

**Mace Security International, Inc.**

**Exhibits to**

**Supplemental Posting of Chairman's Compensation  
and Employment Agreement Information**

**February 19, 2024**

## List of Exhibits

1. Employment Agreement – April 2, 2020
2. First Amendment to Employment Agreement – July 30, 2020
3. Second Amendment to Employment Agreement – February 10, 2022

## EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made as of April 2<sup>nd</sup>, 2020 (the "Effective Date") and sets forth the terms and conditions under which Mace Security International, Inc. ("MSI" or the "Company") agrees to employ Sanjay Singh ("Employee") and Employee agrees to be employed by the Company.

### **1. Position and Duties.**

(a) Employee will commence employment as of April 6th, 2020 (the "Start Date") on a full-time basis, as Executive Chairman.

(b) Employee agrees to perform the duties of his position and such other duties as may reasonably be assigned to Employee by the Board of Directors ("Board") from time to time. The duties of Employee's position will include executive services to the Company as are the normal duties, responsibilities and authority implied by such position and as are from time to time necessary in connection with management and affairs of the Company. As Executive Chairman, Employee will supervise the Chief Executive Officer and report directly to the Board. Employee also agrees that, while employed by the Company, he will devote substantial business time and best efforts, business judgment, skill and knowledge exclusively to the advancement of the business interests of the Company and its subsidiaries and to the discharge of Employee's duties and responsibilities for them. Employee is permitted, however, to hold membership and participate in boards of directors and committees of other businesses and organizations, both profit and non-profit. Employee's office will be at 4400 Carnegie Avenue, Cleveland, Ohio 44103, although MSI may require Employee to work at a different location and locations.

(c) Employee agrees that, while employed by the company, he will comply with all Company policies, practices and procedures and all codes of ethics or business conduct applicable to his position, as in effect from time to time. A copy of the Employee Handbook is attached as Exhibit A.

### **2. Compensation and Benefits.**

(a) Base Salary. Starting April 6, 2020 thru December 31, 2020, the Company will grant Employee 25,000 shares per month. Starting January 1, 2021, the Company will pay Employee a base salary at the rate of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) per year, payable in accordance with the regular payroll practices of the Company (as may be adjusted, from time to time, the "Base Salary").

(b) Bonus Compensation. The Company acknowledges the continuation of the existing term of the Bonus Agreement already in effect for Employee, which is attached as Exhibit B. Upon the end of such term, the Company agrees that Employee will become eligible for a bonus payment during the remaining term hereof on the same terms and conditions applicable to his receipt of a bonus set forth in the Bonus Agreement. (This is the sole Bonus Agreement for the Employee.)

(c) Participation in Employees Benefits Plan. Starting January 1, 2021, Employee will be entitled to participate in all employee benefit plans from time to time in effect for employees of the Company generally, except to the extent such plans are duplicative of benefits otherwise provided Employee under this Agreement (e.g., a severance pay plan). Employee's participation will be subject to the terms of the applicable plan documents and generally applicable Company policies, as the same may be in effect from time to time, and any other restrictions or limitations imposed by law.

(d) Stock Options. Employee will be granted incentive stock options (the "Stock Options") for One Million (1,000,000) shares of common stock in the Company at \$0.20/per share. Stock Options shall vest at a rate of Twenty-five Percent (25%) per year as of December 31 of every calendar year commencing in 2021. Any non-vested options shall automatically be forfeited upon termination of Employee's employment with the Company for any reason. The Stock Options are issued in accordance with the Mace Security International 2012 Stock Incentive Plan, as the same may be amended or modified by the Board from time to time (the "Plan"). Employee acknowledges that he has been given a copy of the Plan. Options will be One Hundred Percent (100%) vested in case of a Change of Control, as defined in the Plan. To the extent necessary for SEC reporting purposes or otherwise, the Company and Employee will enter into a separate Stock Option Agreement setting forth the Stock Options in form and detail necessary for such reporting purposes. Employee's existing eligibility for stock options shall not be negatively impacted by this Agreement.

