

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7173017

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHN MCLEAR	01/01/2017
STUART CHILDS	04/01/2016
RECEIVING PARTY DATA	
Name:	MCLEAR LTD.
Street Address:	STEEL HOUSE, ALEXANDER PLACE, 13-17 PRINCES ROAD
City:	RICHMOND, SURREY
State/Country:	ENGLAND
Postal Code:	TW10 6DQ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29618264
CORRESPONDENCE DATA	
Fax Number:	(703)621-7155
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	703-621-7140
Email:	mailroom@mg-ip.com, dak@mg-ip.com
Correspondent Name:	MUNCY, GEISSLER, OLDS & LOWE, P.C.
Address Line 1:	4000 LEGATO ROAD, SUITE 310
Address Line 4:	FAIRFAX, VIRGINIA 22033
ATTORNEY DOCKET NUMBER:	5443/0123PUS1
NAME OF SUBMITTER:	JOE MCKINNEY MUNCY
SIGNATURE:	/Joe McKinney Muncy/
DATE SIGNED:	02/11/2022
Total Attachments: 30	
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

First Named Inventor: MCLEAR, John	Examiner: PELLEGRINI, Melanie Sue
Application No.: 29/618,264	Art Unit: 2911
Filed: 20 Sep 2017	Confirmation Number: 5604
Title: WEARABLE FINGER RING DEVICE	
Attorney Docket No.: 5443/0123PUS1	

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

AFFIDAVIT

Dear Sir:

I, Koichi TANIGUCHI, am a Director of McLearn Ltd., a corporation organized and existing under the laws of UNITED KINGDOM, and having an address of STEEL HOUSE, ALEXANDER PLACE, 13-17 PRINCES ROAD, RICHMOND, ENGLAND TW10 6DQ.

Having firsthand knowledge of the facts, I hereby attest that the above-identified invention was made by John MCLEAR and Stuart CHILDS, while employed by McLearn, Ltd.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

DocuSigned by:
Koichi Taniguchi
A114F2362B0A4FF...

Koichi TANIGUCHI
(Signature)

10th February 2022
(Date)

MCLEAR LTD.

CONSULTANCY AGREEMENT

This consultancy agreement (*Agreement*) is executed as of 1 April 2016 (*Effective Date*) by McLearn Ltd., a limited company registered in the United Kingdom (*Company*) and Stuart Childs, a resident of the United Kingdom (*Consultant*).

RECITALS

A. Company desires to compensate Consultant for Consultant's personal services as a consultant of Company;

B. Consultant wishes to be contracted by Company and provide personal services to Company in return for compensation; and

D. Company and Consultant will execute a Stock Option Agreement (the *Option Agreement*) in relation to the equity grant to Consultant which forms part of the compensation.

The parties agree to the following:

1. CONSULTANCY

1.1 **Contracting.** Company hereby contracts Consultant and Consultant hereby accepts such consultancy.

1.2 **Term.** The term of consultancy commences on 1 April 2016 and shall continue until the Agreement is terminated pursuant to Article 6 (the *Term*).

1.3 **Position.** Company hereby provides Consultant the title of VP of Engineering of McLearn Ltd.

1.4 **Duties.** Consultant shall perform the tasks as identified by Company.

1.5 **Policies.** The relationship between the parties shall also be governed by the employment policies and practices of Company relevant to contractors, which may be implemented and amended from time to time, including those relating to protection of confidential information and assignment of inventions, and the terms of the employment policies shall be and hereby are incorporated herein. When the terms of the Agreement differ from the Company's employment policies or practices, the Agreement shall control.

1.6 **Independent contractor status.** You shall be an independent contractor and nothing in this agreement shall render you an employee, worker, agent, or partner of Company and you shall not hold yourself out as such

2. COMPENSATION

2.1 Remuneration. Company shall pay Consultant for Consultant's services an hourly fee of GBP40 beginning on 1 April 2016 and payable no less frequently than monthly in accordance with Company's standard payroll practices. Where Consultant is stationed in China at the direction of Company, then Consultant shall not be paid the hourly fee, and instead shall be paid a rate of GBP400 per day for each day stationed in China. Where Consultant works for 13 or more hours in a day while stationed in China, then the rate for that day shall be GBP500. Where Consultant works for 4 hours or less in a day while stationed in China, then the rate for that day shall be GBP200. Where Consultant is traveling at the direction of Company to China, or any other destination mutually agreed in advance in writing, then Consultant shall be paid GBP200 for each day of travel. Where Consultant works during a day while traveling, then Consultant may either receive the GBP200 daily travel fee, or the hourly salary based on the number of hours worked during that day. Consultant's total remuneration for each month is capped at GBP8,000, excluding expenses. Where Consultant has incurred fees of over GBP8,000 in one month, then the Consultant may carry over the fees in excess of GBP8,000 to the invoice for the next month, or for any successive month, until such fees are paid by Company.

2.2 Invoicing. Consultant shall submit invoices to the Company on a bi-weekly or monthly basis setting out the hours that Consultant has worked for Company during the preceding two-week period or month and any VAT payable. Company shall pay such invoices within 5 business days of receipt.

2.3 Stock options. Subject to Board approval, Consultant shall be eligible to participate in the Company's 2016 Equity Incentive Plan, and receive option grants thereunder for the purchase common stock of the Company (*Options*). Consultant shall be granted options equal to 1.5% of the company's fully-diluted equity capital which shall be governed by the terms and conditions set out in a Notice of Grant and Stock Option Agreement approved by the Board (*Option Agreement*). The terms of the 2016 Equity Incentive Plan and Option Agreement are incorporated herein by reference.

2.4 Standard Company benefits. Consultant shall be entitled to all rights and benefits for which Consultant is eligible under the terms and conditions of the standard Company benefits as are generally provided to contractors of Company and compensation practices which may be in effect from time to time and provided by Company to its contractors generally.

2.5 Expense reimbursement. Company shall reimburse Consultant promptly for reasonable business expenses incurred in accordance with Company's standard reimbursement policy, as amended from time to time.

3. PROPRIETARY INFORMATION AND INVENTIONS OBLIGATIONS

Consultant shall execute and satisfy the obligations of the Proprietary Information and Inventions Assignment Agreement to be provided to Consultant by Company.

4. OUTSIDE ACTIVITIES

4.1 Conflicting interests. Except as permitted by Article 4.2, while contracted by Company, Consultant agrees not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known by him to be adverse or antagonistic to Company, its business or prospects, financial or otherwise.

