

## **CONTINGENT WORKER INTELLECTUAL PROPERTY AND CONFIDENTIALITY AGREEMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned, agree as follows:

1. Contingent Worker Relationship. IRB Holding Corp. ("Company") or one of its subsidiaries has contracted with either me or my employer ("Staffing Firm") to provide my temporary services to Company or one of its subsidiaries. Based on my promises herein, Company or one of its subsidiaries will permit me to perform temporary contingent worker services pursuant to the contractual arrangement with me or Staffing Firm. I recognize and acknowledge that while performing duties for Company or one of its subsidiaries, I am not an employee of Company or any of its parents, subsidiaries, or affiliates (altogether, the "Company Entities"). Nothing in this Agreement shall create an employment relationship between me and any of the Company Entities.

2. Intellectual Property. I acknowledge and agree that all developments, concepts, improvements, discoveries, trade secrets, processes, original works of authorship, inventions, patents (domestic or foreign, including all divisions, continuations, reissues, extensions, and revivals), copyrights, creative works, trademarks, and other intangible rights (collectively, "Intellectual Property") that I conceive or develop (individually or jointly with others) (a) using time, equipment, supplies, facilities, or trade secrets of the Company Entities; or (b) concerning the business of the Company Entities or their actual or demonstrably anticipated research and development; or (c) within the scope of my work for Company or one of its subsidiaries, are upon creation the sole and exclusive property of the Company Entities and all right, title, and interest in and to such Intellectual Property automatically vests with the Company Entities. To the extent the Company Entities are not deemed to be the exclusive owner of such Intellectual Property for any reason, I hereby irrevocably assign all my right, title, and interest in and to such Intellectual Property to the Company Entities or any other entity designated by the Company Entities. I hereby irrevocably agree that I will, upon Company's request, sign and deliver all documents (including patent and copyright applications, registrations, and assignments) and perform all other acts that the Company Entities deem necessary or proper to establish, create, register, assign, and defend the Intellectual Property rights covered by this paragraph.

4. Confidentiality. I agree to maintain the confidentiality of all confidential, proprietary, privileged, Intellectual Property, and/or trade secret information concerning the Company Entities' business, including, but not limited to, concepts; ideas; designs; formulas; techniques; strategies; financial information; sales information; customer trends; employee information; human resources information; payroll information; accounting information; advertising information; marketing information; development information; technical data; operations procedures and methods; product information; sensitive customer information; Payment Card Industry (PCI) data, sensitive personal identifiable information (PII); sensitive information provided to the Company Entities by vendors, franchisees, or other third parties; information that the Company Entities have an obligation to protect; and/or any other sensitive data received by the Company Entities (collectively, "Confidential Information"). I further agree that I will not use or disclose any Confidential Information without express and proper authorization from Company. Upon cessation of my contingent work for Company or one of its subsidiaries, I shall return to the Company Entities all tangible Confidential Information in my possession, custody, or control. I understand and acknowledge that my unauthorized use or

disclosure of Confidential Information could cause substantial or irreparable harm to the Company Entities.

5. General Provisions. I agree and acknowledge that: (a) this Agreement shall bind my heirs, executors, and administrators, and shall inure to the benefit of the Company Entities' successors and assigns; (b) if I breach this Agreement, the Company Entities will be entitled to seek both money damages and injunctive relief (without bond) against me; (c) this Agreement will be governed, enforced, and construed by the laws of the State of Oklahoma; (d) I shall be liable to the Company Entities for any and all costs and attorney fees incurred by them in enforcing my obligations under this Agreement; (e) if any part of this Agreement is void, voidable, or unenforceable for any reason, then the remainder of the Agreement will remain in full force and effect; (f) to the extent I have any questions concerning this Agreement, I have been given the opportunity and time to fully discuss them with Company; (g) I have knowingly and freely signed this Agreement for its stated purpose; and (h) I have been given the opportunity to consult with an attorney.

6. Immunity Notice. I am hereby notified that I shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret if that disclosure is: (i) in confidence to a Federal, State or local government official, either directly or indirectly, or to an attorney in confidence and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in legal proceeding if such filing is made under seal; or (iii) to an attorney representing me in a retaliation lawsuit against for reporting a suspected violation of law or to use the trade secret information in that suit, provided that any document containing the trade secret is filed under seal and I do not disclose the trade secret, except pursuant to court order.

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Printed Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date