(e) Vacations. Employee is entitled to four (4) weeks of vacation, in addition to holidays observed by the Company. Vacation may be taken at such times and intervals as Employee shall determine, subject to the business needs of the Company. Vacation shall otherwise be subject to the policies of the Company, as in effect from time to time.

(f) Business Expenses. The Company will pay or reimburse Employee for all reasonable business expenses incurred or paid by Employee in the performance of his duties and responsibilities for the Company, subject to any maximum annual limit and other restrictions on such expenses set by the Company and to such reasonable substantiation and documentation as may be specified from time to time. The payment and reimbursement of expenses specifically includes membership dues to Vistage.

**3. Term of the Agreement and Termination of Employment.** The term of this agreement shall commence on the Start Date and unless terminated earlier will terminate on December 31st, 2024 (the "Term"). If Employee continues to remain employed after the Term, unless Employee and the Company agree upon a new term, Employee's employment will be at-will, which means either the Company or Employee may terminate the employment relationship at any time, with or without notice, and with or without cause.

Employee's employment may be terminated prior to expiration of the Term as set forth immediately below.

(a) By the Company for Cause. The Company may terminate this Agreement and Employee's employment for Cause. The following, as determined by the Board, shall constitute "Cause" for termination: (i) willful misconduct or gross negligence in the performance of Employee's duties and responsibilities to the Company or any of its subsidiaries; (ii) failure (except where due to disability or where performance of Employee's duties is prohibited by law) or neglect to perform his duties hereunder, which such failure or neglect has not been cured within sixty (60) days after the Company gives written notice thereof to Employee, and which has had or is reasonably expected to have a material adverse effect on the Company; (iii) Employee's material breach of this Agreement or any other agreement between Employee and the Company or any of its subsidiaries, where such breach has not been cured within sixty (60) days after the Company gives written notice thereof to Employee; (iv) Employee's commission of, conviction of, or plea of nolo contendere to, a felony or other crime involving moral turpitude; (v) Employee's commission of fraudulent or illegal act in commission of his duties or otherwise with respect to the Company; and (vi) Employee's failure to adhere to moral and ethical business principles consistent with the Company's code of business conduct and/or policies in effect from time to time.

(b) By Employee. Employee may terminate this Agreement and Employee's employment at any time upon sixty (60) days' notice to the Company. The Board may elect to waive such notice period or any portion thereof, but in that event, the Company shall pay Employee the Base Salary for that portion of the notice period so waived.

(c) Death and Disability. Employee's employment hereunder and this Agreement shall automatically terminate in the event of Employee's death during employment. In the event Employee becomes disabled during employment and, as a result, is unable to continue to perform substantially all of his duties and responsibilities under this Agreement, either with or without reasonable accommodation, the Company will continue to pay Employee the Base Salary and to provide benefits in accordance with Section 2(c) above, to the extent required by law and permitted by plan terms, for up to twelve (12) weeks of disability during any period of three hundred sixty-five (365) consecutive calendar days. In addition, Employee agrees to pursue, with reasonable diligence, an application for all available short-term or long-term disability benefits under the Company's then-existing disability insurance policies, which the Company agrees to maintain at all times. The Company shall be relieved of its obligations under Sections 2(a) and (c) for such period as Employee is receiving long-term disability benefits.

(d) Without Cause. The Company may terminate this Agreement at any time during the term without Cause, but subject to the Severance Payments set forth in Sections 4(b) and (c) below.

#### **4. Other Matters Related to Termination.**

(a) Final Compensation. In the event of termination of Employee's employment with the Company, howsoever occurring, the Company shall pay Employee (i) the Base Salary for the final payroll period of Employee's employment, pro-rated through the date that his employment terminates; (ii) compensation at the rate of the Base Salary for any accrued, unused vacation

time; and (iii) reimbursement, in accordance with Section 2(f) hereof, for business expenses incurred by Employee but not yet paid to Employee as of the date Employee's employment terminates; provided Employee submits expenses and supporting documentation required within 14 days of the date his employment terminates, and provided further that such expenses are reimbursable under Company policies as then in effect (all of the foregoing, "Final Compensation").

