

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

- 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**).

KHI-specific	
<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**).

KHI for Mattel-specific	
<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: _____

Name: Elizabeth R. Motel

Name: _____

Date: Oct 26, 2022

Date: _____

Section 1: State of California Trust Account Deduction Authorization

(initial) ER I hereby acknowledge that pursuant to the California State Bill 1162 and 210, Knowledge Services' affiliate, KHI Solutions, Inc. ("KHI") will withhold the mandatory minimum of 15% of gross earnings of the minor child (whose name appears below) for deposit in the minor child's Trust Account. I also acknowledge that I may direct to have the remaining amount of the minor child's earnings (net of applicable federal, state and local taxes of the entire gross earnings) to be deposited in the minor child's Trust Account.

This acknowledgement will remain in effect only in connection with his/her services provided on the project presently entitled: _____

Said deductions should commence effective as of the minor's date of hire, and shall continue until the completion of all services on the above referenced project. KHI agrees to deposit such sums to the established Trust Account each payroll period. I am aware that funds cannot be deposited until KHI receives the bank information that is required below. Further, I understand that if the required bank information is not received within 7 days of the minor's employment start date, KHI will deposit such statutorily required funds into a non-interest bearing account. If no Trust Account information is received within 180 days, all sums withheld will be sent to the "The Actor's Fund of America" as trustee of those funds, and KHI shall have no further obligation to monitor or account for those funds. No interest will be accrued or paid while these sums are being held pending the set-up of the Trust Account.

Trust Account Information

Account Holder Information:			
Minor's Name:	Tyson Vincent Motel	Minor's Birth Date:	1/27/2010
		Minor's SSN:	625-79-4057
Banking Information:			
Bank Name: Sag-Aftra Federal Credit Union		Attention:	
Bank Phone:		Bank Address:	
Routing Number: 3220 7623 3		P.O.Box 11419 Burbank, CA 91510	
Account Number: 20180000084928		I wish to deposit (minimum of 15%): ER	

I declare that the foregoing is true and correct: **Parent Printed Name:** Elizabeth R Motel

Parent Signature: Elizabeth R Motel Elizabeth R. Motel (Oct 26, 2022 12:30 PDT) **Date:** 10/26/2022

Please Note: You must provide a copy of the passbook, deposit slip or other official document proving the existence of the trust.
The Routing # and Account # must be included

Section 2: Direct Deposit Authorization

Bank Account Information			
<input type="checkbox"/> Start Direct Deposit	<input type="checkbox"/> Change Direct Deposit	<input checked="" type="checkbox"/> Mailed Check	<input type="checkbox"/> 100% in Trust Fund

BANK ACCOUNT

Bank Name: _____
(Please complete Routing # and Account # twice in order to ensure accuracy)

Routing #: _____ Account #: _____

Routing #: _____ Account #: _____

- In order to enroll in direct deposit, a bank letter must be faxed to employer, along with the completion of this form.
- See the Minor Trust Deduction Guidelines for details required in the bank letter.

Direct Deposit Authorization Signature

I hereby authorize the employer to initiate automatic deposits to the account at the financial institution named above. I also authorize **employer** to make withdrawals from this account in the event that a credit entry is made in error. Further, I agree not to hold **employer** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account. This agreement will remain in effect until **employer** receives a written notice of cancellation from me or the financial institution named above, or until I submit a new direct deposit form to the Payroll Department.

Authorized Signature (Primary): Elizabeth R Motel Elizabeth R. Motel (Oct 26, 2022 12:30 PDT) **Date:** 10/26/2022

Authorized Signature (Joint): Elizabeth R Motel Elizabeth R. Motel (Oct 26, 2022 12:30 PDT) **Date:** 10/26/2022

(If worker does not have authority to authorize deposits into Joint Account)

NOTICE TO EMPLOYEE
Labor Code section 2810.5

EMPLOYEE

Employee Name: Tyson Motel

Start Date: 10/26/2022

EMPLOYER

Legal Name of Hiring Employer: Knowledge Holdings, INC.