4.2 Competing enterprises. While contracted by Company, except on behalf of Company, Consultant shall not directly or indirectly, whether as an officer, director, stockholder, partner, proprietor, associate, representative, consultant, or in any capacity whatsoever engage in, become financially interested in, be employed by or have any business connection with any other person, corporation, firm, partnership or other entity whatsoever which were known by him to compete directly with Company, throughout the world, in any line of business engaged in (or planned to be engaged in) by Company; provided, however, that anything above to the contrary notwithstanding, Consultant may own, as a passive investor, securities of any **public competitor** corporation, so long as Consultant's direct holdings in any one such corporation shall not in the aggregate constitute more than 1% of the voting stock of such corporation and may own, as a passive investor, securities of any **private competitor** corporation so long as Consultant's direct holdings in any one such corporation shall not in the aggregate constitute more than 5% of the voting stock of such corporation.

5. FORMER EMPLOYMENT OR CONSULTANCY

5.1 No conflict with existing obligations. Consultant represents that Consultant's performance of all the terms of the Agreement and as a contractor of Company does not and shall not breach or conflict with any agreement or obligation of any kind made prior to Consultant's contracting by Company, including agreements or obligations Consultant may have with prior employers or entities. Consultant has not entered into, and shall not enter into, any agreement or obligation either written or oral in conflict with the Agreement.

5.2 No disclosure of confidential information. If, in spite of the second sentence of Article 5.1, Consultant should find that confidential information belonging to any former employer might be usable in connection with Company's business, Consultant shall not intentionally disclose to Company or use on behalf of Company any confidential information belonging to any of Consultant's former employers except in accordance with agreements between Company and any such former employer. However, during Consultant's contracting by Company, Consultant may use in the performance of Consultant's duties all information which is generally known and used by persons with training and experience comparable to Consultant's own and all information which is common knowledge in the industry or otherwise legally in the public domain.

6. TERMINATION OF CONTRACT

6.1 Termination. Company may terminate the Agreement at any time by giving notice to consultant. Consultant may terminate the Agreement by giving 30 days written notice to Company.

6.2 Cooperation with company after termination. Following termination of Consultant's contract for any reason, Consultant shall fully cooperate with Company in all matters relating to the winding up of Consultant's pending work including, but not limited to, any litigation in which Company is involved, and the orderly transfer of any such pending work to such other employees or consultants as may be designated by Company. To the extent that such cooperation continues for an extended period or requires an excessive amount of time, Company shall reasonably compensate Consultant for such services.

6.3 Publicity; non-disparagement. Consultant may not issue any press release, make any public announcement, or speak with any third party with respect to the Agreement or the relationship between them. Regardless of any dispute that may arise in the future, Consultant shall not disparage, criticize or make statements which may be interpreted as negative, detrimental, or injurious to the other to any individual.

7. DATA PROTECTION

7.1 Consultant consents to the Company holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Consultant including, as appropriate:

(a) information about the Consultant's physical or mental health or condition in order to monitor sickness absence;

(b) the Consultant's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and

(c) information relating to any criminal proceedings in which the Consultant has been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties.

7.2 Consultant consents to the Company making such information available to those who provide products or services to the Company such as advisers, regulatory authorities, governmental or quasi governmental organisations and potential purchasers of the Company or any part of its business.

7.3 Consultant consents to the transfer of such information to the Company's business contacts outside the European Economic Area in order to further its business interests.

8. TRADE SECRET PROTECTION

In addition to the protections provided below, Consultant shall sign a Proprietary Information and Inventions Assignment agreement with Company. So as to protect the trade secrets of Company, Consultant shall not during the Term and for a period of twenty-four (24) months thereafter:

(a) as Consultant hereby acknowledges that Consultants knows and will know through his service for Company that certain employees or contractors of Company

or affiliates of Company hold trade secrets of Company which may be of value to Consultant or a third party, and only to the extent that an employee or contractor of the Company may hold trade secrets of Company: directly or indirectly solicit, encourage, or take any other action which is intended to induce any other employee or contractor of the Company to terminate his or her employment or contractor relationship with the Company, or directly interfere in any manner with the contractual or employment relationship between the Company and any such employee or contractor of the Company;

(b) as Consultant hereby acknowledges that Consultant knows and will know through his service for Company trade secrets of Company, some of which comprise client or partner lists: directly or indirectly, whether for his own account or for the account of any other individual or entity, solicit the business or patronage of any clients or partners of the Company;

(c) as Consultant hereby acknowledges that Consultant knows and will know through his service for Company trade secrets of Company, as Company is an engineering company and has a policy of transparency for employees to learn everything about Company, and in consideration of the receipt of the compensation for services rendered set out in the Agreement, and as a condition of and material inducement to Consultant's employment with the Company: directly or indirectly, for any reason, whether with or without cause, engage in a business activity which may be interpreted by any individual as possibly using such trade secrets, and which competes directly or indirectly with Company.

Due to the difficulty of identifying trade secret theft and the violation of the obligations under the Agreement, where it appears to Company that Consultant is in violation of the obligations, then Consultant shall provide to Company Consultant's records so that Company may determine whether Consultant has violated the obligation.

9. MISCELLANEOUS

9.1 Notices. Any notices provided under the Agreement shall be in writing and shall be deemed effective upon the earlier of (i) personal delivery (including personal delivery by hand); (ii) email (with confirmation of receipt) or (iii) the third day after mailing by first class mail, to Company at its primary office location and to Consultant at Consultant's address as listed on Company payroll.

9.2 Severability. Whenever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law. Where any provision or part provision of the Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part provision, or any determination in another jurisdiction. The Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or part provision was never in the Agreement.

9.3 Waiver. If either party should waive any breach of any provisions of the Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of the Agreement.

9.4 Complete agreement. The Agreement constitutes the entire agreement between Consultant and Company. The Agreement is the complete, final, and exclusive embodiment of the agreement of Consultant and Company with regard to this subject matter and supersedes any prior oral discussions or written communications and agreements. The Agreement is entered into without reliance on any promise or representation other than those expressly contained in the Agreement, and it cannot be modified or amended except in writing signed by an authorized officer of Company.

9.5 Counterparts. The Agreement may be executed in any number of counterparts, including by facsimile delivery, all of which taken together shall constitute one and the same agreement.

9.6 Headings. The headings of the sections of the Agreement are inserted for convenience only and shall not be deemed to constitute a part of the Agreement nor to affect the meaning thereof.

9.7 Successors and assigns. The Agreement is intended to bind and inure to the benefit of and be enforceable by Consultant and Company, and their respective successors, assigns, heirs, executors and administrators, except that Consultant may not assign any of Consultant's duties under the Agreement and Consultant may not assign any of Consultant's rights under the Agreement without the written consent of Company, which shall not be withheld unreasonably.

9.8 Attorney fees. If either party brings any action to enforce its rights under the Agreement, it shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such action should it prevail in the action.