(b) **Severance Payments.** In the event of any termination of Employee's employment by the Company prior to expiration of the Term without Cause, the Company will pay to Employee, in addition to Final Compensation, the Base Salary for twelve (12) months from the date of termination. The severance payments will be payable in accordance with the Company's normal pay practices over the course of twelve (12) months.

(c) **Benefits Termination/Continuation Coverage.** Except as provided under COBRA, Employee's participation in all employee benefit plans shall terminate in accordance with the terms of the applicable benefit plans based on the date of termination of Employee's employment, without regard to any continuation of the Base Salary or other payment to Employee following termination and Employee shall not be eligible to earn vacation or other paid time off following the termination of Employee's employment. If, however, Employee timely elects to continue his group health coverage under COBRA, such coverage will be provided to Employee at the Company's expense for 12 months, until such time as Employee becomes eligible for coverage through his new employer, or as otherwise provided by applicable law, whichever is sooner. The expense of any group health coverage under COBRA that exceeds 12 months shall be the responsibility of the Employee.

**5. Conflicting Agreements.** Employee hereby represents and warrants that signing of this Agreement and the performance of Employee's obligations under it will not breach or be in conflict with any other agreement to which Employee is a party or is bound, and that Employee is not now subject to any covenants against competition or similar covenants or any court order that could prevent the performance of Employee's obligations under this Agreement. Employee agrees that he will not disclose to or use on behalf of the Company any confidential or proprietary information of a third party without that party's consent.

**6. Non-Disparagement.** During the Term and after termination of this Agreement for any reason, neither party will, directly or indirectly, as an individual or on behalf of a firm, corporation, partnership or other legal entity, make any disparaging or negative comment to any other person or entity regarding the other party or any of its affiliates, agents, attorneys, employees, officers and directors, Employee's work conditions or circumstances surrounding Employee's separation from the Company or otherwise impugn or criticize the name or reputation of the other party, its affiliates, agents, attorneys, employees, officers or director, orally or in writing.

**7. Confidentiality, Ownership of Property and Noncompetition.**

(a) **Obligation to Maintain Confidentiality.** Employee shall not, after the time he is employed by the Company, without the prior express written consent of the Company, directly or indirectly use or divulge, disclose or make available or accessible any Confidential Information (as defined below) to any person or entity (other than when required to do so in good faith to perform his duties and responsibilities under this Agreement or when required to do so by a lawful order of a court of competent jurisdiction, any governmental authority or agency, or any recognized subpoena power). In the event that Employee becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, criminal or civil investigative demand or similar process) to disclose any of the Confidential Information, then prior to such disclosure, Employee will provide the company with prompt written notice so that the Company may seek (with Employee's cooperation) a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, then Employee will furnish only that portion of the Confidential Information which he is advised by counsel is legally required, and will cooperate with the Company in the Company's efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information. Notwithstanding any provisions in this Agreement or Company policy applicable to the unauthorized use or disclosure of trade secrets, Employee cannot be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law. Employee also may not be held so liable for such disclosures made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Employee were to file a lawsuit for retaliation by Company for reporting a suspected violation of law, Employee may disclose the trade secret to his attorney and use the trade secret information in the court proceeding, if Employee files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Employee shall also return to the Company, no later than the effective date of any termination of Employee's employment with the Company for any reason (or upon earlier request by the Company), and without retaining any copies, notes or excerpts thereof; all memoranda, computer disks or other media, computer programs, diaries, notes, records, data, customer or client lists, marketing plans and strategies, and any other documents consisting of or containing Confidential information that are in Employee's actual or constructive possession or which are subject to Employee's control at such time. For purposes of this Agreement, "Confidential Information" shall mean all information respecting the business and activities of the Company or any affiliate of the Company, including without limitation, the clients, customers, suppliers, employees, consultants, computer or other files, projects, products, computer disks or other media, computer hardware or computer software programs, marketing plans, financial information, methodologies, know-how, processes, practices, approaches, projections, forecasts, formats, systems, trade secrets, data gathering methods and/or strategies of the Company or any affiliate of the Company. Notwithstanding the immediately preceding sentence, Confidential Information shall not include (i) any information that is, or becomes, generally available to the public (unless such availability occurs as a result of Employee's breach of any portion of this Agreement), (ii) information which was rightfully received by Employee from a source not under obligation of confidentiality to the Company, (iii) information in the possession