Is hiring employer a staffing agency/business (e.g., Temporary Services Agency; Employee Leasing Company; or Professional Employer Organization [PEO])? Yes No Other

Names Hiring Employer is "doing business as" (if applicable):

Knowledge Services

Physical Address of Hiring Employer's Main Office:

9800 Crosspoint Boulevard, Indianapolis, IN 46256

Hiring Employer's Mailing Address (if different than above):

Hiring Employer's Telephone Number: 866-926-2085

If the hiring employer is a staffing agency/business (above box checked "Yes"), the following is the other entity for whom this employee will perform work:

Name: Mattel

Physical Address of Main Office: 333 Continental Boulevard, El Segundo, CA 90245

Mailing Address: 333 Continental Boulevard, El Segundo, CA 90245

Telephone Number: 310-252-6510

WAGE INFORMATION

Rate(s) of Pay: \$125.00 Overtime Rate(s) of Pay: Not Applicable

Rate by (check box): Hour Shift Day Week Salary Piece rate Commission

Other (provide specifics): Hourly - See 1.1 of the ESA for Additional Terms

Does a written agreement exist providing the rate(s) of pay? (check box) Yes No

If yes, are all rate(s) of pay and bases thereof contained in that written agreement? Yes No

Allowances, if any, claimed as part of minimum wage (including meal or lodging allowances):

(If the employee has signed the acknowledgment of receipt below, it does not constitute a "voluntary written agreement" as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.)

Regular Payday: Friday

WORKERS' COMPENSATION

Insurance Carrier's Name: Zurich

Policy No.: WC959716500

Self-Insured (Labor Code 3700) and Certificate Number for Consent to Self-Insure: _____

PAID SICK LEAVE

Unless exempt, the employee identified on this notice is entitled to minimum requirements for paid sick leave under statelaw which provides that an employee:

- a. May accrue paid sick leave and may request and use up to 3 days or 24 hours of accrued paid sick leave per year;
- b. May not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and
- c. Has the right to file a complaint against an employer who retaliates or discriminates against an employee for
 1. requesting or using accrued sick days;
 2. attempting to exercise the right to use accrued paid sick days;
 3. filing a complaint or alleging a violation of Article 1.5 section 245 et seq. of the California Labor Code;
 4. cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1.5 section 245 et seq. of the California Labor Code.

The following applies to the employee identified on this notice: (Check one box)

1. Accrues paid sick leave only pursuant to the minimum requirements stated in Labor Code §245 et seq. with no other employer policy providing additional or different terms for accrual and use of paid sick leave.
2. Accrues paid sick leave pursuant to the employer's policy which satisfies or exceeds the accrual, carryover, and use requirements of Labor Code §246.
3. Employer provides no less than 24 hours (or 3 days) of paid sick leave at the beginning of each 12-month period.
4. The employee is exempt from paid sick leave protection by Labor Code §245.5. (State exemption and specific subsection for exemption): _____

ACKNOWLEDGEMENT OF RECEIPT

Print Name of Employer Representative

Signature of Employer Representative

Date

Tyson Motel

Print Name of Employee

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

Signature of Employee

Oct 26, 2022

Date

The employee's signature on this notice merely constitutes acknowledgement of receipt.

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes.



MUTUAL ARBITRATION AGREEMENT

This Mutual Arbitration Agreement (“Agreement”) is between Temporary Worker (“Worker”), on the one hand, and Company¹ and GuideSoft, Inc. dba Knowledge Services (“Employer”), on the other hand. The Company and Employer are collectively referred to as “Companies”. This Agreement is enforceable under and subject to the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*). All disputes covered by this Agreement will be decided by a single neutral Arbitrator through final and binding arbitration and not by way of court or jury trial.

1) **CLAIMS COVERED BY THE AGREEMENT:** Except as otherwise provided in Section 2 below, Companies and Worker agree to resolve all disputes or claims past, present, or future, that otherwise would be resolved in a court of law, by final and binding arbitration. This Agreement applies to any Covered Dispute (as defined below) that Companies may have against Worker or that Worker may have against the Company and/or Employer, and/or any of their: officers, directors, employees, or agents; parents, subsidiaries, and affiliates; future affiliates; and successors or assigns; each and all of which may enforce this Agreement. The term “Covered Dispute” is intended to be as broad as legally permissible, and, except as otherwise provided in Section 2 below, includes, without limitation, disputes and claims based upon or related to discrimination, harassment, retaliation, defamation, breach of a contract or covenant, fraud, negligence, breach of duty, privacy, copyright, trademark or patent infringement, trade secrets, unfair competition, wages, minimum wage and overtime or other compensation or any monies claimed to be owed, benefits, expense reimbursement, meal breaks and rest periods, termination of the employment relationship and/or assignment, misclassification claims, tort claims, common law claims, equitable claims, claims for penalties, claims arising out of or related to any Confidentiality Agreement, Master Services Agreement, project document, statement of work and any other agreement (regardless of its name or title) between Worker and the Company and/or Employer (collectively “Worker Agreements”), and any and all claims for violation of any federal, state or other governmental law, statute, regulation, or ordinance.

