

CONFIDENTIALITY & ASSIGNMENT AGREEMENT

This Confidentiality and Assignment Agreement ("Agreement") is dated as of _____, 2017 (the "Effective Date") by and between **Glantz Inc.** ("Customer" or "Glantz Design"), and _____ ("Temporary Employee"). Customer and Temporary Employee shall be referred to as a "Party" and collectively herein as the "Parties." For purposes of this Agreement, "Affiliate(s)" shall mean any entity directly or indirectly controlling, controlled by, or under common control with Glantz Design.

1. **Confidentiality.** Neither Party shall disclose to any third party any Confidential Information of the other, or use the other party's Confidential Information except to perform its obligations under this Agreement. "Confidential Information" means any information disclosed during performance of this Agreement which relates to any research, development, trade secrets, customers, client names, personnel, finances, technology, systems, proprietary products or business affairs of a Party. Confidential Information does not include information (i) which at the time disclosed to or obtained by the receiving Party is in the public domain; (ii) which becomes part of the public domain through no act, omission or fault of the receiving Party; (iii) which the receiving Party's records demonstrate was developed independently by the receiving Party; or (iv) which is required to be disclosed by law, including, without limitation, by the decision of or notice from any regulatory or governmental authority; provided, however, the receiving Party shall give prior timely notice of such disclosure (where permitted by the applicable law, decision or notice) to the disclosing Party to permit the disclosing Party to object to the further disclosure.

2. **Assignment.** All information, software programs (in source code and object code format), logic diagrams, flow charts, databases, procedural diagrams, maps, documentation and other materials created, developed, reduced to practice, or otherwise or produced hereunder or under any statement of work (whether as individual items and/or a combination of components and whether or not the applicable services are completed), and all rights of patent, copyright, trademark, trade secret and other proprietary rights therein and thereto (the foregoing, collectively, "Work Product"), will be the sole and exclusive property of Customer upon its inception, conception, creation, fixture, development or reduction to practice. All Work Product shall be deemed to be "work made for hire" within the meaning of the Copyright Act of 1976, as amended ("Act"), of which Customer is the author of within the meaning of such Act. To the extent that any Work Product is not deemed "work made for hire" by operation of law, Temporary Employee hereby irrevocably assigns, transfers, and conveys to Customer the sole and exclusive right, title and interest to such Work Product and all copies thereof, including all rights of patent, copyright, trademark, trade secret, and other proprietary rights in such materials and all rights to causes of action and remedies related to any of the foregoing, effective immediately upon the inception, conception, creation, fixture, development, or reduction to practice thereof, without further consideration. Work Product shall not include and the assignment obligations in this Section shall not apply to: (a) any creations that were conceived, created or reduced to practice by or for Temporary Employee (alone or with others) independently without reference to any work created for or provided by Customer and/or prior to commencement of this Agreement (collectively, "Background Technology"); or (b) any software, materials or other technology which is owned or controlled by a third party, including any open source code ("Third Party Technology").

2.1 Without limiting the generality of Section 2.5 above, Temporary Employee hereby assigns, and transfers, absolutely and forever, for the sole benefit of Customer, and in the sole discretion of Customer, the following exclusive rights and privileges in, to, and in connection with the Work Product:

(a) the right to make adaptations or versions of the Work Product or any part thereof for any purpose whatsoever, including, without limitation, the right to create converted works by reproducing the Work Product into any form or medium now known or hereafter to become known, including, but not limited to, all formats of electronic, magnetic, digital, laser or optical-based media (the "Converted Works");

(b) the right to produce, transmit, exhibit, and exploit such adaptations or versions, or cause the same to be produced, transmitted, or exploited by any means or devices whatsoever now or hereinafter known;

(c) the right to use the Work Product and the Converted Works in whole or in part, to arrange, modify, and change the same, and add to or subtract therefrom;

(d) the right to register the Work Product and the Converted Works, and any adaptation or version thereof, for copyrights, trademarks and service marks in the United States or elsewhere in Customer's name or otherwise for its sole benefit and to secure renewals or extensions of such copyrights, trademarks and service marks in its name or otherwise;

(e) the right to use the Work Product and the Converted Works on product labels, in advertisements and promotional literature and otherwise to use the Work Product and the Converted Works for purposes of trade; and

(f) the right to use the Work Product and the Converted Works with any title that Customer deems appropriate.

2.2 Temporary Employee hereby waives, forfeits, relinquishes and abandons all rights of droit moral (moral rights), including, without limitation, rights of attribution and integrity as to the Work Product and the Converted Works for such uses as are set forth above. Temporary Employee acknowledges that Customer shall own and possess all right, interest and title to the Work Product and the Converted Works, and Temporary Employee disclaims any and all proprietary interest therein.

3. **Representations & Warranties**

Temporary Employee represents, warrants and covenants to Customer that: (a) Temporary Employee has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; (b) Temporary Employee's execution of and performance under this Agreement shall not breach any oral or written agreement with any third party or any obligation owed by Temporary Employee to any third party to keep any information or materials in confidence or in trust; (c) the services and Work Product shall be free from material errors, bugs, or other defects; (d) the Work Product shall be the original work of Temporary Employee, and if Temporary Employee uses or has used an agent or other person involved in the development of Work Product, such third party has executed (or prior to any such involvement, shall have executed) a written agreement with Temporary Employee in which such person (i) assigns to Temporary Employee all right, title and interest in and to the Work Product in order that Temporary Employee may fully grant the rights and assignments to Customer as provided herein and (ii) agrees to be bound by confidentiality and non-disclosure obligations no less restrictive than those set forth in this Agreement; (e) Temporary Employee has the right to grant the rights and assignments granted herein, without the need for any assignments, releases, consents, approvals, immunities or other rights not yet obtained and no third party shall have any rights in, to, or arising out of, or in connection with, the Work Product or other property created pursuant to this Agreement, including, without limitation, any claims for fees, royalties, or other payments and neither Temporary Employee nor any other person retained by Temporary Employee shall grant, nor shall have previously granted, any rights to the Work Product, or any other property created pursuant to this Agreement, to any other person or entity; (f) the Work Product (and the exercise of the rights granted herein with respect thereto) do not and shall not infringe, misappropriate or violate any patent, copyright, or common law copyright, trademark, service mark, trade secret, publicity, privacy or other intellectual property or other rights of any third party, and are not and shall not be defamatory or obscene; (g) neither the Work Product nor any element thereof shall be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments; (h) Temporary Employee shall comply with all applicable laws and regulations; and (i) if Work Product contains any open source code, Temporary

