



BuildMySOP.com
STANDARD OPERATING PROCEDURE SOLUTIONS

CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

In consideration of my engagement (whether as employee, consultant, or contractor) (“Relationship”) with the undersigned, its subsidiaries, parents, affiliates, successors and assigns (collectively, the “Company”), and the compensation paid to me now and during my Relationship, including any stock, membership interest, or other equity, I hereby enter into this Confidential Information and Invention Assignment Agreement (the “Agreement”) and agree as follows:

1. Confidential Information Protections.

1.1. Recognition of Company’s Rights; Nondisclosure. I understand and acknowledge that my Relationship with the Company creates a relationship of confidence and trust with respect to the Company’s Confidential Information (as defined below) and that Company has a protectable interest therein. At all times during and following termination of my Relationship, for any reason, I will hold in confidence and will not disclose, use, disseminate or publish any of Company’s Confidential Information, except as such disclosure, use, dissemination or publication may be required in connection with my work for Company. I hereby assign to Company any rights I may have or acquire in such Confidential Information and recognize that all Confidential Information shall be the sole and exclusive property of Company and/or its successors and assigns. I will take all commercially reasonable precautions to prevent the inadvertent accidental disclosure of Confidential Information. Notwithstanding the foregoing, pursuant to 18 U.S.C. Chapter 90, as amended 11 May, 2016, I shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (1) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. I understand that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

The term “Confidential Information” shall mean any and all confidential knowledge, data or information of Company. By way of illustration but not limitation, “Confidential Information” includes (a) trade secrets, inventions, recipes, mask works, ideas, processes, formulas, algorithms, software in source or object code, data, hardware configuration, programs, other works of authorship, know-how, technical data, improvements, discoveries developments, design and techniques and any other proprietary technology and all Intellectual Property Rights (as defined below) therein (collectively, “Inventions”); (b) information regarding Company facilities, research,

development, new products, and recipes, marketing, sales and distribution strategies, business plans, budgets and financial statements, licenses, prices and costs, margins, discounts, credit terms, pricing and billing policies, quoting procedures, vendor and supplier information, methods of obtaining business, forecasts, future plans and potential strategies, financial projections and business strategies, operational plans, financing and capital-raising plans, activities and agreements, internal services and operational manuals, methods of conducting Company business, and purchasing policies; (c) information regarding customers and potential customers of Company, including customer lists, names, representatives, their needs or desires with respect to the types of products or services offered by Company, proposals, bids, contracts and their contents and parties, the type and quantity of products and services provided or sought to be provided to customers and potential customers of Company and other non-public information relating to customers and potential customers; (d) information regarding any of Company's business partners and their services, including names, representatives, proposals, bids, contracts and their contents and parties, the type and quantity of products and services received by Company, and other non-public information relating to business partners; (e) information regarding personnel, employee lists, compensation, and employee skills; and (f) any other non-public information which a competitor of Company could use to the competitive disadvantage of Company.

Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which was known to me prior to the Relationship or which is generally known in the trade or industry through no breach of this Agreement or other act or omission by me, and I am free to discuss the terms and conditions of the Relationship with others to the extent expressly permitted by Section 7 of the National Labor Relations Act.

1.2. Third Party Information. I understand, in addition, that Company has received and in the future will receive from third parties their confidential and/or proprietary knowledge, data or information ("Third Party Information") subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the Relationship and thereafter, I will hold Third Party Information in confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or use, except in connection with my work for Company, Third Party Information or unless expressly authorized by the unanimous consent of the President of Company in writing.

1.3. Term of Nondisclosure Restrictions. I understand that Confidential Information and Third-Party Information is never to be used or disclosed by me, as provided in this Section 1. If a temporal limitation on my obligation not to use or disclose such information is required under applicable law, and the Agreement or its restriction(s) cannot otherwise be enforced, I agree and Company agrees that the three (3) year period after the date the termination of the Relationship, or to the maximum period permitted under applicable law, will be the temporal limitation relevant to the contested restriction; provided, however, that this sentence will not apply to trade secrets protected without temporal limitation under applicable law.

1.4. No Improper Use of Information of Prior or Current Employers and Others. During the Relationship, I will not improperly use or disclose confidential information or trade secrets, if any, of any former or current employer or any other person to whom I have an obligation of

confidentiality, and I will not bring onto the premises or upload into the information systems of Company any unpublished documents or any property belonging to any former or current employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person.

2. Assignments of Inventions

2.1. Definitions. As used in this Agreement, the phrase “Intellectual Property Rights” means all trade secrets, Copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any jurisdiction or country; the term “Copyright” means the exclusive legal right to reproduce, perform, display, distribute and make derivative works of a work of authorship (as a literary, musical, or artistic work) recognized by the laws of any jurisdiction or country; and the phrase “Moral Rights” means all paternity, integrity, disclosure, withdrawal, special and any other similar rights recognized by the laws of any jurisdiction or country.

2.2. Excluded Inventions and Other Inventions. If there are any existing inventions, (a) that are owned by me or in which I have an interest and were made or acquired by me prior to the date of commencement of the Relationship, (b) that may relate to Company’s business or actual or demonstrably anticipated business, and (c) that are not to be assigned to Company (“Excluded Inventions”), than I am solely responsible for providing notice to BuildMySOP.com of any Excluded Inventions by contacting help@buildmysop.com. If no such list is provided, I represent and agree that it is because I have no Excluded Inventions. For purposes of this Agreement, “Other Inventions” means Inventions in which I have or may have an interest, as of the commencement of the Relationship or thereafter, other than Company Inventions (as defined below) and Excluded Inventions. I acknowledge and agree that if I use any Excluded Inventions or any Other Inventions in the scope of the Relationship, or if I include any Excluded Inventions or Other Inventions in any product or service of Company, or if my rights in any Excluded Inventions or Other Inventions may block or interfere with, or may otherwise be required for, the exercise by Company of any rights assigned to Company under this Agreement, I will immediately so notify Company in writing. Unless Company and I agree otherwise in writing as to particular Excluded Inventions or Other Inventions, I hereby grant to Company, in such circumstances (whether or not I give Company notice as required above), a non-exclusive, perpetual, transferable, fully-paid and royalty-free, irrevocable and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Excluded Inventions and Other Inventions. To the extent that any third parties have rights in any such Other Inventions, I hereby represent and warrant that such third party or parties have validly and irrevocably granted to me the right to grant the license stated above.

2.3. Assignment of Company Inventions. Inventions assigned to Company or to a third party as directed by Company are referred to in this Agreement as “Company Inventions.” Except for Excluded Inventions, and Other Inventions, I hereby assign to Company all my right, title, and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, reduced to practice, or learned by me, either alone or with others, during the Relationship. To the extent required by applicable Copyright laws, I agree to assign in the future (when any copyrightable Inventions are first fixed in a tangible medium of expression) my

Copyright rights in and to such Inventions. Any assignment of Company Inventions (and all Intellectual Property Rights with respect thereto) hereunder includes an assignment of all Moral Rights. To the extent such Moral Rights cannot be assigned to Company and to the extent the following is allowed by the laws in any country where Moral Rights exist, I hereby unconditionally and irrevocably waive the enforcement of such Moral Rights, and all claims and causes of action of any kind against Company or related to Company's customers, with respect to such rights. I further acknowledge and agree that neither my successors-in-interest nor legal heirs retain any Moral Rights in any Company Inventions (and any Intellectual Property Rights with respect thereto). **Only to the extent required by applicable state law, this provision shall not apply to an Invention that you developed entirely on your own time without using the Company's equipment, supplies, facilities, or trade secret information, except for those Inventions that either:**

- (a) Relate at the time of conception or reduction to practice of the Invention to the Company's business, or actual or demonstrably anticipated research or development of the Company; or**
- (b) Result from any work performed by you for the Company.**

2.4. Obligation to Keep Company Informed. During the Relationship, and for one (1) year after termination of the Relationship, I will promptly and fully disclose to Company in writing all Inventions authored, conceived, or reduced to practice by me, either alone or jointly with others.

2.5. Government or Third Party. I agree that, as directed by Company, I will assign to a third party, including without limitation the United States, all my right, title, and interest in and to any particular Company Invention.

2.6. Ownership of Work Product. I agree that Company will exclusively own all work product that is made by me (solely or jointly with others) within the scope of the Relationship, or using Company property ("Work Product"), and I hereby irrevocably and unconditionally assign to Company all right, title and interest worldwide in and to such Work Product. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of the Relationship and which are protectable by Copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101) and constitute Work Product. I understand and agree that I have no right to publish on, submit for publishing, or use for any publication any Work Product protected by this Section 2.6, except as necessary to perform services for Company.

2.7. Enforcement of Intellectual Property Rights and Assistance. I will assist Company in every proper way to obtain, and from time to time enforce, United States and foreign Intellectual Property Rights and Moral Rights relating to Company Inventions in any and all countries. To that end, I will execute, verify, and deliver such documents and perform such other acts (including appearances as a witness) as Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Intellectual Property Rights and the assignment thereof. In addition, I will execute, verify, and deliver assignments of such Intellectual Property Rights to Company or its designee, including the United States or any third party designated by Company. My obligation to assist Company with respect to Intellectual Property Rights relating to such Company Inventions in any and all countries will continue beyond the termination of the Relationship, but Company will compensate me at a reasonable rate after my termination for the time actually spent by me at Company's request on such assistance. In the event

Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint Company and its managers, duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and on my behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Intellectual Property Rights assigned under this Agreement to Company.

3. Records.

I agree to keep and maintain adequate and current records ("Records") (in the form of notes, summaries, memos, drawings or the like) of all Confidential Information developed by me and all Company Inventions made by me during the Relationship, which records will be available to and remain the sole property of Company at all times.

4. Duty of Loyalty During Contractual Relationship.

I agree that during the Relationship, I will not, without the express written consent of Company's President, directly or indirectly engage in any employment or business activity which is directly or indirectly competitive with Company.

5. Reasonableness of Restrictions.

5.1. I agree that I have read this entire Agreement and understand it. I agree that this Agreement does not prevent me from earning a living or pursuing my career. I agree that the restrictions contained in this Agreement are reasonable, proper, and necessitated by Company's legitimate business interests. I represent and agree that I am entering into this Agreement freely and with knowledge of its contents with the intent to be bound by the Agreement and the restrictions contained in it.

5.2. In the event that a court finds this Agreement, or any of its restrictions, to be ambiguous, unenforceable, or invalid, I and Company agree that the court will read the Agreement as a whole and interpret the restriction(s) at issue to be enforceable and valid to the maximum extent allowed by law.

5.3. In case any one or more of the provisions, subsections, or sentences contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement. If moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

5.4. If the court declines to enforce this Agreement in the manner provided in Section 5.2, Company and I agree that this Agreement will be automatically modified to provide Company with

the maximum protection of its business interests allowed by law and I agree to be bound by this Agreement as modified.

6. No Conflicting Agreement or Obligation.

I represent that my performance of all the terms of this Agreement does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to the commencement of the Relationship. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement. Except for Excluded Inventions, I am not party to any other agreement that could reasonably be expected to result in a claim of ownership of any Company Invention by any other entity or individual.

7. Return of Company Property.

Promptly, upon termination of the Relationship, I will deliver to Company any and all Records and Work Product, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Confidential Information of Company. I agree that I will not copy, delete, or alter any information contained upon my Company computer or Company equipment before I return it to Company. In addition, if I have used any personal computer, server, or e-mail system to receive, store, review, prepare or transmit any Company information, including but not limited to, Confidential Information, I agree to provide Company with a computer-useable copy of all such Confidential Information and then permanently delete and expunge such Confidential Information from those systems; and I agree to provide Company access to my system as reasonably requested to verify that the necessary copying and/or deletion is completed. I further agree that any property situated on Company's premises and owned by Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company's personnel at any time with or without notice. Prior to leaving, I will cooperate with Company in attending an exit interview and completing and signing Company's termination statement if required to do so by Company.

8. Legal and Equitable Remedies.

8.1. I agree that it may be impossible to assess the damages caused by my violation of this Agreement or any of its terms. I agree that any threatened or actual violation of this Agreement or any of its terms will constitute immediate and irreparable injury to Company, and Company will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that Company may have for a breach or threatened breach of this Agreement.

8.2. In the event Company enforces this Agreement through a court order, I agree that the restrictions of Section 4 will remain in effect for a period of twelve (12) months from the effective date of the Order enforcing the Agreement.

9. Notices.

Any notices required or permitted under this Agreement will be given to Company at its headquarters location at the time notice is given, to me at my address as specified below, or at such other address as Company or I may designate by written notice to the other. Notice will be effective upon receipt of delivery. If delivered by certified or registered mail, notice will be considered to have been given five business days after it was mailed, as evidenced by the postmark. If delivered

by courier or express mail service, notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt.

10. Publication of This Agreement to Subsequent Employer or Business Associates of Employee.

10.1. If I am offered employment or the opportunity to enter into any business venture as owner, partner, consultant or other capacity during my Relationship and for two (2) years after the (the "Restricted Period"), I agree to inform my potential employer, partner, co-owner and/or others involved in managing the business with which I have an opportunity to be associated of my obligations under this Agreement and also agree to provide such person or persons with a copy of this Agreement.

10.2. I agree to inform Company of all employment and business ventures which I enter into that are reasonably likely to be considered Competitive Activities during the Restricted Period and I also authorize Company to provide copies of this Agreement to my employer, partner, co-owner and/or others involved in managing the business with which I am employed or associated and to make such persons aware of my obligations under this Agreement.

11. General Provisions.

11.1. Successors and Assigns. This Agreement is for my benefit and the benefit of Company, its successors, assigns, parent corporations, subsidiaries, affiliates, and purchasers, and will be binding upon my heirs, executors, administrators and other legal representatives. This Agreement is not assignable by me.

11.2. Survival. This Agreement shall survive the termination of the Relationship, regardless of the reason, and the assignment of this Agreement by Company to any successor in interest or other assignee.

11.3. No Guarantee of Employment. I agree and understand that nothing in this Agreement guarantees the continuation of the Relationship, or changes the "at-will" status of employment if I am an employee of Company. Nothing in this Agreement shall limit Company's right to terminate the Relationship at any time, with or without cause or advance notice.

11.4. Waiver. No waiver by Company of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Company of any right under this Agreement will be construed as a waiver of any other right. Company will not be required to give notice to enforce strict adherence to all terms of this Agreement.

11.5. Effective Date. This Agreement shall be deemed to be effective the earlier of the commencement of the Relationship, or, the first disclosure of Confidential Information to me by Company.

11.6. Export. I agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company or any products utilizing such data, in violation of the United States export laws or regulations.

11.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. This Agreement may also be executed and delivered by facsimile signature, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com).

11.8. Advice of Counsel. I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION OF THIS AGREEMENT.

11.9. Entity Counterparties. If the undersigned is an entity, the undersigned hereby agrees and acknowledges that its employees, consultants and contractors are expected to comply with all of the provisions hereof on behalf of the undersigned. The undersigned represents and warrants to the Company that it has entered into written agreements with any of its employees, consultants or contractors that may be involved with performing services, directly or incidentally, for the Company, such that it may compel such employees, consultants or contractors to comply with the provisions hereof, including but not limited to the provisions regarding equitable relief contemplated by Section 8.1 hereof.