

**PEEYR, INC.**  
**CONFIDENTIAL INFORMATION AND**  
**INVENTION ASSIGNMENT AGREEMENT**

This Confidential Information and Invention Assignment Agreement (the "**Agreement**") is made and entered into as of August 1<sup>st</sup>, 2016 (the "**Effective Date**"), by and between Thomas Hobohm, an individual residing in Texas ("**Assignor**") and Peeyr, Inc., a Delaware corporation (the "**Company**"). As a condition of Assignor's relationship with the Company, whether as an employee, contractor, consultant, advisor, officer, director, or any other arrangement in which Assignor is contributing services in exchange for equity interests of the Company (a "**Service Provider**"), and in consideration of Assignor's Service Provider relationship with the Company and receipt of the compensation now and hereafter paid to Assignor by the Company, the parties agree to the following:

1. **At-Will.** ASSIGNOR UNDERSTANDS AND ACKNOWLEDGES THAT ASSIGNOR'S SERVICE PROVIDER RELATIONSHIP WITH THE COMPANY IS FOR AN UNSPECIFIED DURATION AND CONSTITUTES AN "AT-WILL" SERVICE PROVIDER RELATIONSHIP. ASSIGNOR ALSO UNDERSTANDS THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS IN WRITING AND SIGNED BY AN OFFICER OF THE COMPANY. ACCORDINGLY, ASSIGNOR ACKNOWLEDGES THAT THE SERVICE PROVIDER RELATIONSHIP WITH THE COMPANY MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT THE OPTION OF ASSIGNOR OR AT THE OPTION OF THE COMPANY, WITH OR WITHOUT NOTICE.

2. **Confidential Information.**

(a) **Company Information.** Assignor agrees at all times during Assignor's Service Provider relationship with the Company and thereafter, to hold in the strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization of an officer of the Company, any Company Confidential Information. Assignor understands that unauthorized use or disclosure of Company Confidential Information during Assignor's Service Provider relationship with the Company will lead to disciplinary action, up to and including immediate termination and legal action by the Company. "**Company Confidential Information**" means any non-public information that relates to the actual or anticipated business, research or development of the Company, or to the Company's technical data, trade secrets or know-how, including, but not limited to, research, product plans or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company with whom Assignor may become acquainted during the term of Assignor's Service Provider relationship with the Company), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances and other business information; provided, however Company Confidential Information does not include any of the foregoing items to the extent the same have become publicly known and made generally available through no wrongful act of Assignor or of others.

(b) **Former Employer Information.** Assignor agrees that during Assignor's Service Provider relationship with the Company, Assignor will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former or current employer or other person or entity. Assignor further agrees not to bring onto the premises of the Company or transfer onto the Company's technology systems any unpublished document, proprietary information or trade secrets belonging to any such employer, person or entity unless consented to in writing by both Company and such employer, person or entity.

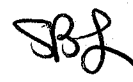
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(c) Third Party Information. Assignor recognizes that the Company may have received and in the future may receive from third parties associated with the Company (e.g., the Company's customers, suppliers, licensors, licensees, partners, or collaborators) ("**Associated Third Parties**"), their confidential or proprietary information ("**Associated Third Party Confidential Information**"). By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. Assignor agrees at all times during Assignor's Service Provider relationship with the Company and thereafter, to hold in the strictest confidence, and not to use or to disclose to any person, firm or corporation any Associated Third Party Confidential Information, except as necessary in carrying out work for the Company consistent with the Company's agreement with such Associated Third Parties. Assignor understands that unauthorized use or disclosure of Associated Third Party Confidential Information during the term of Assignor's Service Provider relationship with the Company will lead to disciplinary action, up to and including immediate termination and legal action by the Company.

### 3. **Inventions and Intellectual Property.**

(a) Inventions and Intellectual Property Retained and Licensed. Attached hereto as Exhibit A, is a list describing all inventions, discoveries, original works of authorship, developments, improvements, and trade secrets, which were conceived in whole or in part by Assignor prior to Assignor's Service Provider relationship with the Company to which Assignor has any right, title or interest, and which relate to the Company's proposed business, products, or research and development ("**Prior Inventions**"); or, if no such list is attached, Assignor represents and warrants that there are no such Prior Inventions. Furthermore, Assignor represents and warrants that the inclusion of any Prior Inventions from Exhibit A of this Agreement will not materially affect Assignor's ability to perform all obligations under this Agreement. If, in the course of Assignor's Service Provider relationship with the Company, Assignor incorporates into or uses in connection with any product, process, service, technology or other work by or on behalf of Company any Prior Invention, Assignor hereby grants to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide license, with the right to grant and authorize sublicenses, to make, have made, modify, use, import, offer for sale, and sell such Prior Invention as part of or in connection with such product, process, service, technology or other work and to practice any method related thereto.