9.9 Governing law; jurisdiction. The Agreement shall be construed in accordance with, and all matters arising out of or relating in any way, whether in contract, tort or otherwise, to the Agreement shall be governed by the law of England and Wales. Each party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of England and Wales without giving effect to principles of conflict of laws. Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, the defense of an inconvenient forum and any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the Agreement in any court referred to in this paragraph.

9.10 Independent Counsel. Consultant has been provided with an opportunity to consult with Consultant's own counsel with respect to the Agreement. Consultant acknowledges that Company or its counsel did not represent Consultant with respect to the Agreement.

Each party has duly read, understood and executed the Agreement in counterpart as of the date first set forth above.

McLear Ltd.

By: [Signature]

Name: Joseph Principe

Title: CEO

Consultant

By: MR STUART CHILDS

Name: [Signature]

EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT

In consideration of my employment or permitted continued employment or contracting by **McLear, Ltd.** (the *Company*), and the compensation now and later paid to me, I hereby agree under this employee proprietary information and inventions assignment agreement (the *Agreement*) as follows:

1. CONFIDENTIALITY

1.1 Nondisclosure; Recognition of Company's Rights. At all times during my employment and thereafter, I will hold in confidence and will not disclose, use, lecture upon, publish or in any other way make public, any of Company's Confidential Information, except as such use is required in connection with my work for Company, or unless a C-level officer (*Officer*) of Company expressly authorizes in writing such disclosure or publication. I will obtain an Officer's written approval before publishing or submitting for publication any material (written, oral, or otherwise) that relates to my work at Company or incorporates any Confidential Information. I hereby assign to Company any rights I have or acquire in any and all Confidential Information and recognize that all Confidential Information will be the sole and exclusive property of Company and its assigns. The foregoing restrictions and assignment shall not apply to any information that (i) is or becomes publicly known through lawful means; (ii) was rightfully in my possession or part of my general knowledge prior to my employment by Company; or (iii) is disclosed to me without confidentiality obligations or restrictions on use or disclosure by a third party who rightfully possesses the information (without confidentiality obligations or restrictions on use or disclosure) and who did not receive such information, directly or indirectly, from Company.

1.2 Confidential Information. The term *Confidential Information* will mean any and all confidential data or information related to Company's business or its actual or demonstrably anticipated research or development, including without limitation (a) trade secrets, inventions, ideas, processes, computer source and object code, data, formulae, programs, other

works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (c) information regarding the skills and compensation of Company's employees, contractors, and any other service providers of Company; and (d) the existence of any business discussions, negotiations, or agreements between Company and any third party.

1.3 Third Party Information. I understand, in addition, that Company has received and in the future will receive from third parties confidential or proprietary information (*Third Party Information*) subject to a duty on 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 strict confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or use, except in connection with my work for Company, Third Party Information, unless expressly authorized by an officer of Company in writing.

1.4 No Improper Use of Information of Prior Employers and Others. I represent that my employment by Company does not and will not breach any agreement with any former employer, including any non-compete agreement or any agreement to keep in confidence information acquired by me in confidence or trust prior to my employment by Company. I further represent that I have not entered into, and will not enter into, any agreement, either written or oral, in conflict with the Agreement. During my employment by Company, I will not improperly use or disclose any confidential

information or trade secrets of any former employer or other third party to whom I have an obligation of confidentiality, and I will not bring onto the premises of Company or use any unpublished documents or any property belonging to any former employer or other third party 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 that is generally known and used by persons with training and experience comparable to my own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by Company. I further represent that there are no agreements with former employers that would in any way conflict with the Agreement, or in any way materially affect my ability to perform my obligations or job duties.

2. INVENTIONS

2.1 Inventions and Intellectual Rights. As used in the Agreement, the term *Invention* means any ideas, concepts, information, materials, processes, data, programs, know-how, improvements, discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques and all Intellectual Property Rights therein. The term *Intellectual Property Rights* means all trade secrets, copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any jurisdiction or country.

2.2 Prior Inventions. I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without Company's prior written consent. In addition, I agree that I will not incorporate into any Company software or otherwise deliver to Company, without Company's prior written consent, any software code licensed under the GNU GPL or LGPL or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Company. I have disclosed on

Exhibit A a complete list of all Inventions that I have, or I have caused to be, alone or jointly with others, conceived, developed, or reduced to practice prior to the commencement of my employment by Company, in which I have an ownership interest or which I have a license to use, and that I wish to have excluded from the scope of the Agreement (collectively referred to as *Prior Inventions*). If no Prior Inventions are listed in *Exhibit A*, I warrant that there are no Prior Inventions. If, in the course of my employment with Company, I incorporate a Prior Invention into a Company process, machine or other work, I hereby grant Company a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Prior Invention.

2.3 Assignment of Company Inventions. Subject to the section titled *Government or Third Party* and except for Inventions that I can prove qualify fully under the provisions of California Labor Code section 2870 and related laws in other jurisdictions related to patents made while out of the workplace as applicable, and which I have set forth in *Exhibit A*, I hereby assign and agree to assign in the future (when any such Inventions or Intellectual Property Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to Company all my right, title, and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, reduced to practice, or learned by me, either alone or with others, in the course of my employment by Company. Inventions assigned to Company or to a third party as directed by Company pursuant to the section titled *Government or Third Party* are referred to in the Agreement as *Company Inventions*. I understand that the invention disclosure form shall be filled out and submitted by me to company forthwith upon invention. Time is of the essence. Company has provided me with this form as part of the

package of documents initiating my employment (*see* Employee policy manual, PIIA, Offer letter and NDA.)

2.4 Obligation to Keep Company Informed.

During the period of my employment, I will promptly and fully disclose to Company in writing (a) all Inventions authored, conceived, or reduced to practice by me, either alone or with others, including any that might be covered under California Labor Code section 2870, and (b) all patent applications filed by me or in which I am named as an inventor or co-inventor.

2.5 Government or Third Party. I also agree to assign all my right, title, and interest in and to any particular Company Invention to a third party, including without limitation the United States, as is directed by Company at any time.

2.6 Enforcement of Intellectual Property Rights and Assistance. During the period of my employment and thereafter, I will assist Company in every proper way to obtain and enforce United States and foreign Intellectual Property Rights relating to Company Inventions in all countries. In the event Company is unable to secure my signature on any document needed in connection with such purposes, I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act on my behalf to execute and file any such documents and to do all other lawfully permitted acts solely to further such purposes with the same legal force and effect as if executed by me.

