

EMPLOYMENT AGREEMENT

In consideration for my employment with [Company Name], a California corporation, with offices at [company address] (hereinafter "Company"), and the compensation paid or to be paid, I agree as follows:

1. EMPLOYEE'S OBLIGATIONS: I agree to perform diligently, faithfully and to the best of my ability, all duties assigned and instructions given to me by authorized personnel of the Company, to comply with the rules, regulations, policies and procedures of the Company, and to act and comport myself at all times in the best interests of the Company.

2. OWNERSHIP OF INVENTIONS: With respect to any and all inventions, discoveries, conceptions, ideas and/or improvements created, conceived or developed by me (whether alone or in combination with others) at any time during my employment by the Company (the "Inventions"):

(a) I agree to promptly disclose the details of each such Invention to an authorized representative of the Company and provide such representative with all information in my possession relative thereto including all possible applications for such Inventions;

(b) All such Inventions, whether or not patented or patentable, shall be deemed the sole and exclusive property of the Company; I agree to execute any and all documents which the Company deems necessary to transfer or assign such rights to the Company, and I hereby do assign my entire right, title, and interest in each of the Inventions to the Company;

(c) I agree, at no cost to the Company, to execute any and all documents which the Company deems necessary to obtain, maintain and/or enforce its rights in such Inventions including, but not limited to, any patent applications which the Company elects to file in all countries in the world and, at no cost to the Company, to fully cooperate with the Company in the obtaining, maintaining and enforcement of any intellectual property protection sought or obtained for such Inventions including providing any testimony required to obtain, maintain and/or enforce such rights; and

(d) I will not file any patent applications relating to such Inventions without first obtaining an express release from a duly authorized representative of the Company.

This Paragraph 2 does not apply to any Invention that qualifies fully under California Labor Code § 2870, which states:

Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from any work performed by the employee for the employer.

Notwithstanding California Labor Code § 2870, I agree to promptly and confidentially disclose the details of each Invention to an authorized representative of the Company so that the Company can determine who owns the Invention as permitted under California Labor Code § 2871.

3. OWNERSHIP OF TRADEMARKS: I acknowledge that the Company shall retain all right, title, and interest in all trademarks, trade dress, and good will that results from the use of such trademarks and trade dress within any field in which the Company has operated.

4. OWNERSHIP OF COPYRIGHTS: All products and results of my services rendered during the course of my employment with the Company (the “Work”) are works made for hire. I acknowledge and agree that the Work (and all rights therein, including, without limitation, copyrights) belongs to and shall be the sole and exclusive property of the Company.

Notwithstanding the foregoing, I also hereby assign and transfer to the Company, its successors and assigns, the entire right, title, and interest in and to all copyrights in the Work; all registrations and copyright applications relating thereto and all renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights; and all rights corresponding to the foregoing throughout the world.

If the Work is one to which the provisions of 17 U.S.C. § 106A apply, I hereby waive and appoint the Company to assert on my behalf my moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions or the Work, in any medium, for the Company’s purposes.

I agree to execute all papers and to perform such other proper acts as the Company may deem necessary to secure for the Company or its designee the rights herein assigned.

5. CONFIDENTIALITY AND TRADE SECRETS: I recognize that during the course of my employment with the Company, I may have occasion to conceive, create, develop, review, or receive information which is considered by the Company to be confidential or proprietary including information relating to inventions, patent, trademark and copyright applications, improvements, know-how, specifications, drawings, cost data, process flow diagrams, customer and vendor lists, cost and pricing information, bills, ideas and/or any other written material referring to same (the “Confidential Information”). Both during the term of my employment and thereafter:

(a) I acknowledge that the Confidential Information is valuable to the Company since the Confidential Information is not generally known to the public or to other persons who can obtain economic value from its disclosure or use.

(b) I agree to maintain in confidence such Confidential Information unless or until: (1) it shall have been made public by an act or omission of a party other than myself; or (2) I receive such Confidential Information from an unrelated third party on a non-confidential basis, whichever shall first occur. I further agree to use all reasonable precautions to assure that all such Confidential Information is properly protected and kept from unauthorized persons or disclosure.

(c) If requested by the Company, I agree to promptly return to the Company all materials, writings, equipment, models, mechanisms and the like obtained from or through the Company including, but not limited to, all Confidential Information all of which I recognize is the sole and exclusive property of the Company.

(d) I agree that I will not, without first obtaining the prior written permission of the Company: (1) directly or indirectly utilize such Confidential Information in my own business; or (2) manufacture and/or sell any product which is based in whole or in part on such Confidential Information; or (3) disclose such Confidential

Information to any third party; or (4) publish articles or other written materials, including blogs, pertaining to the Company's business or the Confidential Information.

6. NON-COMPETE: While in the employ of the Company, I will not render any services as either an employee or independent consultant to any entity which is in direct competition with the Company or which operates in any field in which the Company has operated or in which the Company is likely to operate in the future.

7. EFFECT OF TERMINATION: My obligations under Paragraphs 2, 3, 4 and 5 shall survive expiration or termination of this Agreement.

8. EXCLUDED INVENTIONS: I identified on the back of this Agreement all inventions and discoveries which I conceived or developed prior to my employment by the Company and which are owned by either myself or a former employer and shall not be part of this Agreement. Any such inventions or discoveries not listed on the back of this Agreement shall be deemed made or conceived during such employment with the Company.

9. EMPLOYMENT AT WILL: I understand that nothing in this Agreement creates a contract for employment for any specific duration. I further understand that I am an at-will employee, meaning that either I or the Company can terminate my employment with the Company at any time, with or without reason or notice.

10. PRIOR AGREEMENTS: I further identified on the back of this Agreement all agreements which I entered into with prior employers regarding the preservation of confidential information and/or the ownership of inventions. It is expressly understood and agreed that the Company does not expect me to divulge the confidential information of a prior employer or otherwise violate any provision of such agreements. I agree to promptly supply to the Company copies of any such written agreements so identified.

11. GOVERNING LAW/DISPUTES: This Agreement shall be governed in accordance with the laws of the State of California. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The language of the arbitration shall be English, and the place of arbitration shall be Los Angeles County, California.

The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrator(s), all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

12. AGREEMENT BINDING ON SUCCESSORS: The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

13. WAIVER: No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

14. SEVERABILITY: If any term, clause or provision in this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

15. ASSIGNABILITY: This Agreement and the rights and obligations under the Agreement are personal with respect to me and may not be assigned by any act without the prior written consent of the Company. The Company shall have the absolute, unfettered right to assign this Agreement to a successor in interest to the Company or to the purchaser of any of the assets of the Company.

16. INTEGRATION: This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement on the dates indicated below.

EMPLOYEE

[COMPANY NAME]

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Date)

(Title)

(Date)