

## **CONFIDENTIALITY, INTELLECTUAL PROPERTY AND RESTRICTIVE COVENANTS AGREEMENT**

In return for my new or continued employment with Experience Ignite, Inc. (“Company”), any other monetary benefits received at the time of signing, and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I agree to the following:

### **I. Confidentiality of Proprietary Information and Innovations**

1. Proprietary Information. My employment status creates a relationship of confidence and trust between Company and me with respect to any information that is not generally known to the public or is otherwise treated by Company as confidential or proprietary and is: (a) applicable to the business of Company or its subsidiaries; or (b) applicable to the business of any client or customer of Company or its subsidiaries, which may be made known to me by Company or by any client or customer of Company or its subsidiaries, or learned by me in such context during the period of my employment.

All such information has commercial value in the business in which Company is engaged and is hereinafter called “Proprietary Information.” By way of illustration, but not limitation, Proprietary Information includes any and all technical and nontechnical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, knowhow, processes, apparatus, equipment, algorithms, software programs, code, software source documents, flowcharts, tools, architectures, databases, menu layouts, routines, formats, data compilers and assemblers, and formulae related to the current, future and proposed products and services of Company or its subsidiaries, and including, without limitation, respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. “Proprietary Information” also includes proprietary or confidential information of any third party who may disclose such information to Company or to me under any obligation of confidentiality in the course of Company’s business.

2. Ownership and Confidentiality of Proprietary Information.

- (a) All Proprietary Information is the sole property of Company, Company’s assigns, and Company’s customers, and Company, Company’s assigns and Company’s customers shall be the sole and exclusive owner of all patents, copyrights, mask works, trade secrets and other rights in the Proprietary Information. I hereby grant and assign to Company all rights, title and interest I may have or acquire in the Proprietary Information, without further consideration, including all rights to sue for past infringement. Neither the execution and delivery of this Agreement, nor the furnishing of any Proprietary Information to me by Company, shall be construed as granting to me either expressly, by implication, estoppel, or otherwise, any rights or licenses in or to any Proprietary Information other than as may subsequently be executed in writing by Company.

- (b) At all times, both during my employment by Company and after termination of such employment, I will keep in confidence and trust all Proprietary Information, and, except as necessary to meet Company's business needs, I will not: (i) use any Proprietary Information; (ii) directly or indirectly permit a third party to obtain access to any Proprietary Information; or (iii) transmit or disclose any Proprietary Information to any person, concern or entity. Further, I shall not make use of any Proprietary Information, directly or indirectly, for myself or for others, including, without limitation, in connection with any other employment or consulting capacity. In the event I believe I must disclose or otherwise make available Proprietary Information to any third party in order to meet Company's business needs, I shall inform Company prior to any such disclosure in order that Company may enter into a confidentiality or similar agreement with such third party.
- (c) All non-disclosure obligations of paragraph 2(b) above shall apply (i) as to Proprietary Information other than trade secrets, at all times during my employment and for two (2) years after termination of such employment, and (ii) as to trade secrets, for as long as such trade secrets retain their status as a "trade secret" under applicable law.
3. Permitted Communications. Nothing in this Agreement shall be construed to prohibit me from providing truthful information to any government agency in connection with an investigation by such agency into a suspected violation of law. I shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
4. Ownership and Return of Materials. All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to me by Company shall remain the property of Company. Upon termination of my employment, or at any time on the request of Company before termination, I will promptly (but no later than five (5) days after the earlier of said termination or Company's request) destroy or deliver to Company, at Company's option, (a) all materials furnished to me by Company, (b) all tangible media of expression which are in my possession and which incorporate any Proprietary Information or otherwise relate to Company's business, and (c) written certification of my compliance with my obligations under this sentence.
5. Prior Work. All previous work done by me for Company or its subsidiaries relating in any way to the conception, reduction to practice, creation, derivation, design, development, manufacture, sale or support of operations, products or services of Company, or by Company, is the property of Company, and I hereby assign to Company all of my right, title and interest in and to such previous work, without further consideration, including the right to sue for past infringement.
6. Creative Works; Innovations. As used in this Agreement, the term "Creative Works" means all processes, machines, manufactures, compositions of matter, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether

or not protectable under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how, ideas (whether or not protectable under trade secret laws), and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, and includes without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, discoveries, artwork, software, code, software source documents, flowcharts, tools, architectures, databases, menu layouts, routines, formats, data compilers and assemblers, and designs. The term "Innovations" means all Creative Works that relate to (a) the business of Company or its subsidiaries, (b) any current, future or proposed products or services of Company or its subsidiaries, or (c) any product, service, or activity that is similar to or competitive with those offered or proposed to be offered by Company or its subsidiaries. "Innovations" includes "Inventions," which is defined to mean any inventions protected or protectable under the patent laws of any country.

7. Creative Works License. I hereby grant to Company and its subsidiaries a royalty free, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice all applicable patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Creative Works that: (a) were or are conceived, reduced to practice, created, derived, developed, owned, or made by me, (b) are not Innovations assigned to Company under paragraph 8, and (c) are used or incorporated with my knowledge during the term of my employment or within three (3) months thereafter, through my actions or inactions, directly or indirectly, into any operation, product or service of Company or its subsidiaries. Notwithstanding the foregoing, I agree that I will not incorporate, direct, permit or allow to be incorporated, any Creative Works, which are not Innovations assigned to Company under paragraph 8, in any operation, product or service of Company or its subsidiaries without Company's prior written consent.
8. Assignment of Innovations. I hereby agree promptly to disclose and describe to Company, and I hereby grant and assign to Company or Company's designee, without further consideration, my entire right, title, and interest in and to, (a) with respect to Inventions, each Invention, and any associated intellectual property rights, which I may solely or jointly conceive, reduce to practice, create, derive, develop or make during the period of my employment (whether during business hours or after business hours) with Company, except any Invention which meets all of the following criteria (i)-(iii) (as demonstrated by me by evidence meeting the clear and convincing standard of proof): (i) the Invention does not relate, at the time of conception, reduction to practice, creation, derivation, development, or making of such Innovation, to Company's business or actual or demonstrably anticipated research or development, (ii) the Invention was not developed on any amount of Company's time or with the use of any of Company's equipment, supplies, facilities or trade secret information, and (iii) the Invention did not result from any work I performed for Company, and (b) with respect to each of the Innovations which is not an Invention, and any associated intellectual property rights, which I may solely or jointly conceive, develop, reduce to practice, create, derive, develop, or make during the period of my employment (whether during business hours or after business hours) with Company (collectively, the Innovations identified in clauses (a) and (b) of this paragraph 8 are hereinafter the "Company Innovations"). To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by me to Company, I hereby grant to Company an exclusive, royalty-free, transferable,

irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable rights, title and interest. To the extent any of the rights, title and interest in and to Company Innovations can be neither assigned nor licensed by me to Company, I hereby irrevocably waive and agree never to assert such non-assignable and non-licensable rights, title and interest against Company or any of Company's successors in interest to such non-assignable and non-licensable rights.