2.7 Patent Act Remuneration. Where either I or the Company request, we may meet to discuss the applicability of remuneration as may be required where the patent may be of 'outstanding benefit' to the Company as is set out in sections 40-41 of the Patents Act 1977 of the United Kingdom. Where we mutually agree in writing on a sum for the remuneration, Company shall pay such sum and Employee shall agree to not bring any application to appear to the court or the comptroller under the law noted above.

3. RECORDS. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that is required by Company) of all Inventions made by me during the period of my employment by Company, which records will be available to, and remain the sole property of, Company at all times.

4. ADDITIONAL ACTIVITIES. I agree that (a) during the term of my employment by Company, I will not, without Company's express written consent, engage in any other employment or business activity or any activity that would otherwise conflict with my employment by, Company; Further, during employment and for one (1) year thereafter, I will not, either directly or indirectly, solicit or attempt to solicit any employee, independent contractor, consultant or customer of Company to terminate his, her or its relationship with Company in order to become an employee, consultant, independent contractor or customer for any other person or entity, unless otherwise expressly agreed upon by Company in writing signed by an officer of Company; and (c) for the period of my employment by Company and for the maximum period permitted by law thereafter, I will not, either directly or indirectly, divulge any trade secrets or confidential material that relates to my employment with and by Company and engage in any activities that would jeopardize said trade secrets or confidential material or intellectual property.

5. RETURN OF COMPANY PROPERTY. Upon termination of my employment or upon Company's request at any other time, I will deliver to Company all of Company's property, equipment, and documents, together with all copies thereof, and any other material containing or disclosing any Inventions, Third Party Information or Confidential Information of Company and certify in writing that I have fully complied with the foregoing obligation. I agree that I will not copy, delete, or alter any information contained upon my Company computer before I return it to Company. I further agree that any property situated on Company's premises and owned by Company is subject to inspection by Company personnel

at any time with or without notice, and that I do not have any expectation of privacy while on Company premises or networks, or using Company telephones, smart phones, computers or any equipment. I agree that any communications, in any form or format, while on Company premises or networks or using Company equipment, is subject to inspection by Company at any time and that Company may record, store and use such communications for any legal purpose at any time. Prior to leaving, I will cooperate with Company in attending an exit interview and completing and signing Company's termination statement.

6. NOTIFICATION OF NEW EMPLOYER. In the event that I leave the employ of Company, I hereby consent to the notification of my new employer of my rights and obligations under the Agreement, by Company providing a copy of the Agreement or otherwise.

7. GENERAL PROVISIONS.

7.1 Governing Law and Venue. The Agreement and any action related to the Agreement will be governed, controlled, interpreted, and defined by and under the laws of the England and Wales, without giving effect to any conflicts of laws principles. I hereby expressly consent to the personal jurisdiction and venue in the courts in which Company's principal place of business is located for any lawsuit filed there against me by Company arising from or related to the Agreement.

7.2 Severability. If any provision of the Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of the Agreement will be unimpaired and the invalid or unenforceable provision shall be modified so that it is valid and enforceable to the maximum extent permitted by law and true to its original intent or otherwise severed.

7.3 Survival. The Agreement will survive the termination of my employment, whether voluntary or involuntary, and the assignment of the Agreement by Company to any successor-in-interest or other assignee and be binding upon my heirs and legal representatives.

7.4 Employment. I agree and understand that nothing in the Agreement will confer any right with respect to continuation of employment by Company, nor will it interfere in any way with my right or Company's right to terminate my employment at any time, with or without cause and with or without advance notice.

7.5 Notices. Each party must deliver all notices or other communications required or permitted under the Agreement in writing to the other party at the address listed on the signature page, by courier, by email (return receipt requested) or by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

7.6 Injunctive Relief and Liquidated Damages. I acknowledge that, because my services are personal and unique and because I will have access to the Confidential Information of Company, any breach of the Agreement by me may cause irreparable injury to Company for which monetary damages would not be an adequate remedy and, therefore, will entitle Company to seek injunctive relief including specific performance. I further acknowledge that for any violations of the Agreement, Company shall be entitled to liquidated damages in the amount of n/a . The rights and remedies provided to each party in the Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.

7.7 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such

provision on any other occasion.

7.8 Export. I agree not to export, directly or indirectly, any technical data acquired from Company or any products utilizing such data, to countries outside the country in which such technical data was developed so long as such export is in violation of export laws or regulations.

7.9 Entire Agreement. The obligations pursuant to sections of the Agreement titled *Confidentiality* and *Inventions* will apply to any time during which I was previously employed, or am in the future employed, by Company as an independent contractor if no other agreement governs nondisclosure and assignment of inventions during such period. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters of the Agreement, contains the complete terms and conditions between the parties, and supersedes and merges all prior communications between us with respect to such matters. No modification of or amendment to the Agreement, or any waiver of any rights under the Agreement, will be effective unless in writing and signed by me and an Officer of Company. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Agreement. The fact that one party or the other drafted this agreement shall not be a basis to construe any provision against the drafting party

7.10 Entire Agreement. The obligations pursuant to sections of the Agreement titled *Confidentiality* and *Inventions* will apply to any time during which I was previously employed, or am in the future employed, by Company as an independent contractor if no other agreement governs nondisclosure and assignment of inventions during such period. Other than the various written documents entered into with

company, the Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters of the Agreement. No modification of or amendment to the Agreement, or any waiver of any rights under the Agreement, will be effective unless in writing and signed by me and an Officer of Company. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Agreement.

7.10 Assignment. The Agreement shall be binding on my heirs, assigns, executors, administrators, etc., and shall inure to the benefit of Company, its subsidiaries, assigns, etc., and shall be fully assignable and transferable by Company. I further agree that I cannot assign or transfer the Agreement without the express written consent of an Officer and that any purported assignment or transfer shall be void and invalid *ab initio* and shall be construed to be under any good faith belief.

7.11 Independent Advice and Voluntary. I expressly agree that I have had sufficient time to review the Agreement and have had the opportunity to seek legal advice and have independent counsel of my own choosing review the Agreement. I agree that I am entering into the Agreement knowingly, willingly and voluntarily without fraud or duress and that no promises or inducements were made, other than those in my offer of employment from Company.

7.12 Attorney's Fees. In the event Company shall need to enforce its rights under the Agreement, Company shall be entitled to its reasonable attorney's fees, suit money, expenses and costs associated therewith.

8. COOPERATION. Employee shall cooperate with signing any amendments or other documents that may in Company's solely discretionary view become necessary from time to time.

The Agreement will be effective as of the effective date of my employment or consultancy contract with Company.

EMPLOYEE:

McLear Ltd.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS IT WITH INDEPENDENT LEGAL COUNSEL.

