

1. Intellectual Property (IP) Assignment

1.1 Assignment of Ownership

The Developer acknowledges and agrees that all ideas, inventions, designs, works of authorship, code (both source and object), algorithms, documentation, processes, methods, know-how, and technical data (collectively, "IP Assets") which are made, conceived, reduced to practice, or developed by the Developer, alone or jointly with others, during the term of employment and within the scope of their duties as a Backend Developer for the Company, shall be deemed the exclusive property of the Company.

1.2 Work Made for Hire

All copyrightable works created by the Developer within the scope of this Agreement are considered **"Work Made for Hire"** under applicable copyright law. To the extent any such IP Assets are not legally deemed a "Work Made for Hire," the Developer hereby **irrevocably assigns** to the Company all right, title, and interest in and to such IP Assets, effective immediately upon their creation.

1.3 Prior Inventions

The Developer represents and warrants that they have disclosed a complete list of all inventions, software, and trade secrets created by them prior to this Agreement (if any) in an attached schedule. The Developer agrees that if any IP Asset created during employment is based on or incorporates any prior invention not listed in the schedule, that IP Asset shall still be fully assigned to the Company unless otherwise agreed upon in writing.

1.4 Cooperation and Further Assurances

The Developer agrees to execute any documents, applications, or instruments, during or after the termination of employment, reasonably requested by the Company to perfect, secure, record, or enforce the Company's rights in and to the IP Assets, including, but not limited to, assistance in the prosecution of patents, copyrights, and trademarks.

2. Confidentiality and Non-Disclosure

2.1 Definition of Confidential Information

"Confidential Information" means all non-public information, whether technical or business, furnished or made available to the Developer by the Company, or learned, developed, or created by the Developer while employed by the Company. This includes, without limitation: product plans, proprietary algorithms, database architecture, financial data, client lists, vendor information, operational strategies, employee records, and all unpublished **source code and object code**.

2.2 Obligation of Non-Disclosure and Non-Use

The Developer shall not, at any time during or after the termination of this Agreement, directly or indirectly:

- Disclose, publish, or disseminate any Confidential Information to any third party.
- Use any Confidential Information for any purpose other than performing their contracted duties for the Company.

The Developer shall exercise at least the same degree of care to safeguard the Confidential Information as they use to safeguard their own proprietary information, but in no event less than a reasonable degree of care.

2.3 Duration of Obligation

The obligation to protect and keep confidential the Company's Confidential Information, including all trade secrets, shall **survive the termination** of this Agreement indefinitely.

2.4 Return of Property

Upon termination of employment for any reason, the Developer shall immediately return to the Company all property, equipment, and materials, including, without limitation, laptops, mobile phones, security badges, and all physical and electronic documents, disks, tapes, or drives containing any IP Assets or Confidential Information. The Developer shall also permanently delete all copies of such information from any personal devices or storage under their control.