9. Future Innovations. I recognize that Innovations or Proprietary Information that are conceived, reduced to practice, created, derived, developed, or made by me, alone or with others, within three (3) months after termination of my employment may have been conceived, reduced to practice, created, derived, developed, or made, as applicable, in significant part while employed by or working for Company. Accordingly, I agree that such Innovations and Proprietary Information shall be presumed to have been conceived, reduced to practice, created, derived, developed, or made, as applicable, during my employment with Company and shall be deemed a work made for hire and made in the course of services rendered as an employee of Company and shall be the exclusive property of Company. To the extent that title to such Innovations or Proprietary Information does not vest in Company by operation of law, I hereby assign and transfer to Company, its successors, legal representatives and assigns, and upon the future creation thereof automatically assign to Company, its successors, legal representatives and assigns, without further consideration, my entire right, title, and interest in and to any and all such Innovations or Proprietary Information, including the right to sue for past infringement of same, with no express or implied license to me except as may subsequently be executed in writing by Company.
10. Cooperation in Perfecting Rights to Proprietary Information and Innovations.
  - (a) I agree to perform, during and after my employment and/or independent contractor status, all acts deemed necessary or desirable by Company to permit and assist Company, at Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Proprietary Information, Creative Works, and Innovations assigned or licensed to, or whose rights are irrevocably waived and shall not be asserted against, Company under this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Proprietary Information, Creative Works, or Innovations.
  - (b) In the event that Company is unable for any reason to secure my signature to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Proprietary Information (including improvements thereof) or any Company Innovations (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues, and reexaminations thereof), I hereby irrevocably

designate and appoint Company and Company's duly authorized officers and agents as my agents and attorneys in fact to act for and on my behalf and instead of me, (i) to execute, file, prosecute, register and memorialize the assignment of any such application, (ii) to execute and file any documentation required for such enforcement, and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Proprietary Information, or Company Innovations, all with the same legal force and effect as if executed by me.

11. No Violation of Rights of Third Parties. My performance of all the terms of this Agreement and as an employee of Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with Company, and I will not disclose to Company, or induce Company to use, any confidential or proprietary information or material belonging to any previous employer or others. I am not a party to any other agreement which will interfere with my full compliance with this Agreement. I agree not to enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement.

## **II. Restrictive Covenants**

12. Non-Compete.
- (a) "Restricted Months" is defined as 18 months from the Date of Termination. Date of Termination is the date recorded in Company's internal Human Resources Information Systems that my employment was terminated with Company.
  - (b) While employed by Company and during the Restricted Months, without regard to the reason my employment terminates (the "Non-Compete Period"), I will not, other than on behalf of Company, directly or indirectly, and whether or not for compensation, without the prior written consent of Company, own, (other than less than 5% ownership in a publicly traded company), manage, operate or participate in the ownership, management, operation, or control of, or be employed by any entity in the Geographic Area (as defined below) which is in competition with Company, with which I would hold a position with responsibilities similar to any position I held with Company during the 12 months preceding the termination of my employment or relationship with Company or in which I would have responsibility for and access to confidential information similar or relevant to that which I had access to during the 12 months preceding the termination of my employment or relationship with Company.
  - (c) The Geographic Area shall mean anywhere in the United States or the world where Company or any subsidiary of Company conducts business or has active plans to conduct business directly or through its affiliates.

13. Nonsolicitation/No-Hire.

- (a) I agree that during the Non-Compete Period, I will not, other than on behalf of Company, directly or indirectly without the prior written consent of Company (i) induce or attempt to induce any merchant, customer, supplier, licensee, or business relation of Company to cease doing business with Company, or in any way interfere with the relationship between Company and any merchant, customer, supplier, licensee, or business relation of Company or (ii) solicit or participate in soliciting the business of any then-current or prospective merchant or customer which was a merchant or customer of Company within one year prior to such solicitation, to purchase products or services similar to, or competitive with, the products or services then-offered by Company, if I had direct contact with the merchant or customer or any confidential information related to such products or services during the 12 months preceding the termination of my employment or relationship with Company.
- (b) I agree that during the Non-Compete Period, I will not, without the prior written consent of Company, solely or jointly with others, and directly by my own actions or indirectly by the actions of other people or companies acting on my behalf or at my behest solicit, encourage, or take any other action, including but not limited to, using an agent to solicit, which is intended to induce or encourage, or has the effect of inducing or encouraging, any employee or independent contractor of Company to terminate his/her employment with Company or to cease providing services to Company; and
- (c) I agree that during the Non-Compete Period, I will not, without the prior written consent of Company, solely or jointly with others, and directly by my own actions or indirectly by the actions of other people or companies acting on my behalf or at my behest hire, contract, take away or cause to be hired, contracted or taken away any employee or independent contractor of Company.

