**BRIEFCASE, INC.**

**CONSULTANT CONFIDENTIALITY AND INVENTIONS ASSIGNMENT AGREEMENT**

This Confidentiality and Inventions Assignment Agreement (“**Agreement**”) confirms and memorializes an agreement that Briefcase, Inc. (the “**Company**”) and Louis W. Thomas (“**Consultant**”) have had since the commencement of Consultant’s engagement with the Company in any capacity, that is and has been a material part of the consideration for Consultant’s engagement by Company, and is being executed in consideration of and as a condition of Consultant’s continued consulting relationship and for any cash and equity compensation for Consultant’s services.

**1.** **Nondisclosure Of Confidential Information**.

## **Confidential Information.** During the term of Consultant’s engagement, Consultant may receive and otherwise be exposed to trade secrets and other confidential and proprietary information of the Company and its affiliated and associated entities (collectively, the “**Affiliated Parties**”). Such information (collectively referred to herein as “**Confidential Information**”) includes, but is not limited to the following (whether or not marked as confidential or proprietary and whether provided to or discovered or created by Consultant): (i) information with regard to the Company’s or the Affiliated Parties’ business methods, plans, operations, investment holdings, investment and research activities, current or prospective investments or investors, agreements, plans, analyses, strategies, proposals, finances, financial performance, assets, business contacts, technical data, and personnel information (including the skills, expertise and compensation terms with respect to Company personnel, but excluding Consultant’s own compensation information); (ii) information with respect to any actual or potential investments or transactions of the Company or the Affiliated Parties, including but not limited to analyses of such investments or transactions, investment or investor lists, or portfolio or investment performance information (including, but not limited to, track or record information); (iii) all databases, computer programs or enhancements to computer programs developed, modified, or maintained by the Company; (iv) confidential information provided to the Company by third parties subject to a duty to maintain the confidentiality of such information and, in some cases, to use it only for certain limited purposes; and (v) all information or materials obtained or developed by Consultant in the course of Consultant’s engagement with the Company which is not publicly available. Confidential Information does not include any of the foregoing items that is or becomes publicly known through no wrongful act or omission of Consultant or of others who were under confidentiality obligations as to the item or items involved. Any doubts as to the status of a particular document or piece of information should be resolved in favor of treating the information as Confidential Information.

## **Duties.** Consultant acknowledges the confidential and secret character of the Confidential Information, and agrees that the Confidential Information is the sole, exclusive and extremely valuable property of the Company. Accordingly, Consultant agrees (i) to hold Confidential Information in strict confidence, (ii) not to copy or reproduce any of the Confidential Information without the prior written consent of the Company, (iii) not to use the Confidential Information except for the benefit of the Company and then only to the extent necessary in the performance of Consultant’s authorized duties as a consultantof the Company, and (iv) not to disclose all or any part of the Confidential Information in any form to any third party, either during or after the term of Consultant’s engagement without the prior written consent of the Company. Prior written consent of the Company may be obtained only from an executive officer of the Company. Upon termination of Consultant’s engagement, Consultant agrees to cease using and to return to the Company upon its request all whole and partial copies and derivatives of the Confidential Information, whether in Consultant’s possession or under Consultant’s direct or indirect control. Consultant also recognizes and agrees that he, she or it has no expectation of privacy with respect to the Company’s telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that Consultant’s activities and any files or messages on or using any of those systems may be monitored at any time without notice.

# **Property Of The Company**. All notes, memoranda, reports, drawings, blueprints, manuals, materials, data and other papers and records of every kind which shall come into Consultant’s possession at any time after the commencement of Consultant’s engagementwith the Company, relating to any Work Product (as defined below) or Confidential Information, shall be the sole and exclusive property of the Company. This property shall be surrendered to the Company upon termination of Consultant’s engagement with the Company, or upon request by the Company, at any other time either during or after the termination of such engagement. Consultant further agrees that in the event of termination of Consultant’s engagement with the Company, Consultant will execute a Termination Certificate, substantially in the form attached hereto as Exhibit A.

# **Exclusions; Protected Activity.**

## Notwithstanding any other provision in this Agreement to the contrary, pursuant to 18 U.S.C. Section 1833(b), Consultant shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (1) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

# **Inventions.**

## **Disclosure**. Consultant further agrees to disclose to the Company (which disclosure will be received in confidence) all information and records pertaining to any Invention that Consultant does not believe to be Work Product conceived, developed, or reduced to practice by Consultant (alone or with others) during the Consultant’s engagement with the Company or during the one (1) year period following the termination of the Consultant’s engagement, and the Company shall have the right to examine such information to determine if the Invention is Work Product subject to this Agreement.

## **Assignment of Inventions to Company**. Consultant hereby assigns to the Company, and hereby agrees to assign to the Company, without royalty or any other further consideration Consultant’s entire right, title and interest (including patent rights, copyrights, trade secrets, mask work rights, and all other intellectual property rights throughout the world) in and to any idea, information, invention, or work of authorship, whether patentable or unpatentable, copyrightable or uncopyrightable, including, but not limited to, any computer program, mask work, command structure, code, documentation, know-how, data, compound, formula, manual, device, improvement, method, process, discovery, concept, algorithm, development, design, artwork, secret process, machine or contribution (any of the foregoing items hereinafter referred to as an “**Invention**”) that Consultant may conceive, make, develop or work on, in whole or in part, solely or jointly with others in the course of providing services to the Company pursuant to Consultant’s engagement (collectively referred to as “**Work Product**”). To the extent that any part of an Invention, except for Prior Inventions (defined below), cannot be assigned to the Company pursuant to the foregoing sentence, Consultant hereby grants to the Company, and agrees to grant to the Company, a perpetual, irrevocable, fully-paid, royalty-free, worldwide, exclusive license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell, import, publish, perform, display, distribute and otherwise exploit such Invention.

## **Moral Rights**. To the extent allowed by applicable law, Consultant acknowledges and agrees that Consultant’s assignment under Section 4.2 includes the obligation to assign all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively “**Moral Rights**”). To the extent Consultant retains any such Moral Rights under applicable law, Consultant hereby ratifies and consents to any action that may be taken with respect to such Moral Rights by or authorized by the Company and agrees not to assert any Moral Rights with respect thereto. Consultant will confirm any such ratifications, consents and agreements from time to time as requested by the Company.

## **Records**. Consultant will make and maintain adequate and current written records of all Work Product and to make full written disclosure to the Company of all Work Product. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, and any other format. These records shall be available to and remain the sole property of the Company.

## **Patents and Other Rights**. Consultant will assist the Company in obtaining, maintaining and enforcing patents, invention assignments and copyright assignments, and other proprietary rights in connection with or with respect to any Work Product, and otherwise will assist the Company as reasonably required to perfect or evidence in, or obtain for, the Company the rights, title and other interests in the Work Product and to maintain, enforce, and defend such Work Product. Reasonable costs related to such assistance, if required, will be paid by the Company. Consultant further agrees that Consultant’s obligations under this Section 4.5 shall continue beyond the termination of Consultant’s engagement with the Company, but if Consultant is called upon to render such assistance after the termination of such engagement, Consultant shall be entitled to a fair and reasonable rate of compensation for such assistance. Consultant shall, in addition, be entitled to reimbursement of any expenses incurred at the request of the Company relating to such assistance. If the Company is unable for any reason, after reasonable effort, to secure Consultant’s signature on any document needed in connection with the actions specified above, Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant’s agent and attorney-in-fact, which appointment is coupled with an interest and with full power of substitution, to act for and in Consultant’s behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 4.5 with the same legal force and effect as if executed by Consultant. Consultant hereby waives and irrevocably quitclaims to the Company or its designee any and all claims, of any nature whatsoever, which Consultant now or hereafter has for infringement of any and all proprietary rights assigned to the Company or such designee.

## **Prior Contracts and Inventions; Information Belonging to Third Parties**. Consultant agrees that he, she or it is not and will not enter into such agreement, either written or oral, with respect to Inventions which agreement is or would be in conflict with this Agreement or Consultant’s engagement with Company. Consultant further represents that (a) Consultant is not obligated under any consulting, employment or other agreement which would affect the Company’s rights or Consultant’s duties under this Agreement; (b) there is no action, investigation, or proceeding pending or threatened, or any basis therefor known to Consultant involving Consultant’s prior employment or any engagement or the use of any information or techniques alleged to be proprietary to any former employer or client, and (c) the performance of Consultant’s duties as a consultant of the Company will not breach, or constitute a default under any agreement to which Consultant is bound, including, without limitation, any agreement limiting the use or disclosure of proprietary information acquired in confidence prior to Consultant’s engagement by the Company. Consultant will not, in connection with Consultant’s engagement with the Company, use or disclose to the Company any confidential, trade secret or other proprietary information of any previous employer or other person to which Consultant is not lawfully entitled. As a matter of record, Consultant attaches as Exhibit B to this Agreement a list describing with particularity all Inventions made or conceived by Consultant prior to his, her or its engagement with the Company (collectively referred to as “**Prior Inventions**”), which belong solely to Consultant or belong to Consultant jointly with another, which relate in any way to any of the Company’s businesses, products or research and development, and which are not assigned to the Company hereunder; or, if no items are listed, Consultant represents that there are no such Prior Inventions. Consultant will not incorporate or permit to be incorporated Prior Inventions in any Work Product without the Company’s prior consent. If Consultant incorporates any Prior Invention into a Company product, process, machine, or invention, Consultant hereby grants the Company a non-exclusive, royalty-free, perpetual and irrevocable, worldwide license, with an unlimited right to sublicense, to fully exercise and exploit Background Technology and all intellectual property rights embodied therein for the purpose of developing, marketing, selling, supporting and otherwise exploiting the Company’s products and services, either directly or through multiple tiers of distribution, but not for the purpose of marketing, selling or exploiting the Background Technology separately from the Company’s products or services.

## **Incorporation of Software Code**. Consultant agrees that Consultant will not incorporate into any Company software or otherwise deliver to the Company any open source, copyleft or community source code (including, but not limited to, any libraries or code, software, technologies or other materials that are licensed or distributed under any General Public License, Lesser General Public License or similar license arrangement or other distribution model described by the Open Source Initiative at [www.opensource.org](http://www.opensource.org)) that, by its terms, requires or conditions, or purports to require or condition, the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by the Company unless Consultant receives prior written approval from the Company.

# **Solicitation of Employees/Customers**. During Consultant’s engagement with the Company, Consultant will not, directly or indirectly, recruit, encourage, induce or solicit any employee or consultant of the Company to leave the Company for any reason, nor will Consultant solicit, induce, recruit, or encourage such employees to enter into an employment relationship, either with Consultant or with any other person or entity. Further, during Consultant’s engagement with the Company and at any time following termination of Consultant’s engagement with the Company for any reason, Consultant will not use any Confidential Information of the Company to attempt, either directly or indirectly, to discourage any of the Company’s customers (including joint venturers, licensors and licensees) from doing business with the Company, or to the extent such Confidential Information constitutes trade secrets, to encourage any such client or customer to direct his, her or its business to any person, firm, corporation, institution or other entity in competition with the business of the Company. This Section 5 protects the Company’s Confidential Information, trade secrets, assets and relationships and is not intended, and will not be construed as, a non-competition covenant. Consultant acknowledges that, subject to applicable law and the non-solicitation provisions of this Section 5, Consultant is free to seek employment or work with any person, firm, corporation, institution or other entity in the Company’s industry or otherwise.

# **Non-Competition**. [Intentionally Omitted].

# **At-Will Engagement**. Consultant agrees that this Agreement is not an engagement contract for any particular term and that, except as provided in any consulting agreement between Consultant and the Company, Consultant has the right to resign and the Company has the right to terminate Consultant’s engagement at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of Consultant’s engagement, and, as a consultant of the Company, Consultant has obligations to the Company which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the President of the Company.

# **Miscellaneous.** Consultant agrees that Consultant’s obligations under Sections 1, 2, 4, and 5 of this Agreement shall continue in effect after termination of Consultant’s engagement, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on Consultant’s part, and that the Company is entitled to communicate Consultant’s obligations under this Agreement to any future employer/client of Consultant. The parties’ rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors, administrators and permitted assigns. Consultant will not assign this Agreement or his, her or its obligations hereunder without the prior written consent of the Company and any such purported assignment shall be null and void. This Agreement is fully assignable and transferable by the Company. This Agreement constitutes the parties’ final, exclusive and complete understanding and agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter hereof. This Agreement may not be waived, modified, amended or assigned unless mutually agreed upon in writing by both parties. In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of this Agreement. Any ambiguities in this Agreement shall not be construed against either party as the drafter. Consultant acknowledges that the Company will suffer substantial damages not readily ascertainable or compensable in terms of money in the event of the breach of any of Consultant’s obligations under this Agreement. Consultant therefore agrees that the Company shall be entitled (without limitation of any other rights or remedies otherwise available to the Company) to obtain an injunction from any court of competent jurisdiction prohibiting the occurrence, continuance or recurrence of any breach of this Agreement. The rights and obligations of the parties under this Agreement shall be governed in all respects by the laws of the State of California exclusively, as such laws apply to contracts between California residents performed entirely within the State of California. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below the party’s signature or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery, or if sent by certified or registered mail, postage prepaid, three (3) business days after the date of mailing. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

# **ADVICE OF COUNSEL**.  CONSULTANT ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, CONSULTANT HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND CONSULTANT HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT.  THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS WHEREOF, Consultant has executed this Confidentiality and Inventions Assignment Agreement as of the 25th day of October, 2023.

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Louis W. Thomas

AGREED AND ACKNOWLEDGED:

**Briefcase, Inc.**

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

Name: Beckett McKay

Title: President

EXHIBIT A

Termination Certificate

I, the undersigned, hereby certify that I, Louis W. Thomas (“Consultant”) am authorized to execute this certificate and that Consultant does not have in Consultant’s possession, nor has Consultant failed to return, any documents or materials relating to the business of Briefcase, Inc. or its affiliates (the “**Company**”), or copies thereof, including, without limitation, any item of Confidential Information listed in Section 1 of the Company’s Confidentiality, Inventions Assignment and Arbitration Agreement (the “**Agreement**”) to which Consultant is a party. In addition, if not earlier returned, to the extent Consultant or any employee or agent of Consultant has used any personally owned computer, PDA, mobile device, server, or e-mail system to receive, store, review, prepare or transmit any Confidential information, within ten (10) business days after my engagement with the Company ends for any reason, I agree to permanently delete and expunge such Confidential Information from those systems Notwithstanding the foregoing, I understand that I am entitled to retain copies of the following documents as my personal property: (i) this Agreement; (ii) all agreements that I signed memorializing the terms of my employment relationship, or compensation and benefits arrangements with the Company; and (iii) all compensation statements and other records issued to me regarding my compensation or benefits from or with the Company.

I further certify that Consultant has complied with all of the terms of the Agreement signed on behalf of Consultant, including the reporting of any Inventions (as defined in the Agreement) covered by the Agreement.

Consultant further agrees that subject to Section 3 of the Agreement, Consultant will keep all Confidential Information (as defined in Section 1.1 of the Agreement in strict confidence and will not use or disclose such information unless authorized in writing to do so by a duly authorized executive officer of the Company or the Board of Directors of the Company.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature)

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Louis W. Thomas

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Title)

EXHIBIT B

Background Technology

In the space below, please draft brief description of all inventions you have made or prior to your employment with us which you desire to clarify as excluded from this agreement. If none, enter N/A. If you need additional space, please contact your hiring manager.

N/A