

CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment with HellowWii, Inc., a Delaware corporation, or with any wholly-owned HellowWii subsidiary, affiliate, or successor (collectively referred to herein as the “**Company**”), and of the knowledge I will obtain concerning the Company’s confidential information, I hereby understand and agree to the following:

- 1) **COMPANY BUSINESS.** I understand that the Company is engaged in a continuous program of research, development, production, sales and marketing in connection with its business and that, as an essential part of my employment with the Company, I may be expected to make new contributions to and create inventions of value for the Company. In addition, I understand that as part of my employment, I will have access to Confidential Information (defined below).
- 2) **DISCLOSURE OF INVENTIONS.** From and after the date I first become employed with the Company, I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, methods, discoveries, techniques, compositions of matter, computer software programs, databases, mask works, and trade secrets whether or not patentable, copyrightable or protectible as trade secrets, that are made or conceived or first reduced to practice or created by me during my employment, either alone or jointly with others, during the period of my employment, or were conceived or reduced to practice utilizing Company equipment, resources or time (“**Inventions**”).
- 3) **WORK FOR HIRE.** I acknowledge that copyrightable works prepared by me within the scope of my employment are “works for hire” under the U.S. Copyright Act and that the Company will be considered the author thereof.
- 4) **PRIOR INVENTIONS.** Attachment 1 is a list describing with particularity all Inventions, which were made by me prior to the commencement of the employment which belong solely to me or belong to me jointly with another, which relate in any way to any of the Company’s business or current or anticipated research and development, and which are not assigned to the Company hereunder (“**Prior Inventions**”); or, if no such list is attached, I represent that there are no such Prior Inventions. If, in the course of my employment with the Company, I incorporate into a Company product, technology, process or machine, a Prior Invention owned by me or in which I have an interest, I hereby grant to the Company a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine. I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any invention which qualifies fully under the provisions of California Labor Code Section 2870 (attached hereto as Attachment 2), and I agree to advise the Company of any Invention that I believe meets the criteria in Section 2870 and is not otherwise disclosed on Attachment 1.
- 5) **ASSIGNMENT OF INVENTIONS.** I agree that all Inventions that (a) are developed using equipment, supplies, facilities or trade secrets of the Company, (b) result from work performed by me for the Company, or (c) relate to the Company’s business or current or anticipated research and development, will be the sole and exclusive property of the Company and I hereby assign and agree to assign such Inventions to the Company.

- 6) **ASSIGNMENT OF OTHER RIGHTS.** To the maximum extent permitted by Section 2870 of the California Labor Code or any like statute of any other state, I hereby irrevocably transfer and assign and agree to transfer and assign to the Company: (a) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Invention; and (b) any and all “Moral Rights” (as defined below) that I may have in or with respect to any Invention. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any Invention, even after termination of my work on behalf of the Company. **“Moral Rights”** mean any rights to claim authorship of an Invention, to object to or prevent the modification of any Invention, or to withdraw from circulation or control the publication or distribution of any Invention, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right.”
- 7) **ASSISTANCE.** I agree to assist the Company in every proper way to enforce, obtain and/or perfect for the Company all rights in patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company’s Inventions in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining, perfecting or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company’s request on such assistance. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to execute and file any such documents on my behalf.
- 8) **PROTECTION OF CONFIDENTIAL INFORMATION.**
- a) During the course of my employment, I understand that I shall have access to the Company’s Confidential Information (defined below). Except as set forth below, I shall not disclose or use at any time, either during my employment with the Company or after my employment ends for any reason, any Confidential Information of the Company, whether or not patentable, which I learn as a result of my employment with the Company, whether or not I developed such information. I agree that that all information and know-how, whether or not in writing, of a private, secret or confidential nature concerning the Company’s business or financial affairs (collectively, **“Confidential Information”**) is and shall be the exclusive property of the Company. By way of illustration but not limitation, Confidential Information includes, but is not limited to: information regarding either the Company or its successors’, parents’, affiliates’, customers’ or business partners’; existing and prospective investments; trade secrets or proprietary information; strategic sourcing information or analysis; patents; patent applications; developmental or experimental work, formulas, test data, prototypes, models, know-how and product specifications; financial information; sales and marketing strategies, plans and programs and product development information; employee data (excluding my own); organizational structure; customer names and contact information; customers’ end-user data, contracts, including but not limited to contracts with clients, suppliers, independent contractors or employees; business plans and forecasts; and existing and prospective projects or business opportunities.
- b) **“Confidential Information”** shall not include information that is or later becomes publicly available in a manner wholly unrelated to any breach of this Agreement by me as of the date it enters the public domain. If I am uncertain whether something is Confidential Information I will

