

**PROPRIETARY INFORMATION, INVENTIONS,
NON-COMPETITION AND NON-SOLICITATION AGREEMENT**

This Proprietary Information, Inventions, Non-competition, and Non-solicitation Agreement (“**Agreement**”) is made in consideration for my employment by Giammona Collective, LLC., a North Carolina Company, or its subsidiaries or affiliates (the “**Company**”), and the compensation now and hereafter paid to me. I hereby agree as follows:

1. NONDISCLOSURE.

1.1 Recognition of Company’s Rights;

Nondisclosure. I recognize that all Proprietary Information (as defined below) is and shall remain the sole and exclusive property of the Company or its designee. At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose or use any Proprietary Information, except as such disclosure or use may be required in connection with my work for the Company or unless the Company expressly authorizes such in writing. I will obtain the Company’s written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at the Company and/or incorporates any Proprietary Information. I agree that upon termination of my employment I will acknowledge my possession of Proprietary Information by signing an appropriate list of all Proprietary Information of which I have knowledge or about which I have acquired information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information. I will take all reasonable precautions to prevent the inadvertent or accidental disclosure of Proprietary Information. If I am ever requested or required by subpoena, court order, or similar process to disclose any Proprietary Information, I agree that I will provide the Company with immediate notice of such request(s) so that the Company may seek an appropriate protective order and/or waive my compliance with the provisions of this Agreement.

1.2 Proprietary Information. The term “**Proprietary Information**” means all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, “Proprietary Information” includes all or any of the following: (a) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, techniques, Assigned Inventions (as defined below), Company Inventions (as defined below) and any other proprietary technology and all trade secrets, patents, copyrights, trademarks and other intellectual property rights throughout the world therein, (b) information

regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, margins, discounts, credit terms, pricing and billing policies, quoting procedures, methods of obtaining business, forecasts, future plans and potential strategies, financial projections and business strategies, operational plans, financing and capital raising plans, activities and agreements, internal services and operational manuals, methods of conducting Company business, suppliers and supplier information and purchasing;; (c) information regarding customers and potential customers of the Company, including customer lists, names, representatives, their needs or desires with respect to the types of products or services offered by the Company, proposals, bids, contracts and their contents and parties, the type and quantity of products and services provided or sought to be provided to customers and potential customers of the Company and other non-public information relating to customers and potential customers; (d) information regarding any of the Company’s business partners and their services, including names, representatives, proposals, bids, contracts and their contents and parties, the type and quantity of products and services received by the Company, and other non-public information relating to business partners; (e) information regarding personnel, employee lists, compensation, and employee skills; and (f) any other non-public information which a competitor of the Company could use to the competitive disadvantage of the Company. Notwithstanding the foregoing, it is understood that, at all such times, the undersigned is free to use information which is generally known in the trade or industry through no breach of this Agreement or other act or omission by the undersigned.

1.3 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 employment and thereafter, I will hold Third Party Information in the strictest confidence and will

not disclose to anyone or use the Third Party Information, except as such disclosure or use may be required in connection with my work for the Company unless expressly authorized by an officer of the Company in writing.

1.4 **No Improper Use of Information of Prior Employers and Others.** During my employment by 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. 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 and I deliver a copy to the Company of such written consent or its assigns. 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 or me.

2. ASSIGNMENT OF INVENTIONS.

2.1 **Proprietary Rights.** The term "**Proprietary Rights**" shall mean all trade secret, trademark, patent, copyright, mask work and/or other intellectual property rights throughout the world.

2.2 **Prior Inventions.** Inventions (as defined below), if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have identified on the attached **Exhibit A** (Prior Inventions) 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 employment 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 (collectively, "**Prior Inventions**"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in **Exhibit A** but am only to disclose a cursory name for each such invention, a listing of the party to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. If no such disclosure is attached or if the attached disclosure is left blank, I represent that there are no Prior

Inventions. I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions (as defined below) without the Company's prior written consent. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine or Company Invention of any kind, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, fully-paid, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, make derivative works of, publicly perform, modify, import, use and sell and exercise any and all present and future rights in such Prior Invention.

