



EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

Employee Name (Please Print): _____

First Date of Employment: _____

Job Title: _____ **Location:** _____

In consideration of, and as a condition of my employment or if now employed, continued employment with House Of Shades Media, a House Of Shades corporation (the "Company"), I hereby represent to, and agree with the Company to the following:

1. **Purpose of Agreement.** I understand that by virtue of my employment with the Company, I may acquire or have access to proprietary business information that is not readily available in the public domain and that is critical for the Company to preserve and protect its "Proprietary Information" (as defined in Section 6 below), its rights in "Inventions" (as defined in Section 2 below) and all related intellectual propriety rights. Accordingly, I am entering into this Employee Invention Assignment and Confidentiality Agreement (this "**Agreement**") as a condition of my employment or continued employment with the Company, regardless of whether I am expected to create inventions of value for the Company.

2. **Disclosure of Inventions.** I will promptly disclose and submit in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask work and trade secrets (the "**Inventions**") that I make, conceive, develop, or first reduce to practice, either alone or in collaboration with others, during the period of my employment, whether or not in the course of my employment and whether or not such Inventions are patentable, copyrightable or protectable as trade secrets. I agree that the Company shall have the sole right to determine whether a particular invention or discovery falls within the contemplation of this Agreement and that, if and when the Company subsequently determines that it has no interest in the particular invention or discovery, the Company may, in writing, release back or reassign such invention or discovery to me.

3. **Work for Hire; Assignment of Invention.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all inventions that are (i) are developed using trade secrets of the Company, (ii) result from work performed by me for the Company, or (iii) relate directly to the present or anticipated business of the Company (the "Assigned Inventions"), will be the sole and exclusive property of the Company and are hereby irrevocably assigned by me to the Company.

4. **Assignment of Other Rights.** In addition to the foregoing assignment of Assigned Inventions to the Company, I hereby irrevocably transfer and assign to the Company: (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights

in any Assigned Inventions; and (ii) any and all “Moral Rights” (as defined below) that I may have in or with respect to any Assigned Inventions. I also hereby forever waive and agree never to assert any Moral Rights I may have in or with respect to any Assigned Inventions, even after termination of my work on behalf of the Company. “**Moral Rights**” means any right to claim authorship of an Assigned Invention, to object to or prevent the modification of any Assigned Invention, or to withdraw from circulation or control the publication or distribution of any Assigned Invention, and similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether such right is denominated or generally referred to as a “moral right”.

5. **Assistance.** I agree to assist the Company in every proper way to obtain for the Company and enforce its patents, copyrights, trade secret rights and other legal protections for the Company’s Assigned Inventions in any and all countries. This assistance includes cooperating with the Company in any controversial or legal or administrative proceedings involving or relating to the Company’s right in such Assigned Inventions. I will execute any documents that the Company may reasonably request for the purpose of enforcing such rights and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination, for time or expenses actually spent by me at the Company’s request on such assistance. I hereby appoint the Secretary of the Company or any duly authorized officer or agent of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

6. **Proprietary Information.** I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be disclosed to me by the Company which relates to the business of the Company or to the business of any parent or subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence, whether or not labeled as such (the “**Proprietary Information**”). Such Proprietary Information includes, but is not limited to, confidential information relating to the intellectual property of the Company not generally known by the public at large, including Assigned Inventions, trade secrets, processes, applications, business practices and agreements, business strategies, forecasts, drawings, methods, marketing plans, product plans, customer lists, as well as personnel information, financial information, development information and know-how imparted to me or learned or created by me in connection with my employment with the Company.

7. **Confidentiality; Return of Materials After Termination.** At all times, both during my employment and after its termination, I agree to keep and hold all such Proprietary Information in strict confidence and trust. I will not use or disclose and Proprietary Information without the proper written consent of the Company, except as may be necessary to perform my duties as an employee of the Company for the benefit of the Company, and will use all reasonable precautions to ensure that it is not disclosed to any unauthorized person or entity, or used in an unauthorized manner. Upon termination of my employment with the Company, I will not take with me any documents, drawings, manuals, tapes, computer disks and other materials of any nature, whether in electronic or other form, pertaining to my work with the Company. I will not take with me any documents or materials or copies thereof containing any proprietary Information, I understand and agree that my confidentiality obligations under this paragraph shall continue until such a time as the Proprietary Information becomes generally available to the public through legitimate means. In the event that I am uncertain as to whether certain information is covered by this section, I agree to treat such information as falling under this section until informed otherwise in writing by the Company.

8. **No Breach of Prior Agreement.** I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not be breach any invention assignment, proprietary information, confidentiality, or similar agreement with any former employer or other party, and that I will bring to the Company’s attention the existence of any such agreement. I

represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials or intangibles of a former employer or third party that are not generally available to the public or have not been legally transferred to the Company.

9. **Efforts; Duty Not to Complete.** I understand that my employment with the Company requires my undivided attention and effort during normal business hours. While I am employed by the Company, I will not without the Company's express prior written consent, provide services to, or assist in any manner, whether as an owner, stockholder, partner, employee, officer, consultant, director or any other capacity, any business or third party which in the Company's sole opinion competes with or adversely affects the current or prospective business of the Company.

10. **Notification.** I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.

11. **Name & Likeness Rights.** I hereby authorize the Company to use, reuse and to grant others the right to use and reuse, my name, photograph, likeness, voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed, both during and after my employment, for whatever purposes the Company deems necessary, provided it is directly related to the Company's business or anticipated business interests.

12. **Injunctive Relief.** I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

13. **Governing Law; Severability.** This Agreement will be governed by and construed in accordance with the laws of the Federal Republic of Nigeria without giving effect to that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such valid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. Notwithstanding the forgoing, if value of this Agreement based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then this Agreement will not be enforceable against such affected party and both parties agree to renegotiate such provision(s) in good faith.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

15. **Titles and Headings.** The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or constructing this Agreement. Unless otherwise specifically stated, all references herein to "sections" and "exhibits" will mean "sections" and "exhibits" to this Agreement.

16. **Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to rights to Inventions or other Intellectual Property arising on or after the execution of this Agreement. This Agreement shall not alter or terminate and preexisting obligations in connection with or relating to rights to Inventions or other Intellectual Property arising prior to the execution of this Agreement.

17. **Amendment and Waivers.** This agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment waiver, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

18. **Successors and Assigns; Assignment.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrations and legal representatives. The Company may assign any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

19. **Further Assistance.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

20. **“At Will” Employment.** I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time. I understand that I am an “at will” employee of the Company and that either the Company or myself may terminate my employment at any time, for any reason or for no reason. This Agreement shall be effective as of the first day of my employment by the Company, which is

_____.

Company:

By: _____

Name: _____

Title: _____

Employee:

Signature

Date