

CHANGE OF RELATIONSHIP AGREEMENT

This agreement is made between MINDBOARD, INC., whose address is 43676 Trade Center Place, Suite 235, Sterling, VA 20166 (“Mindboard”) and ABHIJIT VEREKAR, whose address is 5936 SW YAMHILL ST, PORTLAND, OR 97221 (“Employee”).

BACKGROUND

1. Mindboard and Employee are parties to a certain “At Will” Employment Agreement, dated April 1, 2014 (the “**Employment Agreement**”);
2. The parties have agreed to terminate the Employment Agreement in all respects effective at and as of March 31, 2017 (the “**Contract Termination**”).
3. In connection with the Contract Termination, Employee has requested to be released from certain terms of the Employment Agreement, and the parties desire to resolve any outstanding issues and potential claims between and agree to continued cooperation on certain matters.
4. In consideration of such transactions, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have agreed to the terms set forth herein.

Terms and Conditions

1. **Contract Termination.**

The parties hereby agree that the Agreement has been and is hereby terminated in all respects, provided however that the provisions of Sections 5 shall survive with the exception that Employee is permitted to contract with Blount County, TN and Mindboard will not seek to enforce Section 5 with respect to Employee contracting with Blount County, TN.

2. Cooperation. Employee, at no cost to Mindboard, will use good faith efforts to cooperate with Mindboard and its attorneys in all matters relating to a dispute with RNR in all stages of the dispute, whether or not such dispute elevates to litigation. Such good faith cooperation shall include, but not be limited to, sitting for depositions, providing testimony, and meeting with Mindboard and its attorney to provide information within your knowledge concerning the dispute. The parties will cooperate with each other in making such information available as needed in connection with such dispute. This provision survives Contract Termination until the dispute is finalized.

3. Binding Effect. This Agreement is binding upon and inures to the benefit of its parties and each of their respective agents, employees, representatives, officers, directors, principals, attorneys, shareholders, corporate parents, subsidiaries, affiliates, assigns,

predecessors-in-interest and successors-in-interest.

4. Entire Agreement. This Agreement contains the entire understanding of its parties and supersedes all prior written or oral agreements or understandings concerning its subject matter.

5. Amendments. No amendment or modification of this Agreement will be effective unless it is made in writing and signed by the parties to this Agreement.

6. Severability. Whenever possible, each provision of this Agreement shall be interpreted so as to be valid under existing law. A finding of invalidity as to any provision of this Agreement or any portion thereof will void only that provision or portion and no other, and this Agreement shall be interpreted as if it did not contain the invalid provision or portion.

7. Reliance on Counsel. Each party represents that, in negotiating and drafting of this Agreement, it has been represented by counsel of its choice. Each party also affirms that its counsel has had a substantial role in negotiating and drafting his Agreement. Accordingly, each party agrees that no rule of construction resolving any ambiguity against the drafter shall be employed in the interpretation of the Agreement.

8. Choice of Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the Commonwealth of Virginia.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which is an original but all of which constitute one and the same document. Electronic signatures have the same effect as original signatures.

Signatures on the next page.

The undersigned have executed this Agreement as of the date appearing in its first paragraph.

EMPLOYEE:



3/31/17

Abhijit Verekar

MINDBOARD:

MINDBOARD, INC.



3/31/17

Vinay Pande, President