

ATTACHMENT B: PROPRIETARY INFORMATION AND ADDITIONAL COVENANTS AGREEMENT

This Proprietary Information and Additional Covenants Agreement (this “**PICA**”) is a binding agreement, and an assignment, between Get Superstars, Inc., a Delaware corporation (“**Get Superstars**”) and Erdun E (“**you**”). You agree that you are entering into this PICA in consideration of: (i) your continued engagement (your “**Engagement**”) to provide services to Get Superstars (the “**Services**”), as described in a contemporaneously executed Engagement Agreement, and as further described in the contemporaneously executed “General Terms” attachment.

By executing this document, Get Superstars and you agree as follows, and make the assignments described below, effective upon mutual electronic execution of this PICA (the “**Effective Date**”).

Please note that for convenience Get Superstars uses this PICA template for both exempt and non-exempt employees, and also for independent contractors who are individuals or small organizations. Not all provisions will necessarily apply to you. Your status as a contractor, or alternately as an employee, is solely determined by your working relationship with Get Superstars, as set forth in your Agreement, and not by anything in this Attachment.

1. Property covered

This PICA covers the following types of property (the “Property”):

1.1. Inventions, including, innovations, improvements, ideas, and discoveries; and actual, in-progress, and planned research and development work, as well as know-how, techniques, methods, processes, and formulas.

1.2. Proprietary Information, including items marked as confidential, proprietary, or the like, or that are designated as such orally or in writing as of or reasonably soon after disclosure, as well as information that the recipient knows or that a reasonable person would know under the circumstances to be confidential. Proprietary Information further includes information designated as confidential under any agreement or understanding in place between the parties, and information designated by law as private, proprietary, or trade secret. A non-exhaustive list of examples of Proprietary Information includes information about facilities, equipment, products and services, setup, budgets, policies, marketing and sales efforts, finances, budgets, agendas, plans, strategic goals, actual and prospective business opportunities, business relationships, prices, costs, contracts, agreements, agreement terms, vendors, suppliers, investors, customers, business partners, strategic alliances, and personal or otherwise private information concerning any individual such as people’s identity, medical, employment or financial information, whether personally identifiable, anonymous, or aggregated.

1.3. Creative Works, including publications, website and application content, reports, contracts, research, notes, marketing and training documents, pitches and presentations, written material of any sort, images, photographs, sketches, animations, audiovisual works, video or audio recordings, graphics, logos, charts, diagrams, story ideas, artwork, creative concepts and treatment, computer code, configurations, setup parameters and environments, code libraries, databases, data objects, and other written parts of any computer system or application, as well as all other copyrighted or copyrightable works, including fixations, arrangements, and derivative works.

1.4. Accounts, including online computer accounts, vendor accounts, deposit and escrow accounts, ledgers, balances, tickets, coupons, rebates and refunds, receipts, memberships, data storage services, voice mail and electronic mail, domain registrations, code repositories, hosting accounts, virtual server content, offline accounts, account content, usage information, account names and handles, email and other private message addresses, account profiles, passwords, usage results, and other account data.

1.5. Registrations, including any and all applications, whether filed, issued, or prepared, renewals, and the entitlement to file and enforce such applications, in the United States or any other jurisdictions, for: copyrights, patents (including utility and design patents), trademarks and service marks, certification marks, trade dress and other industrial design rights, as well as registrations of any personal property or other property right.

1.6. Personal property, including any artwork, media, models and prototypes, assemblies, products, computers and other devices, mobile devices, office equipment, furniture, fixtures, reports, books, manuals, resources, materials, or supplies, as well as fixations that embody any Get Superstars Creative Works.

2. Get Superstars Property

Property belonging to Get Superstars (“**Get Superstars Property**”) includes for purposes of this PICA:

2.1. All Inventions that relate at the time of conception or reduction to practice to Get Superstars’ business, or its actual or anticipated research or development efforts;

2.2. All Proprietary Information concerning or pertaining to Get Superstars;

2.3. Any items specifically designated as being assigned by you to Get Superstars as part of an agreement or understanding relating to the Services; and

2.4. All Property of any sort that was paid for by Get Superstars or commissioned by Get Superstars from you, delivered by you to Get Superstars as part of the Services, created by you in the course of providing the Services for Get Superstars, or created using any Get Superstars personnel, equipment, facilities, trade secrets, resources, or other Get Superstars property, or that is owned, created by, or procured (by purchase, lease, license, or otherwise) by Get Superstars from any third party independently of the Services.

