

Confidentiality and Proprietary Rights Agreement

As a condition of the undersigned Worker becoming employed or continuing to remain employed with WMBE Payrolling, dba TCWGlobal or one of its affiliates, successors, subsidiaries, assigns, or parent companies ("TCWGlobal"), for placement on an engagement with Client Company or Client Company's affiliates, successors, subsidiaries, assign, or parent companies ("Client"), and in consideration of employment and receipt of compensation now and hereafter paid by TCWGlobal, which the Worker acknowledges to be good and valuable consideration for Worker's obligations hereunder, the Worker hereby agree as follows:

1. Confidentiality and Security.

(a) Confidential Information.

THE CLIENT IS AN INTENDED THIRD-PARTY BENEFICIARY TO THIS AGREEMENT. The Worker understands and acknowledges that during the course of the engagement with the Client, Worker will have access to and learn about confidential, secret and proprietary documents, materials and other information relating to the Client and its businesses and existing and prospective customers, suppliers, investors and other associated third parties ("**Confidential Information**"). The Worker further understands and acknowledges that this Confidential Information and the Client's ability to reserve it for the exclusive knowledge and use of the Client is of great competitive importance and commercial value, and that improper use or disclosure of the Confidential Information by the Worker might cause the Client to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages and criminal penalties.

For purposes of this Agreement, Confidential Information includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, web design, work-in-process, databases, manuals, records, articles, systems, material, vendor information, results, accounting information/records, legal information, marketing/advertising information, pricing information, credit information, design information, payroll/staffing information, personnel information, vendor lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, sales information, notes, communications, algorithms, product plans, designs, styles, models, ideas, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, customer lists of the Client or its businesses or any existing or prospective customer, vendor or other associated third party, or of any other person or entity that has entrusted information to the Client in confidence.

The Worker understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as

confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

The Worker understands and agrees that Confidential Information developed by him/her in the course of the engagement with a Client of TCWGlobal shall be subject to the terms and conditions of this Agreement as if the Client furnished the same Confidential Information to the Worker in the first instance. Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to the Worker, provided that such disclosure is through no direct or indirect fault of the Worker or person(s) acting on the Worker's behalf.

(b) Disclosure and Use Restrictions.

(i) The Worker agrees and covenants:

(A) to treat all Confidential Information as strictly confidential;

(B) not to directly or indirectly disclose, publish, communicate or make available Confidential Information, in whole or part, to any entity or person whatsoever not having a need to know and authority to know and use the Confidential Information in connection with the business of the Client and, in any event, not to anyone outside of the direct employ of the Client or TCWGlobal except as required in the performance of the Worker's authorized duties for the Client and only after execution of a confidentiality agreement by the third party with whom Confidential Information will be shared or with the prior consent of an authorized officer acting on behalf of the Client in each instance and then, such disclosure shall be made only within the limits and to the extent of such duties or consent; and

(C) not to access or use any Confidential Information, and not to copy any documents, records, files, media or other resources containing any Confidential Information, or remove any such documents, records, files, media or other resources from the premises or control of the Client, except as required in the performance of the Worker's engagement with the Client or with the prior consent of an authorized officer acting on behalf of the Client in each instance and then, such disclosure shall be made only within the limits and to the extent of such duties or consent. The Worker understands and acknowledges that the Worker's obligations under this Agreement regarding any particular Confidential Information begin immediately and shall continue during and after the Worker's employment by TCWGlobal for an engagement with Client until the Confidential Information has become public knowledge other than as a result of the Worker's breach of this Agreement or a breach by those acting in concert with the Worker or on the Worker's behalf.

(ii) Permitted disclosures. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable

law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Worker shall promptly provide written notice of any such order to an authorized officer of the Client and TCWGlobal within 5 business days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Client to contest the order or seek confidentiality protections, as determined in the Client's sole discretion.

(iii) Nothing in this Agreement is intended to interfere with the Worker's rights under California Code of Civil Procedure §§ 1001 and 1670.11 or California Government Code § 12964.5, or to prevent the Worker from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the Worker has reason to believe is unlawful.

(iv) Nothing in this Agreement prohibits or restricts the Worker (or Worker's attorney) from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization, or any other federal or state regulatory authority.

(v) Nothing in this Agreement in any way prohibits or is intended to restrict or impede the Worker from discussing the terms and conditions of the Worker's employment with coworkers or union representatives/exercising protected rights under Section 7 of the National Labor Relations Act/exercising protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclosing information as permitted by law.