Employee will identify such open source code and will attach a copy of the license to such open source code, as the case may be.

4. **Indemnification.**

Temporary Employee shall at its own expense indemnify and hold harmless, and at Customer's request defend, Customer and its Affiliates, subsidiaries, successors and assigns (and its and their officers, directors, employees, sublicensees, customers and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including attorneys' fees and court costs) (the foregoing, collectively, "Claim(s)") which arise directly or indirectly out of or relate to (a) any breach (or claim or threat thereof that, if true, would be a breach) of this Agreement by Temporary Employee, including any breach or alleged breach of any representation or warranty of Temporary Employee set forth in Section 3; (b) the gross negligence or willful misconduct of Temporary Employee or its agents; (c) employment-related claims by Temporary Employee or its agents; (d) personal/bodily injury and property damage that arise from the performance of the services; and/or (e) any third party claim or threat thereof that the services, Work Product and/or Temporary Employee proprietary information (and/or the exercise of any rights granted herein with respect thereto) infringe, misappropriate or violate any patent, copyright, trademark, trade secret, publicity, privacy or other proprietary or other rights of any third party, or are defamatory or obscene. Customer shall notify Temporary Employee promptly of any Claim for which indemnification is sought; provided, however, that the failure to give such notice shall not relieve Temporary Employee of Temporary Employee's obligations hereunder except to the extent that Temporary Employee was actually and materially prejudiced by such failure. Customer may, at its option and expense, participate and appear on an equal footing with Temporary Employee in the defense of any Claim that is conducted by Temporary Employee as set forth herein. Temporary Employee may not settle any Claim without the prior written approval of Customer.

5. **Miscellaneous.**

Temporary Employee agrees that if a court of competent jurisdiction determines that it has breached, or attempted or threatened to breach, any of its confidentiality obligations to Customer or the Customer's proprietary rights, the Customer shall be entitled to seek appropriate injunctive relief and other measures restraining further, attempted or threatened breaches of such obligations. Customer rights under this paragraph shall not in any way be construed to limit or restrict its rights to seek or obtain other damages or relief available under this Agreement or under applicable law.

This Agreement and the Temporary Employee's obligations herein shall survive for so long as the parties continue to exchange Confidential Information and then for a period of three (3) years from the date such last disclosure was made. However, personal identifiable information shall survive the expiration of this Agreement and trade secrets shall be maintained in confidence as long as and to the extent that such information remains a "trade secret" (as defined by the Uniform Trade Secrets Act).

The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any other provision. If any provision is unenforceable, the parties agree they shall substitute an enforceable provision that preserves the original intentions and economic positions of the parties to the maximum extent legally possible. This Agreement is the entire agreement between the parties relating to its subject matter. This Agreement shall be governed by the laws of the state of Illinois, without regard to choice of law principles and without regard to its location of execution or performance. Any action or suit to enforce any right under this Agreement may be brought in a state or federal court sitting in the state of Illinois, the jurisdiction of which is agreed to by the parties. Temporary Employee may not assign or otherwise transfer this Agreement, or any of the rights that it grants, without the prior written consent of Customer and any purported assignment shall be void and of no effect. This Agreement shall be binding upon the parties' respective successors and permitted assigns. No failure or delay by either party in exercising any right, power or remedy shall

operate as a waiver of such right, power or remedy, and no waiver shall be effective unless it is in writing and signed by the waiving party.

Temporary Employee's relationship with Customer shall be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, agency or employer-employee relationship between the parties. Temporary Employee is not the agent of Customer and is not authorized and shall not have any authority to make any representation, contract or commitment on behalf of Customer, or otherwise bind Customer in any respect whatsoever. Further, it is not the intention of this Agreement or of the parties hereto to confer a third party beneficiary right of action upon any third party or entity whatsoever, and nothing in this Agreement shall be construed to confer upon any third party other than the parties hereto a right of action under this Agreement or in any manner whatsoever. Temporary Employee shall not be entitled to any of the benefits Customer may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Temporary Employee shall be solely responsible for all tax returns (and all costs related thereto) required to be filed with or made to any federal, state or local tax authority with respect to Temporary Employee's performance of services and receipt of fees under this Agreement. Customer may regularly report amounts paid to Temporary Employee with the Internal Revenue Service as required by law. Because Temporary Employee is an independent contractor, Customer shall not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on Temporary Employee's (or its employees' or agents') behalf. Temporary Employee shall comply with, and shall accept exclusive liability for non-compliance with, all applicable federal, state and local laws, rules and regulations, including obligations such as payment of all taxes, social security, disability and other contributions based on fees paid to Temporary Employee, its agents or employees under this Agreement. Temporary Employee shall indemnify, hold harmless and defend Customer against any and all such liability, taxes or contributions, including penalties and interest.

Understood and agreed:

Temporary Employee

Dated