treat it as Confidential Information until I receive clarification from the Company that it is not Confidential Information. Confidential Information shall remain at all times the property of the Company. I understand that I may use or disclose Confidential Information only as authorized and necessary in performing my responsibilities during my employment with the Company; with the Chief Executive Officer's prior written consent; in a legal proceeding between the Company and me to establish the rights of either party under this Agreement, provided that I stipulate to a protective order to prevent any unnecessary use or disclosure; or subject to a compulsory legal process that requires disclosure of such information, provided that I have given the Company notice prior to providing such information.

- c) All Confidential Information, including without limitation that which is produced by or for the Company by me or anyone else, all materials embodying Confidential Information, and all copies thereof, will remain the property of the Company, or of the third party who has furnished it to the Company. On my final day of employment with the Company, or at the written request of the Company at any time, I will immediately deliver to the Company all materials, and copies thereof, which are in my possession or control and which contain or are related in any way to any Confidential Information. This includes all documents and other information prepared by me or on my behalf or provided to me in connection with my duties while employed by the Company, regardless of the form in which such document or information are maintained or stored, including computer, typed, written, imaged, audio, video, microfiche, electronic or any other means of recording or storing documents or other information. I hereby warrant that I will not retain in any form any such document or other information or copies thereof. I understand that I may retain a copy of this Agreement and any other document or information describing any rights I may have after the termination of my employment. I hereby acknowledge that any breach of this Agreement would cause the Company irreparable harm.
- 9) **NO BREACH OF PRIOR AGREEMENT.** I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment, proprietary information, non-solicitation, non-competition or similar agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials of a former employer that are not generally available to the public or have not been legally transferred to the Company.
- 10) **FIDUCIARY DUTY TO THE COMPANY.** I understand that my employment with the Company requires my undivided attention and effort. As a result, during my employment, I will not, without the Company's express written consent, engage in any employment or business other than for the Company, or invest in or assist in any manner any business which directly or indirectly competes with the business or future business plans of the Company. Notwithstanding the foregoing, I may invest in a business which competes directly or indirectly with the business or future business plans of the company through mutual funds or other group investment vehicles.
- 11) **NONINTERFERENCE WITH BUSINESS.** Following the termination of my employment, regardless of the reason for such termination and regardless of whether the termination was voluntary or involuntary, I agree that I shall not: (a) engage in unfair competition with the Company; (b) aid others in any unfair competition with the Company; (c) in any way breach the confidence that the Company placed in me during my employment; (d) misappropriate any Confidential Information or Inventions; or (e) breach any of my duties or obligations to the Company or any third party under this Agreement or any other agreement to which I am a party that relates to the subject matter hereof.

12) **NON-SOLICITATION.**

- a) I recognize and agree that protecting the relationship between the Company and its employees and customers is of the utmost importance to the Company. Accordingly, during my employment at the Company and for a period of one (1) year after the termination of that employment, regardless of the reason for such termination and regardless of whether the termination was voluntary or involuntary ("**Restricted Period**"), I will not, without the prior written approval of the Company's Chief Executive Officer or his/her designee, directly or indirectly, individually or as part of or on behalf of any other person, company, employer or other entity: (i) recruit, solicit for hire, or encourage to end their relationship with the Company, any Company employee, agent, representative, contractor or consultant; or (ii) solicit any customers of the Company to purchase any products or service similar to products or services offered by the Company.
- b) I agree that these provisions are necessary to protect the Company's legitimate business interests and I warrant that these provisions will not unreasonably interfere with my ability to earn a living or to pursue my occupation after my termination date. I and the Company agree that the scope and duration of the obligations contained in Section 12(a) of this Agreement is reasonable. However, should a court of competent jurisdiction ever find any of the provisions of Section 12(a) to be invalid or unenforceable, I and the Company agree that such provisions shall be enforced to the fullest extent possible. If any provision of Section 12(a) is found to be invalid or unenforceable, it shall be removed and the remaining provisions of Section 12(a) shall not be affected.

