**PROPRIETARY INFORMATION**

 **AND INVENTIONS AGREEMENT**

**[for Employees and Consultants]**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Inc.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_, Inc.:

The following confirms an agreement between me and \_\_\_\_\_\_\_\_\_\_\_, Inc., a \_\_\_\_\_\_\_\_\_\_ Corporation (the “Company” which term includes the Company’s subsidiaries), which is a material part of the consideration for my employment by the Company or my retention by the Company as an independent contractor, as the case may be.

1. I recognize that the Company is engaged in a continuous program of research, development and production respecting its business, present and future, and that the Company possesses and will continue to create, discover, develop, learn, and possess information (including without limitation information created by, discovered or developed by, or made known to, me during the period of or arising out of my employment or retention by the Company) and/or in which property or proprietary rights have been assigned or otherwise conveyed to the Company, which such information has commercial value in the business in which the Company is engaged. All of the aforementioned information is hereinafter called “Proprietary Information.” By way of illustration, but not limitation, Proprietary Information includes trade secrets, processes, formulas, product development efforts, data and know-how, hardware designs, software programs, improvements, inventions, techniques, marketing plans, strategies, financial and other forecasts, computer programs, copyrightable material, and customer lists.
2. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to any Proprietary Information:
	1. applicable to the business of the Company; or
	2. applicable to the business of any client, customer, vendor or affiliate of the Company, which may be made known to me by the Company or by any client, customer, vendor or affiliate of the Company, or learned by me during the period of my employment or retention.
3. In consideration of my continued employment or retention by the Company, as applicable, and the compensation received by me from the Company from time to time, I hereby agree as follows:
	1. All Proprietary Information shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information. I acknowledge that any copyrightable work written, authored, prepared, produced or developed by me, in whole or in part, individually or jointly with others, is a work made for hire for the Company, within the definition of Section 101 of Title 17 of the United States Code. At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust all Proprietary Information, and will not use or disclose any Proprietary Information or anything relating to such Proprietary Information without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties for the Company.
	2. All documents, records, apparatus, equipment and other physical property, whether or not pertaining to Proprietary Information, furnished to me by the Company or produced by myself or others in connection with my employment shall be and remain the sole property of the Company and shall be returned to the Company immediately as and when requested by the Company. Even if the Company does not so request, I shall return and deliver all such property upon termination of my employment by me or by the Company for any reason and I will not take with me any such property or any reproduction of such property upon such termination.
	3. I will promptly disclose to the Company, or any persons designated by it, all improvements, inventions, formulas, ideas, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the term of my employment (or if a Consultant, relating to the services I render to the Company) and (subject to reasonable confidentiality restrictions) for six (6) months thereafter (all such improvements, inventions, formulas, ideas, processes, techniques, know-how and data shall be hereinafter collectively called “Inventions”).
	4. I agree that all Inventions which I develop or have developed (in whole or in part, either alone or jointly with others) and (i) use or have used equipment, supplies, facilities or Proprietary Information of the Company, or (ii) use or have used the hours or time for which I am to be or was compensated by the Company, or (iii) which relate to the business of the Company or to its actual or demonstrably anticipated research and development or (iv) which result in whole or in part, from work performed by me for the Company, shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such Inventions. I acknowledge that any copyrightable work written, prepared, produced or developed by me, in whole or in part, individually or jointly with others, is a work made for hire for the Company, within the definition of Section 101 of Title 17 of the United States Code. I further agree as to all such Inventions and improvements to assist the Company in every reasonable way (but at the Company’s expense) to obtain, and from time to time enforce, patents, copyrights or other rights in such Inventions and improvements in any and all countries, and to that end will execute all documents for use in applying for and obtaining such patents and copyrights thereon and enforcing same, as the Company may desire, together with any assignments thereof to the Company or persons designated by the Company. My obligation to assist the Company in obtaining and enforcing patents, copyrights or other proprietary rights for such Inventions and improvements in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after such termination, for time actually spent by me at the Company’s request on such assistance. In the event that the Company is unable for any reason whatsoever to secure my signature or execute any patent, copyright or other application with respect to such Inventions and improvements (including renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and in my behalf and instead of me, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other rights thereon, with the same legal force and effect as if executed by me.