of Employee, in written or other recorded form, prior to disclosure by the Company, (iv) information which is developed by Employee independent of any Confidential Information and (v) information which the Company has approved in writing for release by Employee without restriction.

(b) Ownership of Property. Employee acknowledges that all discoveries, concepts, ideas, inventions, innovations, improvement, developments, methods, processes, programs, designs, analyses, drawings, reports, patent applications, copyrightable work and mask work (whether or not including any Confidential Information) and all registrations or applications related thereto, all other proprietary information and all similar or related information (whether or not patentable) that relate to the Company's or any affiliate of the Company's actual or anticipated business, research and development, or existing or future products or services and that are conceived, developed, contributed to, made, or reduced to practice by Employee (either solely or jointly with others) while employed by the Company (including any of the foregoing that constitutes any proprietary information or records) ("Work Product") belong to the Company, and Employee hereby assigns, and agrees to assign, all of the above Work Product to the Company. Any copyrightable work prepared in whole or in part by Employee in the course of Employee's work for any of the foregoing entities shall be deemed a "work made for hire" under the copyright laws, and the Company shall own all rights therein. To the extent that any such copyrightable work is not a "work made for hire" Employee hereby assigns and agrees to assign to the Company all right, title, and interest, including without limitation, copyright in and to such copyrightable work. Employee shall promptly disclose such Work Product and copyrightable work to the Board and perform all actions reasonably requested by the Board (whether during or after the period of employment) to establish and confirm the ownership of the Company (including, without limitation, assignments, consents, powers of attorney and other instruments).

(c) Noncompetition. During the period of time that Employee is employed by the Company (the "Employment Period") and for a period of two (2) years thereafter, Employee will not, directly or indirectly, whether on behalf of Employee or any other person or entity, do or suffer any of the following:

i. Own, manage, control or participate in the ownership, management or control of or be employed or engaged by or otherwise affiliated or associated as a consultant, independent contractor or otherwise with, any other corporation, limited liability company, partnership, proprietorship, firm association or other business entity, or otherwise engage in any business that is engaged in any manner in or otherwise competes with, the business of the Company or any of its affiliates (A) as conducted during the Employment period, or (B) as planned to be conducted during the Employment Period; in each instance in any geographic area where the Company or any of the Company's affiliates conducted or planned to conduct business (such geographic area shall referred to as the "Territory"). Notwithstanding the foregoing, the ownership of the stock of any publicly traded corporation will not be deemed a violation of this covenant.



ii. Without the prior written approval of the Board, solicit, hire or otherwise engage the services of any person who then currently is, or who at any time during the Employment Period was, an employee, officer, supplier or agent of the Company or any of the Company's affiliates.

iii. Solicit for the purpose of selling, sell to or otherwise provide any products or services in the Territory competitive with the products and services of the Company or any of its affiliates to any person, firm or entity which was a customer or Prospective Customer of the Company or any of its affiliates during the Period of employment, or advise or assist in any way any person or entity in such activity. As used in this Agreement, "Prospective Customer" means any potential customer of the Company or any of the Company's affiliates which Employee knew or reasonable should have known that the Company or any of its affiliates solicited, actively considered soliciting or discussed doing business with within one (1) year prior to the termination of the Employment Period.

