

****1** This is a legal document: it is an employment agreement covering confidentiality, non-competition, non-solicitation, and inventions.******

Simplified Summary of the Agreement

1. Employment is "At-Will" & Loyalty Ø=ÜT

- Your job with the company is not promised for a set amount of time—you or the company can end it at any time, for any reason.
- While working, you must stay loyal to the company and not act against its interests or compete with it.

2. Intellectual Property Belongs to the Company Ø=Üj

- Anything you invent or create that relates to the company's work while employed belongs to the company.
- You must tell the company about these creations and help them get legal ownership (like patents).
- Keep detailed records about these creations and hand them over if needed.

3. Post-Employment Inventions Ø=Þ€

- For one year after leaving, you must tell the company if you invent anything related to your confidential knowledge from the company.
- You may have to hand these inventions over to the company if they ask (within legal limits).

4. "Work Made for Hire" Ø=ÜÝ

- Anything you make as part of your job—documents, designs, files, etc.—is the company's property.
- This is in addition to any general legal rights the company already has.

5. Keeping Company Information Secret Ø>Ý+

- "Confidential Information" covers things like business plans, designs, customer lists, software, etc.—basically, anything not public.
- You must not share this information during or after your job unless the company gives you written permission, or it's necessary for your role.
- When you leave, return (don't destroy) all company property, including electronic files, except for personal pay and benefits records.

6. Previous Inventions Before Your Job Ø=Ýpp

- Any inventions you owned before starting the job are not included in this agreement, as long as you list them.
- You don't have to hand over inventions that can't legally be assigned by law (especially in California, with certain exceptions).

7. No Sharing Others' Secrets 'L

- Do not use or share confidential information from previous employers or others during your work with the company.

8. Non-Compete & Non-Solicitation After You Leave Ø=Þ«

- For 12 months after you leave:
 - Don't try to hire or poach company employees.
 - Don't work for a competitor in the same type of job in the same area you covered before.
 - Don't try to take business away from company customers you worked with or learned about.
- **Exceptions:** Certain state laws (like California and Illinois) might limit these rules for some employees.

9. Legal Binding & Injunctions Ø=ÜÜ&-p

- This agreement overrides old agreements on these subjects.
- The company can assign this agreement if it sells the business.
- Breaking this agreement can result in the company going to court to make you stop.

10. Which State's Laws Apply? Ø=Ýúp

- The state law where you work will govern this agreement.
- If you mainly work in California, you may have the option to choose California law.
- If any part of the agreement is invalid, the rest still applies.

11. Protected Actions & Whistleblowing Ø>Ý, &Bp

- You're allowed by law to report illegal acts or discrimination to authorities, even if the agreement says otherwise.
- You can testify in legal cases if required.
- Legal protections apply to sharing trade secrets only in specific reporting or legal scenarios.
- Discussing work conditions (wages, benefits) with others is permitted under the law (unless you're HR/management handling confidential info).

12. Special Rules for Illinois Employees Ø<ÝúØ<Ýø

- You have 14 days to review and sign.
- You're encouraged to talk to a lawyer before signing.
- You'll get an extra \$1,000 as a special benefit for signing.

Exhibit A: Extra Illinois Benefit Ø=Üµ

- If you work in Illinois and sign, you receive \$1,000.

In Short:

This agreement is about protecting the company's business secrets and inventions, limiting what you do after you leave, and explaining your rights and the rules that apply. It covers your duties while working and what you can and cannot do after your job ends, with some special rules based on where you work.

Remember!

You have legal rights that this agreement cannot take away, especially when it comes to reporting illegal acts, discrimination, or discussing your work conditions.