


ASSIGNMENT OF INVENTIONS AND CONFIDENTIALITY AGREEMENT

I participate in my school Internship Program for the on the job training program,(hereinafter referred to “employment agreement”) being endorsed by my school, which provides the training agreement, formal endorsement forms and the job training tracking form, (hereinafter referred as the OJT program), Ollopa Corporation (the company which provide the “on the job” (OJT) training, hereinafter referred to as “Company A”, “Employ r”) and myself (hereinafter referred to “OJT” an abbreviation for the On The Job Training Student, or “ Employee”).

I understand my internship and employment with Ollopa which provides me the on-the-job training and knowledge, which constitute the consideration for me to agree the following terms during my OJT program:

Assignment of Inventions. I hereby assign and transfer to Apollo Swings, Inc. and Applejack 199, L.P., (hereinafter collectively referred to the “Company” in US) my entire right, title and interest in and to all inventions, improvements, personal or other created images, voice or audio, video, discoveries, ideas, designs, documents, art work, photographs and other data (whether or not patentable) made, original conceived or first reduce to practice by me, whether solely or jointly with others, during the period of my employment/OJT with the Company (the "Inventions") which relate in any manner to the actual or anticipated business or research and development of the Company or its affiliates or its subsidiaries or result from or are suggested by any task assigned to me or by any of the work I have performed or may perform for the Company. Provided, however, that this Agreement does require assignment of an Invention which qualifies fully for protection under Section 2870 of the California Labor Code (hereinafter "Section 2870") or as otherwise expressly excepted hereunder pursuant to paragraph 1 of the Addendum A attached hereto and incorporated herein. Section 2870 of the California Labor Code provides in its entirety:

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- a. Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the Employer's equipment, supplies, facilities, or trade secret information, not during my employment time, as I disclosed in addendum A, except for those inventions that either: Relate at the time of conception or reduction to practice of the invention to the Employer's business, or actual or demonstrably anticipated research or development by the employer; or
- (1) Result from any work performed by the employee for the employer.

To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

In the event any Invention relating in any manner to the actual or anticipated business or research and development of the Company is disclosed by me under paragraph 2 within five (5) years after leaving the employ of the Company unless I prove to have first conceived and made such Invention following termination, it shall be presumed that such Invention was or resulted from developments made during the period of my employment by the Company.

I agree that any such Invention will belong to the Company subject to the afore-stated provisions of

Section 2870. I warrant that all these excepted items are fully disclosed in addendum A from time to time in writing to the Company.

Disclosure of Inventions; Patents. I agree promptly to disclose all inventions to my supervisor or to whomever else may be designated by the Company regardless of whether I believe the Invention is protected by Section 2870 to permit the Company to claim rights to which it may be entitled under this Agreement except those Inventions expressly disclosed in paragraph 2 of the Addendum A attached hereto and incorporated herein. Such disclosure shall be received in confidence by the Company. I agree to preserve such Inventions as confidential information of the Company.



With respect to all Inventions which are to be assigned pursuant to paragraph 1, I will assist the Company in any reasonable manner to obtain for its own benefit patents thereon in any and all countries. When requested, I will execute patent applications and assignments thereof to the Company or persons designated by it and any other lawful documents deemed necessary by the Company to carry out the purposes of this Agreement. I will further assist the Company in every way to enforce any patent obtained including without limitation testifying in any suit or proceeding involving any of said patents or executing any documents deemed necessary by the Company all without further consideration that provided for herein but at the expense of the Company. However, if I am called upon to render such assistance after the termination of my employment, I shall then be entitled to a fair and reasonable per diem fee in addition to reimbursement of any expenses incurred at the request of the Company.

I agree to keep and maintain adequate and current written records of all such Inventions made by me (in the form of notes, sketches, drawings and as may be specified by the Company) which records shall be available to and remain the property of the Company at all times except as otherwise provided herein and in the Addendum attached hereto and incorporated herein.

I further agree that the obligations and undertakings stated in this paragraph 2 shall continue beyond the termination of my employment by the Company.

