

## EXHIBIT B

### CONFIDENTIALITY AND ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT

THIS CONFIDENTIALITY AND ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (“Agreement”) is entered into with respect to and in consideration of my employment or continuing employment with \_\_\_\_\_ (“Agency”) and my new or continuing temporary placement with eBay Inc. (including any of its direct or indirect subsidiaries, collectively referred to herein as “eBay”), in which I hereby acknowledge and agree as follows:

**1. Employment by Agency.** I understand that I am an employee of Agency. I am employed by Agency at will, and therefore am free to terminate my employment with Agency at any time. I understand that Agency is free to terminate my employment at any time, with or without cause, except for reasons prohibited by law.

**2. Assignment to eBay.** I am, or will be, assigned to provide temporary staffing services to eBay, and eBay hereby accepts such assignment. I acknowledge and agree that eBay’s acceptance is consideration for the rights I am assigning to eBay in this Agreement. My performance of such assignment will be as an Agency employee. **I will not be an employee of eBay during the course of any such assignment. I am not entitled to compensation or any benefits from eBay and expressly waive any claim to any employee benefits provided by eBay.** If I am reclassified by a state or federal agency or court as an employee of eBay, I will become a reclassified employee and will receive no benefits except those mandated by state or federal law, even if by the terms of eBay’s benefit plans in effect at the time of such reclassification I would otherwise be eligible for such benefits.

**3. Facilities and Work Rules.** I hereby agree to comply with all rules with respect to eBay’s facilities and offices and any other eBay work rules applicable to my temporary staffing assignment to eBay.

**4. Information.** I expressly consent to the release to eBay of any information concerning me that relates to my assignment or potential assignment to eBay. I certify that the information contained on my application and/or resume provided to Agency is true. I am obligated to inform Agency if I am convicted of any crime (after a trial or plea) subsequent to the completion of my job application, unless non-disclosure is protected by law. I understand that all such information may be a factor in the hiring decision, continued employment by Agency and/or future assignments.

**5. Workers Compensation.** In recognition of the fact that I am employed by Agency and am not employed by eBay, I hereby agree not to make, and waive and release any rights to make, any claim I might have against eBay that relates to or arises from any illness or injury I sustain while on assignment to eBay that may arise pursuant to applicable workers compensation laws.



6. **Disclosure of Inventions.** As used herein, “**Inventions**” means any invention, whether or not patentable, and all related know-how, designs, mask works, trademarks, formulae, processes, manufacturing techniques, trade secrets, ideas, artwork, software or other copyrightable or patentable works. I agree to disclose promptly in writing any Invention that is solely or jointly conceived, made, reduced to practice, or learned by me in the course of any work performed during my placement with eBay. I represent that any Invention relating to eBay’s business or any project which has been made, conceived or reduced to practice at the time of signing this Agreement (“**Prior Invention**”) has been disclosed in writing in **Exhibit C** attached to the Temporary Services Agreement. If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I will instead disclose a cursory name for each such invention, the party or parties to whom it belongs, and the fact that full disclosure as to such Prior Invention has not been made for that reason. I shall also specifically describe and identify in **Exhibit C** all technology which is either owned solely by me or licensed to me with a right to sublicense and which I intend to use in performing under this Agreement. I understand that any and all Inventions conceived, written, created or first reduced to practice in the performance of work under the Consulting Agreement shall be the sole and exclusive property of eBay.

7. **Assignment of Work Product.** I hereby assign -- and agree to assign in the future to eBay ownership of all my right, title and interest in and to any and all work product created by me, or to which I contributed, during the period of my placement to eBay, including ownership of all copyrights, trademarks (and any goodwill associated therewith), trade secrets, patents, Inventions and any other intellectual property (or other proprietary) rights throughout the world contained therein (“**Work Product**”). I further agree to execute, at eBay’s request and expense, all documents and other instruments necessary to effectuate such assignment of Work Product. In the event that I do not, for any reason, execute such documents within seven (7) days of eBay’s request, I hereby irrevocably appoint eBay as my attorney-in-fact for the purpose of executing such documents on my behalf, which appointment is coupled with an interest. I further agree not to challenge the validity of eBay’s ownership in the Work Product.

