



October 5th, 2012

Richard Riess
20707 Anza Ave
Torrance, CA 90503

Dear Richard,

We are pleased to offer you a position with AppNeta (Canada), Inc. ("AppNeta Canada"). This letter sets out the terms and conditions under which AppNeta Canada is prepared to offer you employment. Please note that the terms and conditions of this offer are confidential and supersede any and all prior discussion and/or representations made to you in relation to your employment with AppNeta Canada. Your execution of this letter constitutes your acceptance of the following terms and conditions:

Position

Your position as Senior Software Developer will commence on or about October 15, 2012. As a Senior Software Developer, you will contribute to product development through product architecture, design, systems analysis and programming activities and any such commensurate responsibilities as may be reasonably assigned.

Reporting

You will report directly to Michael Alexander, Development Manager, or such manager of AppNeta Canada as AppNeta Canada may designate from time to time.

Salary

Your base salary will be CAD\$90,000 per annum payable bi-weekly, effective upon the commencement of employment.

Equity Incentive

You shall be granted an option to purchase a number of shares of the Common Stock of AppNeta, Inc. ("AppNeta USA"), at a price equal to the fair market value of the shares at the date of grant, subject to the approval of the board of directors and shareholders of AppNeta USA and such other terms and conditions as are set out in the AppNeta USA Stock Option Plan. The vesting period for these options shall commence on the date on which you actively start work and shall be governed by the terms of the AppNeta USA Stock Option Plan.



Benefits

As a regular employee of AppNeta Canada, you will be entitled to all such benefits, including medical, dental, life insurance and LTD, as are provided to other employees of AppNeta Canada. AppNeta Canada reserves the right to modify, amend or terminate any employee benefits at any time for any reason.

Vacation

All AppNeta employees are entitled to vacation. Vacation is accrued at 1.25 days per month (15 days per calendar year). Vacation entitlement is not cumulative from year to year, and vacation pay is not provided in lieu of vacation not taken. Upon termination of employment, voluntary or otherwise, any unused accumulated vacation will be paid to you.

Expenses

Reimbursement of all reasonable expenses incurred in connection with the performance of your duties and functions will be made in accordance with AppNeta Canada policies, in effect from time to time.

Service to the Company

Unless otherwise authorized in writing by AppNeta Canada, during the term of your employment you shall well and faithfully serve AppNeta Canada, use your best efforts to promote its interests and devote the whole of your working time, attention and energy to the business and affairs of AppNeta Canada. During the term of your employment with AppNeta Canada, you shall not carry on or engage in any other business or occupation or become a director, officer, employee, agent, or hold any position or office with any other corporation, firm or person, such that would conflict with your duties at AppNeta Canada.

Place of Work

This position is based in Vancouver, BC. Your employment with AppNeta will start on or about October 15, 2012. For the first 90 days of employment, AppNeta will facilitate a remote working arrangement where you may work from your home office based in Torrance, CA while preparing for your relocation to Vancouver, BC. It is expected that during this period, you will travel to AppNeta's office in Vancouver, BC on an as needed basis. Your relocation to Vancouver, BC is expected to be completed on or before January 14, 2013, at which time you will then be expected to be present in AppNeta's office on a daily basis.

Termination

AppNeta Canada reserves the right to terminate your employment at any time for any reason. You will not be entitled to any advance notice of termination or severance pay in lieu thereof, should you be terminated for cause. Should you be terminated for reasons other than cause, you will be entitled to advance notice of your termination or severance pay in lieu thereof, or any combination of advance notice of termination and severance pay,



in accordance with the BC Employment Standards Act. AppNeta Canada reserves the right to withdraw this offer of employment or terminate you from ongoing employment without paying you any damages or compensation if the references you have provided are not satisfactory or if you have misrepresented in any way your qualifications or previous employment history.

Proprietary Information, Non-compete and Inventions Agreement

As a condition of employment, you are required to execute a proprietary information, non-compete and inventions agreement, in the form attached to this Agreement.

Representation

By signing this offer of employment, you represent that you are able to accept employment with AppNeta Canada and are not prohibited or restricted in doing so by any other agreement or commitment including, without limitation, any restrictive covenant or non-compete provided to you by a former employer or other party.

Kindly confirm your acceptance and agreement of this offer of employment by signing the enclosed duplicate copy of this letter and the attached proprietary information, non-compete and inventions agreement and returning the executed copies to AppNeta Canada. If not accepted, this offer will expire on October 9, 2012. This offer is subject to the completion of reference checks and a final in-person interview, (at AppNeta Canada's Vancouver office on or prior to Oct 12, 2012), which AppNeta deems to be successful.

If you have any questions, please call me at (604) 433-2333.

Sincerely,

AppNeta (Canada), Inc.

Michael Alexander
Development Manager

Accepted and agreed to this _____ day of _____, 2012.

Richard Riess

Encl.