**BRIEFCASE, INC.**

**CONFIDENTIALITY, INVENTIONS ASSIGNMENT,**

**AND ARBITRATION AGREEMENT**

This Confidentiality, Inventions Assignment, and Arbitration Agreement (“**Agreement**”) confirms and memorializes an agreement that Briefcase, Inc. (the “**Company**”) and I, John Stout (“**Employee**”), have had since the commencement of Employee’s employment with the Company in any capacity, that is and has been a material part of the consideration for Employee’s employment by the Company, and is being executed in consideration of and as a condition of Employee’s continued employment and for any cash and equity compensation for Employee’s services.

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

## **Confidential Information.** During the term of Employee’s employment, Employee 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 Employee): (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 my 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 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 Employee in the course of Employee’s employment 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 the Employee 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.** Employee 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, Employee agrees not to reproduce any of the Confidential Information without the applicable prior written consent of the Company, not to use the Confidential Information except in the performance of Employee’s authorized duties as an employee of the Company, and 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 Employee’s employment. Appropriate prior written consent will be determined as follows: (i) if Employee is not an executive officer of the Company, then consent may be obtained from an executive officer of the Company or (ii) if Employee is an executive officer of the Company, then consent may be obtained from the Board of Directors of the Company. Upon termination of Employee’s employment, Employee agrees to cease using and to return to the Company all whole and partial copies and derivatives of the Confidential Information, whether in Employee’s possession or under Employee’s direct or indirect control. Employee also recognizes and agrees that Employee 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 Employee’s activity 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 Employee’s possession at any time after the commencement of Employee’s employment with the Company, relating to any Inventions (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 Employee’s employment with the Company, or upon request by the Company, at any other time either during or after the termination of such employment. Employee further agrees that in the event of termination of Employee’s employment with the Company, Employee 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), Employee 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.

## In addition, nothing in this Agreement shall prevent Employee from voluntarily communicating or cooperating with, providing information to, or filing or otherwise participating in any proceeding or investigation before the Equal Employment Opportunity Commission, the United States Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal government agency, or similar state or local governing agency, or exercising any rights pursuant to Section 7 of the National Labor Relations Act, with or without notice to the Company.

# **Inventions.**

## **Disclosure**. Employee shall disclose promptly in writing to an officer or to attorneys of the Company any idea, information, invention, work of authorship, whether patentable or unpatentable, copyrightable or uncopyrightable, including, but not limited to, any computer program, mask work, command structure, code, documentation, compound, formula, manual, device, improvement, method, process, discovery, concept, algorithm, development, secret process, machine or contribution (any of the foregoing items hereinafter referred to as an “**Invention**”) Employee may conceive, make, develop or work on, in whole or in part, solely or jointly with others. The disclosure required by this Section applies (a) during the period of Employee’s employment with the Company and for one (1) year thereafter; (b) with respect to all Inventions whether or not they are conceived, made, developed or worked on by Employee during Employee’s regular hours of employment with the Company; (c) whether or not the Invention was made at the suggestion of the Company; (d) whether or not the Invention was reduced to drawings, written description, documentation, models or other tangible form and (e) whether or not the Invention is related to the general line of business engaged in by the Company, provided, however, that if Employee chooses not to make such disclosure, Employee agrees that all such Inventions will be presumed to be owned by the Company unless Employee can show by clear and convincing evidence to the contrary. The Company agrees that it will take reasonable precautions to keep Inventions disclosed to it pursuant to this Section 4.1 in confidence unless those Inventions are assigned to the Company pursuant to Section 4.2 or otherwise become available from other sources or independent development.

