

Team Member Confidentiality and Intellectual Property Agreement

Background:

- A. Throughout the course of my employment with **VENTURE VOLTS** and/or any firm, corporation, partnership, association, trust or other corporate entity that controls, is controlled by, or is under common control with VENTURE VOLTS, (collectively, "VENTURE VOLTS"), I will receive, develop, learn or otherwise be exposed to sensitive, personal, confidential, proprietary or critical information, including but not limited to: capital, marketing or business plans; budgets and strategies; customer/client information and records; concepts, techniques, processes, methods, systems, designs; marketing studies; financial information; projections; cost estimates; cost and pricing practices; personnel records; trade secrets; minutes; data; designs and specifications, whether recorded or unrecorded (in whatever medium) possessed by VENTURE VOLTS or used in VENTURE VOLTS' business that has commercial value, including any information VENTURE VOLTS has received from a third party that VENTURE VOLTS is obligated to treat as confidential or proprietary, which may be made known to me by VENTURE VOLTS, a third party or otherwise that I may learn during my employment with VENTURE VOLTS (collectively, the "Confidential Information")
- B. It is essential to the success of VENTURE VOLTS that I protect the Confidential Information of VENTURE VOLTS and VENTURE VOLTS' Associates.
- C. In return for the compensation and benefits now and hereafter paid or provided to me, I hereby agree to perform those duties for VENTURE VOLTS as VENTURE VOLTS may designate from time to time.

Agreement:

I agree as follows:

- 1. **Confidentiality Covenant.** During and after my employment with VENTURE VOLTS I shall not, other than for the purposes of my employment with VENTURE VOLTS, disclose to any person any Confidential Information of VENTURE VOLTS or of its clients, employees, consultants, suppliers or associates (collectively, the "Associates") and I shall take all reasonable precautions to protect Confidential Information from such disclosure.
- 2. **Exception.** This Agreement shall not apply to any Confidential Information: (a) upon it becoming publicly available other than as a result of disclosure in breach of this Agreement or of any other Agreement of confidentiality with VENTURE VOLTS, provided however that where any part of such information is publicly available but a compilation of information which includes such part is not publicly available, then such compilation shall be kept secret and confidential as provided in this Agreement; or (b) which I can show was already in my possession prior to disclosure or was received after the time of disclosure from a third party who did not require that it be held in confidence and who did not acquire it, directly or indirectly, from VENTURE VOLTS under an obligation of confidence.
- 3. **Intellectual Property.** I acknowledge that for the purposes of this Agreement, "Intellectual Property" shall mean all intellectual property and all similar rights and properties throughout the world, including, without limitation: (i) all inventions, patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and re-examinations; (ii) all trade-marks, trade-names, corporate names, domain names and all associated goodwill; (iii) all copyrightable works, copyrights and industrial designs; (iv) all Confidential Information, trade secrets, processes, procedures, know-how, methods, data, compilations, databases and any associated information, together with: (a) all copies and tangible embodiments of the foregoing, in whatever form or medium (including all computer software and related documentation); (b) all improvements, modifications, translations, adaptations, refinements, derivations and combinations; (c) all applications, registrations and renewals; and (d) all related intellectual property rights.

I acknowledge and agree that VENTURE VOLTS and its successors and assigns shall exclusively own all Intellectual Property that, in whole or in part: is created or conceived during the course of my employment with VENTURE VOLTS; is based on or arises from Confidential Information; is created or conceived on company time; or is created or conceived using the equipment, materials or resources of VENTURE VOLTS.

I agree to assign, and upon creation of any Intellectual Property, or element of any Intellectual Property, automatically assign, to VENTURE VOLTS, its successors and assigns, any right, title or interest (if any) that I may have in same. This assignment includes, without limitation, any and all rights to secure any patent, trade-mark, copyright, industrial design or other registrations (including without limitation, any renewals or extensions) with respect to the Intellectual Property in the United States and elsewhere. Furthermore, I waive all moral rights and similar rights of authorship or integrity to any work that I may have in, and in each element of, the Intellectual Property. I agree to immediately disclose, whether on creation or conception, all such Intellectual Property to VENTURE VOLTS. This agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on my own time, unless (a) the invention relates (i) directly to the business of VENTURE VOLTS, or (ii) to the VENTURE VOLTS' actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by me for VENTURE VOLTS.

On request and without further consideration, but at the expense of VENTURE VOLTS, I agree to testify at all legal proceedings, sign all applications and other lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, execute all necessary documents to effect the legal and beneficial transfer of the Intellectual Property to VENTURE VOLTS, its successors and assigns, and to confirm the waiver of any related moral rights and generally do everything as reasonably requested to aid VENTURE VOLTS, its successors, assigns and nominees to obtain and enforce proper protection, registration and ownership of the Intellectual Property in all countries.

Nothing in this section shall prevent me from engaging in legal activities outside of work or discussing the terms of my employment as permitted by the National Labor Relations Act. Nothing in this Agreement prohibits me from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. I do not need the prior authorization of VENTURE VOLTS to make any such reports or disclosures and I am not required to notify the company that I have made such reports or disclosures.

If you are located in California, this section does not apply to an invention that qualifies fully as a non-assignable invention under the provisions of Section 2870 of the California Labor Code. You have reviewed the notification in Exhibit A (Limited Exclusion Notification) and agree that your signature on this Agreement acknowledges receipt of the notification.

4. **Required Disclosure.** If requested by any court, tribunal or governmental authority to disclose any Confidential Information, I shall promptly notify VENTURE VOLTS of such request so as to permit VENTURE VOLTS to seek a protective order or take other appropriate action. I will also cooperate in VENTURE VOLTS' efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information.
5. **Defend Trade Secrets Act.** NOTICE is hereby given that this agreement does not affect any immunity under 18 U.S.C. §§ 1833(b)(1) or (2). For the purposes of these subsections only, which are reproduced below, individuals performing work as contractors or consultants are considered to be employees.