For purposes of ascertaining Property ownership under this [Section 2](#), the term Get Superstars shall include any predecessor or pre-formation business, partnership, collaboration, and planning done by founders in advance of forming Get Superstars as a business entity.

3. Assignment

3.1. All Get Superstars Property is, to the extent permitted by law, deemed to be owned by Get Superstars as of the moment of conception or creation. Copyrightable works created by you are deemed specially commissioned “works made for hire” within the meaning of the U.S. Copyright Act of 1976. Such Property is not to be considered a work of joint authorship, joint invention, or any other designation implying that you are the author or retains ownership rights.

3.2. To the extent any Get Superstars Property or property rights vest initially with you, you hereby assign, transfer, and quitclaim to Get Superstars all right, title, and interest you hold in such property.

3.3. To the extent any Get Superstars Property may not be assigned by you to Get Superstars, you hereby grant Get Superstars a fully-paid, perpetual, irrevocable, worldwide, exclusive (and to the extent exclusivity is not possible, nonexclusive), assignable, unrestricted right to such property, including the right to create derivative works.

3.4. You retain no moral or similar rights to Get Superstars Property, including without limitation rights of integrity or attribution.

3.5. Proprietary Information described as being Get Superstars Property may actually belong to third parties, such as private information about Get Superstars customers. Nonetheless, all such property is treated under this PICA as belonging to PICA for purposes of determining the parties’ respective rights and obligations under this PICA.

4. Confidentiality

4.1. Protection. During and for 5 years after the latter of the signing of this PICA, or the end of the Engagement for any reason, you will keep all of Get Superstars' Proprietary Information confidential, and take all steps reasonably necessary to keep such information in confidence, exercising at least as great a degree of care as for your own most sensitive or important information.

4.2. Use. You will not use or disclose such information for its own purposes or for the benefit of third parties, except: (a) as Get Superstars may direct, (b) on a "need to know" basis to people designated by Get Superstars or who are under written confidentiality agreements with or under similar obligations to Get Superstars or you; or (c) subject to a legal demand for disclosure, provided that you must first notify Get Superstars so that it has an opportunity to challenge the demand, and that you may disclose it only upon a court order or other final legally binding order.

4.3. Public statements. Get Superstars may give you standing or specific authority to publicly or privately disclose or use certain of its Proprietary Information for purposes of lectures, presentations, press releases, product announcements, negotiations with third parties, or other purposes for the benefit of Get Superstars. Any authority of this nature is valid only granted explicitly and in writing. Get Superstars may adopt and update policies regarding making statements to researchers, investigators, or the press, or other public statements. If no policy is in place, or in case of any doubts or concerns regarding what you may say, you must first seek approval from Get Superstars.

5. Exceptions

5.1. Tools of the trade. To the extent you are a professional service provider in the business of providing services to other clients or customers, nothing herein will be interpreted to require you to assign or exclusively license to Get Superstars any methods, techniques, tools, opportunities, software, or other intellectual Get Superstars or assets that you developed prior to or outside of your Engagement. Further, during any period in which you are a contractor rather than an employee, any tools, processes, business methods, and opportunities, that you develop in order to complete the Services that do not incorporate any Get Superstars Property and are otherwise not unique to or specially commissioned by Get Superstars, and that are of general applicability to you or your other clients, are not assigned by you to Get Superstars under this PICA, and are licensed to Get Superstars only to the extent delivered to Get Superstars, or necessary or useful with respect to any deliverables.

5.2. Confidentiality exception. There is no special duty of confidentiality under this section with respect to any information that, through no breach of duty by you: (a) is readily available to the public; (b) you rightfully receive from a third party without a duty of confidentiality; or (c) you develop without benefit of Get Superstars' Proprietary Information or a duty of assignment to Get Superstars; provided that such exception only applies, respectively, as of the date of Get Superstars availability, receipt, or development. These exceptions are to be interpreted narrowly as applying only to confidentiality obligations, and do not lessen your duty to comply with Get Superstars directives and supervision as part of the Services, if applicable.

5.3. Defend Trade Secrets Act notice. This PICA is not intended to, nor shall it in any way prohibit, limit, or otherwise interfere with any protected rights you may have under federal, state, or local law, including without limiting the foregoing the Defend Trade Secrets Act, codified at 18 USC 1836 et seq. (the "DTSA"). Per the DTSA, you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret if you (a) make such disclosure in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and such disclosure is made solely for the purpose of reporting or investigating a suspected violation of law; or (b) such disclosure was made in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal.

