

SLIDERABBIT PRIVACY POLICY

APPLICABLE TO ALL CLIENTS AND PROJECTS

Policies & Procedures:

Employee will comply with, and promote, the policies and procedures of the Company. These include all written policies and procedures of the Company in place, or put in place, during Employee's employment. The Company may modify, change, add, or remove policies or procedures at any time at its sole discretion. Specifically, certain applicable policies are attached.

Intellectual Property.

1. Prior Inventions. Attached to this Agreement as Schedule 1 is a complete and accurate list describing all Inventions (as defined below) belonging to Employee, or jointly held with others, which were conceived, discovered, created, invented, developed and/or reduced to practice by Employee prior to the commencement of employment with the Company (collectively, "Prior Inventions"), and which relate in any way to any business in which the Company is engaged. The lack of a Schedule will mean that there are no such Inventions claims by Employee.
2. Disclosure & Assignment of Inventions and Work Product. Employee will promptly disclose to SlideRabbit in writing all Inventions and Work Product (as defined below) that Employee conceives, develops and/or reduces to practice, either alone or jointly with others, during employment. Employee further assigns and agrees to assign all of his or her rights, title and interest in these Inventions to the Company as directed by the SlideRabbit. In the event that SlideRabbit is unable for any reason to secure Employee's signature to any document required to file, prosecute, register or memorialize the ownership and/or assignment of any Invention, Employee irrevocably designates and appoints the Company's duly authorized officers and agents as Employee's agents and attorneys-in-fact to act for and on my behalf and stand to: (i) execute, file, prosecute, register and/or memorialize the assignment and/or ownership of any Invention; (ii) to execute and file any documentation required for such enforcement; and, (iii) do all other

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lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment and/or ownership of, issuance of and enforcement of any Inventions, all with the same legal force and effect as if executed by me.

Employee acknowledges that he or she is not entitled to use the Inventions or Work Product for his or her own benefit or the benefit of anyone except the Company without written permission from SlideRabbit, and then, only subject to the terms of such permission.

Employee will communicate to the Company any facts known to him or her, and testify in any legal proceedings, sign any lawful papers, make all rightful oaths, execute all divisionals, continuations, continuations-in-part, foreign counterparts, or reissue applications, all assignments, all registrations applications and all other instruments or papers to carry into full force and effect, the assignment, transfer and conveyance hereby made or to be made and generally do everything possible for title to the Inventions and Work Product to be clearly and exclusively held by Company as directed by SlideRabbit.

For purposes of this Agreement, "Inventions" means, without limitation, any and all formulas, algorithms, processes, techniques, designs, developments, technology, patentable and unpatentable inventions and discoveries, and patents, whether or not such Inventions are conceived, developed and/or reduced to practice in the course of Employee's employment, and whether or not such Inventions are patentable, copyrightable or protectable as trade secrets under applicable law.

For purposes of this Agreement, "Work Product" means, without limitation, any and all copyrights and works of authorship in any media now known or hereafter invented (including computer programs, source code, object code, hardware, firmware, software, mask work, applications, files, Internet site content, databases and compilations, documentation and related items), trade and service marks, logos, trade dress, corporate names and other source indicators and the good will of any business symbolized thereby, trade secrets, confidential and proprietary information, documents, analyses, research and lists (including current and potential customer and user lists) and all applications and registrations and recordings, improvements and licenses that relate to any business in which the Company is engaged or

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may become engaged, whether or not such Work Product is patentable, copyrightable or protectable as trade secrets under applicable law.

3. Ownership of Copyrights. Employee acknowledges that any copyrightable works prepared by him or her within the scope of Employee's employment are "works made for hire" under federal law, and that SlideRabbit will be considered the author and owner of such copyrightable works. Any copyrightable works that Company specifically commissions from Employee during employment with SlideRabbit shall be deemed a work made for hire under federal law and, if for any reason such a work cannot be so designated as a work made for hire, Employee assigns to Company all right, title and interest in and to said work(s).
4. Ownership of Intellectual Property. In addition to the foregoing assignment of Inventions and Work Product to the Company, Employee irrevocably transfers and assigns to SlideRabbit: (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets, and other intellectual property rights in any Inventions and Work Product; and, (ii) any and all rights to claim authorship of any Inventions and Work Product, to object to or prevent the modification of any Inventions or Work Product, or to withdraw from circulation or control the publication or distribution of any Inventions or Work Product, and any similar right, existing under applicable juridical or statutory law of any country in the world, or under any treaty. Employee also forever waives and agrees never to assert any and all rights he or she has in, or with respect to, any Inventions or Work Product, even after termination of employment.

Confidential & Trade Secret Information:

Employee understands that the Company has developed through its own initiative, and at great expense, Confidential Information and Trade Secrets, as defined below. During employment, and for three (3) years after any termination for any reason whatsoever, Employee will not, directly or indirectly, except as may be reasonably necessary in the ordinary course of performing the Employee's employment duties on behalf of the Company (but in all cases preserving confidentiality by following the Company's policies and procedures,

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including any necessary non-disclosure agreements), utilize, divulge, communicate, or otherwise publish for the benefit of the Employee or any other entity or person, any Confidential Information or Trade Secret without the prior written consent of the Company.

1. For purposes of this Agreement, "Confidential Information" means all information regarding the Company, its activities, business, customers or vendors which is valuable to the Company, is the subject of reasonable efforts by the Company to maintain its confidentiality, and not generally disclosed to persons not employed, or otherwise engaged, by the Company, but which does not rise to the level of a Trade Secret (as defined below).

Confidential Information includes, but is not limited to, financial plans and data concerning the Company; management planning information; business plans; operational methods; market studies; marketing plans or strategies; product development techniques or plans; service and design methods, customer lists; details of customer contacts; current and anticipated customer requirements; customer pricing; past, current and planned research and development; business acquisition plans; employee compensation and other personnel information; new personnel acquisition plans; and information received by the Company from third parties to whom the Company has represented that it will maintain the confidentiality of such information.

2. For purposes of this Agreement, "Trade Secrets" are the whole or any portion or phase of any scientific or technical information or data, a design, process, procedure, formula, compilation, program, device, method, technique, improvement, confidential business or financial information, listing of names, addresses, or telephone numbers, or other information relating to the Company's, third parties', or customers' business(es) or profession(s) which is secret and of value. Such information includes, customer lists, customer billing and pricing information, third party contracts and terms, design assets and methods and product or service development information.

Return of Company Property:

Upon termination of this Agreement, or at any other time at the request of SlideRabbit, Employee shall return to SlideRabbit in accordance with its instructions, all of the Company's property including computers, records, notes,

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software, data, memoranda, models, equipment, and other documents and materials pertaining to Employee's work, that is in Employee's possession or control, along with any copies. Employee will, if requested by SlideRabbit, confirm in writing Employee's compliance with this Section 10.