

SPINNR

CONFIDENTIALITY AND ASSIGNMENT OF INVENTIONS, AND INDEPENDENT CONTRACTOR AGREEMENT

In consideration of my retention as a contractor of Spinnr Inc., a Pennsylvania company, (the “**Company**”) and the compensation now and hereafter paid to me (the “**Contractor**”), I _____, intending to be legally bound hereby, agree as follows:

1. **AT-WILL EMPLOYMENT.**

I UNDERSTAND AND ACKNOWLEDGE THAT MY contractor SERVICES WITH THE COMPANY ARE FOR NO SPECIFIED TERM AND CONSTITUTE AN “AT-WILL” ENGAGEMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS IN WRITING AND SIGNED BY THE CEO OF Spinnr ACCORDINGLY, I ACKNOWLEDGE THAT MY contractor RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT MY OPTION OR AT THE OPTION OF THE COMPANY, WITH OR WITHOUT NOTICE.

2. **SCOPE OF WORK PRODUCT AND COMPENSATION**

I agree to complete the Work Product as described in my onboarding session and the Company agrees to compensate the contractor with an agreed upon rate for the Work Product. The Company may modify this description at any time, for any reason. I understand that all Work Products that I create for The Company are owned by The Company. I assign all rights to the Work Products over to The Company.

3. **NONDISCLOSURE.**

3.1 **Recognition of Company’s Rights; Nondisclosure**

At all times during my retention by the Company, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company’s Confidential Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company. I will obtain Company’s written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Company and/or incorporates any Confidential Information. I hereby assign to the Company any rights I may have or acquire in such Confidential Information and recognize that all Confidential Information shall be the sole property of the Company and its assigns.

3.2 **Confidential Information**

The term “**Confidential Information**” shall mean any and all confidential and/or proprietary knowledge, data or information of the Company in any medium, whether disclosed orally, or in written, graphic or electronic form. By way of illustration but not limitation, the term “**Confidential Information**” includes (a) Inventions (as hereafter defined), (b) plans for research and development, and/or new products and services, scientific or technical information, business operations and systems, software, schematics, patent applications, trade secrets, proprietary ideas (whether or not patentable), copyrights, trademarks, service marks, manufacturing, marketing and selling information, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers, partners and customers, and (c) information regarding the skills and compensation of employees of the Company, the names, backgrounds and personal financial and professional information of key personnel, personnel training and techniques and materials, however documented, compensation data and other personnel/payroll information and conversations between persons associated with the Company, including but not limited to vendors and customers. Confidential Information shall not include knowledge, data or information which is generally known or in the public domain at the time of disclosure or, though originally Confidential

Information becomes generally available to the public through no fault of mine, as of the date of its becoming part of the public domain.

3.3 Third Party Information

I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information (“**Third Party Information**”) subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. At all times, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, any Third Party Information.

3.4 No Improper Use of Information of Prior Employers and Others

While providing services to the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

4. ASSIGNMENT OF INVENTIONS.

4.1 Proprietary Rights

The term “**Proprietary Rights**” shall mean all trade secrets, trademarks, service marks, patent, copyrights, mask works and other intellectual property rights throughout the world.

4.2 Inventions

The term “**Inventions**” shall mean any methods, processes, procedures, systems, inventions (whether patentable or not), devices, discoveries, concepts, know-how, data, databases, works of authorship, technology, products, software (in executable and source code formats), templates, documentation, specifications, compilations, designs, reports, trademarks, or other creations or developments and any enhancements, modifications, or additions to the foregoing or to any products owned, marketed or used by the Company which relate, directly or indirectly, to the Company’s present or reasonably foreseeable business or any of my activities and which have been or are developed, created, generated or reduced to practice by me, alone or jointly with others, during my tenure with the Company, whether during or after working hours and whether or not resulting from the use of the premises or property of the Company. I agree that Inventions shall also expressly include any such items that may have been made or conceived in the course of consultations or services prior to the date hereof, and prior to the Company’s incorporation, between me and any predecessors of the Company’s business.

4.3 Assignment of Inventions

Subject to Sections 4.4 and 4.6, I hereby assign and agree to assign in the future (when any such Inventions are first reduced to practice, first fixed in a tangible medium, or otherwise created, developed, or learned as applicable) to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under patent, copyright or similar statutes, made or conceived or reduced to practice, authored, created, developed or learned by me, either alone or jointly with others, while providing services to the Company. Inventions

assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as “**Company Inventions.**”

4.4 Obligation to Keep Company Informed

While I serve as a contractor of the Company and for six (6) months thereafter, I will promptly disclose to the Company fully and in writing all Inventions authored, conceived, reduced to practice, created or developed by me, either alone or jointly with others related to the Company. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within one (1) year after I cease to serve as a contractor of the Company. At the time of each such disclosure, I will confirm in writing that such patent applications do not relate to any Company Inventions, and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to patent applications that do not qualify as Company Inventions. I agree that it shall be conclusively presumed as against me that any Invention related to Confidential Information described by me in a patent, service mark, trademark, or copyright application, disclosed by me in any manner to a third person, or created by me or any person with whom I have any business, financial or confidential relationship, within one (1) year after I cease to serve as a contractor of the Company, was conceived or made by me during my tenure with the Company and that such Invention is the sole property of the Company.

4.5 Government or Third Party

I also agree to assign all my right, title and interest in and to any particular Company Invention to a third party, including without limitation the United States, as directed in writing by the Company.

4.6 Works for Hire

I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my providing services to the Company and which are protectable by copyright are “works made for hire,” pursuant to United States Copyright Act (17 U.S.C., Section 101).

4.7 Enforcement of Proprietary Rights

I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my providing services to the Company, but the Company shall compensate me at a reasonable rate for the time actually spent by me at the Company’s request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

5. RECORDS

I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Confidential Information developed by me and all Inventions made by me during the period of my tenure with the Company, which records shall be available to and remain the sole property of the Company at all times.

6. No CONFLICTING OBLIGATION

I represent that my performance of all the terms of this Agreement does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to the date hereof. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with the terms of this Agreement.

7. RETURN OF COMPANY DOCUMENTS

When I no longer provide services to the Company and at the Company's earlier requests, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, records and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Confidential Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including, without limitation, disks, computers, hard drives and other storage media, filing cabinets, lockers or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's exit interview documentation.

8. LEGAL AND EQUITABLE REMEDIES

Because my services are personal and unique and because I may have access to and become acquainted with the Confidential Information of the Company, as well as Third Party Information, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement. In the event the Company obtains any such injunction, order, decree or other relief, in law or in equity, I shall be responsible for reimbursing the Company for all costs associated with obtaining the relief, including reasonable attorneys' fees and expenses and costs of suit.

9. REASONABLE RESTRICTIVE COVENANTS

I agree that the restrictive covenants contained in this Agreement are necessary and reasonable in terms of time, geography and scope and are supported by sufficient consideration. If any of the restrictive covenants contained in this Agreement are subsequently determined to be too expansive in terms of time, geography or scope, or otherwise invalid or unenforceable, in whole or in part, such covenants shall not be void or voidable, but shall be deemed to be modified or restricted to the extent and in a manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law, if any, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be. I further acknowledge that I can obtain suitable employment otherwise than in violation of the restrictive covenants contained in this Agreement and that, accordingly, the enforcement of these restrictive covenants will not prevent me from earning a livelihood or otherwise cause me undue hardship.

10. NOTICES

Any notices required or permitted hereunder shall be given to me at the address specified below or at such other address as I shall specify in writing. Any notices to the Company shall be given to the Company at its corporate headquarters. Notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail three (3) days after the date of mailing. Any

party may from time to time change such party's address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents.

11. NOTIFICATION OF NEW EMPLOYER

In the event that I am no longer engaged by the Company, I hereby consent to the notification of any new employer or client of my rights and obligations under this Agreement.

12. GENERAL PROVISIONS.

12.1 Governing Law; Consent to Personal Jurisdiction

This Agreement will be governed by and construed according to the laws of the State of Pennsylvania, without reference to its conflict of laws principles.

12.2 Severability

If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted or as if such provision had not been originally incorporated herein, as the case may be.

12.3 Successors and Assigns

In no event may I assign or delegate to any other party my rights, duties or obligations under this Agreement. I hereby consent and agree that the Company may assign this Agreement and any of the rights or obligations hereunder to any third party in connection with the sale, merger, consolidation, reorganization, liquidation or transfer, in whole or in part, of the Company's control and/or ownership of its assets or business. In such event, I agree to continue to be bound by the terms of this Agreement. Any attempted assignment in violation of this Section 11.3 shall be null and void.

12.4 Survival

The provisions of this Agreement shall survive the termination of my providing services to the Company and the assignment of this Agreement by the Company to any successor in interest or other assignee.

12.5 Waiver

No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

12.6 Entire Agreement

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions or written or oral agreements, commitments or understandings between us. To the extent permitted by law, I release the Company of any liability resulting from a breach of contract from any prior agreements, written or oral, between the

parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

12.7 Counterparts; Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile or other electronic copies, such as .pdf files delivered by electronic mail, of signatures shall constitute original signatures for all purposes of this Agreement and any enforcement hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS.

DATED: _____

(SIGNATURE)

(PRINTED NAME)

(ADDRESS)

ACCEPTED AND AGREED TO:

SPINNR

BY: JASON SHERMAN

TITLE: COFOUNDER AND CEO OF SPINNR INC.

DATED: _____