13) **SURVIVAL AND NOTIFICATION.** I agree that my obligations under this Agreement shall continue in effect after termination of my employment, regardless of the reason, and regardless of whether such termination was voluntary or involuntary. I agree to notify any person or entity to which I provide services during the Restricted Period of my obligations under this Agreement. I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.

14) **NON-DISPARAGEMENT.** I agree to refrain from making any derogatory or defamatory remarks or comments that may disparage the Company, or any officer, employee or agent of the Company during my employment or after my final day of employment.

15) **ASSIGNMENT.** This Agreement shall inure to the benefit of, any may be enforced by the Company, and its successors or assigns and I hereby consent to such assignment. This Agreement is not assignable by me. This Agreement is binding on me and my executors, and other successors in interest.

16) **NAME & LIKENESS RIGHTS, ETC.** The Company may use my name, photograph, likeness, voice, and biographical information in any media during my employment for any business purpose, so long as such use is reasonable and conducted in a tasteful and appropriate manner.

17) **INJUNCTIVE RELIEF.** I understand that in the event of a breach or threatened breach of this Agreement by me, the Company may suffer irreparable harm and will therefore be entitled to injunctive relief (without the necessity of posting any bond) to enforce this Agreement, in addition to any other remedies.

18) **MODIFICATION AND WAIVER.** This Agreement may not be amended, modified, or terminated in whole or in part except in writing. The failure of the Company at any time to require performance of

any provision of this Agreement shall in no way affect its right at a later time to enforce that provision. No waiver by the Company of the breach of any provision of this Agreement shall be deemed to be or construed as a further or continuing waiver of such breach, or a waiver of the breach of any other provision contained in this Agreement.

- 19) **INTEGRATION.** This Agreement sets forth the entire agreement and understanding between me and the Company relating to inventions, confidentiality of information and non-solicitation and supersedes any and all prior agreements or understandings, written or oral, relating to the subject matter of this Agreement.
- 20) **GOVERNING LAW.** This Agreement will be governed and interpreted in accordance with the internal laws of the State of Delaware, without regard to or application of choice of law or conflict of law rules or principles.
- 21) **SEVERABILITY.** In the event that any provision of this Agreement is found by a court, arbitrator or other tribunal to be illegal, invalid or unenforceable, then such provision shall not be voided, but shall be enforced to the maximum extent permissible under applicable law, and the remainder of this Agreement shall remain in full force and effect.
- 22) **NO DUTY TO EMPLOY.** I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time.

This Agreement shall be effective as of the start date of my employment with the Company, which is
_____.

I have read this Agreement carefully and I understand and accept the obligations which it imposes upon me without reservation. I sign this Agreement voluntarily and freely.

COMPANY EMPLOYEE

By: _____
Signature Date

Print Name: _____

Attachment 1
LIST OF PRIOR INVENTIONS

Please describe:

_____ Additional Sheets Attached

All inventions, improvements, designs, original works of authorship, formulas, processes, methods, discoveries, techniques, compositions of matter, computer software programs, databases, mask works, and trade secrets whether or not patentable, copyrightable or protectible as trade secrets, that were made or conceived or first reduced to practice or created by me, either alone or jointly with others, through, under, or as part of the legal entity FSD Media LLC, a Delaware Limited Liability Company.

All inventions, improvements, designs, original works of authorship, formulas, processes, methods, discoveries, techniques, compositions of matter, computer software programs, databases, mask works, and trade secrets whether or not patentable, copyrightable or protectible as trade secrets, that were made or conceived or first reduced to practice or created by me, either alone or jointly with others, through, under, or as part of the legal entity Sierra Labs, Inc., a Delaware corporation.

Signature of Employee: _____

Printed Name of Employee: _____

Date: _____

Attachment 2
California Labor Code Section 2870

(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.