5.4. California labor code notice. This is to inform you that the assignment provisions of this PICA do not apply to inventions that qualify fully under California Labor Code Section 2870. In circumstances where California law applies, and you are an individual contractor or employee of Get Superstars, you are not required to assign inventions you develop entirely on your own time without using Get Superstars' equipment, supplies, facilities, or trade secrets, except for inventions that either: (1) relate at the time of conception or reduction to practice of the invention to Get Superstars' business, or actual or demonstrably anticipated research or development of Get Superstars; or (2) result from any work performed by you for Get Superstars. In any lawsuit or action, the burden of proof will be on you to claim the benefits of this provision. There may be similar provisions in other states, such as Chapter 765, Section 1060/2 of the Illinois Compiled Statutes, Section 44-130 of the Kansas Labor and Industries Code, Section 181.78 Subdivision 3 of the Minnesota Labor, Industry Code, and Section 49.44.40 of the Washington Labor Regulations.

5.5. Special exceptions. One or more separate attachments, signed contemporaneously or separately from this PICA, may set out certain prior inventions or other Property that is to be deemed an exception to the assignment or other obligations of this PICA.

6. Other rights and obligations

6.1. Assistance. You will cooperate with Get Superstars' efforts to procure, maintain, and enforce all rights to Get Superstars Property, including executing any documents and performing further acts Get Superstars reasonably deems necessary to carry out the purposes of this PICA with respect to Get Superstars Property (including assisting and signing copyright and patent registrations, and appearing as a witness). Get Superstars will pay a reasonable fee and pay or reimburse any out-of-pocket expenses in cases where this duty of cooperation falls outside of the scope of your regular compensation and expenses arrangement.

6.2. Disclosure. You will disclose any patents you prepare or file, or for which you or any personnel acting as agents for you are inventors, if within Get Superstars' line of business, or related to work you perform or performed for Get Superstars. If an invention disclosure would violate a confidentiality requirement with a future client or employer, you will disclose at a minimum the existence and subject area of the patent.

6.3. Permitted use. You may use Get Superstars Property only as permitted by Get Superstars, and agree not to challenge its ownership, or the validity or enforceability of any of Get Superstars' Registrations.

6.4. Portfolio and résumé. With prior written consent (which Get Superstars may limit, condition, or withhold with or without reason at its discretion, and which may be limited by privacy or other laws, obligations to third parties, or other things) you may on your private or online portfolio or résumé faithfully describe your work for Get Superstars, and claim attribution credit for and link to or display those portions of any works you create, in whole or part, but only if doing so does not disclose any of Get Superstars' Proprietary Information to third parties. The foregoing will not be deemed to require Get Superstars' permission for you to describe Get Superstars, if true, as an employer, client, or the like, unless otherwise agreed. You will update any online resume, bio, social media site, or other online source promptly after the end of your Engagement to make clear that you are no longer associated with Get Superstars.

6.5. Third party rights. You will not to reveal to Get Superstars, incorporate into Get Superstars Property, use in connection with your Engagement, bring onto Get Superstars' facilities, or store on any of Get Superstars' information systems, files, or Accounts, any Proprietary Information that belongs to third parties, or any material if doing so infringes any intellectual property rights of third parties, except as may be authorized by Get Superstars. You represent and warrant that you have not done so to date.

6.6. Term. The "Term" of this PICA is coextensive with the period of your Engagement. Following expiration or termination of this PICA for any reason, the provisions of [Section 1](#), [Section 2](#), [Section 6.3](#), and [Section 6.4](#) shall survive indefinitely with respect to the matters they cover. [Section 3](#), [Section 4](#), [Section 5](#), the remaining portions of [Section 6](#), [Section 7](#), [Section 8](#), [Section 9](#), and [Section 10](#) shall survive termination for as long as is reasonably required to carry out the duties and obligations therein.

6.7. Non-retention; access to accounts. At any time during or after the Term you will as directed by Get Superstars either return to Get Superstars or destroy and certify the destruction of any or all of the Get Superstars Property in your possession or control. You shall not retain any hard copies or electronic copies of such Property. In addition, you understand and agree that any electronic accounts that you open, handle, or become involved with on the Company's behalf constitute Get Superstars Property. You agree to provide all access codes, passcodes and administrator rights to the Company at any time during or after your Engagement on demand.

