

## EMPLOYEE SERVICES AGREEMENT

This Employee Services Agreement (the "Agreement") is made this 25th day of October, 2022 by and among Tyson Motel, an individual ("Employee") and KHI Solutions, Inc. ("KHI").

WHEREAS, KHI's affiliate, Knowledge Services, has contracted with Mattel, Inc. Companies ("Mattel"), to provide certain services related to Mattel's temporary and/or contract workforce; and

WHEREAS, Employee may be assigned work on behalf of Mattel on a temporary and/or contract basis;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

### 1. Employee.

- 1.1 Employee has been offered the position of Minor Talent.  
Employee's start date shall be 10/26/2022, with a projected end date of 12/31/2023. Employee shall be paid at a rate of \$125.00 per hour worked, subject to any additional terms set forth below, if any.  
Additional Terms: For production services on set, minimum per day of \$250.00 with all rights included.  
Employee's compensation is subject to any applicable agency commission of 20.0%.
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- 1.2 Employee acknowledges and agrees that no employment relationship between Employee and Mattel is created by this Agreement. Employee acknowledges and agrees he/she will not become an employee of Mattel by virtue of performing services to it.
- 1.3 Employee acknowledges and agrees that KHI shall be solely responsible for payments of all compensation and benefits to Employee, including but not limited to pay for all time worked at legally required rates, statutorily required premiums and payments, any other income, bonus or incentive payments, holidays, sick days and personal days if any. Employee also acknowledges and agrees that KHI is also responsible for payment to the appropriate agencies or authorities of state unemployment insurance, federal unemployment insurance, FICA and state disability insurance, and for premium payments for statutory workers' compensation coverage for Employee. Employee acknowledges and agrees that Employee is not eligible to participate in or receive any benefits under the terms of Mattel's pension plans, savings plans, health plans, vision plans, disability plans, life insurance plans, stock option plans, or any other employee benefit plan sponsored by Mattel.
- 1.4 Employee hereby authorizes KHI to provide Mattel access to Employee's drug screen results, credit report, criminal background check, motor vehicle driving report, and all other information in Employee's personnel file. Employee also hereby authorizes KHI to promptly release copies of all documents containing such information to Mattel upon their request.
- 1.5 Employment with KHI is for no specific period of time. As a result, either you or KHI is free to terminate your employment relationship at any time for any reason, with or without cause. This is the full and complete agreement between us on this term. Although your job duties, title, compensation and benefits, as well as KHI's personnel policies and procedures, may change from time-to-time, the "at-will" nature of your employment may only be changed in an express writing signed by you and the President of KHI.
- 1.6 Employee acknowledges and agrees that the results and proceeds of Employee's services, whether rendered jointly or in conjunction with others, during his/her employment hereunder, including but not limited to: ideas, works of authorship, concepts, plots, themes, titles, phrases, slogans, catch words, art, designs, photographs, compositions, sketches, drawings, images, music, recordings, lyric arrangements, dialogue, incidents, treatments, stories, characters, and characterizations, products, models, samples, notes, documents, manuals, blueprints, devices, machines, casts, molds, sculptures, processes, system designs and configurations, improvements, discoveries,

inventions, information, data, documentation, techniques, know-how, algorithms, technical and business plans, specifications, hardware, circuits, computer languages, computer programs and other materials or innovations of any kind ("The Work") shall be deemed a work-made-for-hire initially owned solely and exclusively by Knowledge Services worldwide, for any and all purposes, in perpetuity. Employee agrees that even if any of The Work were not deemed to constitute a work-made-for-hire, it will nevertheless be the sole and exclusive property of Knowledge Services, and in furtherance of such ownership interest, Employee agrees to, and does hereby unconditionally transfer, convey, and assign to Knowledge Services, in perpetuity and without reservation of rights, all right, title and interest to The Work, including worldwide copyright, patent rights (including applications and disclosures), mask work rights, trade secret rights, trademarks, trade dress rights, product design rights, rights of privacy and publicity, intellectual property rights pertaining to the use, transmission, display, performance, exercise or exploitation of The Work in any media now known or hereafter devised, all intellectual property rights, including but not limited to any renewal, revival, reversion and/or extension rights. Knowledge Services shall have the right to use, adapt, change, add to, take from, translate, reformat, reprocess or revise any work or product of Employee or any part thereof and to combine the same with other material or works in any manner that Knowledge Services, in its sole discretion, may determine and, to the fullest extent allowable under any applicable law, Employee hereby expressly waives or assigns to Knowledge Services any so called "moral rights" of authors in The Work. This paragraph does not apply to an invention that qualifies fully under CA Labor Code, Section 2870.