(vi) Notice of Immunity Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016. Notwithstanding any other provision of this Agreement:

(A) The Worker will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(B) If the Worker files a lawsuit for retaliation by TCWGlobal or Client for reporting a suspected violation of law, the Worker may disclose TCWGlobal or Client's trade secrets to the Worker's attorney and use the trade secret information in the court proceeding if the Worker (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

(c) Duration of Confidentiality Obligations.

The Worker understands and acknowledges that Worker's obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon the Worker first having access to such Confidential Information and shall continue during and after Worker's engagement with the Client until such time as such Confidential Information has become public knowledge other than as a result of the Worker's breach of this Agreement or breach by those acting in concert with the Worker or on the Worker's behalf.

2. Inventions.

(a) Disclosure of Inventions.

The Worker acknowledges and agrees that he/she will be in a position which could provide the opportunity for conceiving and/or reducing to practice inventions, improvements, developments, ideas or discoveries whether patentable or unpatentable (collectively hereinafter referred to as "**Inventions**", which is further defined below). Accordingly, the Worker agrees to promptly disclose to the Client in confidence and in writing all Inventions conceived or reduced to practice by the Worker while performing the engagement with the Client, either solely or jointly with others, and whether or not during regular working hours. The Worker further agrees to maintain adequate and current written records of such Inventions.

For purposes of this Agreement, Inventions include, but are not limited to, Client information, including plans, publications, research, strategies, techniques, agreements, documents, contracts, terms of agreements, negotiations, know-how, computer programs, computer applications, software design, web design, work in process, databases, manuals, results, developments, reports, graphics, drawings, market studies, formulae, notes, communications, algorithms, product plans, product designs, styles, models, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, client information, customer lists, client lists, manufacturing information, marketing information, advertising information, and sales information.

(b) Client Inventions.

The assignment provisions in Section 2(c) shall apply only to "**Client Inventions**" as defined herein. Client Inventions shall mean any Invention that meets any one of the following criteria:

- (i) Relates, at the time of conception or reduction to practice of the Invention to: (A) the Client's business, project or products, or to the manufacture or utilization thereof; or (B) the actual or demonstrably anticipated research or development of the Client.
- (ii) Results from any work performed directly or indirectly by the Worker for the Client.
- (iii) Results, at least in part, from the Worker's use of the Client's time, equipment, supplies, facilities or trade secret information.

Provided, however, that a Client Invention shall not include any Invention which qualifies fully under the provisions of California Labor Code Section 2870, including any idea or invention which is developed entirely on the Worker's own time without using the Client's equipment, supplies, facilities or trade secret information, and which is not related to the Client's business, either actual or demonstrably anticipated, and which does not result from work performed for the Client.

(c) Assignment of Company Inventions.

The Worker hereby assigns, and agrees to assign, to the Client, all Worker's rights, title and interest in and to all Client Inventions. Also, the Worker hereby assigns, and agrees to assign, to the Company all Inventions conceived or reduced to practice by the Worker within one year following the end of the project with the Client, if the Invention is a result of Client information obtained by the Worker during Worker's engagement with the Client.

(d) Execution of Necessary Documents.

The Worker agrees that, upon request and without compensation therefor, but at no expense to the Worker, whether during the engagement with Client or thereafter, the Worker will all do lawful acts, including the execution of papers and lawful oaths and the giving of testimony, that in the opinion of the Client, its successors and assigns, may be necessary or desirable in obtaining, sustaining, reissuing, extending or enforcing United States and foreign Letters Patent, including Design Patents, on all of such Client Inventions, and for perfecting, affirming, maintaining or recording the Client's complete ownership and title thereto, and to otherwise cooperate in all proceedings and matters relating thereto.

The Worker hereby irrevocably grants the Client power of attorney to execute and deliver any such documents on the Worker's behalf in Worker's name and to do all other lawfully permitted acts to transfer the Inventions to the Client and further the transfer, issuance, prosecution and maintenance of all rights therein, to the full extent permitted by law, if the Worker does not promptly cooperate with the Client's request. The power of attorney is coupled with an interest and shall not be affected by the Worker's subsequent incapacity.

(e) Exceptions.

The Worker has listed on the attached Exhibit A [**to be provided by Worker at time of execution, if applicable**] all unpatented, but potentially patentable, ideas and inventions conceived before this project and which have not been assigned to a former Company and which are, therefore, excluded from the scope of this Agreement.

(f) Work Made for Hire.

The Worker acknowledges that, by reason of being employed with TCWGlobal and placed on engagement with Client at the relevant times, to the extent permitted by law, all writings, works of authorship, technology, inventions, discoveries, ideas and other work product of any nature whatsoever (collectively referred to as Work Product) consisting of

copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Client.

(g) Moral Rights.

