



Confidentiality and New Inventions Agreement

This Confidentiality and New Inventions Agreement (the "Agreement") is made and entered into on this day by and between ADT LLC, for itself and for the benefit of its parents, subsidiaries and affiliates (hereafter collectively referred to as "Employer") and the employee whose signature appears below ("Employee").

I. "AT WILL" EMPLOYMENT

Except where prohibited by law or modified by a collective bargaining contract, nothing in this Agreement alters the at-will nature of Employee's employment with Employer. Employee understands that either Employee or Employer may terminate the employment relationship at any time, for any reason, with or without cause or notice. Only the Vice President – Human Resources of Employer has the authority to enter into any agreement for employment for a specified period of time. No agreement limiting the at-will nature of Employee's employment with Employer is enforceable unless it is in writing and signed by the Vice President – Human Resources of Employer.

II. CONFIDENTIAL INFORMATION AND TRADE SECRETS

A. Definition of Confidential Information. "Confidential Information" means any information or material, not generally known to the public, which may include, for example and without limitation, information and materials, in spoken, printed, electronic, or any other form or medium, relating or pertaining to Employer's finances, accounting, business plans, strategic plans, personnel and management, development and projects, marketing plans, sales, products and services, pricing or pricing strategies, customer names and addresses and price lists, customer or prospective customer lists, other customer information (including, without limitation, customer methods of operation, requirements, preferences and history of dealings with Employer), vendor lists, vendor information (including, without limitation, their history of dealings with Employer), employee files, skills, performance and qualifications of Employer's personnel, other confidential information and trade secrets, secret formulations, techniques, methods, processes, technical information, inventions (whether patented or unpatented), copyrights, know-how, algorithms, computer programs, computer codes and related documentation, processes, research, development, licenses, permits, and compilations of any of the foregoing information relating to the actual or anticipated business of Employer. "Confidential Information" also means information received by Employer from any third party that has entrusted such information to Employer in confidence. "Confidential Information" does not include information regarding employees' terms and conditions of employment or other rights protected under the National Labor Relations Act.

B. Non-use and Nondisclosure of Confidential Information. During Employee's employment with Employer and at any time after such employment, Employee agrees that he/she will not make any use of or disclose to any other person or organization any Confidential Information except (a) as necessary to conduct authorized business of the Employer within the scope of Employee's employment with Employer, and (b) as otherwise authorized by Employer in writing. Employee specifically agrees not to use or attempt to use any Confidential Information on behalf of any person or entity other than Employer, or in any manner which may injure or cause loss or may be calculated to injure or cause loss, whether directly or indirectly, to Employer.

C. Maintenance of Trade Secrets. During Employee's employment with Employer and at any time after such employment, Employee agrees that he/she will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of Employee's assigned duties and for the benefit of the Employer, any Confidential Information that is a trade secret of or relating to the Employer, any of its subsidiaries, affiliated companies or businesses, which is or was obtained by Employee during Employee's employment by the Employer or a subsidiary. Employee understands and agrees that Employee's

agreement not to use or disclose such Confidential Information includes, but is not limited to, that Employee will not, directly or indirectly: (i) use Employer trade secrets to identify or target existing customers of Employer for Employee's own personal benefit or the benefit of any other firm or entity; (ii) use trade secrets to facilitate the solicitation, for Employee's own personal benefit or the benefit of any other firm or entity, of any existing customers of Employer; and/or (iii) use trade secrets to otherwise unfairly compete with Employer.

D. Permitted Disclosures.

Notwithstanding anything to the contrary in this Agreement, pursuant to United States federal law as set forth in 18 USC Section 1833(b), Employee understands that Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of any Confidential Information that is a trade secret that is made: (1) confidentially 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) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If Employee files a lawsuit for retaliation by Employer for reporting a suspected violation of law, Employee may disclose such trade secrets to Employee's attorney and use the trade secret information in related court proceedings, provided that Employee files any document containing the trade secret information under seal and does not disclose the trade secret, except pursuant to court order.

