages of the Parties.

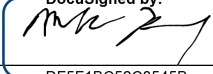
5.0 ENFORCEABILITY

It is the intent of the Parties, pursuant to Evidence Code sections 1122(a)(1) and 1123(b) and Code of Civil Procedure section 664.6, that all of the terms of this Agreement may be disclosed to a court of law and shall be enforceable and binding upon them in a court of law. The Parties also agree that, in the event of an actual or threatened breach by Plaintiff of any of the provisions of this Agreement, Plaintiff agrees that Defendant's remedy at law may be inadequate, and accordingly, Defendant shall be entitled to sue for injunctive relief in any action or proceeding brought to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned Parties, and each of them, have executed this Agreement.

**MARK RAMSEY, PLEASE READ CAREFULLY.
THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A
RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

DATED: 9/26/22, 2022

DocuSigned by:


MARK RAMSEY

AYZENBERG GROUP, INC.

DATED: _____, 2022

By: _____
Edgar Davtyan
Title: Chief Financial Officer

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is entered into by and between Plaintiff Thomas Pena (“Plaintiff”) on the one hand, and Ayzenberg Group, Inc., (“Defendant”) on the other hand, collectively referred to as “the Parties,” and is made with reference to the following:

1. BACKGROUND

1.1 Plaintiff is a former employee of Defendant. Certain disputes and controversies have arisen between the Parties hereto, which include, but are not limited to, the claims, demands and causes of action set forth in a civil actions filed in the Superior Court of the State of California for the County of Los Angeles, entitled Thomas Pena v. Ayzenberg Group, Inc., et al., Case No. 21STCV15447 and Eric Ulbrich v. Ayzenberg Group, Inc., et al., Case No. 21STCV42580 (the “Civil Action”).

1.2 The Parties attended a mediation session for the Civil Action, and reached a settlement of the class, collective, and representative PAGA claims as set forth in the Parties’ Joint Stipulation and Settlement of Class, Collective, and Representative Action (the “Joint Stipulation”). As set forth in the Joint Stipulation, one of the material conditions of the settlement is the execution of a general release (i.e., this Agreement) by Plaintiff.

1.3 Without admitting the validity of or any liability for the claims asserted by Plaintiff against Defendant with respect to the Civil Action, and any purported causes of action, both real and potential, it is the intention of the Parties hereto to settle, release and dispose of, fully and completely, any and all claims, demands and causes of action arising out of, connected with, or incidental to the dealings between Defendant and Plaintiff prior to the effective date hereof, including, without limitation on the generality of the foregoing, any and all claims, demands and causes of action reflected in the Civil Action.

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties expressly agree as follows:

2. AGREEMENT

2.1 Settlement Funds

Upon the Effective Date of the class, collective and representative settlement, and the Parties’ compliance with the terms and conditions set forth in the Joint Stipulation, in consideration for the releases, undertakings and covenants set forth therein and in this Agreement, and in full settlement of the Civil Action against Defendant, and any and all claims, demands and causes of action arising out of, connected with, or incidental to the dealings between Defendant and Plaintiff, and conditioned upon the Court’s approval of the Joint Stipulation and settlement of the Civil Action, Defendant agrees to pay Plaintiff the Class Representative Incentive Award as set forth in the Joint Stipulation, in the total gross sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS and ZERO CENTS (\$7,500.00) (the “Class Representative Incentive Award”) or any reduced amount approved by the Court, which shall be paid by the Settlement Administrator as set forth in the Joint Stipulation.

Plaintiff hereby acknowledges and agrees that the Class Representative Incentive Award constitutes consideration beyond that to which Plaintiff is already entitled. The Class Representative Incentive Award shall be delivered to Plaintiff as set forth in the Joint Stipulation.

2.2 Tax Liability/Effect of Payment

Plaintiff understands and agrees that Plaintiff is solely responsible for all tax obligations, including all reporting and payment obligations, that may arise as a consequence of this Agreement and payment of the Class Representative Incentive Award. Plaintiff further acknowledges that neither Defendant, nor any of its representatives or attorneys, have made any promise, representation or warranty, express or implied, regarding the tax consequences of any consideration paid to Plaintiff pursuant to this Agreement. Plaintiff further acknowledges that Defendant has no obligation to indemnify or defend Plaintiff in any tax proceedings or from any tax consequences that could result from payments made in accordance with this Agreement.