- 1.7 Employee hereby grants to KHI and Mattel the exclusive, worldwide, perpetual rights to use and license Employee's name, voice, likeness, and biographical information in and in connection with any and all advertising, promotion, publicity, exhibition and/or exploitation of the Work and Mattel's related brands and/or business.
- 1.8 Inventions, discoveries, product design improvements, works, proprietary information and trade secrets which Employee has conceived, made, developed, reduced to practice, or acquired (alone or jointly with others) prior to Employee's assignment to Mattel ("Prior Inventions"), and are not considered part of The Work are as follows below.

*(Please describe Prior Inventions in a way that does not breach a duty of confidentiality to a third party. If no such disclosure is made below, Employee represents that there are no Prior Inventions. Please continue list on the back side of this sheet, if necessary):*

None

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- 1.9 Employee agrees that, in the course of Employee's assignment to Mattel, Employee will not use, introduce or incorporate any Prior Inventions into any Mattel business or creative environment. However, in the event that Employee has introduced Prior Inventions in violation of the foregoing prohibition, Employee hereby agrees to and does hereby grant Knowledge Services a royalty free, irrevocable, non-exclusive, perpetual, sublicensable, worldwide, license to use, copy, manufacture, distribute, translate, perform, modify, display, import, transmit, create derivative works of, make, have made, offer to sell, sell, import, and otherwise exploit such Prior Inventions that are introduced by the Employee in the course of employment, and expressly waives any rights that Employee may have with respect to any Prior Inventions.
- 1.10 Employee agrees that all material introduced or incorporated into the Work or any portion thereof by Employee, excluding materials assigned to Employee by Mattel, will be original unpublished materials that are not in the public domain, and no materials in the Work will have been plagiarized. Employee agrees that, in the course of Employee's assignment to Mattel, Employee will not use, introduce or incorporate any Prior Inventions into any Mattel business or creative environment. However, in the event that Employee has introduced Prior Inventions in violation of the foregoing prohibition, Employee hereby agrees to and does hereby grant Knowledge Services a royalty free, irrevocable, non-exclusive, perpetual, sublicensable, worldwide, license to use, copy, manufacture, distribute, translate, perform, modify, display, import, transmit, create derivative works of, make, have made, offer to sell, sell, import, and otherwise exploit such Prior Inventions that are introduced by the Employee in the course of employment, and expressly waives any rights that Employee may have with respect to any Prior Inventions.

- 1.11 Employee acknowledges and agrees that during the performance of Employee’s job duties for Mattel, Employee will not violate any of KHI and/or Mattel’s work rules and policies, including those specified in any Code of Conduct of KHI and/or Mattel, or other KHI and/or Mattel workplace manual. Employee shall at all times comply with all rules, policies and procedures of KHI and/or Mattel as provided to Employee by KHI and/or Mattel. Employee agrees that Employee may be in receipt of KHI or Mattel equipment, property or inventory, and agrees not to harm such equipment, property or inventory (other than ordinary wear and tear). Employee shall immediately return such equipment upon the termination of his or her assignment with Mattel. Employee shall not interfere with KHI or Mattel’s business operations.
- 1.12 Employee agrees that he or she enters onto KHI’s or Mattel’s premises at his or her own risk and, to the fullest extent possible under applicable laws. Employee agrees that any work related injuries or illnesses incurred as a result of their assignment to Mattel will be filed with KHI under KHI’s statutory workers’ compensation coverage.





**2. Work Policies and Rules.**

2.1 Employee acknowledges and agrees as follows (**please initial in the box next to each statement**).

<b>KHI-specific</b>	
<u>TM</u> TM	Employee is an employee of KHI, and not Mattel.
<u>TM</u> TM	Employee understands and acknowledges that in order to be eligible for any holiday pay; Employee must work a minimum of 1000 regular hours in the twelve (12) month period and one (1) hour in the four (4) week period prior to one of the six holidays to receive a full day’s pay from KHI. The last workday before and the first workday after the holiday must be worked in order to be eligible. The six holidays are New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
<u>TM</u> TM	Employee understands and acknowledges that he/she will accrue paid sick time at the rate of one hour for every thirty worked, up to a maximum of 48 hours. Accrued paid sick days cannot be used during the first 90-days of employment. Employee may only use three days or 24 hours of paid sick leave in each year of employment (measured by the employee’s start date as opposed to calendar year). Unused accrued sick leave shall carry forward to the following year, up to the maximum balance of 48 hours.
<u>TM</u> TM	Employee understands and acknowledges that all timesheets must be submitted by 9 am PST each Monday.
<u>TM</u> TM	Employee understands and acknowledges that any issues, questions, and/or concerns regarding his or her employment shall be directed to KHI, not to the Mattel hiring and/or reporting manager.

