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**Employment, Confidential Information,
and Invention Assignment Agreement**

As a condition of my employment with

_____ [Name of Company], its
subsidiaries, affiliates, successors or assigns (together the "Company"), and in consideration of
my further employment with the Company and my receipt of the compensation now and
hereafter paid to me by Company and the Company's agreement in Section 2(a)(i), I agree to the
following terms and conditions of this Employment, Confidential Information and Invention
Assignment Agreement (the "Agreement"):

**1. At-Will Employment. I UNDERSTAND
AND ACKNOWLEDGE THAT MY
EMPLOYMENT WITH THE COMPANY IS
FOR AN UNSPECIFIED DURATION AND
CONSTITUTES "AT-WILL"
EMPLOYMENT. I ALSO UNDERSTAND
THAT ANY REPRESENTATION TO THE
CONTRARY IS UNAUTHORIZED AND
NOT VALID UNLESS OBTAINED IN
WRITING AND SIGNED BY AN
AUTHORIZED REPRESENTATIVE OF
THE COMPANY. I ACKNOWLEDGE
THAT THIS EMPLOYMENT
RELATIONSHIP MAY BE TERMINATED
AT ANY TIME, WITH OR WITHOUT
GOOD CAUSE OR FOR ANY OR NO**