8. **Artist’s and Moral Rights.** If I have any rights, including without limitation “artist’s rights” or “moral rights,” in the Work Product that cannot be assigned, I agree to waive enforcement worldwide of such rights against eBay. In the event that such rights cannot be waived, I hereby grant to eBay an exclusive, worldwide, irrevocable, perpetual license to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed.

9. **Protection of Confidential Information.**

(a) At all times during the term of this Agreement and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any eBay Confidential Information. “**Confidential Information**” as used in this Agreement shall mean any and all confidential and/or proprietary knowledge, data, or information of eBay including, without limitation, (a) trade secrets, drawings,

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inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, software source documents, works of authorship, know-how, improvements, discoveries, developments, designs and techniques, and all other work product of Company, including but not limited to all Work Product created pursuant to this Agreement, whether or not patentable or registrable under trademark, copyright, patent or similar laws; (b) information regarding plans for research, development, new service offerings and/or products, marketing, advertising and selling, distribution, business plans, business forecasts, budgets and unpublished financial statements, licenses, prices and costs, suppliers, customers or distribution arrangements; (c) any information regarding the skills and compensation of employees, agents, and/or independent contractors of the Company or its subsidiaries or affiliates; (d) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of Company or its subsidiaries or affiliates; and (e) the existence of any business discussions, negotiations or agreements between the parties. I further recognize that all Confidential Information shall be the sole property of eBay and its assigns.

(b) I understand, in addition, that eBay has received and in the future will receive from third parties confidential or proprietary information (“**Third Party Information**”) subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of this Agreement and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than eBay personnel who need to know such information in connection with their work) or use, except in connection with my assignment to eBay, Third Party Information.

(c) Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information that is generally known in the trade or industry and is not gained as result of a breach of this Agreement, as well as my own, skill, knowledge, know-how and experience to whatever extent and in whichever way I wish.

(d) During my assignment to eBay, I will not improperly use or disclose any confidential information, proprietary 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 eBay 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 assignment to eBay only information that 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 eBay. 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 my entering into this Agreement. I have not entered into, and I agree I will not enter into, any agreement, either written or oral, in conflict with this Agreement.

(e) 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 eBay) of all Confidential Information developed by me and all Work Product made by me during my assignment to eBay, which records shall be available to and remain the sole property of eBay at all times.

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**10. Non-Solicitation.** I agree that during my assignment to eBay and for a period of two (2) years after the end of such assignment I will not solicit, directly or indirectly, on behalf of any person or entity, any eBay employee to leave the employ of eBay.

**11. Return of Documents.** When my assignment to eBay terminates, I will deliver to eBay any and all drawings, notes, memoranda, specifications, devices, formulas and documents, together with all copies thereof, and any other material containing or disclosing any Work Product, Third Party Information or Confidential Information of eBay. I further agree that any property situated on the premises of eBay and owned by eBay, or third parties, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by personnel of eBay at any time with or without notice.

**12. 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 eBay, eBay 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 eBay may have for a breach of this Agreement.

**13. Notification of Other Employer.** I hereby consent to the notification of my present or new employer(s) of my rights and obligations under this Agreement.

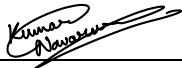
**14. General Provisions.** This Agreement will be governed by and construed according to the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of eBay and its respective successors, and its assigns. The provisions of this Agreement shall survive the termination of this 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. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged.

**15. Survival.** The rights and obligations contained herein will survive any termination or expiration of the Agreement.

**[Signature Page Follows]**

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**I HAVE READ, UNDERSTAND AND FULLY AGREE TO THE TERMS OF THIS AGREEMENT.**



Signature

Name (Type or Print): Navarurh Kumar

Date: 06/18/2019

Address: 7575, Frankford Rd., Apt 723, Dallas, TX, 75252