



Riafox Proprietary Inventions Agreement

In consideration of my contractor status with RIA Fox Inc. (the "Company"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. **RECOGNITION OF COMPANY'S RIGHTS; NONDISCLOSURE.** At all times during the term of my contract and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns and the Company and its assigns shall be the sole owner of all trade secret rights, patent rights, copyrights, mask work rights and all other rights throughout the world (collectively, "Proprietary Rights") in connection therewith.

The term "Proprietary Information" shall mean trade secrets, confidential

knowledge, data or any other proprietary information of the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and information regarding the skills and compensation of other employees and/or contractors of the Company.

2. THIRD PARTY INFORMATION. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my contract and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose (to anyone other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

3. ASSIGNMENT OF INVENTIONS.

1. ASSIGNMENT. I hereby assign to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, within the scope during the period of my contractual relationship with the Company which are related to or useful in the business of the Company or result from tasks assigned to me by the Company or result from the use of premises leased, owned or contracted for by the Company. Inventions assigned to or as directed by the Company by this paragraph 3 are hereinafter referred to as "Company Inventions."
2. GOVERNMENT. I also assign to or as directed by the Company all my right, title and interest in and to any and all Inventions, full title to which is required to be in the United States by a contract between the Company and the United States or any of its agencies.
3. WORKS FOR HIRE. I acknowledge that all original works of authorship

which are made by me (solely or jointly with others) within the scope of my contract and which are protected by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101).

4. ENFORCEMENT OF PROPRIETARY RIGHTS. I will assist the Company in every proper way to obtain and from time to time enforce United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my contract, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned thereunder to the Company.

5. OBLIGATION TO KEEP COMPANY INFORMED. During the period of my contract and for six (6) months after termination of my contract with the Company, I will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by me within the scope of this agreement, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within a year after termination of my contract. The Company will keep in confidence and will not disclose to third parties without my consent any

proprietary information disclosed in writing to the Company pursuant to this Agreement.

I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my contract with the Company, which records shall be available to and remain the sole property of the Company at all times.

6. **PRIOR INVENTIONS.** Inventions, if any, patented or unpatented, which I made prior to the commencement of my contract with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on Exhibit A attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my contract with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement. If disclosure of any such Invention on Exhibit A would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Inventions in Exhibit A but am to inform the Company that all such Inventions have not been listed for that reason.
7. **ADDITIONAL ACTIVITIES.** I agree that during the period of my contract with the Company I may, without the Company's express written consent, engage in employment or business activity other than for the Company. I agree further that for the period of my contract with the Company and for one (1) year after the date of termination of my contract from the Company I will not (i) induce any employee of the Company to leave the employ of the Company or (ii) solicit the business of any client or customer of the Company (other than on behalf of the Company).
8. **NO IMPROPER USE OF MATERIALS.** During my contract with the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience

comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

9. NO CONFLICTING OBLIGATION. I represent that my performance of all the terms of this Agreement and as a contractor of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my contract with the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.
10. RETURN OF COMPANY DOCUMENTS. Upon termination of my contract with the Company, I will deliver to the Company any and all drawings, notes, memorandum, specifications, devices belonging to the Company or its Clients, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement for technical and management personnel.
11. LEGAL AND EQUITABLE REMEDIES. Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.
12. NOTICES. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three days after the date of mailing.
13. GENERAL PROVISIONS.
 1. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Idaho as those laws are applied to contracts entered into and to be performed entirely in Idaho by Idaho residents.
 2. ENTIRE AGREEMENT. This Agreement is the final, complete and

exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. As used in this Agreement, the period of my contract includes any time during which I may be retained by the Company as a consultant.

3. SEVERABILITY. If one or more of the provisions in this Agreement are deemed unenforceable by law, then such provision will be deemed stricken from this Agreement and the remaining provisions will continue in full force and effect.
4. SUCCESSORS AND ASSIGNS. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.
5. SURVIVAL. The provisions of this Agreement shall survive the termination of my contract and the assignment of this Agreement by the Company to any successor in interest or other assignee.
6. EMPLOYMENT. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of contract with the Company, nothing in this agreement constitutes an employer/employee relationship, nor shall it interfere in any way with my right or the Company's right to terminate my contract at any time, with or without cause.
7. WAIVER. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

This Agreement shall be effective as of the first day of my contract with the Company as recorded with my contractor documents. "I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY CONTRACT AS FOLLOWS,

1. RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO MY CONTRACT.
2. RESTRICTS ME FROM UTILIZING THIRD PARTY CONFIDENTIAL OR

PROPRIETARY INFORMATION ON RIAFOX PROJECTS DURING OR
SUBSEQUENT TO MY CONTRACT."

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE
COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

Contractor Name: **Bai Feng**



Date: **11 / 02 / 2021**

Signature: **Bai Feng**

Signature Certificate

Document Ref.: Z7AYQ-AVQS9-BHQEL-FQEMD

Document signed by:

	<p>Bai Feng Verified E-mail: baifeng1991321@gmail.com</p> <p>IP: 209.95.60.92 Date: 02 Nov 2021 08:58:38 UTC</p>	<p>Bai Feng</p> 
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02 Nov 2021 08:58:38 UTC

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Signed with PandaDoc.com

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