14. Reasonableness of Covenants. I acknowledge that the Restrictive Covenants contained herein may limit and/or restrict me from pursuing future employment opportunities, despite the fact that those opportunities may be attractive, provide higher compensation, and may not be available at the conclusion of the Non-Compete Period. I acknowledge that the Restrictive Covenants are nonetheless reasonable given the nature of Company's business; the valuable relationships Company has with its merchants and customers, which were developed at considerable expense, time and difficulty; my position with Company and my knowledge of Company's business.

**III. General Employment Provisions**

15. At-Will Employment. I will perform for Company such duties as may be designated by Company from time to time. I agree that my employment with Company is for no specified term, and may be terminated by Company at any time, with or without cause, and with or without notice. Similarly, I may terminate my employment with Company at any time, with or without cause, and with or without notice.

16. Other Employment. While employed by Company, I will devote my full professional time and attention to Company. I will not be employed by (or consult for) any business that could harm Company's reputation or good name or that could be detrimental to Company's business, as determined by Company. Further, I will not engage in any other employment (or contractor relationship) without the prior written consent of Company.
17. Survival. This Agreement (a) shall survive my employment with Company; (b) does not in any way restrict my right or the right of Company to terminate my employment at any time, for any reason or for no reason; (c) inures to the benefit of successors and assigns of Company; and (d) is binding upon my heirs and legal representatives.
18. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there will be insufficient adequate remedy at law, and Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate). Should Company successfully enforce any portion of this Agreement before a trier of fact or in an arbitration proceeding, Company shall be entitled to all of its reasonable attorney's fees and costs incurred as a result of enforcing this Agreement against me.
19. Class Waiver. By signing this Agreement, I waive and give up any right to become, and promise not to consent to become, a member of any class or collection action in a case in which claims are asserted against Company that are related in any way to my employment or the termination of my employment with Company. If, without my prior knowledge and consent, I am made a member of a class in any proceeding, I agree to opt out of the class at the first opportunity.
20. Adequate Consideration. I acknowledge and agree that I have received good, valuable and adequate consideration in exchange for entering into this Agreement, including my offer of employment, continued employment, and any other monetary benefits I have received at the time of signing this Agreement.
21. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy or facsimile transmission, upon acknowledgment of receipt of electronic transmission; (d) by electronic mail, upon acknowledgment of receipt of electronic submission; or (e) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to me shall be sent to any address in Company's records or such other address as I may specify in writing. Notices to Company shall be sent to Company's Senior Vice President of Human Resources or to such other address as Company may specify in writing.
22. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Illinois, as such laws are applied to agreements entered into and to be performed entirely within Illinois between Illinois residents. Each of the parties irrevocably consents to the exclusive personal and subject matter jurisdiction of the federal and state courts located in Illinois, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment

of such federal or state courts located in Illinois, such personal jurisdiction shall be nonexclusive.

23. Severability. If any provision of this Agreement, including but not limited to the Restrictive Covenants contained in Section II, is held by a court of law to be illegal, invalid or unenforceable, I agree that (i) the provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
24. Waiver; Amendment; Modification. The waiver by Company of a term or provision of this Agreement, or of a breach of any provision of this Agreement by me, shall not be effective unless such waiver is in writing signed by Company. No waiver by Company of, or consent by Company to, a breach by me, will constitute a waiver of, consent to or excuse of any other or subsequent breach by me. This Agreement may be amended or modified only with the written consent of both me and Company. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever.
25. Entire Agreement. This Agreement represents my entire understanding with Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral.

I certify and acknowledge that I have carefully read all of the provisions of this Confidentiality, Intellectual Property and Restrictive Covenants Agreement and that I understand and will fully and faithfully comply with such provisions.

EXPERIENCE IGNITE, INC.

EMPLOYEE:

By: Ryan Jeffery

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

Title: CEO & Co-Founder

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_