## **Assignment of Inventions to Company; Exemption of Certain Inventions**. Employee hereby assigns to the Company without royalty or any other further consideration Employee’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 all Inventions that Employee conceives, makes, develops or works on during the period of Employee’s employment with the Company (except those Inventions that Employee develops entirely on Employee’s own time after the date of this Agreement without using the Company’s equipment, supplies, facilities or Confidential Information, unless those Inventions either (a) relate at the time of conception or reduction to practice of the Invention to the Company’s business, or actual or demonstrably anticipated research or development of the Company or (b) result from any work performed by Employee for the Company). Employee acknowledges and agrees that the Company has hereby notified Employee that the assignment provided for in this Section 4.2 does not apply to any Invention which qualifies fully for exemption from assignment under the provisions of Section 2870 of the California Labor Code, a copy of which is attached hereto as Exhibit B. However, Employee will disclose anything Employee believes is excluded by Section 2870 so that the Company can make an independent assessment, provided, however, that if Employee chooses not to make such disclosure, Employee agrees that all such Inventions will be presumed to be owned by the Company unless Employee can show by clear and convincing evidence to the contrary.

## **Moral Rights**. To the extent allowed by applicable law, Employee acknowledges and agrees that Employee’s obligation to assign 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 Employee retains any such Moral Rights under applicable law, Employee 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. Employee will confirm any such ratifications, consents and agreements from time to time as requested by the Company.

## **Records**. Employee will make and maintain adequate and current written records of all Inventions covered by Section 4.1. These records shall be and remain the property of the Company.

## **Patents and Other Rights**. Subject to Section 4.2, Employee will assist the Company in obtaining, maintaining and enforcing patents, invention assignments and copyright assignments, and other proprietary rights in connection with any Invention covered by Section 4.1, 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 Employee’s work product granted to the Company under this Agreement and to maintain, enforce, and defend such work product. Reasonable costs related to such assistance, if required, will be paid by the Company. Employee further agrees that Employee’s obligations under this Section 4.5 shall continue beyond the termination of Employee’s employment with the Company, but if Employee is called upon to render such assistance after the termination of such employment, Employee shall be entitled to a fair and reasonable rate of compensation for such assistance. Employee 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 Employee’s signature on any document needed in connection with the actions specified above, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee’s agent and attorney-in-fact, which appointment is coupled with an interest and with full power of substitution, to act for and in Employee’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 Employee. Employee hereby waives and irrevocably quitclaims to the Company or its designee any and all claims, of any nature whatsoever, which Employee 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**. Employee represents and warrants that, except as set forth on Exhibit C hereto, there are no other contracts to assign Inventions that are now in existence between Employee and any other person or entity. Furthermore, Employee agrees that Employee will not enter into any such agreement, either written or oral, with respect to Inventions which agreement would be in conflict with this Agreement or Employee’s employment with the Company. Employee further represents that (a) Employee is not obligated under any consulting, employment or other agreement which would affect the Company’s rights or Employee’s duties under this Agreement; (b) there is no action, investigation, or proceeding pending or threatened, or any basis therefor known to Employee involving Employee’s prior employment or any consultancy or the use of any information or techniques alleged to be proprietary to any former employer and (c) the performance of Employee’s duties as an employee of the Company will not breach, or constitute a default under any agreement to which Employee is bound, including, without limitation, any agreement limiting the use or disclosure of proprietary information acquired in confidence prior to Employee’s engagement by the Company. Further, Employee has not retained anything containing any confidential information of a prior employer, whether or not created by Employee. Employee will not, in connection with Employee’s employment 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 Employee is not lawfully entitled. As a matter of record, Employee attaches as Exhibit C to this Agreement a brief description of all Inventions made or conceived by Employee prior to Employee’s employment with the Company which Employee desires to clarify are excluded from this Agreement (“**Background Technology**”). Subject to the terms and conditions of this Agreement, Employee 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**. Employee agrees that Employee 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 Employee receives prior written approval from the Company.

# **Non-Competition**. During the term of Employee’s employmentwith the Company, Employee will not, without the prior written approval of (i) an executive officer of the Company, (in the event that Employee is not an executive officer of the Company), or (ii) the Board of Directors of the Company (in the event that Employee is an executive officer of the Company), (a) engage in any other professional employment or consulting or (b) directly or indirectly participate in or assist any business which is a current or potential supplier, customer or competitor of the Company.