**8. Injunctive Relief.** The provisions of Sections 6 and 7 are material inducements to the Company entering into and performing this Agreement. Employee acknowledges and agrees the the Company will have no adequate remedy at law, and would be irreparably harmed, if Employee breaches or threatens to breach any of the provisions of Sections 6 and 7 of this Agreement. Employee agrees that the Company shall be entitled to equitable and/or injunctive relief to prevent any breach or threatened breach of Sections 6 and 7 of this agreement, and to specific performance of each of the terms of such Section in addition to any other legal or equitable remedies that the Company may have. Employee further agrees that he shall not, in any equity proceeding relating to the enforcement of the terms of Sections 6 and 7 of this Agreement, raise the defense that the Company has an adequate remedy at law. Employee further acknowledges and agrees that (i) any breach or claimed breach of the provisions set forth in this Agreement, or any other claims Employee may have against the Company, will not be a defense to enforcement of the restrictions set forth in Sections 6 and 7 and (ii) the circumstances of Employee's termination of employment with the Company will have no impact on the Employee's obligations under Sections 6 and 7.

**9. Withholding.** All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company under applicable law.

**10. Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY TO THIS AGREEMENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

**11. Assignment.** Neither Employee nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, the Company may assign its rights and obligations under this Agreement without Employee's consent to one of its subsidiaries or to any person or entity with whom the Company shall hereafter affect a reorganization, consolidate or merge, or to whom the Company shall hereafter transfer all or substantially all of its properties or assets. This Agreement shall inure to the benefit of and be binding upon Employee and the Company, and each of their respective successors, executors, administrators, heirs and permitted assigns.

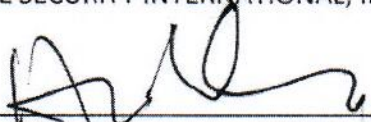
**12. Severability.** If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**13. Choice of Law.** This Agreement will be interpreted under Ohio law.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the date first written above.

COMPANY:

MACE SECURITY INTERNATIONAL, INC.

  
By: HUSSEIN Y. SHOUSHAN, DIRECTOR

EMPLOYEE

  
\_\_\_\_\_  
Sanjay Singh

**AMENDMENT  
TO  
EMPLOYMENT AGREEMENT**

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment") is made as of July 30, 2020, by and between MACE SECURITY INTERNATIONAL, INC., a Delaware corporation (the "Company"), and SANJAY SINGH (the "Employee").

A. The Company and Employee are parties to that certain Employment Agreement dated as of April 2, 2020 (the "Agreement"). Capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.

B. The Company and Employee desire to amend the Agreement as described in this Amendment regarding Employee's Base Salary in consideration of Employee's accelerated assumption of certain duties formerly performed by the Company's Chief Financial Officer as set forth on Exhibit A, attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree to incorporate the foregoing recitals as if fully set forth herein and further agree as follows:

1. Amendment to Agreement. Section 2(a) of the Agreement is hereby amended and restated in its entirety as follows:

“(a) Base Salary. Base Salary. Starting April 6, 2020 thru December 31, 2020, the Company will grant Employee 25,000 shares per month. Starting August 1, 2020, the Company will pay Employee a base salary at the rate of One Hundred Fifty Thousand Dollars (\$150,000.00) per year, payable in accordance with the regular payroll practices of the Company (as may be adjusted, from time to time, the “Base Salary”). Starting on January 1, 2021, the Company will pay Employee a Base Salary of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) per year, payable in accordance with the regular payroll practices of the Company.

2. Effectiveness. This Amendment embodies the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous communications, representations or understandings, and agreements, whether oral or written, between the parties relating to the subject matter hereof; provided, that the parties hereby expressly agree that this Amendment is incorporated into and made part of the Agreement. Except as set forth herein, the Agreement shall continue in full force and effect in accordance with its terms.

3. Conflict. In the event of a conflict between the Agreement and this Amendment, the provisions of this Amendment shall prevail.