ACCEPTED AND AGREED:

Name: MR. SWANSON GIBBS

By: Joseph Principe

Signature: [Signature]

Signature: _____

Date: 9 / JAN / 2017

Title: CEO

Address: 5 SONY BOULEVARD

Date: _____

E-mail: SWANSON@PREFLINK.COM

Address: _____

E-mail: joseph@mcleard.ca

EXHIBIT A
INVENTIONS

1. **Prior Inventions Disclosure.** The following is a complete list of all "Prior Inventions" as defined in Section 2.2:

None

As described:

Please Initial Below:

2. I acknowledge that I will not utilize, incorporate, or disclose any of the above-listed inventions within the course of my employment at McLeor Ltd., where I do not have sole possession, or where I solely do not have the right of assignment. S.C.

3. I acknowledge that if I willingly utilize, incorporate, or disclose any of the above-listed inventions in the course of my employment at McLeor Ltd., where I have sole possession, or where I solely have the right of assignment, then I assign and agree to assign in the future (when any such invention or Intellectual Property Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to McLeor Ltd., all my right, title, and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, reduced to practice, or learned by me, either alone or with others, in the course of my employment by Company, that stem from said utilization, incorporation, or disclosure. S.C.

3.1 **Limited Exclusion Notification.**

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code and related laws in other jurisdictions that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any Invention that you develop entirely on your own time without using Company's equipment, supplies, facilities or trade secret information, except for those inventions that either:

a. Relate at the time of conception or reduction to practice to Company's business, or actual or demonstrably anticipated research or development; or

b. Result from any work performed by you for Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an Invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

McLEAR LTD.

CONSULTANCY AGREEMENT

This consultancy agreement (*Agreement*) is executed as of 1 January 2017 (*Effective Date*) by McLear Ltd., a limited company registered in the United Kingdom (*Company*) and John McLear, a resident of the United Kingdom (*Consultant*).

RECITALS

A. Company desires to compensate Consultant for Consultant's personal services as a consultant of Company; and

B. Consultant wishes to be contracted by Company and provide personal services to Company in return for compensation.

The parties agree to the following:

1. CONSULTANCY

1.1 Contracting. Company hereby contracts Consultant and Consultant hereby accepts such consultancy.

1.2 Term. The term of consultancy commences on 1 January 2017 and shall continue until the Agreement is terminated pursuant to Article 6 (the *Term*).

1.3 Position. Company hereby provides Consultant the title of Chairman and CTO of McLear Ltd.

1.4 Duties. Consultant shall perform the tasks as identified by Company.

1.5 Policies. The relationship between the parties shall also be governed by the employment policies and practices of Company relevant to contractors, which may be implemented and amended from time to time, including those relating to protection of confidential information and assignment of inventions, and the terms of the employment policies shall be and hereby are incorporated herein. When the terms of the Agreement differ from the Company's employment policies or practices, the Agreement shall control.

1.6 Independent contractor status. You shall be an independent contractor and nothing in this agreement shall render you an employee, worker, agent, or partner of Company and you shall not hold yourself out as such

2. COMPENSATION

2.1 Salary. Company shall pay Consultant for Consultant's services a yearly salary of USD120,000 beginning on 1 January 2017 and payable no less frequently than monthly in accordance with Company's standard payroll practices.

2.2 Hours. Consultant shall work 20 hours per week, or more or less as agreed by the parties and applicable, and any previous debts owed to consultant shall be lessened by the amount equal to the hourly fee multiplied by 20 hours per week for the duration of the Agreement.

2.3 Invoicing. Consultant shall submit invoices to the Company on a bi-weekly or monthly basis setting out the hours that Consultant has worked for Company during the preceding two-week period or month and any VAT payable. Company shall pay such invoices within 5 business days of receipt.

2.4 Standard Company benefits. Consultant shall be entitled to all rights and benefits for which Consultant is eligible under the terms and conditions of the standard Company benefits as are generally provided to contractors of Company and compensation practices which may be in effect from time to time and provided by Company to its contractors generally.

2.5 Expense reimbursement. Company shall reimburse Consultant promptly for reasonable business expenses incurred in accordance with Company's standard reimbursement policy, as amended from time to time.

3. PROPRIETARY INFORMATION AND INVENTIONS OBLIGATIONS

Consultant shall execute and satisfy the obligations of the Proprietary Information and Inventions Assignment Agreement to be provided to Consultant by Company.

4. OUTSIDE ACTIVITIES

4.1 Conflicting interests. Except as permitted by Article 4.2, while contracted by Company, Consultant agrees not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known by him to be adverse or antagonistic to Company, its business or prospects, financial or otherwise.

4.2 Competing enterprises. While contracted by Company, except on behalf of Company, Consultant shall not directly or indirectly, whether as an officer, director, stockholder, partner, proprietor, associate, representative, consultant, or in any capacity whatsoever engage in, become financially interested in, be employed by or have any business connection with any other person, corporation, firm, partnership or other entity whatsoever which were known by him to compete directly with Company, throughout the world, in any line of business engaged in (or planned to be engaged in) by Company; provided, however, that anything above to the contrary notwithstanding, Consultant may own, as a passive investor, securities of any **public competitor** corporation, so long as Consultant's direct holdings in any one such corporation shall not in the aggregate constitute more than 1% of the voting stock of such corporation and may own, as a passive investor, securities of any **private competitor** corporation so long as Consultant's direct holdings in any one such corporation shall not in the aggregate constitute more than 5% of the voting stock of such corporation.

5. FORMER EMPLOYMENT OR CONSULTANCY

5.1 No conflict with existing obligations. Consultant represents that Consultant's performance of all the terms of the Agreement and as a contractor of Company does not and shall not breach or conflict with any agreement or obligation of any kind made prior to Consultant's contracting by Company, including agreements or obligations Consultant may have with prior employers or entities. Consultant has not entered into, and shall not enter into, any agreement or obligation either written or oral in conflict with the Agreement.

5.2 No disclosure of confidential information. If, in spite of the second sentence of Article 5.1, Consultant should find that confidential information belonging to any former employer might be usable in connection with Company's business, Consultant shall not intentionally disclose to Company or use on behalf of Company any confidential information belonging to any of Consultant's former employers except in accordance with agreements between Company and any such former employer. However, during Consultant's contracting by Company, Consultant may use in the performance of Consultant's duties all information which is generally known and used by persons with training and experience comparable to Consultant's own and all information which is common knowledge in the industry or otherwise legally in the public domain.

6. TERMINATION OF CONTRACT

6.1 Termination. Company may terminate the Agreement at any time by giving notice to consultant. Consultant may terminate the Agreement by giving 30 days written notice to Company.