2.2 Employee further acknowledges and agrees as follows (**please initial in the box next to each statement**).

<b>KHI for Mattel-specific</b>	
<u>TM</u> TM	Employee has received and signed Mattel’s Confidentiality and No Conflict Agreement for Work Assignment with Mattel, Inc. Companies.
<u>TM</u> TM	Employee <input type="radio"/> has / <input checked="" type="radio"/> has not worked for a competitor of Mattel. If ‘yes,’ please indicate the competitor(s): _____ _____

	<p>Employee <input type="radio"/> has / <input checked="" type="radio"/> has not previously worked as an employee of Mattel and/or Mattel Company or division.</p> <p>If 'yes,' please indicate the Mattel Company or division(s), time period, and the role in which employed: _____</p>
	<p>Employee <input type="radio"/> has / <input checked="" type="radio"/> has not previously provided services for Mattel and/or a Mattel Company or division.</p> <p>If yes, please indicated the Mattel Company or division(s), time period, and the type of services provided: _____</p>
	<p>Employee is in receipt of Mattel's Statement Against Harassment, and agrees to abide by the terms of such Policy.</p>
	<p>Employee is in receipt of Mattel's Confidentiality and Rights Ownership Agreement for Assignment with Mattel, Inc. Companies, and agrees to abide by the terms of such Agreement.</p>

**3. Terms and Conditions.**

- 3.1 **Term.** This Agreement shall be effective as of the date first written above, and shall remain in effect, notwithstanding Employee's termination of employment with KHI or termination of Employee's assignment to Mattel.
- 3.2 **Severability.** In the event that any provision of this Agreement is held to be invalid or unenforceable, then such invalid or enforceable provisions shall be severed, and the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.
- 3.3 **Waiver.** This Agreement may be amended, or its requirements waived, only by a writing signed by the party against whom enforcement of the waiver or amendment is sought.
- 3.4 **Governing Law; Jurisdiction.** Except as expressly set forth herein, this Agreement shall be governed by the law of the State of California. Any litigation under this Agreement shall be filed and pursued in a court of proper venue in the State of California. All parties expressly consent to the jurisdiction of such courts.
- 3.5 **Third Party Beneficiary.** Mattel and its successors and assigns are intended third party beneficiaries of this Agreement. No third party beneficiary assumes any obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, if third party beneficiary rights are not recognized under the applicable law set forth in Section 3.4, then California law shall govern such third party rights.
- 3.6 **Assignment.** Employee's rights or obligations under this Agreement may not be assigned without the express prior written consent of KHI. Any attempted or purported assignment of this Agreement without such consent shall be void.
- 3.7 **Entire Agreement.** This Agreement, and any SOW entered into in connection herewith, constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous negotiations, discussions and understanding of the parties with respect to the subject matter hereof.

4. **Contract for Employment of Minor.** If Employee is under the age of 18, a parent and/or legal guardian must execute this Agreement, and any SOW, on behalf of Employee, which shall, collectively be subject to the following additional terms and conditions:

- 4.1 Compliance with California Family Code. The parties acknowledge and agree that this Agreement is applicable to and intended to conform with the requirements of California Family Code section 6750 et. seq., in that, among other things, the Agreement is a contract pursuant to which a minor: (a) is employed to render artistic and creative services, (b) agrees to sell, lease, license, or otherwise dispose of literary, musical or dramatic properties, and/or (c) agrees to the use of minor’s name, likeness, voice recording, performance and/or other biographical information as expressly permitted hereunder. KHI shall be considered minor’s “employer” under this Agreement for purposes of California Family Code chapter 6700.
- 4.2 Coogan Account. Notwithstanding any provision to the contrary hereunder, including Section 4.1 above, in accordance with California Family Code section 6752 and section 6753, fifteen percent (15%) of minor’s gross earnings hereunder shall be set aside by KHI in trust, in an account or other savings plan, and preserved for the minor’s benefit.
- 4.3 Court Approval. Pursuant to California Family Code section 6751, the parties may have this Agreement approved by the Los Angeles County Superior Court after reasonable notice and an opportunity to be heard, and that once so approved, this Agreement may not be disaffirmed on the ground of minority.
- 4.4 Authorized Guardian. I, the undersigned, hereby represent and warrant that I am the parent or legal guardian of the above named Employee who is a minor, and I am of full age and have the legal authority to execute this Employee Services Agreement, any SOW, and any and all further documentation provided by KHI in connection with minor’s employment hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Employee Services Agreement as of the date first written above.

**Employee**

**KHI Solutions Inc.**

Signature: *Elizabeth R. Motel*  
Elizabeth R. Motel (Oct 26, 2022 13:39 PDT)

Signature: *Torie Davis*  
Torie Davis (Oct 27, 2022 08:08 EDT)

Name: Elizabeth R. Motel

Name: Torie Davis

Date: Oct 26, 2022

Date: Oct 27, 2022