2) **EXCLUDED DISPUTES AND OTHER LIMITATIONS ON THE SCOPE OF THIS AGREEMENT:**

- A. **EXCLUDED DISPUTES.** The following claims are not covered under this Agreement: (i) claims for workers’ compensation benefits, state disability insurance or unemployment insurance benefits; (provided that it does apply to discrimination or retaliation claims based upon seeking such benefits); (ii) claims for benefits under employee benefit plans covered by the Employee Retirement Income Security Act of 1974; (iii) claims that the Dodd-Frank Wall Street Reform and Consumer Protection Act or other controlling federal statutes expressly bar from the coverage of arbitration agreements; and (iv) representative actions for civil penalties filed under the California Private Attorneys General Act (“PAGA”), which may only be maintained in a court of competent jurisdiction, and Worker and Companies agree any such action should be stayed pending the outcome of any claims that are subject to arbitration; however, should applicable law change in the future to allow PAGA waivers, this Section 2(A)(iv) exclusion will not apply, and the representative action waiver in Section 4 below will apply. A Worker may choose to exclude from this Agreement claims of sexual harassment or sexual assault, whether brought on an individual basis or as a named representative of a class or in a collective action. A Worker also can choose to arbitrate these claims under this Agreement.
- B. **GOVERNMENT FILINGS AND ACTIONS.** Nothing in this Agreement prevents Worker or Companies from making a report to, or filing a claim or charge with, a governmental agency, including, without limitation, Equal Employment Opportunity Commission, U.S. Department of Labor, National Labor Relations Board, Securities and Exchange Commission, Occupational Safety and Health Administration, or law enforcement agencies. Nothing in this Agreement prevents the investigation by a government agency of any Covered Dispute. Nothing in this Agreement prevents or excuses Worker or Companies from exhausting administrative remedies by filing any charges or complaints required by any governmental agency before bringing a claim in arbitration. Companies will not retaliate against Worker for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under the National Labor Relations Act. This Agreement does not prevent or prohibit Worker in any way from reporting, communicating about, or disclosing claims for discrimination, harassment, retaliation, or sexual abuse.
- C. **INJUNCTIVE RELIEF.** Worker or Company and/or Employer may apply to a court of competent jurisdiction for provisional remedies including, without limitation, temporary or preliminary injunctive relief in connection with an arbitrable controversy in accordance with applicable law. Any such application shall not be deemed incompatible with or waiver of this Agreement. The court to which the application is made is authorized to consider the merits of the arbitrable

¹ The term “Company” refers to Mattel, Inc., and all of its subsidiaries and affiliates, including, without limitation, (a) Mattel HQ, Inc., Mattel Sales Corp., American Girl Brands, LLC, American Girl Retail, Inc., Fisher-Price, Inc., HiT Entertainment, Inc., and Mega Brands, Inc., and all of their subsidiaries and affiliates, and (b) any such entity that from time-to-time may be the direct or indirect employer of, or in contract with, Worker.

controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All determinations of final relief, however, will be decided in arbitration.

3) **ARBITRATION PROCEDURES:** Except as otherwise provided in this Agreement, the arbitration shall be conducted under the JAMS Employment Arbitration Rules & Procedures (“JAMS Rules”) then in effect. A copy of the JAMS Rules will be provided upon request by local Human Resources Business Partners or can be accessed directly at the JAMS website currently at www.jamsadr.com/rules-employment. Unless the parties jointly agree otherwise, (a) the Arbitrator must be a retired judge, and (b) the arbitration will take place in or near the city and in the state where Worker is currently employed or providing services or was last employed or providing services for Companies.

The Arbitrator will be selected as follows: JAMS will give each party a list of nine potential arbitrators (who are subject to the qualifications listed above) drawn from its panel of arbitrators. The parties will strike names alternately from the list of common names by telephone conference administered by JAMS, with the party to strike first to be determined by a coin toss conducted by JAMS, until only one remains. That person will be designated as the Arbitrator. If the person selected cannot serve, JAMS will repeat the alternate striking selection process.

The Arbitrator may award any remedy to which a party is entitled under applicable law, but remedies will be limited to those that would be available to a party in their individual capacity for the claims presented to the Arbitrator. The Arbitrator shall apply the statute of limitations that would have applied if the claims had been brought in court. The Arbitrator shall apply the substantive federal, state, or local law applicable to the claims asserted. Either party may file a motion to dismiss and/or a motion for summary judgment. The Arbitrator’s award will be in writing and include the factual and legal basis for the award. Judgment on the award issued by the Arbitrator may be entered in any court of competent jurisdiction.

