

## EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following agreement (the "Agreement") between Concentrated Studios, LLC DBA Excesss Karaoke & Trivia, an Ohio company (the "Company"), and Audrey Soper ("Employee" or "I") is effective as of 7/21/2021. In exchange for the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. No Conflicts.** I have not made, and agree not to make, any agreement, oral or written, that is in conflict with this Agreement or my employment with the Company. When acting within the scope of my employment (or otherwise on behalf of the Company), I will not use or disclose my own or any third party's confidential information or intellectual property (collectively, "Restricted Materials"), except as expressly authorized by the Company in writing.

### **2. Inventions.**

**a. Definitions.** "Intellectual Property Rights" means any and all patent rights, copyright rights, trademark rights, mask work rights, trade secret rights, and *sui generis* database rights (including any application therefore). "Invention" means any software, firmware, content, audio-visual material, tool, device, apparatus, design, prototype, circuit, layout, program, code, documentation or other material or information, tangible or intangible, whether or not it may be patented, copyrighted, trademarked or otherwise protected (including all versions, modifications, enhancements and derivative works thereof).

**b. Assignment.** To the fullest extent under applicable law, the Company shall own all right, title and interest in, and to, all Inventions (including all Intellectual Property Rights therein or related thereto) that are made, conceived or reduced to practice, in whole or in part, by me during the term of my employment with the Company and which arise out of any activity conducted by, for, or under the direction of the Company, and which are useful with or relate directly or indirectly to any "Company Interest" (meaning any product, service, other Invention or Intellectual Property Right that is sold, leased, used, proposed, under consideration or under development by the Company). I will promptly disclose and provide all of the foregoing Inventions (the "Assigned Inventions") to the Company. I hereby make and agree to make all assignments to the Company necessary to effectuate and accomplish the foregoing ownership. Assigned Inventions shall not include any Invention that is both (x) developed entirely on my own time and (y) not useful with or related to any Company Interest.

**3. Proprietary Information.** I agree that all Assigned Inventions and all other business, legal and technical information which I develop, learn or obtain during my employment or that are received by or for the Company in confidence, constitute "Proprietary Information." I will hold in confidence and not directly or indirectly disclose any Proprietary Information with a "competitor" (meaning any individual or entity that

shares common Company Interests with the Company). I reserve the right to discuss my contributions to Assigned Inventions with neutral third-parties who do not (and are not directly or indirectly associated with anyone who) share any Company Interests with the Company.

**4. Survival.** I agree that any change or changes in my employment title, duties, compensation or equity interest after the signing of this Agreement shall not affect the validity or scope of this Agreement. I agree that my obligations under Sections 2, and 3 of this Agreement shall continue in effect after termination of my employment, regardless of the reason, and whether such termination is voluntary or involuntary, and that the Company is entitled to communicate my obligations under this Agreement to any of my potential or future employers.

**5. Mediation and Arbitration.** The parties agree that any dispute or claim arising out of or relating to this Agreement shall be settled by mediation or by final and binding arbitration in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA"). Judgment upon any award entered in the arbitration proceeding may be entered in any court having jurisdiction thereof. Mediation and arbitration proceedings shall be private and confidential. Any dispute regarding the enforcement or interpretation of this Agreement shall be first submitted to mediation, and, if mediation is unsuccessful, to arbitration. The mediation and the arbitration shall be in accordance with the Employment Arbitration Rules and Mediation Procedures of the AAA. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrator shall for good cause determine otherwise.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS THAT IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, WITH THE UNDERSTANDING THAT I EITHER (1) HAVE RETAINED A COPY OF THIS AGREEMENT OR (2) MAY, AT ANY TIME, REQUEST A COPY OF THIS AGREEMENT FROM THE COMPANY.

  
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Audrey Soper

7/21/2021  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Dave Casto  
Owner/CEO

\_\_\_\_\_  
Date