(1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order. Further, Employee understands that in the event that disclosure of the Company's trade secrets was not done in good

faith pursuant to the above, Employee will be subject to substantial damages, including punitive damages and attorney's fees.

6. **Non Disparagement.** To the extent permitted by applicable law, during your employment with VENTURE VOLTS and after the termination thereof, you will not disparage VENTURE VOLTS, its products, services, agents, clients or employees to the extent permitted by applicable law. Nothing in this statement prohibits you from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. I do not need the prior authorization of the Law Department to make any such reports or disclosures and I am not required to notify VENTURE VOLTS that I have made such reports or disclosures.
7. **Return of Materials.** Upon the termination of my employment relationship or upon VENTURE VOLTS' request, I shall promptly return to VENTURE VOLTS all materials (in whatever medium) containing or reflecting Confidential Information, including copies thereof, as well as any keys, pass cards, equipment (including, computers, cameras, or other devices) that VENTURE VOLTS has provided me. You will provide VENTURE VOLTS with a written certification of your compliance with your obligations under this Section.
8. **Undertaking.** I shall not, in the course of my employment, improperly use or disclose any confidential or proprietary information or trade secrets of any former or concurrent employer or any other person or entity, nor shall I undertake any activity which could result in the misappropriation of, improper use of or infringe upon the intellectual property rights or otherwise of any former or concurrent employer or any other person or entity.
9. **Injunctive Relief.** I hereby agree and acknowledge that any breach or threatened breach of this Agreement by me may result in irreparable harm to the Company for which there may be no adequate remedy at law. In such an event, notwithstanding the Mutual Agreement to Arbitrate Claims, the Company shall be entitled to seek an injunction to prevent any further breach of and/or require specific performance under this Agreement by me, in addition to all other remedies available in law or at equity.
10. **Other Obligations.** The obligations set forth in this Agreement are in addition to, and not in substitution for, any and all other obligations and duties which I may from time to time owe to VENTURE VOLTS whether at law, in equity, under statute, under contract or otherwise.
11. **Survive Termination.** I acknowledge that the obligations set forth in this Agreement shall continue until they have been satisfied and will for greater certainty survive the termination of my employment relationship with VENTURE VOLTS for any reason.
12. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
13. **At-Will Employment.** I agree and understand that nothing in this Agreement shall confer any right with respect to the continuation of my employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.
14. **Waiver; Modification.** If VENTURE VOLTS waives any term, provision or breach by you of this Agreement, such waiver shall not be effective unless it is in writing and signed by VENTURE VOLTS. No waiver shall constitute a

waiver of any other or subsequent breach by you. This Agreement may be modified only if both VENTURE VOLTS and you consent in writing.

15. **Assignment.** The rights and benefits of this Agreement shall extend to all successors and assigns of VENTURE VOLTS, whether by merger, reorganization, sale of assets, operation or law or otherwise.
16. **Governing Law.** I acknowledge and agree that this Agreement will be governed and interpreted in accordance with the laws of the state in which I was last employed.

Software Licensing, Information Protection and Non-Disclosure Agreement

Statement of policy:

VENTURE VOLTS and/or any firm, corporation, partnership, association, trust or other corporate entity that controls, is controlled by, or is under common control with VENTURE VOLTS International, (collectively, "VENTURE VOLTS") requires that only properly licensed software be stored in or executed upon its computers. All users shall use software only in accordance with the applicable license agreement. Each software license is presumed to be for a single copy, operating in a single computer unless the license agreement specifically states otherwise. Unless otherwise provided in the applicable software license, any duplication of copyrighted software, except for backup and archival purposes, may result in a violation of the law including a violation of copyright, and accordingly may expose VENTURE VOLTS to liability.

VENTURE VOLTS' policy is to protect its sensitive, personal, confidential, proprietary and critical information including electronically stored information, and to protect the sensitive, personal, confidential, proprietary and critical information it receives from third parties (including its licensors). Misuse or disclosure of this information could have a detrimental effect on VENTURE VOLTS or third party company operations. Protection of this information is vital to maintain our competitive edge and safeguard the company's and its employees' futures.

Any unauthorized or willful violation of this policy by any individual may result in disciplinary action in accordance with VENTURE VOLTS Human Resources policies, appropriate legal action, and/or enforcement of this Agreement.

Each employee is required to sign this VENTURE VOLTS Software Licensing, Information Protection and Non-Disclosure Agreement prior to being allowed access to any VENTURE VOLTS computer system, device or software.

User's personal responsibilities:

1. I agree to use all software in accordance with the applicable license agreements.
2. I agree to make no unauthorized copies of any software under any circumstances.
3. I agree to give no software to any outsiders including clients, customers and others without specific authorization in the applicable license agreement.
4. I agree to classify and protect sensitive personal, confidential, proprietary or critical information according to VENTURE VOLTS' security classifications and in accordance with VENTURE VOLTS' applicable policies, including its privacy policy.
5. I agree to use VENTURE VOLTS computer resources, software and systems, including electronic mail, for management-approved business purposes only.
6. I agree to run VENTURE VOLTS-furnished virus detection software and use the security features on my computer to protect against viruses and other malicious software.
7. I agree to secure my computer devices, through the use of VENTURE VOLTS-furnished security software and/or devices, to prevent unauthorized access and theft.
8. I agree not to copy, disclose or use any of VENTURE VOLTS', or the third parties with whom it interacts, sensitive, personal, confidential or proprietary or critical information, except to perform my job responsibilities.
9. I agree to be accountable for all uses of my individual user ID (computer account).