Confidentiality. I agree that, in the absence of the Company's prior written consent, I will not during my employment by the Company engage directly or indirectly in any employment, consulting or activity other than for the Company in any business in which the Company is now or may hereafter become engaged except as otherwise disclosed and accepted in paragraph 3 of the Addendum attached hereto and incorporated herein. I agree that I will not during my employment by the Company or thereafter at any time disclose directly or indirectly to any person or entity or use for my own benefit any trade secrets or confidential information including but not limited to that information relating to the paragraph above where the word "invention" is defined, any accounting information products, processes, know-how, machines, designs, drawings, software, formulas, test data, marketing data, business plans and strategies, employees, negotiations and contracts with other companies, disclosures and applications for patents and the status of their prosecution or any other subject matter pertaining to any of the business of the Company or any of its clients, customers, consultants, licensees or affiliates known to learned or acquired by me during the period of my employment except to such extent as may be necessary in the ordinary course of performing my particular duties as an employee of the Company.

I acknowledge that all the foregoing information is proprietary to the Company and is a special,

valuable, and unique asset of the business of the Company and that my employment creates a relationship of confidence and trust between myself and the Company with respect to the proprietary information.

Return of Confidential Material. I agree to deliver promptly to the Company at any time it may so request or upon or subsequent to voluntary or involuntary termination of my employment with the Company, whether or not for cause and for whatever the reason or at any time it may so request, all memoranda, notes, records, reports, manuals, drawings, blueprints and any other documents of confidential nature belonging to the Company including all copies of such materials which I may then possess or have under my control except as otherwise excluded in paragraph 4 of the attached hereto and incorporated herein. I further agree that upon termination of my employment that I shall not take with me any document or data of any description containing or pertaining to the proprietary information of the Company as set forth in paragraph 3.



Customers and Employees.

- a. No Harmful Activities. During the employment and after the termination of the employment, I shall not engage in any activity harmful to the Company's business, interest, and relationships, including without limitation the following:
 - (1) Disclosing or using in any unauthorized manner, confidential information concerning the Company's business, products, employees, customers, suppliers, or others having business dealings with the Company; or
 - (2) Interfering in any adverse way or facilitating the ability of others to interfere directly or indirectly, with the existing and future relationships between the Company and any of its employees, customers, suppliers or others having business dealings with the Company.
- b. No Solicitation of Employees or Consultants. Without limiting the generality of the provisions of paragraphs 3, 6 and 7 herein during the employment and for a period of six (6) months after the termination of the employment: (I) I shall not solicit any of the Company's employees or consultants to leave the employ of the Company; and (II) I shall not induce, or encourage in any manner, directly or indirectly, any of the Company's employees or consultants to leave the employ of the Company.

Trade Secrets of Others/Former Employer Information. I represent that my performance of all the terms of this Agreement as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information or trade secrets acquired by me prior to my employment with the Company or require the use of any confidential or proprietary information or material belonging to any previous employer or others. I agree not to enter into any agreement either written or oral in conflict herewith. I shall not during my employment with the Company improperly use or disclose any proprietary information or trade secrets of former or concurrent employers or companies, if any.

I shall not bring onto the premises of the Company any unpublished document or any property

belonging to my former or concurrent employers or companies, if any, unless consented to in by the particular employer or company. I further acknowledge that I have been hereto put on notice that I may not divulge any confidential and/or proprietary information gained from prior employment relationships to the Company.

Third Party Information/Other Obligations. I acknowledge that the Company from time to time may have agreements with other persons or with any Government or agencies thereof which impose obligations or restrictions on the Company regarding inventions made during the course of work thereunder or regarding the confidential nature of such work. I agree to be bound by all such obligations and restrictions and to take all action necessary to discharge the obligations of the Company thereunder. I recognize that the Company has received and, in the future, will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use if only for certain limited purposes. I agree that I owe the Company and such third parties, during my employment and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm, or corporation (except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party) or to use it for the benefit of anyone other than for the Company or such third party (consistent with the Company's agreement with such third party) without the express written authorization of the Company.



