**COMPANY INC.**

# TECHNOLOGY ASSIGNMENT AGREEMENT

This Technology Assignment Agreement (this “**Agreement**”) is entered into as of September 30, 2020, by and between COMPANY Inc., a Delaware corporation (the “**Company**”), and NAME (the “**Assignor**”). The parties hereto agree as follows:

**AGREEMENT**

1. In consideration of the Company’s agreement to issue shares of the Company’s Common Stock to Assignor, Assignor hereby irrevocably assigns, sells, transfers and conveys to the Company all right, title and interest, on a worldwide basis, in and to the technology described in Exhibit A attached hereto and all applicable intellectual property rights, on a worldwide basis, related thereto, including, without limitation, copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and licensing rights (the “**Property**”). In consideration for such transfer of the Property, the Company shall grant to Assignor shares of the Company’s Common Stock. Assignor hereby acknowledges that Assignor retains no right to use the Property and agrees not to challenge the validity of the Company’s ownership of the Property.
2. Upon each request by the Company, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts at the Company’s expense as the Company may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Property, in the Company’s name and for its benefit. In the event the Company is unable for any reason, after reasonable effort, to secure Assignor’s signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Property assigned hereunder.
3. Assignor further agrees to deliver to the Company upon execution of this Agreement any and all tangible manifestations of the Property, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under its control relating to the Property. Such delivery shall include all present and predecessor versions. In addition, Assignor agrees to provide to the Company from and after the execution of this Agreement and at the expense of the Company competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Property.
4. Assignor represents and warrants to the Company that (a) Assignor is the sole owner of the Property and has full and exclusive right to assign the rights assigned herein, (b) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party, (c) all of the Property is free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, (d) the Property is an original work of Assignor, (e) none of the Property infringes, conflicts with or violates any patent or other intellectual property right of any kind (including, without limitation, any trade secret) or similar rights of any third party, (f) Assignor was not acting within the scope of employment or other service arrangements with any third party when conceiving, creating or otherwise performing any activity with respect to the Property, (g) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which Assignor is a party or by which Assignor is bound, and (h) Assignor has maintained the Property in confidence and has not granted, directly or indirectly, any rights or interest whatsoever in the Property to any third party.
5. Assignor further represents and warrants to the Company that no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any patent, trade secret or other intellectual property right or similar right, has been made or is pending or threatened against Assignor relative to the Property. Assignor agrees to promptly inform the Company of any such claim arising or threatened in the future with respect to the Property or any part thereof.
6. Assignor will indemnify and hold harmless the Company, from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys’ fees and court costs) which result from a breach or alleged breach of any representation or warranty of Assignor (a “**Claim**”) set forth in this Agreement, provided that the Company gives Assignor written notice of any such Claim and Assignor has the right to participate in the defense of any such Claim at its expense.
7. This Agreement and the Exhibit attached hereto constitute the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement. 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 parties hereto.
8. This Agreement will be governed and construed in accordance with the laws of the State of New York without giving effect to any conflicts of laws principles that require the application of the law of a different state. Assignor hereby expressly consents to the personal jurisdiction of the state and federal courts located in the county in which the Company has its principal offices for any lawsuit filed there against Assignor by the Company arising from or related to this Agreement.
9. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.
10. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.
11. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned have executed this Technology Assignment Agreement as of the date set forth above.

# COMPANY INC.

By:\_ Name:

Title: Chief Executive Officer

# ASSIGNOR

Name:

**ATTACHMENTS:**

Exhibit A – Description of Technology

# EXHIBIT A DESCRIPTION OF TECHNOLOGY

All Assignor’s discoveries, ideas, business plans, concepts, improvements, domain names, inventions (whether patentable or not), knowledge, know-how, processes, information, data, data collections, procedures, processes, techniques, designs, drawings, flow charts, software code (in any form including source code and executable or object code), user interface, wire frames, formulae, computer programs, trade secrets, works of authorship and trademarks used in connection with or related to the business of the Company, including brand names, product names, logos and slogans, and associated goodwill.

# Proprietary Information and Inventions Agreement

I, NAME , hereby enter into this Proprietary Information and Inventions Agreement, effective as of September 30, 2020, with COMPANY Inc., a Delaware corporation (the “**Company**”).