6.2 Cooperation with company after termination. Following termination of Consultant's contract for any reason, Consultant shall fully cooperate with Company in all matters relating to the winding up of Consultant's pending work including, but not limited to, any litigation in which Company is involved, and the orderly transfer of any such pending work to such other employees or consultants as may be designated by Company. To the extent that such cooperation continues for an extended period or requires an excessive amount of time, Company shall reasonably compensate Consultant for such services.

6.3 Publicity; non-disparagement. Consultant may not issue any press release, make any public announcement, or speak with any third party with respect to the Agreement or the relationship between them. Regardless of any dispute that may arise in the future, Consultant shall not disparage, criticize or make statements which may be interpreted as negative, detrimental, or injurious to the other to any individual.

7. DATA PROTECTION

7.1 Consultant consents to the Company holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Consultant including, as appropriate:

(a) information about the Consultant's physical or mental health or condition in order to monitor sickness absence;

(b) the Consultant's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and

(c) information relating to any criminal proceedings in which the Consultant has been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties.

7.2 Consultant consents to the Company making such information available to those who provide products or services to the Company such as advisers, regulatory authorities, governmental or quasi governmental organisations and potential purchasers of the Company or any part of its business.

7.3 Consultant consents to the transfer of such information to the Company's business contacts outside the European Economic Area in order to further its business interests.

8. TRADE SECRET PROTECTION

In addition to the protections provided below, Consultant shall sign a Proprietary Information and Inventions Assignment agreement with Company. So as to protect the trade secrets of Company, Consultant shall not during the Term and for a period of twenty-four (24) months thereafter:

(a) as Consultant hereby acknowledges that Consultant knows and will know through his service for Company that certain employees or contractors of Company or affiliates of Company hold trade secrets of Company which may be of value to Consultant or a third party, and only to the extent that an employee or contractor of the Company may hold trade secrets of Company: directly or indirectly solicit, encourage, or take any other action which is intended to induce any other employee or contractor of the Company to terminate his or her employment or contractor relationship with the Company, or directly interfere in any manner with the contractual or employment relationship between the Company and any such employee or contractor of the Company;

(b) as Consultant hereby acknowledges that Consultant knows and will know through his service for Company trade secrets of Company, some of which comprise client or partner lists: directly or indirectly, whether for his own account or for the account of any other individual or entity, solicit the business or patronage of any clients or partners of the Company;

(c) as Consultant hereby acknowledges that Consultant knows and will know through his service for Company trade secrets of Company, as Company is an engineering company and has a policy of transparency for employees to learn everything about Company, and in consideration of the receipt of the compensation for services rendered set out in the Agreement, and as a condition of and material inducement to Consultant's employment with the Company: directly or indirectly, for any reason, whether with or without cause, engage in a business activity which may be interpreted by

any individual as possibly using such trade secrets, and which competes directly or indirectly with Company.

Due to the difficulty of identifying trade secret theft and the violation of the obligations under the Agreement, where it appears to Company that Consultant is in violation of the obligations, then Consultant shall provide to Company Consultant's records so that Company may determine whether Consultant has violated the obligation.

9. MISCELLANEOUS

9.1 Notices. Any notices provided under the Agreement shall be in writing and shall be deemed effective upon the earlier of (i) personal delivery (including personal delivery by hand); (ii) email (with confirmation of receipt) or (iii) the third day after mailing by first class mail, to Company at its primary office location and to Consultant at Consultant's address as listed on Company payroll.

9.2 Severability. Whenever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law. Where any provision or part provision of the Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part provision, or any determination in another jurisdiction. The Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or part provision was never in the Agreement.

9.3 Waiver. If either party should waive any breach of any provisions of the Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of the Agreement.

9.4 Complete agreement. The Agreement constitutes the entire agreement between Consultant and Company. The Agreement is the complete, final, and exclusive embodiment of the agreement of Consultant and Company with regard to this subject matter and supersedes any prior oral discussions or written communications and agreements. The Agreement is entered into without reliance on any promise or representation other than those expressly contained in the Agreement, and it cannot be modified or amended except in writing signed by an authorized officer of Company.

9.5 Counterparts. The Agreement may be executed in any number of counterparts, including by facsimile delivery, all of which taken together shall constitute one and the same agreement.

9.6 Headings. The headings of the sections of the Agreement are inserted for convenience only and shall not be deemed to constitute a part of the Agreement nor to affect the meaning thereof.

9.7 Successors and assigns. The Agreement is intended to bind and inure to the benefit of and be enforceable by Consultant and Company, and their respective successors, assigns, heirs, executors and administrators, except that Consultant may not assign any of Consultant's duties under the Agreement and Consultant may not assign

any of Consultant's rights under the Agreement without the written consent of Company, which shall not be withheld unreasonably.

9.8 Attorney fees. If either party brings any action to enforce its rights under the Agreement, it shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such action should it prevail in the action.

9.9 Governing law; jurisdiction. The Agreement shall be construed in accordance with, and all matters arising out of or relating in any way, whether in contract, tort or otherwise, to the Agreement shall be governed by the law of England and Wales. Each party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of England and Wales without giving effect to principles of conflict of laws. Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, the defense of an inconvenient forum and any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the Agreement in any court referred to in this paragraph.

9.10 Independent Counsel. Consultant has been provided with an opportunity to consult with Consultant's own counsel with respect to the Agreement. Consultant acknowledges that Company or its counsel did not represent Consultant with respect to the Agreement.

This space is intentionally left blank

Each party has duly read, understood and executed the Agreement in counterpart as of the date first set forth above.

DocuSigned by:
McLear Ltd
By: Joseph Principe
Name: Joseph Principe
Title: CEO

DocuSigned by:
Consultant
By: [Signature]
Name: John McLear

EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT

In consideration of my employment or permitted continued employment or contracting by **McLear, Ltd.** (the *Company*), and the compensation now and later paid to me, I hereby agree under this employee proprietary information and inventions assignment agreement (the *Agreement*) as follows:

1. CONFIDENTIALITY

1.1 Nondisclosure; Recognition of Company's Rights. At all times during my employment and thereafter, I will hold in confidence and will not disclose, use, lecture upon, publish or in any other way make public, any of Company's Confidential Information, except as such use is required in connection with my work for Company, or unless a C-level officer (*Officer*) of Company expressly authorizes in writing such disclosure or publication. I will obtain an Officer's written approval before publishing or submitting for publication any material (written, oral, or otherwise) that relates to my work at Company or incorporates any Confidential Information. I hereby assign to Company any rights I have or acquire in any and all Confidential Information and recognize that all Confidential Information will be the sole and exclusive property of Company and its assigns. The foregoing restrictions and assignment shall not apply to any information that (i) is or becomes publicly known through lawful means; (ii) was rightfully in my possession or part of my general knowledge prior to my employment by Company; or (iii) is disclosed to me without confidentiality obligations or restrictions on use or disclosure by a third party who rightfully possesses the information (without confidentiality obligations or restrictions on use or disclosure) and who did not receive such information, directly or indirectly, from Company.

