

## **Assignment of Copyrights and Patents**

In connection with my assignment to provide services to Aflac.

I agree that any and all discoveries and/or inventions (which shall include improvements and modifications) relating to work I perform while providing services to Aflac or relation to matters disclosed to me by Aflac in connection with work to be performed or suggested by such matters whether or not patentable which discoveries and/or inventions are ,are made or conceived by me, solely or jointly with others during the term of my assignment (regardless of whether conceived or developed during work hours) or during a period of one (1) year thereafter, shall be the property of Aflac as "work made for hire" to the extent provided by sections 101 and 201(b) of the Copyright Act. 17 U.S.C. 101 et seq. and such discoveries and/or inventions shall be promptly disclosed to Aflac.

Aflac shall have the right to file and prosecute at its own expense all patent applications, whether U.S. or foreign on said discoveries and/or inventions.

I shall during any assignment to Aflac or at any time thereafter provide to Aflac all documents information and assistance requested for the filing or prosecution of any such patent application for the preparation prosecution or defense of any legal action or application pertaining to such discoveries and/or inventions and for the assignment or conveyance to Aflac of all right, title, and interest in and to such discoveries and/or inventions, patent application, and letters patent issuing thereon.

## **Assigned Employee**

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(Signature)

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(Printed Name)

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(Date)

## **Assigned Employee Confidentiality Agreement**

As a condition of my assignment by \_\_\_\_\_ to Aflac incorporated or one of its subsidiaries, divisions, related companies or affiliates (collectively "Aflac"). I hereby acknowledge and agree as follows:

### **Confidential Information**

"Confidential Information" means and all data and information, whether disclosed orally, in writing, by observation, or otherwise, relating to Aflac's business of which I become aware as a consequence of, during, or through my assignment which is not generally known to Aflac's competitors or the public and is subject to reasonable efforts to maintain secrecy. Confidential information covered by this Agreement does not have to be marked "Confidential" to be treated as such. Confidential Information may include, without limitation, information relating to Aflac's designs, programs, methods, research and development finances, actual or potential policyholder, payroll account and agent information and lists, pricing practices, marketing strategies, existing and future products and services or business plans and operations whether written or otherwise which is not common knowledge in Aflac's industry or to the public. Confidential Information shall not include data or information that has been voluntarily disclosed to the public or its competitors by Aflac (except where such public disclosure has been made by me or another without authorization) or that has been independently developed and disclosed by others or that otherwise enters the public domain through lawful means.

I agree that all Confidential Information and all physical embodiments thereof are confidential to Aflac and will remain Aflac's sole exclusive property. I warrant and agree that for the period of twenty-four (24) month; immediately following cessation of my assignment, I will not reproduce, use, distribute, disclose, publish, misappropriate or otherwise disseminate any Confidential Information and will not take any action causing or fail to take any action to or event any Confidential Information to lose its character as Confidential Information.

### **Trade Secrets**

"Trade Secrets" means any Confidential Information described above without regard to form which (I) is not commonly known by or available to the public (II) deserves economic value, actual or potential from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (III) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy

I agree that all Trade Secrets and all physical embodiments thereof are confidential to Aflac and will remain Aflac's sole and exclusive property. I warrant and agree that until and unless such Trade Secrets lose their status as Trade Secrets through no fault, either directly or indirectly, of mine I will not reproduce, use, distribute, disclose, publish, misappropriate or otherwise disseminate any Trade Secrets and will not take any action causing or fail to take any action to prevent any Trade Secrets to lose its character; as a Trade Secret.

### **Return of Property**

All Confidential information, Trade Secrets and other Aflac records, files, memoranda, reports, lists, materials, drawings, designs, proposals, plans, sketches, documents, computer programs, disks, computer printouts and the like (together with all copies thereof) relating to the business of Aflac which I used, prepared, or came in contact with in the course of, or as a result of my assignment are the sole

property of Aflac. I shall return all such materials including any copies to Aflac upon request by Aflac or immediately upon the end of my assignment.

#### Severability of Provisions

If any provision of this agreement or the application of any such provision to any person or circumstance is held invalid the remainder of the Agreement and the applications of such provision other than to the extent it is held invalid will not be invalidated or affected thereby.

#### **Assigned Employee**

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(Signature)

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(Printed Name)

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(Date)

**Agreement and Waiver**

In consideration of my assignment to Aflac by \_\_\_\_\_

I agree that I am solely an employee of \_\_\_\_\_ for benefits plan purposes and that I am eligible only for such benefits as \_\_\_\_\_ may offer to its employees. I further understand and agree that I am not eligible for or entitled to participate in any benefit plan offered by Aflac, its parents, affiliates, subsidiaries, or successors to any of its direct employees, regardless of the length of my assignment to Aflac by Randstad and regardless of whether I am help to be a common-law employee of Aflac for any purpose and therefore, with full knowledge and understanding I hereby expressly waive any claim or right that I may have now or in the future to such benefits and agree not to make any claim for such benefits.

**Assigned Employee**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)