4) **CLASS ACTION WAIVER:** Companies and Worker agree to bring and pursue any claim on an individual basis only. Accordingly, Companies and Worker waive any right for any dispute or claim to be brought, heard, decided, or arbitrated as a class, collective, or representative action (subject to Section 2(A)(iv) above), and the Arbitrator will have no authority to hear or preside over any such claim (“Class Action Waiver”). In the event a final judicial determination is made that the Class Action Waiver, or any portion of it, is unenforceable and that a class, collective, or representative action may proceed notwithstanding the existence of this Agreement, the Arbitrator is nevertheless without authority to preside over a class, collective, or representative action and any class, collective, or representative action must be brought in a court of competent jurisdiction—not in arbitration.

5) **DISCOVERY AND SUBPOENAS:** Worker and Companies may, without leave of the Arbitrator: (a) take the deposition of three individual fact witnesses and any expert witness designated by the other party; (b) serve requests for production of documents and twenty-five interrogatory requests to the other party; and (c) subpoena witnesses and documents for discovery or the arbitration hearing, including testimony and documents relevant to the case from third parties, in accordance with any applicable state or federal law. Additional discovery may be conducted by mutual stipulation, and the Arbitrator has the exclusive authority to grant requests for additional discovery, based on the Arbitrator’s determination that additional discovery is warranted.

6) **ARBITRATION FEES AND COSTS:** Companies and Worker shall be responsible for their respective initial filing fees, but Worker will not be responsible for any portion of the initial filing fee in excess of fees applicable to court actions in the jurisdiction where the arbitration will be conducted. Companies shall pay any remaining portion of Worker’s initial filing fee and all costs and expenses unique to arbitration, including the Arbitrator’s fee. Each party will pay for its own costs and attorneys’ fees, if any, except that the Arbitrator may award reasonable fees to the prevailing party as provided by law. The Arbitrator will resolve any disputes regarding costs/fees associated with arbitration.

7) **ENTIRE AGREEMENT AND CONSTRUCTION:** This is the complete agreement of the parties about arbitration of all disputes and claims covered by this Agreement. This Agreement amends and/or modifies, and/or takes priority over any contrary language, if any, in any agreements between Worker and Company and/or Employer that require a venue contrary to this Agreement for any dispute covered by this Agreement. Worker and Companies expressly agree that any disputes arising out of or related to any Worker Agreements will be resolved in accordance with this Agreement. In all other respects, all Worker Agreements (including, without limitation, confidentiality agreements) will remain in full effect and will apply according to their terms. This Agreement will survive the termination of Worker’s employment and/or assignment and the expiration of any employee or other benefits. If any provision of this Agreement is adjudged to be unenforceable, in whole or in part, it shall be severed. All remaining provisions will remain in full force and effect. This Agreement does not alter the “at-will” status of Worker’s employment and/or assignment.

In addition, the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute or claim relating to the validity, scope, applicability, enforceability, or waiver of this Agreement including, but not limited to, any claim that all or any part of this Agreement is void or voidable. However, the preceding sentence does not apply to the Class Action Waiver, and notwithstanding any other clause or language in this Agreement and/or the JAMS Rules (or any amendments to the

JAMS Rules), any claim that the Class Action Waiver is unenforceable, inapplicable, unconscionable, or void, shall be determined only by a court of competent jurisdiction and not by an Arbitrator.

I HAVE READ AND AGREE TO THE MUTUAL ARBITRATION AGREEMENT, AND COMPANIES AND I AGREE TO ARBITRATE CLAIMS COVERED BY THE MUTUAL ARBITRATION AGREEMENT. I ALSO AUTHORIZE THE USE OF AN ELECTRONIC MEANS OF ACCEPTANCE ("ELECTRONIC SIGNATURE") AND UNDERSTAND AND ACKNOWLEDGE THAT MY ELECTRONIC SIGNATURE IS INTENDED TO SHOW MY AGREEMENT AND ACCEPTANCE AND IS AS VALID AND HAS THE SAME LEGAL EFFECT AS AN INK SIGNATURE.

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

Print Name: Elizabeth R. Motel

Insert Date: Oct 26, 2022

AGREED BY EMPLOYER: *Meaghan Emery*
Meaghan Emery, VP of Human Resources

AGREED BY COMPANY: *Amanda T*
Amanda Thompson, EVP & Chief People Officer

General Handbook Acknowledgement

This Employee Handbook is an important document intended to help employees become acquainted with KHI Solutions, an affiliate of Knowledge Services. The document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please [click here](#) to access the handbook before you read the following statements and sign below to indicate your receipt and acknowledgment of this Handbook.

I have received and read a copy of KHI Solutions, an affiliate of Knowledge Services's Employees Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.

I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of KHI Solutions, an affiliate of Knowledge Services other than the Head of Human Resources may alter "at will" status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.

Employee's Printed Name: Elizabeth R. Motel

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

Employee's Job Title: Minor Talent

Date Employee Signed: Oct 26, 2022