The foregoing sections B and C will not apply to information that (i) was known to the public prior to its disclosure to Employee; (ii) becomes known to the public subsequent to disclosure to Employee through no wrongful act of Employee or any representative of Employee; or (iii) Employee is required to disclose by applicable law, regulation or legal process (provided that Employee provides the Employer with prior notice of the contemplated disclosure and reasonably cooperates with the Employer at its expense in seeking a protective order or other appropriate protection of such information). Despite clauses (i) and (ii) of the preceding sentence, Employee's obligation to maintain such disclosed information in confidence will not terminate where only portions of the information are in the public domain.

Further, nothing in this Agreement prohibits or restricts Employee (or Employee's attorneys) from initiating communications directly with, responding to any inquiry from, or providing testimony before the Department of Justice, the U.S. Congress, the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization, or any other state or federal regulatory authority, regarding this Agreement or its underlying facts or circumstances or a possible violation of federal law or regulation, including but not limited to, a securities law violation or fraud, waste or abuse related to the performance of a U.S. Government contract. Employee does not need prior authorization from Employer or Employer's Law Department to communicate, respond or make any such reports or disclosures and is not required to notify Employer or Employer's Law Department that Employee has communicated, responded or made such reports or disclosures.

E. Return of Confidential Information and Trade Secrets. Upon termination of Employee's employment with Employer (voluntary or otherwise), or at any time upon Employer's request, Employee will (i) promptly deliver and return to Employer all of Employer's Confidential Information, trade secrets, and property including, but not limited to, drawings, blueprints, manuals, samples, customer lists, financial data, letters, notes, notebooks, reports and all copies of such property, and any and all other materials of a secret or confidential nature relating to Employer's business which are in the possession or under the control of Employee, whether they were provided to Employee by Employer or created by Employee in connection with Employee's employment by Employer; and (ii) delete or destroy all copies of any such documents and materials not returned to Employer that remain in Employee's possession or control, including those stored on any non-Employer devices, networks, storage locations, and media in Employee's possession or control.

III. OWNERSHIP AND ASSIGNMENT OF WORKS

A. In General. Employee agrees that all right, title and interest in any and all ideas, representations, textual material, illustrations, original works of authorship, developments, reduction to practice,

improvements, inventions, concepts, discoveries, designs, trademarks, trade secrets, and other items developed and/or conceived by Employee solely or jointly with another during the course or as a result of Employee's employment with Employer, and which are related to the business or activities of Employer (collectively "Works"), will be the sole and exclusive property of Employer, and that such Works, to the extent they are protected by copyright, will be deemed to be a work made for hire. Works do not include any invention that Employee developed entirely on Employee's own time without using Employer's equipment, supplies, facilities, or trade secret information unless those inventions relate to Employer's business, or actual or anticipated research or development of Employer, or result from work performed by Employee for Employer. Employee will disclose promptly to Employer or its nominee any and all such Works. Employee understands and agrees that the decision whether or not to commercialize or market any Works developed by Employee solely or jointly with others is within Employer's sole discretion and for Employer's sole benefit, and that no royalty will be due to Employee as a result. Employee will promptly make full written disclosure to Employer of, and will hold in trust for the sole right and benefit of Employer, all of Employee's right, title, and interest in and to any and all Works, whether or not patentable or registerable under intellectual property laws, in and for all countries.

B. Assignment of Works. Employee agrees to assign and hereby assigns to Employer all of Employee's right, title and interest in and to all Works. To the extent that any Works may not, by operation of law, be work made for hire, Employee hereby assigns to Employer the ownership of all rights to obtain and hold in its own name copyrights or other protection which may be available or become available in the Works. Employee hereby expressly and irrevocably waives any rights that Employee may have now or in the future in and to all Works, including, without limitation, all moral rights to the extent provided for under applicable law. Despite the foregoing, to the extent that any provision of this paragraph is unenforceable because it requires the assignment of any invention in contravention of the law or public policy of that jurisdiction, this paragraph shall be interpreted to impose only the maximum permissible assignment obligation.

C. Assistance by Employee. Employee will cooperate fully with Employer, both during and after the termination of Employee's employment with Employer, with respect to the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in the United States and other countries) relating to the Works. Employee will execute any and all papers, including without limitation, copyright applications, patent applications, declarations, oaths, assignments, and powers of attorney, which Employer may deem necessary or desirable in order to protect its rights, title and interests in any Works. If Employer is unable, after reasonable effort, to secure the signature of Employee, Employee hereby irrevocably designates and appoints each executive officer of Employer from time to time as Employee's agent and attorney-in-fact to execute any such papers on behalf of Employee, and to take any and all actions Employer may deem necessary or desirable to protect its rights and interests in any Works.

IV. OTHER AGREEMENTS AND INFORMATION CONCERNING FORMER EMPLOYERS

Employee represents that, except as Employee has disclosed in writing to Employer, Employee is not bound by any agreement with any previous employer or other party to refrain from using or disclosing any confidential information in the course of Employee's employment with Employer or from competing with the business of such previous employer or any other party. Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and will not bring onto the premises, computers, or networks of Employer any information that Employee is legally barred from using or disclosing, unless consented to in writing by such employer, person or entity.

V. NOTIFICATION OF NEW EMPLOYER

In the event Employee leaves the employ of Employer, Employer may provide notification to Employee's new employer concerning Employee's rights and obligations under this Agreement and any other agreements that contain post-employment obligations to Employer. Employee further agrees to notify any subsequent employers of this Agreement prior to commencing subsequent employment.

VI. REMEDIES IN THE EVENT OF BREACH

Employee acknowledges and agrees that Employer's Confidential Information and Employer's ability to reserve it

for its exclusive knowledge and use is of great competitive importance and commercial value to Employer, and that improper use or disclosure of the Confidential Information by Employee will cause irreparable harm and damages to the Employer, for which remedies at law will not be adequate. In the event of a breach or threatened breach by Employee of any of the provisions of this Agreement, Employee hereby consents and agrees that Employer shall be entitled to, except to the extent specifically limited by governing law and in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing such damages or other irreparable harm. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief. Employee and Employer agree that any application for temporary restraining order and/or temporary or preliminary injunctive relief shall be adjudicated exclusively in a court of competent jurisdiction, even if Employee and the Company are parties to an arbitration agreement that otherwise includes disputes under this Agreement. Employee agrees that the injunctive relief to which Employee consents hereinabove, under the circumstances addressed in this section, shall be granted by a court of competent jurisdiction pending arbitration on the merits in order to preserve the status quo pending such arbitration.

VII. GENERAL PROVISIONS

A. Choice of Law. This Agreement will be governed by, construed, interpreted, and its validity determined under the law of the State, District or Territory of the United States in which Employee last worked for Employer, without regard to such jurisdiction's conflicts of laws principles. Such law shall govern regardless of the court or arbitration forum in which a dispute may be adjudicated.

B. Severability, Binding Effect and Assignment. If any portion of this Agreement is found to be void or unenforceable, the parties intend that the court should reform, modify, and enforce the provision to such narrower scope as it determines to be reasonable and enforceable. In the event that reformation is not possible, said portion of this Agreement will be severed here-from, so as to leave the remainder of this Agreement in full force and effect. This Agreement will be binding upon Employee's heirs, executors, and administrators and will inure to the benefit of Employer and its successors and assigns. Employer may assign this Agreement to any other corporation or entity which acquires (whether by purchase, merger, consolidation or otherwise) all or substantially all of the business and/or assets of Employer.

C. Attorneys' Fees and Costs. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled, in addition to its court costs, to such reasonable attorney's fees and expenses as fixed by the court.

D. Entire Agreement. No Oral Modifications. Waiver. The parties agree that this Agreement contains the entire understanding between Employer and Employee with respect to the subject matter hereof, and that there are no representations, warranties, promises or undertakings other than those contained in the provisions above, except that it is understood and agreed that nothing in this Agreement supersedes any terms of any agreement Employee has entered into with Employer that contains any restrictive covenants, such as, solely by way of example, non-competition or non-solicitation agreements. Moreover, nothing in this Agreement supersedes the rights and obligations of Employee and Employer as set forth in Employer's Code of Conduct, as it may be amended from time to time. No waiver or modification of any of the terms or provisions of this Agreement will be valid unless contained in writing and signed by both Employee and a duly authorized representative of Employer. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

EMPLOYEE CONFIRMS THAT EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT AND IS EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY EMPLOYER OR ANYONE ELSE.

IN WITNESS WHEREOF, this Agreement has been executed and delivered on the date written below.

2022-11-14

Employee Name

Employee Signature

Date