# Proprietary Information.

* 1. Confidential Restrictions. I agree to hold in strict confidence and in trust for the sole benefit of the Company all Proprietary Information (as defined below) and Personal Information (as defined below) that I may have access to during the course of my engagement with the Company and will not disclose any Proprietary Information or Personal Information, directly or indirectly, to anyone outside of the Company, or use, copy, publish, summarize, or remove from Company premises such information (or remove from the premises any other property of the Company) except (i) during my engagement to the extent necessary to carry out my responsibilities as an employee or contractor, as the case may be, of the Company or (ii) after termination of my engagement, as specifically authorized by the Company. I further understand that the publication of any Proprietary Information or Personal Information through literature or speeches must be approved in advance in writing by the Company. “**Proprietary Information**” shall mean all information and any idea in whatever form, tangible or intangible, whether disclosed to me or learned or developed by me, pertaining in any manner to the business of the Company (or any present or future affiliate of the Company) or to the Company’s or such affiliates’ customers, suppliers, licensors and other commercial partners unless: (i) the information is or becomes publicly known through lawful means; (ii) the information was rightfully in my possession or part of my general knowledge prior to my engagement by the Company; or (iii) the information is disclosed to me without confidential or proprietary restriction by a third party who rightfully possesses the information (without confidential or proprietary restriction) and did not learn of it, directly or indirectly, from the Company. “**Personal Information**” shall mean any information concerning the personal, social or business activities of the officers, directors, principals, members, agents, clients, customers and employees of the Company or its affiliates.
	2. Third Party Information. I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary 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. I agree that I owe the Company and such third parties, during the term of my engagement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm, or corporation (except as necessary in carrying out my work for the Company consistent with the Company’s agreement with such third party) or to use it for the benefit of anyone other than for the Company or such third party (consistent with the Company’s agreement with such third party) without the express written authorization of the Company.
	3. Required Disclosure. I acknowledge and agree that if required to disclose Proprietary Information or Personal Information by a court of competent jurisdiction, by

any governmental agency having supervisory authority over the business of the Company, or by any administrative body or legislative body (including a committee thereof) with jurisdiction to order me to divulge, disclose or make accessible such information, I may do so, provided that in the event that I am ordered by a court or other government agency to disclose any Proprietary Information or Personal Information, I shall (i) promptly notify the Company of such order, (ii) at the written request of the Company, diligently contest such order at the sole expense of the Company as expenses occur, and (iii) at the written request of the Company, seek to obtain, at the sole expense of the Company, such confidential treatment as may be available under applicable laws for any information disclosed under such order.

# Inventions.

* 1. Defined; Statutory Notice. I understand that during the term of my engagement, there are certain restrictions on my development of technology, ideas, and inventions, referred to in this Agreement as “**Invention Ideas**.” The term Invention Ideas means any and all ideas, processes, trademarks, service marks, inventions, technology, computer programs, original works of authorship, designs, formulas, discoveries, patents, copyrights, and all improvements, rights, and claims related to the foregoing that are conceived, developed, or reduced to practice by me alone or with others that:
		1. Relate at the time of conception or reduction to practice of the invention or idea to the Company's business, or actual or demonstrably anticipated research or development of the Company; or
		2. Result from any work performed by me for the Company.
	2. Records of Invention Ideas. I agree to maintain adequate and current written records on the development of all Invention Ideas and to disclose promptly to the Company all Invention Ideas and relevant records, which records will remain the sole property of the Company. I further agree that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer program, original work of authorship, design, formula, discovery, patent, or copyright that I do not believe to be an Invention Idea, but is conceived, developed, or reduced to practice by me (alone or with others) during my period of engagement or during the one (1)-year period following termination of my engagement, shall be promptly disclosed to the Company (such disclosure to be received in confidence). The Company shall examine such information to determine if in fact the idea, process, or invention, etc., is an Invention Idea subject to this Agreement, and the presumption described in Section 2(e) below, shall apply.
	3. Assignment. I hereby assign and agree to assign to the Company, without further consideration, my entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to each Invention Idea, which shall be the sole property of the Company, whether or not patentable. In the event any Invention Idea shall be deemed by the Company to be patentable or otherwise registrable, I will assist the Company (at its expense) in obtaining letters patent or other

applicable registrations thereon and I will execute all documents and do all other things (including testifying at the Company’s expense) necessary or proper to obtain letters patent or other applicable registrations thereon and to vest the Company with full title thereto. Should the Company be unable to secure my signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Invention Idea, whether due to my mental or physical incapacity or any other cause, I hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead, to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by me.

* 1. Exclusions. Except as disclosed in Schedule A, there are no ideas, processes, trademarks, service marks, inventions, technology, computer programs, original works of authorship, designs, formulas, discoveries, patents, copyrights, or improvements to the foregoing that I wish to exclude from the operation of this Agreement.
	2. Post-Termination Period. I acknowledge that because of the difficulty of establishing when any idea, process, invention, etc., is first conceived or developed by me, or whether it results from access to Proprietary Information or the Company’s equipment, facilities and data, I agree that any idea, process, trademark, service mark, invention, technology, computer program, original work of authorship, design, formula, discovery, patent, copyright, or any improvement, rights, or claims related to the foregoing shall be presumed to be an Invention Idea if it is conceived, developed, used, sold, exploited, or reduced to practice by me or with my aid within one (1) year after my termination of engagement with the Company. I can rebut the above presumption if I prove that the invention, idea, process, etc., is not an Invention Idea as defined in paragraph 2(a).
1. **Former or Conflicting Obligations**. During my engagement with the Company, I will not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others. I represent that my performance of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my engagement by the Company. I certify that I have no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude me from complying with the provisions hereof. I further certify that during the term of my engagement with the Company, I will not engage in any other engagement, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of such engagement.