2.3 Circular 230 Disclaimer

Each Party to this Agreement acknowledges and agrees that (1) no provision of this agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR part 10, as amended); (2) Plaintiff (a) has relied exclusively upon Plaintiff's own independent legal and tax advisors for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on Plaintiff; and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by Plaintiff of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

2.4 Release

Following the Effective Date of the class, collective and representative settlement, Plaintiff on behalf of Plaintiff and Plaintiff's successors, heirs, assigns, agents, and representatives, hereby fully and forever releases and discharges Defendant and its past, present and/or future, direct and/or indirect, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of its parents), divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, any entity with potential joint liability, employee benefit plans and fiduciaries thereof, and all of their respective employees (including but not limited to Eric Ayzenberg, Adriane Zадuke, and Kristen Vaik Vazquez), directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns (hereafter collectively referred to as the "Releasees") from any and all claims, actions, suits, losses, rights, damages, costs, fees, expenses, accounts, demands, obligations, liabilities, and causes of action

of every character, nature, kind or description whatsoever, known or unknown, foreseen or unforeseen, and suspected or unsuspected, arising out of, or relating to, any act or omission, whatsoever from the beginning of time to the date of the execution of this Agreement, arising out of, connected with or incidental to the dealings between the Parties hereto, including but not limited to those arising out of Plaintiff's employment with Defendant and/or the termination thereof.

Plaintiff hereby releases fully and forever all claims against the Releasees, including, without limitation, claims arising under any state or federal law or regulation, including the California Fair Employment and Housing Act ("FEHA"), federal and state False Claims Acts, Title VII of the Civil Rights Act, the Americans With Disabilities Act ("ADA"), the Family Medical Leave Act ("FMLA"), the Federal Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers Benefit Protection Act ("OWBPA"), the California Family Rights Act ("CFRA"), the Fair Labor Standards Act ("FLSA"), the Employee Retirement Income Security Act ("ERISA"), the National Labor Relations Act ("NLRA"), the Private Attorneys General Act ("PAGA"), state and federal Worker Adjustment and Retraining Notification Acts ("WARN"), state and federal Occupational Safety and Health Acts ("OSHA"), the California Government Code, the California Civil Code, the California Labor Code, Section 132a of the California Labor Code, the California Healthy Workplaces Healthy Families Act, the California Business and Professions Code, the applicable California Wage Order, and any and all other federal, state or local laws or regulations relating to employment, discrimination, harassment, retaliation, public policy, wage/hour and/or compensation. This also specifically includes a release by Plaintiff of Plaintiff's claims set forth in the Civil Action, as well as any other claims relating to or arising out of the relationship between the Parties and any alleged injuries Plaintiff may have suffered arising out of that relationship up to and including the date Plaintiff executes this Agreement. This Release does not include claims that cannot be waived as a matter of law.

Plaintiff understands that nothing in this release prevents Plaintiff from filing a charge or complaint with or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), the Securities and Exchange Commission ("SEC"), or any other federal, state, or local agency charged with the enforcement of any employment laws, although Plaintiff understands that by signing this Agreement, Plaintiff waives the right to recover any damages or to receive other relief in any claim or suit brought by or through any such agency on Plaintiff's behalf, to the extent permitted by law.

Plaintiff further acknowledges and agrees that, upon the payment of the Class Representative Incentive Award, and with the exception of the Civil Action, Plaintiff releases and waives any right to become, and promises not to consent to become, a named plaintiff in a class, collective, or representative action or a class or collective member in any case in which claims are asserted against the Releasees that are related in any way to Plaintiff's employment with, or separation of employment from, Defendant, arising from the beginning of time to the date of execution hereof. In that regard, Plaintiff agrees that Plaintiff may not and will not submit a claim form in any class, collective, or representative action in which Plaintiff is included as a putative class member, if any. Plaintiff acknowledges that this Release constitutes a knowing and voluntary waiver of any and all rights or claims that Plaintiff may have under Title

VII of the 1964 Civil Rights Act, and the amendments thereto, and/or the California Fair Employment and Housing Act.

2.5 Waiver Of Unknown Claims

It is the intention of the Parties that the foregoing Release shall be construed in the broadest sense possible and shall be effective as a prohibition to all claims, charges, actions, suits, demands, obligations, damages, injuries, liabilities, losses, and causes of action of every character, nature, kind or description, known or unknown, and suspected or unsuspected that Plaintiff may have against Defendant or the Releasees.

Plaintiff expressly acknowledges that Plaintiff is aware of the existence of California Civil Code § 1542 and its meaning and effect. Plaintiff expressly acknowledges that Plaintiff has read and understands the following provision of that section, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff expressly waives and releases any right to benefits Plaintiff may have under California Civil Code § 1542 to the fullest extent Plaintiff may do so lawfully. Plaintiff further acknowledges that Plaintiff may later discover facts different from or in addition to those facts now known to Plaintiff or believed by Plaintiff to be true with respect to any or all of the matters covered by this Agreement, and the Parties agree that this Agreement nevertheless shall remain in full and complete force and effect.

2.6 Representation By Counsel And Informed Consent

The Parties expressly acknowledge that they have been represented by counsel in the negotiations culminating in this Agreement and that each of them has read this Agreement, reviewed the same with counsel, and fully understands the meaning and effect of each and every provision of this Agreement, in particular the meaning and effect of California Civil Code § 1542.

Each Party to this Agreement has made an investigation of the facts pertaining to this settlement and this Agreement and of all the matters pertaining thereto as deemed necessary.