2.3 **Assignment of Inventions.** I assign to the Company or its designee and agree to assign in the future to the Company or its designee all my right, title and interest in and to any and all inventions (and all Proprietary Rights with respect thereto), trade secrets, confidential and proprietary information, software programs, discoveries, conceptions, preparations and developments, whether or not eligible for or covered by patent, copyright or trade secret protection (collectively, "**Inventions**"), and whether or not such Inventions constitute works for hire or would otherwise belong to the Company by operation of law which (i) are related to the Company's business or actual or demonstrably anticipated research or development or (ii) were developed during Company time or using Company resources (collectively, "**Assigned Inventions**") that become known to, or are made, conceived, reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as "**Company Inventions.**"

2.4 **Obligation to Keep Company Informed.** I will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by me, either alone or jointly with others, during the period of my employment. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe are non-assignable inventions under the provisions of N.C. GEN. STAT. §66-57.1 (inventions that I developed entirely on my own time without using the Company's equipment, supplies, facility or trade secret information, unless such invention (a) relates to the Company's business or actual or demonstrably anticipated research or development, or (b) results from any work performed by Employee for the

Company) and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief.

2.5 **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 employment and which are protectable by copyright are “works made for hire,” pursuant to United States Copyright Act (17 U.S.C., Section 101).

2.6 **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 employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me and for any reasonable expenses actually incurred by me at the Company’s request on such assistance.

If 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 hereunder to the Company.

3. **NO CONFLICTS OR SOLICITATION.** To protect the Company’s Proprietary Information, I agree that during the period of my employment by the Company I will not, without the Company’s express written consent, enter into any other employment or business activity with any other

person or entity engaged in a Restricted Business (as defined below). I also agree that for the period of my employment by the Company and for one (1) year after the date of termination of my employment with the Company I will not, either directly or through others: (a) solicit or attempt to solicit or induce or attempt to induce any employee, independent contractor or consultant of the Company to terminate his or her relationship with the Company in order to become an employee, independent contractor or consultant to or for any person or entity engaged in a Restricted Business in a Restricted Territory (as defined below); (b) hire or attempt to hire any employee, independent contractor or consultant of the Company as an employee, independent contractor or consultant to or for any person or entity engaged in a Restricted Business in a Restricted Territory; (c) solicit or attempt to solicit any customer or partner of the Company with whom I had contact during my employment with the Company to purchase a product or service competitive with a product or service of the Company; or (d) provide products or services competitive with a product or service of the Company to any customer or partner of the Company with whom I had contact during my employment with the Company. If any restriction set forth in this Section 3 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which such court shall determine it to be enforceable.

3.1 As used in this Agreement, the terms:

(a) **“Restricted Business”** means (i) any business related to the creation, sale, or licensing of massively multiplayer online games or virtual worlds; and (ii) any other business that the Company is actively engaged in researching, developing or marketing at the time of the termination of my employment, provided that this clause (ii) shall only apply if I am involved with the research, development, or marketing of that other business.

(b) **“Restricted Territory”** shall mean (i) the entire world; (ii) North America; (iii) the United States of America; (iv) each state in which the Company does business or did business at any time within two (2) years prior to the termination of my employment with the Company; (v) the States of Maryland, Virginia, North Carolina, South Carolina and Georgia; (vi) the State of North Carolina; and (vii) Wake County. If a court of competent

jurisdiction determines that the Restricted Territory described above in subparagraph (i) is too restrictive, then the parties agree that the Restricted Territory shall be the area specified in subparagraph (ii). If a court of competent jurisdiction determines that the Restricted Territory as set forth in subparagraphs (i) and (ii) above are too restrictive, then the parties agree the Restricted Territory shall be reduced to the area specified in each of the following subsections and in the following order until the court determines an acceptable geographic area: subparagraphs (iii), (iv), (v), (vi) or (vii). If the court determines that all of the areas mentioned above are too restrictive, then the parties agree that the court may reduce or limit the area to enable the intent of this Section to be enforced in the largest acceptable area.