To the extent any copyrights are assigned under this Agreement, the Worker hereby irrevocably waives, to the extent permitted by applicable law, any and all claims the Worker may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" with respect to all Inventions and Work Product therein.

(h) No License.

The Worker understands that this Agreement does not, and shall not be construed to, grant the Worker any license or right of any nature with respect to any Inventions, Work Product, or any Confidential Information, materials, software or other tools made available to him/her by the Client.

3. Security.

(a) Security and Access.

The Worker agrees and covenants (i) to comply with all Client's security policies and procedures as in force from time to time including without limitation those regarding computer equipment, facilities access, access codes, Client's intranet, internet, computer systems/networks, document storage systems, data security, passwords and any and all other Client facilities, IT resources and communication technologies ("**Facilities Information Technology and Access Resources**"); (ii) not to access or use any Facilities and Information Technology Resources except as authorized by Client; and (iii) not to access or use any Facilities and Information Technology Resources in any manner after the termination of the Worker's work on the engagement with the Client. The Worker agrees to notify the Client and TCWGlobal promptly in the event Worker learns of any violation of the foregoing by others, or of any other misappropriation or unauthorized access, use, reproduction or reverse engineering of, or tampering with any Facilities and Information Technology Access Resources or other Client property or materials by others.

(b) Exit Obligations.

Upon (i) termination of the Worker's engagement with Client or (ii) the Client's request at any time during the Worker's work on project, the Worker shall (A) provide or return to the Client any and all Client property, data and all documents and materials belonging to the Client and stored in any fashion, including but not limited to those that constitute or contain any Confidential Information or Work Product, that are in the possession or control of the Worker, whether they were provided to the Worker by the Client or any of its business associates or created by the Worker in connection with Worker's work on the project at the Client; and (B) delete or destroy all copies of any such documents and materials not returned to the Client that remain in the Worker's possession or control, including those stored on any non-Client devices, networks, storage locations and media in the Worker's possession or control.

4. Acknowledgement. The Worker acknowledges and agrees that the services to be rendered by him/her while on engagement with the Client are of a special and unique character; that the Worker will obtain knowledge and skill relevant to the Client's industry, methods of doing business and marketing strategies by virtue of the Worker's work; and that the terms and conditions of this Agreement are reasonable under these circumstances. The Worker further acknowledges that the amount of Worker's compensation from TCWGlobal reflects, in part, Worker's obligations and the Client's rights under this Agreement; that Worker has no expectation of any additional compensation, royalties or other payment of any kind than that set forth in the agreements with TCWGlobal; that Worker will not be subject to undue hardship by reason of Worker's full compliance with the terms and conditions of this Agreement or TCWGlobal and Client's enforcement thereof; and that this Agreement is not a contract of employment and shall not be construed as a commitment by either of the Parties to an employment relationship.

5. Remedies. The Worker acknowledges that the Client's Confidential Information and the Client's ability to reserve it for the exclusive knowledge and use of the Client is of great competitive importance and commercial value to the Client, and that improper use or disclosure of the Confidential Information by the Worker will cause irreparable harm to the Client, for which remedies at law will not be adequate. In the event of a breach or threatened breach by the Worker of any of the provisions of this Agreement, the Worker hereby consents and agrees that the Client and/or TCWGlobal shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

6. Governing Law; Jurisdiction and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of California without regard to conflicts-of-law principles. Any action or proceeding by either Party to enforce this Agreement shall be brought only in any state or federal court located in the state of California, county of San Diego. The Parties hereby irrevocably submit to the non-exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

7. Assignment. The Worker may not assign this Agreement or any part hereof. Any purported assignment by the Worker shall be null and void from the initial date of the purported assignment.

8. Entire Agreement. Unless specifically provided herein, this Agreement and the Arbitration Agreement contain all the understandings and representations between the Worker, TCWGlobal, and the Client Company pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. To the extent that any of the terms or conditions contained in this TCWGlobal Confidentiality and Proprietary Rights Agreement may contradict or conflict with any of the terms or conditions set forth in a Client Company Specific Agreement addressing Confidentiality and/or Intellectual Property, it is expressly understood and agreed that the terms of the Client Company Specific Agreement shall take precedence and supersede as it relates to the Worker's engagement with that Client Company.

9. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Worker and by a DULY AUTHORIZED OFFICER of TCWGlobal. No waiver by either of the Parties of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

10. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The Parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement as it deems warranted to carry out the intent and agreement of the Parties as embodied herein to the maximum extent permitted by law. The Parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date of Worker's signature below.

WMBE Payrolling, Inc. dba TCWGlobal

WORKER

Signature: _____

Signature: _____

Print Name: Meagan Guzman

Print Name: _____

Title: HR Compliance Manager

Date: _____

Date: _____