

## EXHIBIT B

### CONFIDENTIAL INFORMATION, ASSIGNMENT OF RIGHTS, NON-SOLICITATION AND NON-COMPETITION AGREEMENT

In consideration of my continued employment with Amber Road, Inc., or any of its subsidiaries, in connection with the performance of my duties as an employee of the Amber Road, Inc. or any of its subsidiaries ("Company") (hereinafter, my "Employment"), I hereby agree and acknowledge effective as of May \_\_, 2016 that:

#### Confidential Information

1. As a result of my Employment, I may come to possess Confidential Information, and the Company has informed me that it will not retain me unless I agree to the terms of this Agreement and abide by them. As used in this Agreement, "Confidential Information" includes, without limitation, information, whether or not in tangible form, which has not been publicly disclosed regarding Company, any of Company's customers, remarketing and/or support agreements made between Company and its business partners which disclose product data, commission rates, territories, quotas, and terms of licenses; the identities and locations of vendors and consultants furnishing materials and services to Company and the terms of such arrangements (including prices) negotiated by Company with such vendors and consultants; data relating to sales and license volumes, by customer, by location or by product; data relating to consulting agreements between Company and its customers which disclose billing rates, budgets, deliverables, time schedules and staff assignments; customer and product licensee and prospective product licensee lists; financial information that has not been released to the public by Company; employee lists of Company; future business plans, licensing strategies, advertising campaigns and the like; data provided to you which is marked as confidential or proprietary to Company, one of Company's customers or business partners; proposed or actual acquisitions of stock or assets by Company; and/or any other information concerning or used in Company's business, its manner of operations, its plan, processes or other data.

The definition of Confidential Information also shall include "Trade Secrets", which are defined as the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, data-processing technique, computer program, or improvement that is valuable and secret (in the sense that it is not generally known to competitors of Company or competitors of its business partners). To the extent consistent with the foregoing, Trade Secrets include, without limitation, the specialized information and technology embodied in computer program material, including source and object code, system and user documentation, and program and system designs that provide Company or its business partners with an advantage over their competitors in the development, sales, implementation and support of their application software and products.

I acknowledge that Company has developed its Confidential Information through its own efforts and at great expense. I further acknowledge that Company has a legitimate interest in protecting its Confidential Information.

2. I will not at any time, except as required by my duties at Company, duplicate, remove, transfer, use, disclose or communicate, or knowingly allow any other person to duplicate, remove, transfer, use, disclose or communicate, any Confidential Information. I will safeguard all Confidential Information at all times so that it is not exposed to, or taken by, unauthorized persons and will exercise my best efforts to assure its safekeeping. I understand that the maintenance of the confidentiality of Confidential Information is material and essential to Company and its disclosure would have a severe adverse effect on the conduct of Company's business, and Company's competitive position and goodwill.
3. Upon termination of my Employment, whether voluntary or involuntary, or upon Company's request at any time during the term of my Employment, I will deliver to Company all written and other materials which contain or relate to Confidential Information, whether formal or informal, whether prepared by me or by

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others and whether required by my employment or for my personal use, including, without limitation, all documents, notes, computer programs and data prepared for or stored in or obtained from any automated information system, all of which materials shall be and remain the property of Company. In addition, I shall also provide any information, such as passwords or codes, necessary to allow Company to fully utilize its property.

4. I will not make any unauthorized disclosure of trade secrets or confidential information to any third person, including any such information which is subject to a confidentiality agreement between Company and such third person, to which I gain access as a result of my Employment.
5. My obligations under this Agreement will remain in effect both during the term of my Employment and thereafter, whatever the reason for termination of my Employment, and shall survive any termination of this Agreement.