1.2 Confidential Information. The term *Confidential Information* will mean any and all confidential data or information related to Company's business or its actual or demonstrably anticipated research or development, including without limitation (a) trade secrets, inventions, ideas, processes, computer

source and object code, data, formulae, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (c) information regarding the skills and compensation of Company's employees, contractors, and any other service providers of Company; and (d) the existence of any business discussions, negotiations, or agreements between Company and any third party.

1.3 Third Party Information. I understand, in addition, that Company has received and in the future will receive from third parties confidential or proprietary information (*Third Party Information*) subject to a duty on 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 strict confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or use, except in connection with my work for Company, Third Party Information, unless expressly authorized by an officer of Company in writing.

1.4 No Improper Use of Information of Prior Employers and Others. I represent that my employment by Company does not and will not breach any agreement with any former employer, including any non-compete agreement or any agreement to keep in confidence information acquired by me in confidence or trust prior to my employment by Company. I further represent that I have not entered into, and will not enter into, any agreement, either written or oral, in conflict with the

Agreement. During my employment by Company, I will not improperly use or disclose any confidential information or trade secrets of any former employer or other third party to whom I have an obligation of confidentiality, and I will not bring onto the premises of Company or use any unpublished documents or any property belonging to any former employer or other third party 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 that is generally known and used by persons with training and experience comparable to my own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by Company. I further represent that there are no agreements with former employers that would in any way conflict with the Agreement, or in any way materially affect my ability to perform my obligations or job duties.

2. INVENTIONS

2.1 Inventions and Intellectual Rights. As used in the Agreement, the term *Invention* means any ideas, concepts, information, materials, processes, data, programs, know-how, improvements, discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques and all Intellectual Property Rights therein. The term *Intellectual Property Rights* means all trade secrets, copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any jurisdiction or country.

2.2 Prior Inventions. I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without Company's prior written consent. In addition, I agree that I will not incorporate into any Company software or otherwise deliver to Company, without Company's prior written consent, any software code licensed under the GNU GPL or LGPL or any other license that, by its terms, requires or conditions the use or distribution of such code

on the disclosure, licensing, or distribution of any source code owned or licensed by Company. I have disclosed on **Exhibit A** a complete list of all Inventions that I have, or I have caused to be, alone or jointly with others, conceived, developed, or reduced to practice prior to the commencement of my employment by Company, in which I have an ownership interest or which I have a license to use, and that I wish to have excluded from the scope of the Agreement (collectively referred to as **Prior Inventions**). If no Prior Inventions are listed in **Exhibit A**, I warrant that there are no Prior Inventions. If, in the course of my employment with Company, I incorporate a Prior Invention into a Company process, machine or other work, I hereby grant Company a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Prior Invention.

2.3 Assignment of Company Inventions. Subject to the section titled **Government or Third Party** and except for Inventions that I can prove qualify fully under the provisions of California Labor Code section 2870 and related laws in other jurisdictions related to patents made while out of the workplace as applicable, and which I have set forth in **Exhibit A**, I hereby assign and agree to assign in the future (when any such Inventions or Intellectual Property Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to Company all my right, title, and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, reduced to practice, or learned by me, either alone or with others, in the course of my employment by Company. Inventions assigned to Company or to a third party as directed by Company pursuant to the section titled **Government or Third Party** are referred to in the Agreement as **Company Inventions**. I understand that the invention disclosure form shall be filled out and submitted by me to company

forthwith upon invention. Time is of the essence. Company has provided me with this form as part of the package of documents initiating my employment (*see* Employee policy manual, PIIA, Offer letter and NDA.)

2.4 Obligation to Keep Company Informed.

During the period of my employment, I will promptly and fully disclose to Company in writing (a) all Inventions authored, conceived, or reduced to practice by me, either alone or with others, including any that might be covered under California Labor Code section 2870, and (b) all patent applications filed by me or in which I am named as an inventor or co-inventor.

2.5 Government or Third Party. I also agree to assign all my right, title, and interest in and to any particular Company Invention to a third party, including without limitation the United States, as is directed by Company at any time.

2.6 Enforcement of Intellectual Property Rights and Assistance. During the period of my employment and thereafter, I will assist Company in every proper way to obtain and enforce United States and foreign Intellectual Property Rights relating to Company Inventions in all countries. In the event Company is unable to secure my signature on any document needed in connection with such purposes, I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act on my behalf to execute and file any such documents and to do all other lawfully permitted acts solely to further such purposes with the same legal force and effect as if executed by me.

2.7 Patent Act Remuneration. Where either I or the Company request, we may meet to discuss the applicability of remuneration as may be required where the patent may be of 'outstanding benefit' to the Company as is set out in sections 40-41 of the Patents Act 1977 of the United Kingdom. Where we mutually agree in writing on a sum for the remuneration, Company shall pay such sum and Employee shall agree to not bring any

application to appear to the court or the comptroller under the law noted above.

3. RECORDS. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that is required by Company) of all Inventions made by me during the period of my employment by Company, which records will be available to, and remain the sole property of, Company at all times.

4. ADDITIONAL ACTIVITIES. I agree that (a) during the term of my employment by Company, I will not, without Company's express written consent, engage in any other employment or business activity or any activity that would otherwise conflict with my employment by, Company; Further, during employment and for one (1) year thereafter, I will not, either directly or indirectly, solicit or attempt to solicit any employee, independent contractor, consultant or customer of Company to terminate his, her or its relationship with Company in order to become an employee, consultant, independent contractor or customer for any other person or entity, unless otherwise expressly agreed upon by Company in writing signed by an officer of Company; and (c) for the period of my employment by Company and for the maximum period permitted by law thereafter, I will not, either directly or indirectly, divulge any trade secrets or confidential material that relates to my employment with and by Company and engage in any activities that would jeopardize said trade secrets or confidential material or intellectual property.

5. RETURN OF COMPANY PROPERTY. Upon termination of my employment or upon Company's request at any other time, I will deliver to Company all of Company's property, equipment, and documents, together with all copies thereof, and any other material containing or disclosing any Inventions, Third Party Information or Confidential Information of Company and certify in writing that I have fully complied with the foregoing obligation. I agree that I will not copy, delete, or alter any information contained upon my Company computer

before I return it to Company. I further agree that any property situated on Company's premises and owned by Company is subject to inspection by Company personnel at any time with or without notice, and that I do not have any expectation of privacy while on Company premises or networks, or using Company telephones, smart phones, computers or any equipment. I agree that any communications, in any form or format, while on Company premises or networks or using Company equipment, is subject to inspection by Company at any time and that Company may record, store and use such communications for any legal purpose at any time. Prior to leaving, I will cooperate with Company in attending an exit interview and completing and signing Company's termination statement.