7. Covenant against competition

7.1. Covenant. To protect the Get Superstars Property, including among other things its Proprietary Information, Accounts, Creative Works, Inventions, and Registrations, as well as its goodwill, you agree that during the Restricted Period and in the Restricted Area, you shall not, directly or indirectly, whether individually as a director, manager, member, stockholder, partner, owner, employee, consultant, or agent of any business, or in any other capacity, other than on behalf of Get Superstars, organize, establish, own, operate, manage, control, engage in, participate in, invest in, permit your name to be used by, act as an advisor or consultant to, render services for, alone or in association with any person, company, entity or firm, or any division, segment, or part thereof, or otherwise assist any person or entity that engages in or owns, invests in, operates, manages or controls any venture or enterprise, or any division, segment or part thereof, which engages or proposes to engage in a Competing Business.

7.2. Restricted Period, defined. The Restricted Period shall mean:

7.2.1. The entire term of your Engagement; and

7.2.2. For an additional twelve months after the term of your Engagement, provided that should you be deemed a California employee of Get Superstars, or should California law otherwise apply for purposes of the application of this [Section 7](#), the Restricted Period shall not include such additional 12-month period.

7.3. Restricted Area, defined. You acknowledge and agree that Get Superstars' business is national and international in scope and that the actual and prospective customers of Get Superstars are located throughout the United States and the world. Accordingly, the Restricted Area shall mean the entire fifty states of the United States and the District of Columbia, plus all other United States jurisdictions, all places outside of the United States where you have directly participated in Get Superstars business, and during the term of your Engagement, the entire world.

7.4. Competing Business, defined. Competing Business, used herein, shall mean any person, company, entity, or firm (a) that engages, or proposes to engage, in a continued or systematic way in services or product lines that are the same or similar to products or services that Get Superstars has begun sales efforts in or begun developing and/or has developed during the term of your Engagement; and (b) such other lines of business, or other products or services, that Get Superstars may engage in or develop during the term of your Engagement.

7.5. Ownership of public companies. Notwithstanding the foregoing, you may directly or indirectly own, solely as an investment, securities of any firm, partnership, joint venture, association, corporation or other business organization engaged in the Competing Business, which are publicly traded on a national or regional stock exchange or on the over-the-counter market, if you are not a controlling person of, or a member of a group which controls, such entity and does not directly or indirectly own 1% or more of any class of securities of such entity.

8. Covenant against solicitation

8.1. Covenant. To protect the Get Superstars Property, including among other things its Proprietary Information, Accounts, Creative Works, Inventions, and Registrations, as well as its goodwill, you agree that during the Restricted Period and in the Restricted Area, you shall not, directly or indirectly, whether individually as a director, manager, member, stockholder, partner, owner, employee, consultant, or agent of any business, or in any other capacity, other than on behalf of Get Superstars (a) solicit, attempt to solicit, contact, call upon, or assist any third party in soliciting, attempting to solicit, contacting, or calling upon any person, company, entity or firm who is a customer of Get Superstars or any of its subsidiaries, or who was a customer of Get Superstars during the twenty-four (24)-month period immediately prior to your last day of your Engagement, for the purposes of marketing, selling, or providing to any such party any services or products offered by or available from Get Superstars or any of its subsidiaries or interfering with Get Superstars' actual or prospective relationships with those customers or prospects; or (b) hire, solicit, engage, or attempt to hire, solicit, or engage any employee or independent contractor of Get Superstars or any one of its subsidiaries or affiliates during the 12-month period immediately prior to the last day of your Engagement, to terminate such person's employment or contractor relationship with Get Superstars, or to interfere in any other way with Get Superstars' relationships with its employees or independent contractors.

8.2. Business opportunities. During the Restricted Period and in the Restricted Area, you shall not, directly or indirectly, pursue any project or business opportunity on your own behalf that you learned of from Get Superstars, or from any of Get Superstars' employees, contractors, business or consumer customers, partner companies, investors, clients, members, or vendors, without first offering in writing the opportunity to Get Superstars.

9. Nondisparagement

During the Restricted Period (or until one year following the last day of your Engagement, whichever is later) you agree to refrain from publishing or otherwise making any disparaging, derogatory or defamatory statements to any third party concerning Get Superstars, including, among other things, its brand, products and services, or personnel.