(b) Assignment of Inventions. Assignor agrees to promptly make full written disclosure to the Company, hold in trust for the sole right and benefit of the Company, and hereby assigns to the Company, or its designee, all right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registerable under patent, copyright or similar laws, which Assignor may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time of Assignor's Service Provider relationship with the Company (including during off-duty hours), or with the use of Company's equipment, supplies, facilities, or Company Confidential Information (collectively referred to as "**Inventions**"). Assignor further acknowledges that all original works of authorship which are made by Assignor (solely or jointly with others) within the scope of and during the period of Assignor's Service Provider relationship with the Company and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. Assignor understands and agrees that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit and that no



royalty or other consideration will be due to Assignor as a result of the Company's efforts to commercialize or market any such Inventions.

(c) Maintenance of Records. Assignor agrees to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by Assignor (solely or jointly with others) during the term of Assignor's Service Provider relationship with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. The records are and will be available to and remain the sole property of the Company at all times.

(d) Patent and Copyright Registrations. Assignor agrees to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions and any rights relating thereto, and testifying in a suit or other proceeding relating to such Inventions and any rights relating thereto. Assignor further agrees that the obligation to execute or cause to be executed, when it is in Assignor's power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of Assignor's mental or physical incapacity or for any other reason to secure Assignor's signature with respect to any Inventions including, without limitation, to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering such Inventions, then Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Assignor's agent and attorney in fact, to act for and in Assignor's behalf and stead to execute and file any papers, oaths and to do all other lawfully permitted acts with respect to such Inventions with the same legal force and effect as if executed by Assignor.

4. **Returning Company Property.** Upon termination of the Assignor's Service Provider relationship with the Company or on demand by the Company during Assignor's Service Provider relationship with the Company, Assignor will immediately deliver to the Company, and will not keep in Assignor's possession, recreate or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, as well as all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, all documents and property, and reproductions of any of the aforementioned items that were developed by Assignor pursuant to Assignor's Service Provider relationship with the Company, obtained by Assignor in connection with Assignor's Service Provider relationship with the Company, or otherwise belonging to the Company, its successors or assigns, including, without limitation, those records maintained pursuant to Paragraph 3(C).

5. **Assignor Representations.** Assignor represents and warrants to the Company that (i) Assignor is the sole owner of the Prior Inventions, if any, and has full and exclusive right to assign the rights assigned herein, (ii) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party, and (iii) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate

any arrangement, understanding or Agreement to which Assignor is a party or by which Assignor is bound.

6. **No Outstanding Claims.** Assignor further represents and warrants to the Company that no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any patent, trade secret or other intellectual property right or similar right, has been made or is pending or threatened against Assignor relative to the Prior Inventions. Assignor agrees to promptly inform the Company of any such claim arising or threatened in the future with respect to the Prior Inventions or any part thereof.

7. **Indemnification.** Assignor will indemnify and hold harmless the Company, from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation or warranty of Assignor (a "**Claim**") set forth in this Agreement, provided that the Company gives Assignor written notice of any such Claim and Assignor has the right to participate in the defense of any such Claim at its expense.

8. **Final Agreement and Modification.** This Agreement and the Exhibits attached hereto constitute the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes and other prior or contemporaneous oral understanding or agreement or any other prior written agreement. 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 parties hereto.

9. **Governing Law.** This Agreement shall take effect under and be governed by the laws of the State of Texas.

10. **Costs in the Event of Default.** If legal proceedings are brought by a party to enforce terms, conditions or provisions of this Agreement, the prevailing party shall be entitled to recover all expenses (including, but not limited to, reasonable attorney fees, legal expenses and reasonable costs of collection) paid or incurred by such prevailing party in endeavoring to enforce the terms, conditions, or provisions of this Agreement and/or collect any amount owing in accordance with this Agreement.

11. **Dispute Resolution and Arbitration.** Any controversies arising out of the terms of this Agreement or its interpretation shall be first submitted to non-binding mediation with a mediator agreed upon by both parties. In the event that the dispute is not settled via mediation, it shall be settled in Texas in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

12. **Severability.** If any provision of the Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

13. **No Continuing Waiver.** Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

14. **Successor Rights.** The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

15. **Minors.** In the event that Recipient is under the age of 18 and unable to form a binding contract, the parent and/or guardian below hereby represents and warrants that (i) he/she is entitled to full custody and control of the Recipient, (ii) he/she has read this Agreement and is satisfied that the Agreement is fair and equitable, and (ii) he/she consents to the execution of the Confidential Information and Invention Assignment Agreement and that said consent shall be deemed sufficient for purposes of any applicable law.

*[signature page follows]*

IN WITNESS WHEREOF, the undersigned have executed this Confidential Information and Invention Assignment Agreement as of the date set forth above.

Assignor: \_\_\_\_\_

Company: Peeyr, Inc.

Assignor Signature: \_\_\_\_\_

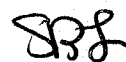
By: \_\_\_\_\_

Assignor Parent: Stephanie B Lomme

Name: \_\_\_\_\_

Parent Signature: Stephanie B Lomme

Title: \_\_\_\_\_



**EXHIBIT A**  
**PRIOR INVENTIONS**

