

Dubai, 11th of May 2015

Internal memo

To all staff:

Non-Disclosure

Staff will hold all Confidential Information in confidence and will not disclose, use, copy, publish, summarize, or remove from the premises of Company any Confidential Information, except (a) as a necessary to carry out my assigned responsibilities as a Company employee, and (b) after termination of my employment, only as specifically authorized in writing by the chief executive officer of Company. However, staff shall not be obligated under this paragraph with respect to information they can document is or becomes readily publicly available without restriction through no fault of mine. **“Confidential Information”** shall mean all information related to any aspect of the business of Company which is either information not known by actual or potential competitors of Company or is proprietary information of Company, whether of a technical nature or otherwise. Confidential Information includes inventions, disclosures, processes, systems, methods, formulae, devices, patents, patent applications, trademarks, intellectual properties, instruments, materials, products, patterns, compilations, programs, techniques, sequences, designs, research or development activities and plans, specifications, computer programs, source codes, costs of production, prices or other financial data, volume of sales, promotional methods, marketing plans, lists of names or classes of customers or personnel, lists of suppliers, business plans, business opportunities or financial statements.

Staff will safeguard and keep confidential the proprietary information of customers, vendors, consultants and other parties with which Company does business to the same extent as if it were Confidential Information. They will not, during my employment with Livingroom Communication or otherwise, use or disclose to Company any confidential, trade secret or other proprietary information or material of any previous employer or other person, and they will not bring onto Company’s premises any unpublished document or any other properly belonging to any former employer without the written consent of that former employer.

Non-Competition

During staff employment with Company, they will perform for Company such duties as it may designate from time to time and will devote their full time and best efforts to the business of Company and will not, without the prior written approval of (i) an officer for Company if I am not an executive officer of Company or (ii) the board of directors of Company if I am an executive officer for Company, (a) engage in any other professional employment or consulting, or (b) directly or indirectly participate in or assist any business which is a current or potential supplier, customer, or competitor of Company.

Staff will agree that during the term of their employment with Livingroom (whether or not during business hours), they will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company, and they will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company.

During the terms of their employment by Company and for one year thereafter, they shall not directly or indirectly, without the prior written consent of Company, solicit, recruit, encourage or induce any employees, officers, consultants, contractors or subcontractors of Company to leave the employ of Company, either on my own behalf or on behalf of any other person or entity.

Proprietary Information

Upon termination of their employment, staff will promptly return to Company all items containing or embodying Confidential Information (including all copies), except that they may keep personal copies of (i) compensation records, (ii) materials distributed to shareholders generally and (iii) this Agreement. All papers, records, data, notes, drawings, files, documents, samples, devices, products, equipment and other materials, including copies and in whatever form relating to the business of Company that they possess or create as a result of their Company employment, whether or not confidential, are the sole and exclusive property of Company. In the event of the termination or expiration of their employment, they will promptly deliver all such materials to Company.

All inventions, ideas, designs, circuits, schematics, formulas, algorithms, trade secrets, works of authorship, developments, processes, techniques, improvements, and related know-how which result from work performed by staff, alone or with others, on behalf of Company or through access to Confidential Information or property, whether or not patentable or copyrightable (collectively “**Inventions**”) shall be the property of Company, and to the extent permitted by law, shall be “works made for hire”. I hereby assign and agree to assign to Company or its designee, without further consideration, my entire right, title and interest in and to all Inventions, including all rights to obtain, register, perfect and enforce patents, copyrights and other intellectual property protection for inventions. They hereby will disclose promptly and in writing to the individual designated by Company or to my immediate supervisor all Inventions which they have made or reduced to practice. During their employment and for four years after, they will assist Company (at its expense) to obtain and enforce patents, copyrights and other forms of intellectual property protection on Inventions. If they use or disclose confidential information or intellectual property when acting within the scope of their employment or otherwise on behalf of Company, Company will have and them hereby grant Company a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.

Staff have not entered into, and they agree they will not enter into, any agreement either written or oral in conflict with this Agreement or their employment with Company. They will not violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose own or any third party’s confidential information or intellectual property when acting within the scope of their employment or otherwise on behalf of Company. Further, they have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by them.

Regards,

Dani Oneisse
Managing Partner