Injunctive Relief and Other Remedies. I agree that it would be difficult to measure the damage to the Company from any breach by me of the covenants set forth in paragraphs 1, 2, 3, 5 or 6 herein, that injury to the Company from any such breach would be impossible to calculate, and that money damages would therefore be an inadequate remedy for any such breach. Accordingly, I agree that if I breach paragraphs 1, 2, 3, 5 and 6 or any of them, the Company shall be entitled to injunctive or other appropriate relief to restrain any such breach without showing or proving any actual damage to the Company in addition to all other remedies it may have. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies in law or in equity.

Power of Attorney. If I do not promptly execute any such documents as the Company may request, I hereby appoint the Company irrevocably and forever as my attorney-in-fact for the sole purpose of signing any and all documents as are reasonably necessary in the Company's reasonable discretion to affect the perfection of the Company's property rights subject to this Agreement.

Notices. All notices, consents or demands of any kind which any party to this Agreement may be required or may desire to serve on any other party hereto in connection with this Agreement shall be in writing and may be delivered by personal service, overnight delivery service, confirmed facsimile transmission or by registered or certified mail, return receipt requested, deposited in the United States mail with postage thereon fully prepaid, addressed: (i) if to the Company, at its principal executive offices; or, (ii) if to me, at my address as shown on the records of the Company. Service of any such notice or demand so made by mail shall be deemed complete on the date of actual delivery. A party may change such address by notifying the other party in writing in accordance herewith.

General. I acknowledge receipt of this Agreement and agree that, with respect to the subject matter

hereof, this Agreement is my entire agreement with the Company, superseding any previous oral or written communications, representations, understandings, or agreements with the Company or any officer or representative thereof. This Agreement shall ensure to the benefit of the successors and assigns of the Company and shall be binding upon my heirs, assigns, administrators and representatives. To the extent that any of the agreements set forth herein or any word, phrase, clause or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, phrase, clause or sentence shall be modified or deleted in such a manner so as to make the Agreement, as modified, legal and enforceable under applicable laws. This Agreement shall be governed by the laws of the State of California, which state shall have jurisdiction of the subject matter hereof. This Agreement may not be changed, modified, released, discharged, abandoned, or otherwise amended, in whole or in part, except by any instrument in writing signed by myself and the Company.

I acknowledge that the foregoing terms and conditions are a part of my employment or OJT assignment dated October 10, 2024 with the Company.

Dated this 10 th, day of October, 2024.

Name: John Edward B. Ronda
School: BCRV Tech-Voc, INC.
Course: Programming (JAVA)

JOHN EDWARD B. RONDA
(Print Name)


JOHN EDWARD B. RONDA

Company A:
Ollopa Corporation

JOHN EDWARD B. RONDA
(Print Name)


JOHN EDWARD B. RONDA

ADDENDUM TO PATENT AND CONFIDENTIALITY AGREEMENT

1. Notwithstanding anything to the contrary as contained in paragraph 1 of the Patent and Confidentiality Agreement, the following will serve as exceptions, thereto and, thus, shall not be assigned or transferred thereunder:

A.

B.

C.

D.

2. Notwithstanding anything to the contrary as contained in paragraph 2 of the Patent and Confidentiality Agreement, the following will serve as a disclosure of all inventions excepted under paragraph 1 of the Agreement and this Addendum:

A.

B.

A handwritten signature in black ink, appearing to be 'J. H. H.', is written next to option B.

C.

D.

3. Notwithstanding anything to the contrary as contained in paragraph 3 of the Patent and Confidentiality Agreement, I make the following disclosures of my other employment, business and consulting activities:

4. Notwithstanding anything to the contrary as contained in paragraph 4 of the Patent and Confidentiality Agreement, the following is expressly except from said paragraph 4:

- ☒ 5. The parties hereto agree that the terms and conditions contained in this Addendum are hereby incorporated into and made a part of that Patent and Confidentiality Agreement as if set forth more fully therein.

Dated this 12th, day of November, 2024.

Name: John Edward B. Ronda
School: BCRV Tech-Voc, INC.
Course: Programing (JAVA)

JOHN EDWARD B. RONDA
(Print Name)


JOHN EDWARD B. RONDA

Company A:
Ollopa Corporation

JOHN EDWARD B. RONDA
(Print Name)


JOHN EDWARD B. RONDA