

**Agreement between _____ and Tror, LLC Regarding
Intellectual Property**

In consideration of my engagement with Tror, LLC or its affiliates (hereinafter referred to as "Company") on my assignments to perform services for third parties through the Company, including the use on behalf of Company and its client their material, private or proprietary information, or facilities;

A. I hereby assign and agree to assign to Company all my right, title, and interest in and to all inventions, discoveries, improvements, ideas, computer or other apparatus programs and related documentation, and other works of authorship (hereinafter each designated "Intellectual Property"), whether or not patentable, copyrightable, or subject to other forms of protection, made, created, developed, written, or conceived by me during the period of such work or performance of assignments, whether during or outside of regular working hours, either solely or jointly with another, in whole or in part, either

1. In the course of my work assignments, or
2. Relating to the actual or anticipated business or research or development of Company or its clients, or
3. With the use of Company's (or its clients') time, material, private or proprietary information, or facilities;

B. I will, without charge to Company but at its expense, execute a special assignment of title to Company or its assignee and do anything else reasonably necessary to enable Company or its assignee to secure a patent, copyright, or other form of protection for said Intellectual Property anywhere in the world;

C. I further agree that I will keep in confidence and will not, except as authorized in writing on behalf of Company, publish, disclose or use, during and after the period of my work or assignment, any private or proprietary information which I may in any way acquire, learn, develop, or create by reason of such work or assignment whether relating to the Company or its clients;

D. I further agree that this Agreement does not constitute a contract of employment, nor does it confer any rights by license or otherwise in any Intellectual Property to which I may have access; and

E. I agree that the copyrights in Intellectual Property created within the scope of my work or assignment (whether for the benefit of the Company or its clients) shall be considered a work made for hire to the extent it qualifies as such under the copyright law.

F. I agree that I will not disclose any information which is or which I consider to be proprietary or confidential, or any information that is or may be proprietary or confidential to any other employers, their clients or third parties. All specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business

information or data written, oral or otherwise, furnished to me by the Company or its clients shall be considered by me to be confidential or proprietary.

G. If my work or assignment involves photographic, visual, and/or audio recording of my presentation, lecture, or demonstration, including my name, picture, likeness, statement, or voice, I agree that it may be used, either alone or in combination with any other material, by Company or anyone acting under Company's authority or permission, whether or not Company has any copyright interest in such recording in accordance with this Agreement, and Company shall have the royalty-free right to copy, perform, edit, combine, distribute, exhibit, broadcast, display, and use said recording and any copies made thereof and to permit others to do so.

(Date)

Signature

Typed or Printed Name

Address