10. Other provisions

10.1. Interpretation. Each provision of this PICA will be interpreted on its own. If any provision is held to be unenforceable by a court of competent jurisdiction as written, then such provision shall be deemed limited and restricted to the extent that the court shall deem the provision to be enforceable. The invalidity or unenforceability of any provision of this PICA shall not affect the validity or enforceability of any other provision hereof. Any provision of this PICA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. If it is ever held that any restriction hereunder is unenforceable or otherwise too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by applicable law.

10.2. Injunctive relief. You understand and agree that if you breach or threaten to breach any of the provisions of this PICA, Get Superstars would suffer irreparable harm for which damages alone would be an inadequate remedy. Accordingly, you acknowledge that, in the event of any breach or threatened breach by you of any of the provisions of this PICA, Get Superstars shall be entitled to temporary, preliminary and permanent injunctive or other equitable relief in any court of competent jurisdiction without being obligated to post a bond or other collateral and to an equitable accounting of all earnings, profits and other benefits arising, directly or indirectly, from such violation, which rights shall be cumulative and in addition to rather than instead of any other rights or remedies to which Get Superstars may be entitled at law or in equity.

10.3. Dispute resolution. All disputes among the parties with respect to or arising directly or indirectly from this PICA and the matters described herein shall be handled in the manner set forth in the “General Terms Attachment” executed contemporaneously with this PICA, including among other things choice of law, venue, jurisdiction, injunctive relief, pre-dispute negotiation, arbitration fees and compelling arbitration, recovery of costs by prevailing parties, and small claims court jurisdiction, except as modified by the provisions of [Section 10.1](#) and [Section 10.2](#).

10.4. Binding effect. This PICA shall be binding upon you and your executors, heirs and assigns and shall inure to the benefit of Get Superstars, including its affiliates, parent, subsidiaries, and each of their respective successors and assigns including, without limitation, a purchaser of all or substantially all of the assets of Get Superstars or any of its affiliates.

10.5. Acknowledgement. You acknowledge and agree that the restrictions that are set forth in this PICA and the location and period of time for which such restrictions apply are reasonable and necessary to protect Get Superstars’ legitimate business interests and shall survive the termination of your Engagement. You further acknowledge that the restrictions contained in this PICA will not prevent you from earning a livelihood during the applicable period of restriction.

10.6. Further definition of Engagement and Services. Although this PICA is entered in view of your current or prospective Engagement by Get Superstars, the definition of the term ‘Engagement’, and of the Services provided pursuant to your Engagement, shall apply for purposes of [Section 3](#), [Section 4](#), [Section 6](#), [Section 7](#), [Section 8](#), [Section 9](#), and [Section 10.7](#), to any additional or subsequent role you may have, personally or through a shell company, as an employee, contractor, officer, director, or advisor of Get Superstars, any successor entities, and any parents, subsidiaries, or other affiliates having 50% or more common beneficial ownership as Get Superstars, including any ongoing or renewed relationship following return from a temporary leave, or after a transition period between one location and another, or between one such Get Superstars -related company and another.

10.7. Terms of relationship. Nothing contained in this PICA shall give you any right to continued Engagement by Get Superstars. Get Superstars shall have the right to terminate your Engagement at any time, with or without cause or notice, and no one at Get Superstars has made any other representations to you with respect thereto. Likewise, you also have the right to resign at any time with or without cause or notice.

10.8. Notices and delivery. All notices may be made in person, by bonded local or nationally recognized courier service, or by electronic delivery if personal receipt is confirmed or acknowledged. Except as required by law, all signatures, documents, and communications may be made electronically.

10.9. Modification and waiver. Any modification of or waiver of any party’s rights under this PICA must be in writing, signed by the party against whom the modification or waiver is sought. A waiver of a breach or condition of this PICA does not constitute a waiver of any other breach or condition, or a subsequent breach or condition, of like or different nature, under this PICA or any other agreement between the parties.

10.10. Entire agreement. This is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof, and supersedes and merges all prior discussions between the parties, with respect to the subject matter hereof. However, all of your obligations to Get Superstars with respect to Get Superstars Property under this PICA are in addition to, and not in place of, any overlapping obligations and duties arising from: (i) any assignment, nondisclosure, proprietary information, or other agreements having to do with ownership, assignment, and confidentiality, and (ii) detailed mutually agreed to specifications, work orders, statements of work, and the like, that are not attached.

10.11. Knowing and voluntary agreement. Both parties have read and fully understood this PICA and have had the opportunity to consult with legal counsel prior to executing it. This PICA and any attachments are mutually negotiated and drafted, and both parties waive the benefit of any presumption in favor of non-drafters of agreements.