2.7 Further Payments

Plaintiff acknowledges that upon the Effective Date of the class, collective and representative settlement, and after Plaintiff's Class Representative Incentive Award has been paid by the administrator in conformity with the Court's order, Releasees have provided Plaintiff with payment for any and all wages, compensation, commissions, bonuses, PTO, vacation, sick

leave, overtime, options, profit sharing, benefits, insurance, holidays, reimbursements, penalties, and/or any other form of payment from the Releasees arising out of or related in any way to Plaintiff's employment with Defendant. Defendant likewise maintains and asserts that Plaintiff has been fully compensated in connection with Plaintiff's employment with Defendant. Thus, any assertion by Plaintiff, either past, present or future, that any form of wages or other compensation remains owing to Plaintiff arising out of Plaintiff's employment with Defendant is disputed by Defendant in good faith. Notwithstanding said good faith dispute, Plaintiff is willing to compromise and resolve all such claims by accepting the consideration set forth in Paragraph 2.1 of this Agreement.

2.8 No Admission of Liability

This Agreement is the result of a compromise and for the purpose of settling disputed claims, and shall not at any time or for any purpose constitute or be considered or deemed any admission of liability on the part of any Party hereto. Defendant expressly denies any wrongdoing or liability in connection with any action or omission relating to Plaintiff.

2.9 No Further Claims

Other than the Civil Action, Plaintiff agrees that he has not and will not file any charges against any of the Releasees based on events relating to his employment with Defendant occurring prior to the date of execution of this Agreement with any state or federal administrative agency, and shall immediately dismiss any such existing claims, if any. Plaintiff has not and will not institute a lawsuit in any state or federal court, based upon, arising out of, or relating to any claim, demand, or cause of action released herein. This provision does not apply to charges challenging the validity of the Agreement under the Age Discrimination in Employment Act or any other charges that cannot be waived as a matter of law.

2.10 Prior Agreements

This Agreement does not alter, modify or impact the terms and conditions set forth in any prior agreements between the Parties, nor does it affect Plaintiff's obligation to comply with those provisions and covenants.

3.0 WARRANTIES

3.1 Signatories Have Authority; No Assignment

Each Party represents and warrants that he, she, or it, as the case may be, has the full power, capacity and authority to enter into this Agreement, that no portion of any charge, claim, right, demand, action or cause of action that any Party has or might have arising out of the transactions, omissions or acts referred to herein has been assigned, transferred or conveyed to any third party, by way of subrogation, operation of law or otherwise, and that no other agreement, release, or settlement is necessary from any other person or entity to release and discharge completely the other Party from the claims specified above which may be held by such Party.

3.2 No Reliance on Representations Not Contained Herein

The Parties represent and acknowledge that in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein. Plaintiff also represents and agrees that Plaintiff has entered into this Agreement voluntarily and without coercion or duress and has been offered a reasonable time to consider the Agreement.

3.3 Contractual Terms

Each term of this Agreement is contractual and not merely a recital.

4.0 GENERAL PROVISIONS

4.1 Entire Agreement

The Joint Stipulation and Settlement of Class, Collective and Representative Action and this Agreement (the "Agreements") constitute the entire agreement between the Parties and supersedes any and all other agreements or understandings, either oral or written, between the Parties with respect to the subject matter hereof. Each party to the Agreements acknowledges that no representations, inducements, promises, or other agreements have been made by or on behalf of any party except those covenants, agreements and promises embodied in the Agreements.

This Agreement is binding upon and shall inure to the benefit of the Parties, their respective agents, employees, representatives, officers, directors, divisions, subsidiaries, affiliates, heirs, predecessors, successors in interest, and shareholders.

4.2 Amendments And Writings

The provisions of this Agreement may not be altered, amended or repealed, in whole or in part, except by the written consent of all the Parties, or all of the Parties' attorneys of record.

4.3 Severability

If any term of this Agreement is declared invalid for any reason, such determination shall not affect the validity of the remainder of the Agreement. The remaining parts of this Agreement shall remain in effect as if the Agreement had been executed without the invalid term.

4.4 Applicable Law

This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California, enforceable under California Code of Civil Procedure Section 664.6.

4.5 Agreement Jointly Negotiated

Each of the Parties acknowledge that this Agreement was initially drafted by counsel for Defendant with Plaintiff's consent, it was then reviewed by Plaintiff and Plaintiff's attorneys of record, and jointly negotiated as to any changes or revisions. The Agreement shall not be construed by any court of law or equity against any party solely by virtue of any party having drafted this Agreement.

4.6 Counterparts

This Agreement may be executed in counterparts. All counterparts when executed shall constitute one agreement binding upon all Parties notwithstanding that all of the parties are not a signatory to the original or the same counterpart. A faxed or .pdf copy of this Agreement may be deemed an original.

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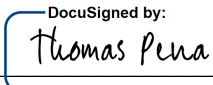
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DATED: 09/27/, 2022

DocuSigned by:


THOMAS PENA

AYZENBERG GROUP, INC.

DATED: _____, 2022

By: _____
Edgar Davtyan
Title: Chief Financial Officer