6. NOTIFICATION OF NEW EMPLOYER. In the event that I leave the employ of Company, I hereby consent to the notification of my new employer of my rights and obligations under the Agreement, by Company providing a copy of the Agreement or otherwise.

7. GENERAL PROVISIONS.

7.1 Governing Law and Venue. The Agreement and any action related to the Agreement will be governed, controlled, interpreted, and defined by and under the laws of the England and Wales, without giving effect to any conflicts of laws principles. I hereby expressly consent to the personal jurisdiction and venue in the courts in which Company's principal place of business is located for any lawsuit filed there against me by Company arising from or related to the Agreement.

7.2 Severability. If any provision of the Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of the Agreement will be unimpaired and the invalid or unenforceable provision shall be modified so that it is valid and enforceable to the maximum extent permitted by law and true to its original intent or otherwise severed.

7.3 Survival. The Agreement will survive the termination of my employment, whether voluntary or

involuntary, and the assignment of the Agreement by Company to any successor-in-interest or other assignee and be binding upon my heirs and legal representatives.

7.4 Employment. I agree and understand that nothing in the Agreement will confer any right with respect to continuation of employment by Company, nor will it interfere in any way with my right or Company's right to terminate my employment at any time, with or without cause and with or without advance notice.

7.5 Notices. Each party must deliver all notices or other communications required or permitted under the Agreement in writing to the other party at the address listed on the signature page, by courier, by email (return receipt requested) or by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

7.6 Injunctive Relief and Liquidated Damages. I acknowledge that, because my services are personal and unique and because I will have access to the Confidential Information of Company, any breach of the Agreement by me may cause irreparable injury to Company for which monetary damages would not be an adequate remedy and, therefore, will entitle Company to seek injunctive relief including specific performance. I further acknowledge that for any violations of the Agreement, Company shall be entitled to liquidated damages in the amount of n/a . The rights and remedies provided to each party in the Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.

7.7 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

7.8 Export. I agree not to export, directly or indirectly, any technical data acquired from Company or any products utilizing such data, to countries outside the country in which such technical data was developed so long as such export is in violation of export laws or regulations.

7.9 Entire Agreement. The obligations pursuant to sections of the Agreement titled **Confidentiality** and **Inventions** will apply to any time during which I was previously employed, or am in the future employed, by Company as an independent contractor if no other agreement governs nondisclosure and assignment of inventions during such period. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters of the Agreement, contains the complete terms and conditions between the parties, and supersedes and merges all prior communications between us with respect to such matters. No modification of or amendment to the Agreement, or any waiver of any rights under the Agreement, will be effective unless in writing and signed by me and an Officer of Company. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Agreement. The fact that one party or the other drafted this agreement shall not be a basis to construe any provision against the drafting party

7.10 Entire Agreement. The obligations pursuant to sections of the Agreement titled **Confidentiality** and **Inventions** will apply to any time during which I was previously employed, or am in the future employed, by Company as an independent contractor if no other agreement governs nondisclosure and assignment of inventions during such period. Other

than the various written documents entered into with company, the Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters of the Agreement. No modification of or amendment to the Agreement, or any waiver of any rights under the Agreement, will be effective unless in writing and signed by me and an Officer of Company. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Agreement.

7.10 Assignment. The Agreement shall be binding on my heirs, assigns, executors, administrators, etc., and shall inure to the benefit of Company, its subsidiaries, assigns, etc., and shall be fully assignable and transferable by Company. I further agree that I cannot assign or transfer the Agreement without the express written consent of an Officer and that any purported assignment or transfer shall be void and invalid *ab initio* and shall be construed to be under any good faith belief.

7.11 Independent Advice and Voluntary. I expressly agree that I have had sufficient time to review the Agreement and have had the opportunity to seek legal advice and have independent counsel of my own choosing review the Agreement. I agree that I am entering into the Agreement knowingly, willingly and voluntarily without fraud or duress and that no promises or inducements were made, other than those in my offer of employment from Company.

7.12 Attorney's Fees. In the event Company shall need to enforce its rights under the Agreement, Company shall be entitled to its reasonable attorney's fees, suit money, expenses and costs associated therewith.

8. COOPERATION. Employee shall cooperate with signing any amendments or other documents that may in Company's solely discretionary view become necessary from time to time.

The Agreement will be effective as of the effective date of my employment or consultancy contract with Company.

EMPLOYEE:

**I ACKNOWLEDGE THAT I HAVE READ AND
UNDERSTAND THIS AGREEMENT AND HAVE
BEEN GIVEN THE OPPORTUNITY TO
DISCUSS IT WITH INDEPENDENT LEGAL
COUNSEL.**

Name: John McLear

Signature: 

Date: 03/01/2017

Address: Upper Swain Royd Farm, Wilsden Road


BD15 9AD, England

E-mail: john@mclear.co.uk

McLear Ltd.

ACCEPTED AND AGREED:

By: Joseph Principe

Signature: 

Title: CEO

Date: 03/01/2017

Address: 215 W 5th St #207, Los Angeles, CA 90013

E-mail: joseph@mclear.co

EXHIBIT A
INVENTIONS

1. Prior Inventions Disclosure. The following is a complete list of all "Prior Inventions" as defined in Section 2.2:

- ☐ None
☐ As described:

Please Initial Below.

2. I acknowledge that I will not utilize, incorporate, or disclose any of the above-listed inventions within the course of my employment at McLear Ltd., where I do not have sole possession, or where I solely do not have the right of assignment. _____

3. I acknowledge that if I willingly utilize, incorporate, or disclose any of the above-listed inventions in the course of my employment at McLear Ltd., where I have sole possession, or where I solely have the right of assignment, then I assign and agree to assign in the future (when any such Inventions or Intellectual Property Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to McLear Ltd., all my right, title, and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, reduced to practice, or learned by me, either alone or with others, in the course of my employment by Company, that stem from said utilization, incorporation, or disclosure. _____

3. Limited Exclusion Notification.

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code and related laws in other jurisdictions that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any Invention that you develop entirely on your own time without using Company's equipment, supplies, facilities or trade secret information, except for those Inventions that either:

a. Relate at the time of conception or reduction to practice to Company's business, or actual or demonstrably anticipated research or development; or

b. Result from any work performed by you for Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an Invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or Invention covered by a contract between Company and the United States or any of its agencies requiring full title to such patent or Invention to be in the United States.