# Non-Competition/Non-Solicitation.

* 1. I acknowledge and recognize the highly competitive nature of the business of the Company and its subsidiaries and affiliates and accordingly I agree as follows:
		1. During the term of my engagement and for one (1) year following the date I cease to be engaged by the Company (the “**Restricted Period**”), I will not directly

or indirectly, (x) engage in any business for my own account that would render me a Direct Competitor, (y) enter the employ of, render any services to, acquire a financial interest in, or otherwise become actively involved with, a Direct Competitor, or (z) interfere with business relationships (whether formed before or after the date of this Agreement) between the Company and customers or suppliers of, or consultants to, the Company that were engaged in, or were immediate prospects for engaging in, business with the Company before my engagement with the Company was terminated. For purposes of this Section 4, the Company shall be construed to include the Company and its subsidiaries and affiliates. For purposes of this Section 4, “**Business**” shall mean a platform for video production services and education. For purposes of this Section 4, “**Direct Competitor**” shall mean any person, entity or subsidiary of an entity that is engaged in any business that competes with the Business. For the avoidance of doubt, where an entity has multiple subsidiaries, only those that are engaged in a business that competes with the Business shall be Direct Competitors hereunder.

* + 1. Notwithstanding anything to the contrary in this Agreement, I acknowledge that I may, directly or indirectly own, solely as an investment, securities of any person engaged in the business of the Company which are publicly traded on a national or regional stock exchange or on the over-the-counter market if I (A) am not a controlling person of, or a member of a group which controls, such person and (B) do not, directly or indirectly, own three percent (3%) or more of any class of securities of such person.
		2. During the Restricted Period, I will not, directly or indirectly, solicit or encourage to cease to work with the Company, or directly or indirectly hire, any person who is an employee of or consultant then under contract with the Company or who was an employee of or consultant then under contract with the Company within the six (6)-month period preceding my termination of engagement without the Company’s written consent.
		3. During the Restricted Period, I will not, directly or indirectly, solicit or encourage to cease to work with the Company, any person or entity that is a client, customer, supplier or contractor of the Company or who was a client, customer, supplier, contractor the Company within the six (6)-month period preceding my termination of engagement without the Company’s written consent.
	1. It is expressly understood and agreed that although I and the Company consider the restrictions contained in this Section 4 to be reasonable, if a judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against me, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and

such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

1. **Government Contracts**. I understand that the Company has or may enter into contracts with the government under which certain intellectual property rights will be required to be protected, assigned, licensed, or otherwise transferred and I hereby agree to execute such other documents and agreements as are necessary to enable the Company to meet its obligations under any such government contracts.
2. **Termination**. I hereby acknowledge and agree that all personal property, including, without limitation, all books, manuals, records, models, drawings, reports, notes, contracts, lists, blueprints, e-mail lists and databases containing member or vendor information, and other documents or materials or copies thereof, Proprietary Information, and equipment furnished to or prepared by me in the course of or incident to my engagement, belong to the Company and will be promptly returned to the Company upon termination of my engagement with the Company. Following my termination, I will not retain any written or other tangible material containing any Proprietary Information or information pertaining to any Invention Idea. I understand that my obligations contained herein will survive the termination of my engagement. In the event of termination of my engagement, I agree to sign and deliver to the Company a certificate stating that I have not retained any Company Proprietary Information or information pertaining to any Invention Idea.

# Miscellaneous Provisions.

* 1. Assignment. I agree that the Company may assign to another person or entity any of its rights under this Agreement, including, without limitation, any successor in interest to the Company or its business operations. This Agreement shall be binding upon me and my heirs, executors, administrators, and successors, and shall inure to the benefit of the Company’s successors and assigns.
	2. Governing Law; Severability. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York. If any provision of this Agreement, or application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.
	3. Entire Agreement. The terms of this Agreement are the final expression of my agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.
	4. Application of this Agreement. I hereby agree that my obligations set forth in Sections 1 and 2 hereof and the definitions of Proprietary Information and Invention Ideas contained therein shall be equally applicable to Proprietary Information and Invention Ideas relating to any work performed by me for the Company prior to the execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NAME

Acknowledged:

COMPANY Inc.

Name:

Title: Chief Executive Officer

# Schedule A to Proprietary Information and Inventions Agreement

**My Prior Inventions**

Except as set forth below, there are no ideas, processes, trademarks, service marks, inventions, technology, computer programs, original works of authorship, designs, formulae, discoveries, patents, copyrights, or any claims, rights, or improvements to the foregoing that I wish to exclude from the operation of this Agreement: