

TERMS OF EMPLOYMENT

As a condition of my employment with [Company] (the "Company") or continued employment and receipt of the compensation now and hereafter paid by Company, I agree to the following Terms of Employment:

1. Employment at Will.

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term, and that such employment may be terminated at any time (subject to such requirements as to notice as may be applicable) either by me or by the Company for any or no reason whatsoever, and I hereby waive and disclaim any express or implied covenants to the contrary. In accepting employment by Company, I have not relied and will not rely on any statements or representations, whether oral or in writing, by any officers, employees or agents of Company concerning the duration or term of employment, grounds and procedures for discharge or termination of employment, or any other terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of Company. I further understand that the provisions of any employee handbooks, personnel manuals and any and all other written statements of or regarding personnel policies, practices or procedures that are or may be issued by Company or any official or department thereof from time to time do not and shall not constitute a contract of employment and create no vested rights; that any such provisions may be changed, revised, modified, suspended, cancelled, or eliminated by Company at any time without notice; and that they constitute guidelines only and may be disregarded either in individual or Company-wide situations when in the sole opinion and judgment of Company circumstances so require.

2. Confidential Information.

A. Company Information. I agree at all times during the term of employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of Company, or to disclose to any person, firm or corporation without written authorization of Company, the Confidential Information of Company. I understand that "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom I call or with whom I became acquainted during the term of my employment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, financial or other business information disclosed to me by Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. Company acknowledges that Confidential Information does not include any of the foregoing items which have become publicly known and made generally available through no wrongful act of me or of others who were under confidentiality obligations as to the item or items involved.

B. Former Employer Information. I agree not to improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

C. Third Party Information. I recognize that Company has received and in the future will receive from third parties their confidential or proprietary information (such as, but not limited to, software programs provided by license) subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for Company consistent with Company's agreement with such third party. I agree to comply with Company's policies and procedures, as applicable from time to time, with respect to such information.

3. Inventions.

A. Inventions Retained and Licensed. Attached hereto, as Exhibit A, is a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which I made prior to

employment with Company (collectively referred to as "Prior Inventions"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list attached, I represent that there are no such Prior Inventions. If in the course of employment with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

B. Assignment of Inventions. I agree to promptly make full written disclosure to Company, to hold in trust for the sole right and benefit of the Company, and hereby assign to Company, or its designee, all of my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registerable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "Inventions"), except as provided in Section 3.C. below. I further acknowledge that all original works of authorship which are made by the employee (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

C. Inventions Assigned to the United States. I agree to assign to the United States government all of my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between Company and the United States or any of its agencies.

D. Maintenance of Records. I agree to assist Company, or its designee, at Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, or other intellectual property rights relating thereto in any and all countries, including the disclosure to Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I agree that the obligation to execute or cause to be executed, when it is in my power to do so, and such instrument or papers shall continue after the termination of my employment. If Company is unable to secure my signature due to mental or physical incapacity or if I am otherwise unavailable or unable to sign or to apply for or pursue any application for any United States or foreign patents or for copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

4. Conflicting Employment.

I agree that, during the term of my employment with Company, I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to Company.

5. Returning Company Documents.

I agree that, at the time I leave the employ of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to employment with Company or otherwise belonging to Company, its successors or assigns. Upon termination of my

employment for any reason, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit B.

6. Notification of New Employer.

Upon termination of my employment for any reason, I hereby grant consent to notification by the Company to any subsequent employer about rights and obligations under this Agreement.

7. Solicitation of Employees.

I agree that for a period of [**Non-Solicitation Period**] immediately following the termination of my employment with Company for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage any of Company's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of Company, either for me or for any other person or entity.

8. Other Policies.

I agree to comply with all Company policies, rules and procedures that are generally applicable to Company employees.

9. Equitable Relief.

I agree that it would be impossible or inadequate to measure and calculate Company's damages from any breach of the covenants set forth in Sections 2, 3, 4, 5, and 7 herein. Accordingly, I agree that upon breach of any of such Sections, Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Terms of Employment. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to the issuance of such injunction and to any order of specific performance.

10. General Provisions.

A. Governing Law; Consent to Personal Jurisdiction. This Terms of Employment will be governed by the laws of the State of [**State of Governing Law**], and I hereby expressly consent to the personal jurisdiction of the state and federal courts located therein for any lawsuit filed there by the Company arising from or relating to my employment.

B. Entire Agreement. This Terms of Employment sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Terms of Employment, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Terms of Employment.

C. Severability. If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect.

D. Successors and Assigns. This Terms of Employment will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

Date: _____

(Employee's signature)

(Print Employee's Name)

EXHIBIT A

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP**

<u>Title</u>	<u>Date</u>	<u>Identifying Name or Number or Brief Description</u>
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_____ No inventions or improvements

_____ Additional Sheets Attached

Date: _____

(Employee's Signature)

(Print Employee's Name)

EXHIBIT B

TERMINATION CERTIFICATION

The undersigned Employee certifies that Employee does not have in possession, and has not failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to **[Company]**, its subsidiaries, affiliates, successors or assigns (together, the "Company").

Employee further certifies compliance with all the Terms of Employment signed by Employee, including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by Employee (solely or jointly with others) covered by that agreement.

Employee further agrees that, in compliance with the Terms of Employment, Employee will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

Date: _____

(Employee's Signature)

(Print Employee's Name)