4. Governing Law. This Amendment shall be governed by, construed, interpreted, and enforced in accordance with the applicable laws of the State of Ohio, notwithstanding the choice of law or conflicts of law provisions of the State of Ohio or any other jurisdiction.

5. Miscellaneous. This Amendment may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

IN WITNESS WHEREOF, the parties have executed this Amendment to Employment Agreement effective as of the date first above written.

**COMPANY:**


MACE SECURITY INTERNATIONAL, INC.

By: 

Name: HUSSIEN Y. SHOUSER

Title: DIRECTOR

**DIRECTOR:**

  
HUSSIEN Y. SHOUSER

## SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (this "Amendment") by and between Mace Security International, Inc. ("Company") and Sanjay Singh ("Employee") is entered into as of February 10<sup>th</sup>, 2022 (the "Effective Date").

WHEREAS, Company and Employee previously entered into the Employment Agreement dated as of April 2, 2020 and the Amendment to Employment Agreement dated as of July 30, 2020 (together, the "Employment Agreement"); and

WHEREAS, Company and Employee desire to amend the Employment Agreement's terms to reflect changes to Employee's title and bonus compensation;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Employment Agreement is hereby amended as follows:

(a) Effective as of February 10, 2022, Employee shall serve on a full time basis as Chairman and Chief Executive Officer of Company, performing the duties and responsibilities customarily associated with the role of chief executive officer and such other duties and responsibilities as may reasonably be assigned to Employee by the Board of Directors of Company (the "Board") from time to time, with Employee's prior role of Executive Chairman being subsumed into his current roles of Chairman and Chief Executive Officer.

(b) Notwithstanding anything to the contrary in Section 2(b) of the Employment Agreement, instead of any bonus based on the Bonus Agreement referenced in the Employment Agreement: (i) Employee's bonus for calendar year 2022 shall be determined based upon the Company's 2022 executive incentive plan and the additional bonus compensation structure and terms outlined on Exhibit A to this Amendment; and (ii) for future calendar years during which Employee is employed by Company, the terms of Employee's bonus eligibility and compensation shall be as determined by the Board.

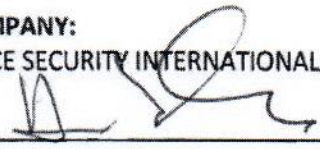
2. The term "Agreement" as used in the Employment Agreement, shall, unless otherwise specified or unless the context otherwise requires, mean and include the Employment Agreement and this Amendment, together, it being the intent of the parties that each of the foregoing be applied and construed as a single instrument.

3. Employee and Company do hereby ratify and reaffirm all of the terms and provisions of the Employment Agreement, which, as amended and supplemented by this Amendment, shall remain in full force and effect and binding on all parties to the Employment Agreement.

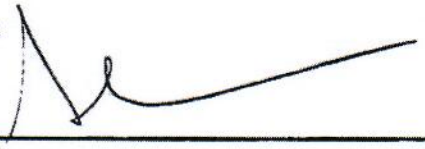
4. This Amendment may be signed by Employee and Company in multiple counterparts, and provided that counterparts have been signed by each of Employee and Company, then all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

**COMPANY:**  
MACE SECURITY INTERNATIONAL, INC.

By:   
Name: Hussien Shousher  
Title: Director

**EMPLOYEE:**

  
Sanjay Singh

**EXHIBIT A**

**2022 - Sanjay Singh Transformational Goals**

**Total Bonus Potential**

*(If all 3 are achieved)*

**\$ 75,000**

**Goal 1 Retain Talent in 2022**

**\$ 25,000**

*Must retain (10 of 13) Current Key sales/marketing staff on the 2022 org chart*

**Goal 2 Day-To-Day Involvement**

**\$ 25,000**

*More direct involvement in the day-to-day operations, especially as it relates to customers*

**Goal 3 Hiring VP Sales and Marketing**

**\$ 25,000**