4. **NON-DISPARAGEMENT.** I will not make any disclosures, issue any statements or otherwise cause to be disclosed any information which is designed, intended or might reasonably be anticipated to disparage the Company, its officers or directors, its business, services, products and/or personnel.

5. **RECORDS.** I will keep and maintain adequate and current records of all Proprietary Information developed by me and all Inventions made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

6. **NO CONFLICTING OBLIGATION.** I represent that my performance of all the terms of this Agreement and as an employee 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 employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

7. **RETURN OF COMPANY MATERIALS.** At any time upon request of the Company and when I leave the employ of the Company, I will deliver to the Company, or certify to the destruction of if delivery is impossible, any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information in whatever form such information is contained. I understand and 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 and I understand that I should have no expectation of privacy with regard to the same.

8. **LEGAL AND EQUITABLE REMEDIES.** Because my services are personal and unique, because I will have access to and become acquainted with the Proprietary Information and because the Company would not have an adequate remedy at law for the breach or threatened breach of this Agreement, 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.

9. **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 mail, three days after the date of mailing.

10. **NOTIFICATION OF NEW EMPLOYER.** In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

11. **GENERAL PROVISIONS.**

11.1 **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by and construed according to the laws of the State of North Carolina as such laws are applied to agreements entered into and to be performed entirely within North Carolina between North Carolina residents. I hereby expressly understand and consent that my employment is a transaction of business in the State of North Carolina and constitutes the minimum contacts necessary to make me subject to the personal jurisdiction of the federal courts located in the State of North Carolina, and the state courts located in Wake County, North Carolina, for any lawsuit filed against me by Company arising from or related to this Agreement.

11.2 **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the

provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

11.3 **“Employee”/“Employment” Terms.** For purposes of this Agreement, the term “employee” shall be deemed to include “consultant,” “independent contractor” or “director,” and the term “employment,” or any variation thereof, shall be deemed to include “engagement” or any variation thereof.

11.4 **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.

11.5 **Survival.** The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor-in-interest or other assignee.

11.6 **No Employment Rights.** I agree and understand that my employment is at-will which means I or the Company each have the right to terminate my employment at will, with or without advance notice and with or without cause. I further agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company’s right to terminate my employment at any time, with or without cause or notice.

11.7 **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.

11.8 **Tolling of Limitation Period.** I agree that a breach of any provision(s) of this Agreement will

toll the running of the limitation period with respect to such provision(s) for as long as such breach occurs.

11.9 **Entire Agreement.** The obligations pursuant to Sections 1 through 4 and Sections 6 and 7 (including all subparts) of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as an employee if no other agreement governs nondisclosure and assignment of inventions during such period. 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 with respect to the subject matter hereof. 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.

This Agreement shall be effective as of the first day of my employment with the Company.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE HAD AN OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL. I HAVE COMPLETED EXHIBIT A TO THIS AGREEMENT.

Dated: _____

Signature

Printed Name: _____

Address

**ACCEPTED AND AGREED TO:
GIAMMONA COLLECTIVE, LLC**

By: _____
Carly Giammona, CEO

EXHIBIT A

TO: Giammona Collective, LLC.

FROM: _____

DATE: _____

SUBJECT: PRIOR INVENTIONS

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Giammona Collective, LLC., that have been made or conceived or first reduced to practice by me alone or jointly with others **PRIOR** to my employment by the Company:

☐ No inventions or improvements.

☐ See below:

☐ Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above. Instead, the following provides a cursory name for each such prior invention or improvement, a listing of the party to whom it belongs and a description of my relationship with that party:

Invention or Improvement	Party(ies)	Relationship
1.		
2.		
3.		

☐ Additional sheets attached.