### **Assignment of Right**

6.
  - (a) All intellectual property in whatever form including, without limitation, inventions, discoveries, ideas, computer programs, programs based upon or developed from computer programs, improvements, codes, methods, algorithms, trade secrets, know-how, system documentation, technical data, drawings, flow charts, prototypes, design specifications, and any other documentation, notes and materials related to the foregoing (whether or not patentable or copyrightable) that are conceived or made by me, either alone or with others, during the course of or derived from my Employment by Company and in any way related to my Employment or to any business in which Company is engaged at any time during the term of my Employment or (if it should reasonably be known by me) is considering in engaging ("Discoveries"), shall be deemed to be "works made for hire" if permitted by applicable law and shall belong to Company.
  - (b) I will promptly disclose all Discoveries to Company.
  - (c) To the extent that any Discovery does not constitute a work made for hire pursuant to applicable law, I hereby transfer, grant, convey, assign and relinquish exclusively to Company all of my rights to, title to and interest in all Discoveries, in perpetuity (or for the longest period of time otherwise permitted by law), including:
    - (i) all of my rights, title, interest, and benefit (including the right to make, use, or sell under patent law; to copy, adapt, distribute, display, and perform under copyright law; and to use and disclose under trade secret law) in and to all United States and foreign patents and patent applications, patent license rights, patentable inventions, trade secrets, trademarks, service marks, trade names (including, in the case of trademarks, service marks and trade names, all goodwill pertaining thereto), copyrights, technology licenses, know-how, confidential information, shop rights, and all other intellectual property rights owned or claimed or acquired in the future by me as embodied in the Discoveries; and
    - (ii) all of my rights, title, interest, and benefit and all powers and privileges, in, to, and under all technical data, drawings, prototypes, engineering files, system documentation, flow charts, and design specifications developed by, owned, or acquired previously or in the future by me in connection with the development of the programming, inventions, processes, and apparatus entailed by the Discoveries.

- (d) I will execute and deliver, from time to time after the date hereof, upon Company's request, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of all the Discoveries to Company, or the original ownership of all the Discoveries on the part of Company, to the fullest extent possible. I therefore agree to:

- (i) execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Discoveries.
  - (ii) provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of Company in or to the Discoveries.
  - (iii) perform any other acts deemed necessary to carry out the intent of this Agreement including, without limitation, assisting in the application, perfection, maintenance and enforcement of the Discoveries and all rights relating thereto.
- (e) In furtherance of this Agreement, I hereby acknowledge that, from this date forward, or a previous date if rights were earlier transferred, Company has succeeded to all of my rights, title, and standing to:
- (i) receive all rights and benefits pertaining to the Discoveries.
  - (ii) institute and prosecute all suits and proceedings and take all actions that Company, in its sole discretion may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Discoveries.
  - (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Company, in its sole discretion, deems advisable.
- (f) Upon termination of my Employment, I will immediately surrender to Company all materials and work product in my possession or within my control (including all copies thereof) relating in any way to the Discoveries.
- (g) To effectuate the terms of this paragraph 6, I hereby name and irrevocably constitute and appoint Company, with the full power of substitution therein, as my true and lawful attorney-in-fact to exercise the rights assigned hereby.
- (h) I represent and warrant that no consents of any other parties are necessary or appropriate under any agreements concerning any of the Discoveries in order for the transfer and assignment of any of the Discoveries under this Agreement to be legally effective.
- (i) I represent and warrant that, to the best of my knowledge, upon consummation of this Agreement, Company will have good and marketable title to the Discoveries, free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, or charges of any nature whatsoever.

7. I have listed on the Schedule attached to this Agreement all inventions, if any, conceived or made by me prior to my Employment by Company and which are to be excluded from this Agreement, as well as any restrictions on any work for Company or any obligations under this Agreement arising from any prior employment or other agreement. I am not required to list on the Schedule any inventions conceived or made by me prior to my Employment by Company that (i) are unrelated to the business, operations, services or products of Company or (ii) are solely related to my personal hobbies and not to the business, operations, service or products of Company.

**Non-Solicitation**

8. I agree that all Company relationships, whether or not contractual, including but not limited to, relationships with employees, contractors, consultants, partners (collectively “Relationships”) are the sole property of Company. I agree that, during and after my Employment with Company, unless Company provides written consent, I will not directly or indirectly provide information, including but not limited to,

employee lists, resumes, independent contractor agreements, employment information and contact information, to other entities or individuals. I agree not to interfere with these Relationships by hiring or soliciting for hire individuals or entities, directly or indirectly, to work with or for any person or entity external to Company without the written consent of Company, during, and for a period of 24 months after the termination of, my Employment with Company.