	5. As a matter of record I attach hereto (in Exhibit A) a complete list of all Inventions or improvements relevant to the subject matter of my employment by the Company which have been made or conceived or first reduced to practice by me, alone or jointly with others, prior to my employment with the Company that I desire to remove from the operation of this Agreement, and I covenant that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions and improvements at the time of my signing this Agreement.
	6. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.
	7. I represent that execution of this Agreement, my employment with, or retention by, the Company and my performance of my proposed duties to the Company in the development of its business will not violate any obligations I may have to any former employer or, in the case of a contractors, any former or current employer or client.
	8. This Agreement does not require assignment of any Inventions which an employee cannot be obligated to assign under Section 2870 of the California Labor Code (hereinafter called “Section 2870”). However, I will disclose any Inventions to the Company as required by Section 3(c) hereof regardless of whether I believe the Invention is protected against required assignment by Section 2870. Such disclosure shall be received in confidence by the Company, to the extent that the Company has no interest in or ownership of the Information, Invention or other disclosure disclosed to the Company.
	9. I understand that I have a right under 18 U.S.C. §1833(b) to disclose in confidence trade secrets to the Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. I also understand that I have a right to disclose trade secrets in a documents filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. §1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. §1833(b).
4. This Agreement shall be effective as of the date that I first provided services to the Company.
5. This Agreement shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, its successors and assigns.
6. If I am employed by the Company, I understand that such employment is not for a specific term and can be terminated by myself or the Company at any time for any reason or for no reason, with or without cause, and for no cause. Any contrary representations which may have been made or which may be made by the Company or any agent or representative of the Company are superseded by this Section 6.
7. If I am providing services to the Company as an independent contractor, I acknowledge that I am not an employee of the Company, that I control the means by which I accomplish any tasks or projects assigned to me by the Company, that I am not an agent for or representative of the Company and cannot represent or bind the Company and that this Agreement does not create any partnership, joint venture, employment or unincorporated association by or between myself and the Company.
8. Without limiting the foregoing, I understand that in the event I am not employed by the Company and not providing services as an independent contractor to the Company I will not be limited in owning, operating, managing, being employed by or otherwise being involved in a similar business.
9. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by the NeuCourt online arbitration platform, www.neucourt.com, in accordance with the NeuCourt Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party further acknowledges and agrees that communications from the NeuCourt platform, including initial notification of a dispute, shall be sent to the email addresses set forth for such party on the signature page hereto or to such email addresses customarily used by each party for the other party hereto, unless otherwise notified to the other party in writing in accordance with the notification provisions in this contract. The parties hereto understand the importance of ensuring that they are notified of a dispute and therefore represent that they have been careful to identify an email address to which they believe they will always have unfettered access. Nothing in this clause shall prevent a party from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction.

 **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **[Service Provider]**

 **Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Accepted and Agreed to by:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, INC.**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

### \_\_\_\_\_\_\_\_\_\_\_\_\_\_, CEO

**Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **EXHIBIT A**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Inc.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Dear \_\_\_\_\_\_\_\_\_\_\_, Inc.:

1. The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by \_\_\_\_\_\_\_\_\_\_\_\_, Inc.(the “Company”) that have been made or conceived or first reduced to practice by me, alone or jointly with others, prior to my employment or retention by the Company, that I desire to remove from the operation of the Company’s Proprietary Information and Inventions Agreement.

\_\_\_\_\_\_\_ No inventions or improvements.

\_\_\_\_\_\_\_ See below: Any and all inventions regarding

\_\_\_\_\_\_\_ Additional sheets attached.

2. I propose to bring to my employment, or retention, as the case may be, the following materials and documents of a former employer:

\_\_\_\_\_\_\_ No materials or documents.

\_\_\_\_\_\_\_ See below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Service Provider]**