# **Non-Solicitation**. During Employee’s employment with the Company and for one (1) year after Employee’s employment ends for any reason, Employee will not, directly or indirectly, recruit, encourage, induce or solicit any employee or consultant of the Company to leave the Company for any reason (except for the bona fide firing of Company personnel within the scope of Employee’s employment). Further, during Employee’s employment with the Company and at any time following termination of Employee’s employment with the Company for any reason, Employee 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 6 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.

# **At-Will Employment**. Employee agrees that this Agreement is not an employment contract for any particular term and that Employee has the right to resign and the Company has the right to terminate Employee’s employment 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 Employee’s employment, and, as an employee of the Company, Employee 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.

# **Dispute Resolution**.

## To ensure the rapid and economical resolution of disputes that may arise in connection with Employee’s employment with the Company, Employee and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims, arising from or relating to the enforcement, breach, performance, negotiation, execution or interpretation of this Agreement or Employee’s employment offer letter agreement, Employee’s employment with the Company, or the termination of Employee’s employment from the Company, will be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16, and to the fullest extent permitted by law, by final, binding and confidential arbitration conducted in San Francisco, California (or such other location as agreed to by the parties) by JAMS, Inc. (“JAMS”) or its successors before a single arbitrator, under JAMS’ then applicable rules and procedures for employment disputes (which can be found at https://www.jamsadr.com/rules-employment-arbitration/, and which will be provided to Employee on request). **By agreeing to this arbitration procedure, both Employee and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding**. This arbitration section shall not apply to an action or claim brought in court pursuant to the California Private Attorneys General Act of 2004, as amended.

## In addition, any and all disputes, claims, or causes of action under this Section 8, whether by Employee or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. To the extent the preceding two sentences are prohibited by or unenforceable under applicable law, any claim(s) alleged or brought on behalf of a class shall proceed in a court of law rather than by arbitration.

## The Company acknowledges that Employee will have the right to be represented by legal counsel at any arbitration proceeding. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; (b) issue a written arbitration decision, to include the arbitrator’s essential findings and conclusions and a statement of the award; and (c) be authorized to award any or all remedies that Employee or the Company would be entitled to seek in a court of law. The Company shall pay all filing fees in excess of those which would be required if the dispute were decided in a court of law, and shall pay the arbitrator’s fee and any other fees or costs unique to arbitration. Nothing in this Agreement is intended to prevent either Employee or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction. Employee hereby consents to the personal jurisdiction and venue of the state and federal courts in and for San Francisco County, California for any court action brought pursuant to this Section 8.

# **Miscellaneous.** This Agreement shall be effective as of the first date of Employee’s employment with the Company in any capacity. Employee agrees that Employee’s obligations under Sections 1, 2, 4, and 6 (subject to the express time limitations contained therein) of this Agreement shall continue in effect after termination of Employee’s employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on Employee’s part, and that the Company is entitled to communicate Employee’s obligations under this Agreement to any future employer of Employee. 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. Employee will not assign this Agreement or Employee’s 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. Employee 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 Employee’s obligations under this Agreement. Employee 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 such 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**.  EMPLOYEE ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, EMPLOYEE HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND EMPLOYEE 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, Employee has executed this Agreement as of the 25th day of October 2023.

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John Stout

AGREED AND ACKNOWLEDGED:

**BRIEFCASE, INC.**

By:

Printed Name: Beckett McKay

Title: President

Email: [Beckett.McKay@briefcase.com](mailto:Beckett.McKay@briefcase.com)

EXHIBIT A

Termination Certificate

I, the undersigned, hereby certify that I do not have in my possession, nor have I 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 I am a party. In addition, if not earlier returned, to the extent I have 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 employment with the Company ends for any reason, I agree to permanently delete and expunge such Confidential Information from those systems after returning an electronic copy of the materials to the Company. 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 I have complied with all of the terms of the Agreement signed by me, including the reporting of any Inventions (as defined in the Agreement) covered by the Agreement.

I further agree that, subject to Section 3 of the Agreement, I 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: \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_

(Employee’s Signature)

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John Stout

EXHIBIT B

California Labor Code

California Labor Code § 2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.

(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 except for those inventions that either:

(1) 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 of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) 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.

EXHIBIT C

Background Technology