9. I agree that all Company relationships with customers, partners, resellers, vendors and suppliers and all information, whether or not in writing, are and shall be the exclusive property of Company (collectively "Customer Information"). Customer Information shall not be used outside the duties of my Employment with Company without the written consent of Company, either during or after the termination of my Employment with Company.

### **Non-Competition**

10. (a) I further agree that, during the term of my Employment with Company, and for a period of twenty-four months following the termination (whether voluntary or involuntary) of such Employment, I will not engage in any capacity (including without limitation, as an employee, officer, director, consultant or shareholder (other than as an owner of 1% or less of the outstanding shares of any publicly-traded company), in any Competing Business in any geographical area in which Company (or any of Company's affiliates) transacts such business. For purposes of this Agreement a "Competing Business" means any business engaged in providing services similar to Company's or in the marketing, sale, development and distribution of products that are similar to Company's.
- (b) The covenants contained in this Section 10 shall be enforced to the fullest extent permissible under the laws of each jurisdiction in which enforcement is sought. Accordingly, I agree that if any of the provisions of this Section 10 shall be adjudicated to be invalid or unenforceable for any reason whatsoever, said provision shall be construed (only with respect to the operation thereof in the particular jurisdiction in which such adjudication is made) by limiting and reducing it so as to be enforceable to the fullest extent permissible, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of said provision in any other jurisdiction.
11. Breach by me of any provision of this Agreement will cause Company irreparable injury and damage for which money damages may not be adequate. In addition to all other remedies that are available to it, Company shall be entitled to preliminary and permanent injunctive and equitable relief to prevent or remedy a breach of this Agreement by me.
12. This Agreement:
- (a) shall bind my heirs, executors, administrators, legal representatives and assigns, and supersedes any prior agreements concerning Confidential Information executed by me with or in favor of Company, if any.
- (b) constitutes the entire understanding between Company and me concerning Confidential Information and no waiver or amendment of any provision of this Agreement shall be valid or effective unless in writing and signed by the party against whom enforcement thereof is sought.
- (c) shall be enforceable by Company or any of its successors or assigns.

- (d) shall be enforced and construed in accordance with the laws of the State of New Jersey, without giving effect to the choice of laws principles of New Jersey that would result in the application of the laws of any other jurisdiction.



13. Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, that decision shall not affect the validity of the remaining portion, which shall continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated, provided, however, that this Agreement shall be interpreted to carry out to the greatest extent possible the intent of the parties and to provide to Company substantially the same benefits as Company would have received under this Agreement if such invalid part of this Agreement had been enforceable.
14. I represent that I am not a party to, or bound by, any confidentiality agreements, non-compete agreements, restrictive covenants, non-solicitation agreements, invention and assignment agreements, or any other agreements or obligations to any former employer or other entity that will prevent me from performing, or impede me in performance of service for Company. I also represent that I have disclosed to Company all contracts or agreements that could prevent me from carrying out my responsibilities for Company. I further acknowledge that I have not and will not take or remove from my prior employment the originals or copies of any documents maintained as confidential or proprietary information by my prior employer, and that I have not and will not disclose any confidential or proprietary information of my prior employer. Therefore, I am “free and clear” to be employed by Company. I acknowledge that Company is relying on my representation in making its offer of employment, in employing me, or in continuing my employment with Company. I further agree not to enter into any agreement either written or oral in conflict with my Employment with Company.
15. I further agree that this Agreement does not constitute a contract of employment, and that I have the right to resign and Company has the right to terminate my employment at any time, for any reason, with or without cause, subject to the provisions of any written employment agreement between Company and me. I hereby acknowledge that I have read this Agreement, understand it and agree to be bound by its restrictions.

PREUNINGER

JAMES W.

May \_\_, 2016

(Date

Signed)

ACCEPTED AND DATED AS OF MAY \_\_, 2016

**AMBER ROAD, INC.**

By: \_\_\_\_\_

Name:

Title:

