



March 30th, 2020

Dear Hanjie,

On behalf of Plaid Inc. ("Plaid" or "Company"), we are pleased to offer you the full-time position of Technical Support Engineer with Plaid. We're very excited to work with you!

As a Technical Support Engineer at Plaid, you will initially report to Chris Hall, Technical Support Manager. You will work primarily out of our offices located in San Francisco.

This letter outlines the basic terms and conditions of your employment offer.

The fun stuff:

1. **Cash Compensation.** Your initial salary will be at a rate of \$100,000 annually, paid semi-monthly, less payroll deductions and other withholdings required by law. Your salary will be payable in accordance with the Company's standard payroll practices.
2. **Benefits.** As an employee of the Company, you will have access to the Company's generous benefit plans for health, dental, vision, and life insurance coverage in accordance with the provisions of such plans.
3. **Restricted Stock Units.** Subject to approval of the Company's Board of Directors ("Board"), you will be granted 240 restricted stock units (or "RSUs"), each representing the right to receive one share of the Company's common stock. The RSUs will be subject to the terms and conditions applicable to RSUs granted under the Company's 2013 Stock Plan (the "Plan"), as described in the Plan and the applicable RSU Agreement. The following is a summary of the expected terms of your RSUs:

The RSUs will have two vesting conditions, plus opportunity for acceleration in specified circumstances. The first requirement will be your continued service to the Company over a specified period (the "scheduled service requirement"). The second requirement relates to the completion of the pending acquisition of the Company by Visa Inc. ("Visa," and the completion of such acquisition, the "Closing"), which was announced recently.

- a. *Scheduled Service.* The scheduled service requirement will be satisfied in installments over approximately four years as follows, provided that you remain in continuous service through the applicable date: **6.25%** of the RSUs will be scheduled to vest quarterly on four Company vesting dates each year (one per quarter), which are **February 15, May 15, August 15, and November 15**, following the RSUs' vesting commencement date. Generally, it is expected that the vesting commencement date will align with your employment start date.
- b. *Closing Requirement.* Vesting eligibility of the RSUs will be contingent on the Closing and, in order for any portion of the RSUs to vest, you will need to remain in continued service through the Closing. Upon your continued service through the Closing, any portion of the RSUs for which you already satisfied the scheduled service requirement through such date

will vest on that date. If you are a continuing employee upon the Closing, any remaining portion will be assumed in accordance with the Merger agreement between the Company and Visa and will vest if and as you satisfy the scheduled service requirement through continued service thereafter (or pursuant to any vesting acceleration that may apply to such RSUs), or otherwise, will be forfeited.

The legal stuff:

1. **Requirements.** This offer is contingent on: (a) your executing the attached Proprietary Information and Inventions Agreement; (b) your satisfying the eligibility requirements for employment in the United States; and (c) the satisfactory completion of a background check, consistent with applicable federal, state, and local law. Please bring proof of your employment eligibility with you on your first day of work.
2. **At-Will Employment.** Your employment with the Company will be “at-will,” which means that either you or the Company may terminate your employment with or without cause or notice at any time. You will be expected to comply with the Company’s personnel policies and procedures as they may be adopted, revised, or deleted from time to time in the Company’s sole discretion. The Company reserves the right to change, alter, or terminate its benefit plan in its sole discretion and may change your salary, position, responsibilities, or work location as it deems necessary.

This letter, together with your Proprietary Information and Inventions Agreement, forms the complete and exclusive statement of the terms of your employment with Company. It supersedes any other agreements or promises made to you by anyone, whether oral or written. Changes in your employment terms, other than those changes expressly reserved to the Company’s discretion in this letter, require a written modification signed by an authorized officer of the Company.

Please sign this letter, along with the signed Proprietary Information and Inventions Agreement and return them to me by March 31, 2020. The offer will remain open for you to accept until close of business on that date. We’re very much looking forward to working with you, and hope you can start soon.

Sincerely,



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Zach Perret, Co-Founder  
Plaid Inc.

Please indicate your acceptance of this offer for employment by signing below. This employment offer is valid until the close of business on March 31, 2020.

DocuSigned by:



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Hanjie Song

30-Mar-2020

Date

# Proprietary Information and Inventions Agreement

In consideration of my employment by Plaid Inc. (f.k.a. Plaid Technologies, Inc.) (“**Plaid**”), I  
(Hanjie Song) hereby agree to the terms and conditions in this Proprietary  
Information and Inventions Agreement (the “**Agreement**”):

## 1. Proprietary Information.

(a) Definition. I understand that the term “**Proprietary Information**” in this Agreement means all information and materials, in whatever form, tangible or intangible, whether disclosed to or learned or developed by me before or after the execution of this Agreement, whether or not marked or identified as confidential or proprietary, relating to the business of or used by Plaid and its affiliates, or relating to any person or entity to whom Plaid owes a duty of confidentiality. Proprietary Information includes the following types of information and materials: (i) technical or engineering information, software and technologies; (ii) financial information and materials relating to Plaid, consumers, or Plaid’s partners, customers, or suppliers; (iii) business and marketing information and materials; (iv) personnel files and employment information; and (v) any other information or materials relating to the past, present, planned or foreseeable business, products, developments, technology or activities of Plaid.

(b) Exclusions. Proprietary Information does not include any information or materials that I can prove by written evidence (i) is or becomes publicly known through lawful means and without breach of this Agreement by me; (ii) was rightfully in my possession or part of my general knowledge prior to my employment by Plaid; or (iii) is disclosed to me without confidential or proprietary restrictions by a third party who rightfully possesses the information or materials without confidential or proprietary restrictions. However, to the extent Plaid owes a duty of confidentiality to a third party with respect to such information, idea or material, such information, idea or material shall continue to be Proprietary Information until such time as Plaid’s duty of confidentiality terminates or expires. If I am uncertain as to whether particular information or materials are Proprietary Information, I will request Plaid’s written opinion as to their status.

(c) Restrictions on Use and Disclosure. I agree that, during my employment and at all times thereafter, I will hold the Proprietary Information in strict confidence and I will not use, reproduce, disclose or deliver, directly or indirectly, any Proprietary Information except to the extent necessary to perform my duties as an employee of Plaid or as permitted by a duly authorized representative of Plaid. I will use my best efforts to prevent the unauthorized use, reproduction, disclosure or delivery of Proprietary Information by others.

(d) Third-Party Information. I recognize that Plaid has received and will receive Proprietary Information from third parties to whom or which Plaid owes a duty of confidentiality. In addition to the restrictions set forth below in Section 3, I will not use, reproduce, disclose or deliver such Proprietary Information except as permitted by Plaid’s agreement with such third party.

(e) Interference with Business. I acknowledge that, because of my responsibilities at Plaid, I will help to develop, and will be exposed to, Plaid’s business strategies, information on customers and clients, and other valuable Proprietary Information and trade secrets, and that

use or disclosure of such Proprietary Information and trade secrets in breach of this Agreement would be extremely difficult to detect or prove. I also acknowledge that Plaid's relationships with its employees, customers, clients, vendors, and other persons are valuable business assets. Therefore, I agree as follows:

- (i) I shall not, during my employment or for a period of one (1) year following termination of my employment with Plaid for any reason, directly or indirectly solicit, induce, recruit, or encourage any officer, director, employee, independent contractor or consultant of Plaid who was employed by or affiliated with Plaid at the time of my termination to leave Plaid or terminate his or her employment or relationship with Plaid.
- (ii) I shall not, following the termination of my employment with Plaid for any reason, use Plaid's trade secrets or any other means that would amount to unfair competition to solicit any of Plaid's customers, clients, vendors, business partners, or suppliers, or otherwise interfere with any business relationship or contract between Plaid and any of its customers, clients, vendors, business partners, or suppliers.

I understand and agree that nothing in this Section limits or modifies in any way my duties under any other Section of this Agreement or any applicable law regarding Plaid's Proprietary Information.

## **2. Protection of Information.**

- (a) Protection of Personal Information. I understand that there are laws in the United States and other countries that protect Personal Information, and I agree to safeguard Personal Information that I receive about other individuals in the course of performing my job duties. I further agree to use and disclose such Personal Information only in accordance with applicable law and Plaid policies. I understand that nothing in this Agreement prevents me from discussing my wages or other terms and conditions of my employment with coworkers or others.
- (b) Definition of Personal Information. **"Personal Information"** means information that has been entrusted to Plaid and is related to an identified or identifiable individual, such as names, addresses, telephone or facsimile numbers, Social Security Numbers, background information, credit card or other financial information, health information, or any other information used or intended to be used to identify, contact or precisely locate a person. Personal Information may relate to customers, employees, independent contractors, or other individuals.

## **3. Inventions.**

- (a) Definitions. **"Inventions"** means all ideas, concepts, inventions, discoveries, developments, modifications, improvements, know-how, trade secrets, data, designs, diagrams, plans, specifications, methods, processes, techniques, formulas, algorithms, tools, works of authorship, derivative works, software, content, textual or artistic works, mask works, video, graphics, sound recordings, structures, products, prototypes, systems, applications, creations and technologies in any stage of development, whether or not patentable or reduced to practice and whether or not copyrightable. **"Intellectual Property Rights"** means any and all (a) patents and inventions; (b) branding, trademarks, and service marks; (c) copyrights and works of

authorship; (d) mask works and mask work rights; (e) trade secrets and know-how; (f) software and algorithms; (g) domain names and web presence; (h) advertising and promotional material; (i) all tangible and intangible representations and manifestations of such intellectual property; and (j) registrations and applications for registration any of the foregoing in the United States and all other countries throughout the world, including all renewals, extensions, reversions or restorations.

(b) Assignment. I hereby assign, and agree to assign automatically upon creation, to Plaid, without additional compensation, my entire right, title and interest (including, without limitation, all Intellectual Property Rights) in and to (a) all Inventions that are made, conceived, discovered or developed by me (either alone or jointly with others), or result from or are suggested by any work performed by me (either alone or jointly with others) for or on behalf of Plaid or its affiliates, (i) during the period of my employment with Plaid, whether before or after the execution of this Agreement and whether or not made, conceived, discovered or developed during regular business hours or (ii) during or after the period of my employment with Plaid, whether before or after the execution of this Agreement, if based on or using Proprietary Information or otherwise in connection with my activities as an employee of Plaid (collectively, the “**Plaid Inventions**”), and (b) all benefits, privileges, causes of action and remedies relating to Plaid Inventions, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Invention; and to settle and retain proceeds from any such actions), free and clear of all liens and encumbrances. I agree that all such Plaid Inventions are the sole property of Plaid or any other entity designated by it, and all Intellectual Property Rights shall vest in and inure to the benefit of Plaid or such other entity. I agree and acknowledge that all copyrightable Plaid Inventions shall be considered works made for hire prepared within the scope of my employment. THIS PARAGRAPH DOES NOT APPLY TO ANY INVENTION WHICH QUALIFIES FULLY UNDER THE PROVISIONS OF SECTION 2870 OF THE LABOR CODE OF THE STATE OF CALIFORNIA, A COPY OF WHICH IS ATTACHED TO THIS AGREEMENT AS EXHIBIT 1. I understand that nothing in this Agreement is intended to expand the scope of protection provided me by Sections 2870 through 2872 of the California Labor Code.

(c) License. If, under applicable law notwithstanding the foregoing, I retain any right, title or interest (including any Intellectual Property Right) with respect to any Plaid Invention, I hereby grant and agree to grant to Plaid, without any limitations or additional remuneration, a worldwide, exclusive, royalty-free, irrevocable, perpetual, transferable and sublicenseable (through multiple tiers) license to make, have made, use, import, sell, offer to sell, practice any method or process in connection with, copy, distribute, prepare derivative works of, display, perform and otherwise exploit such Plaid Invention and I agree not to make any claim against Plaid or its affiliates, suppliers or customers with respect to such Plaid Invention.

(d) Records; Disclosure. I agree to keep and maintain adequate and current written records regarding all Inventions made, conceived, discovered or developed by me (either alone or jointly with others) during my period of employment or after the termination of my employment if based on or using Proprietary Information or otherwise in connection with my activities as an employee of Plaid. I agree to make available such records and disclose promptly and fully in writing to Plaid all such Inventions, regardless of whether I believe the Invention is a

Plaid Invention subject to this Agreement or qualifies fully under the provisions of Section 2870(a) of the California Labor Code, and Plaid will examine such disclosure in confidence to make such determination. Any such records related to Plaid Inventions shall be the sole property of Plaid.

(e) Assistance and Cooperation. I agree to cooperate with and assist Plaid, and perform, during and after my employment, all acts deemed necessary or desirable by Plaid, to apply for, obtain, establish, perfect, maintain, evidence, enforce or otherwise protect any of the full benefits, enjoyment, right, title and interest throughout the world in Plaid Inventions. Should Plaid be unable to secure my signature on any such document, whether due to my mental or physical incapacity or any other cause, I hereby irrevocably designate and appoint Plaid and each of its duly authorized representatives as my agent and attorney-in-fact, with full power of substitution and delegation, to undertake such acts in my name as if executed and delivered by me (which appointment is coupled with an interest), and I waive and quitclaim to Plaid any and all claims of any nature whatsoever that I may have or may later have for infringement of any Intellectual Property Rights in or to Plaid Inventions.

(f) Moral Rights. To the extent allowed by applicable law, the assignment of Plaid Inventions includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "**Moral Rights**"). To the extent I retain any such Moral Rights under applicable law, I hereby waive and agree not to institute, support, maintain or permit any action or proceeding on the basis of, or otherwise assert, such Moral Rights. I hereby authorize Plaid to publish Plaid Inventions in Plaid's sole discretion with or without attributing any of the foregoing to me or identifying me in connection therewith and regardless of the effect on such Plaid Inventions or my relationship thereto. I agree to ratify and consent to any action that may be taken or authorized by Plaid with respect to such Plaid Inventions, and I will confirm any such ratifications and consents from time to time as requested by Plaid.

(g) Excluded Inventions. I agree to identify in writing all Inventions, if any, that I wish to exclude from the scope of this Agreement, including all Inventions made, conceived, discovered or developed (either alone or jointly with others) prior to my employment by Plaid (collectively, "**Excluded Inventions**"). I represent and warrant that such list is complete and accurate, and I understand that by not listing an Invention I am acknowledging that such Invention was not made, conceived, discovered or developed prior to my employment by Plaid.

(h) Employee Inventions and Third Party Inventions. I shall not, without prior written approval by Plaid, make any disclosure to Plaid of or incorporate into Plaid property or Plaid Inventions any Invention owned by me or in which I have an interest ("**Employee Invention**") or owned by a third party ("**Third Party Invention**"). If, in the course of my employment with Plaid, I make any disclosure to Plaid of or incorporate into Plaid property or Plaid Inventions an Employee Invention, with or without Plaid approval, I hereby grant and agree to grant to Plaid a worldwide, nonexclusive, royalty-free, irrevocable, perpetual, transferable and sublicenseable (through multiple tiers) license to make, have made, use, import, sell, offer to sell, practice any method or process in connection with, copy, distribute, prepare derivative works of, display, perform and otherwise exploit such Employee Invention and I agree not to make any claim

against Plaid or its affiliates, suppliers or customers with respect to any such Employee Invention.

(i) **Representations; Warranties and Covenants.** I represent, warrant and covenant that: (a) I have the right to grant the rights and assignments granted herein, without the need for any assignments, releases, consents, approvals, immunities or other rights not yet obtained; (b) any Plaid Inventions that are copyrightable works are my original works of authorship; and (c) neither Plaid Inventions nor any element thereof are subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments.

(j) **Adequate Consideration.** I acknowledge that Plaid Inventions and the associated Intellectual Property Rights may have substantial economic value, that any and all proceeds resulting from use and exploitation thereof shall belong solely to Plaid, and that the salary and other compensation I receive from Plaid for my employment with Plaid includes fair and adequate consideration for all assignments, licenses and waivers hereunder.

**4. Prohibition on Disclosure or Use of Third Party Confidential Information.** I will not disclose to Plaid or induce Plaid to use any confidential, proprietary or trade secret information or materials belonging to others (including without limitation any former employers) at any time, nor will I use any such information or materials in the course of my employment with Plaid. I acknowledge that no officer or other employee or representative of Plaid has requested or instructed me to disclose or use any such information or materials, and I will immediately inform my supervisor in the event I believe that my work at Plaid would make it difficult for me not to disclose to Plaid any such information or materials.

**5. No Conflicts; Former Agreements.** I represent and warrant that I have no other agreements or relationships with or commitments to any other person or entity that conflict with my obligations to Plaid as an employee of Plaid or under this Agreement, and that my employment and my performance of the terms of this Agreement will not require me to violate any obligation to or confidence with another. I agree I will not enter into any oral or written agreement in conflict with this Agreement. Except as disclosed in writing under this Agreement, I represent and warrant that I have not entered into any other agreements or relationships with or commitments to any other person or entity regarding proprietary information or Inventions.

**6. Third Party and Government Contracts.** I understand that Plaid has or may enter into contracts with other persons or entities, including the United States government or its agents, under which certain Intellectual Property Rights will be required to be protected, assigned, licensed, or otherwise transferred. I hereby agree to be bound by all such agreements, and to execute such other documents and agreements as are necessary to enable Plaid to meet its obligations under any such contracts.

**7. Termination; Return of Materials.** Upon termination of my employment for any reason or at any other time at Plaid's request, I agree to promptly return all property of Plaid, including, without limitation, (a) all source code, books, manuals, records, models, drawings, reports, notes, contracts, lists, blueprints, and other documents or materials and all copies thereof, (b) all equipment furnished to or prepared by me in the course of or incident to my employment, and (c) all written or tangible materials containing Proprietary Information in my possession. Following my termination, I will not retain any written or other tangible material

containing any Proprietary Information or information pertaining to any Plaid Invention. I understand that my obligations contained in this Agreement will survive the termination of my employment and I will continue to make all disclosures required of me by Section 3(d) above. I agree that after the termination of my employment, I will not enter into any agreement that conflicts with my obligations under this Agreement and will inform any subsequent employers of my obligations under this Agreement. The termination of any employment or other agreement between Plaid and me shall not terminate this Agreement and each and all of the terms and conditions hereof shall survive and remain in full force and effect.

**8. Defend Trade Secrets Act .** Nothing in this Agreement prohibits me from reporting an event that I reasonably and in good faith believe is a violation of law to the relevant law-enforcement agency, or from cooperating in an investigation conducted by such a government agency. This may include disclosure of trade secret or confidential information within the limitations permitted by the Defend Trade Secrets Act (DTSA). I am notified that under the DTSA, no individual will be held criminally or civilly liable under Federal or State trade secret law for disclosure of a trade secret (as defined in the Economic Espionage Act) that is: (a) made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or, (b) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public. Further, an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the 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 files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order. For non-management employees only, Proprietary Information does not include information lawfully acquired or created by a non-management employee of the Company about wages, hours or other terms and conditions of employment when used for purposes protected by §7 of the National Labor Relations Act.

**9. Remedies.** I recognize that nothing in this Agreement is intended to limit any remedy of Plaid under prevailing law governing the protection of trade secrets or other Intellectual Property Rights. In addition, I acknowledge that any breach by me of this Agreement would cause irreparable injury to Plaid for which pecuniary compensation would not afford adequate relief and for which it would be extremely difficult to ascertain the amount of compensation which would afford adequate relief to Plaid. Therefore, I agree that if I breach any provision of this Agreement, Plaid shall be entitled to injunctive or other equitable relief to remedy any breach or prevent any threatened breach of this Agreement, without the necessity of posting bond or other security or proving it has sustained any actual damage. This remedy will be in addition to any other remedies available to Plaid at law or in equity.

**10. Miscellaneous Provisions.**

(a) Assignment; Binding Effect. I acknowledge and agree that my performance is personal hereunder, and that I shall have no right to assign, delegate or otherwise transfer and shall not assign, delegate or otherwise transfer any rights or obligations under this Agreement. Any such assignment, delegation or other transfer shall be null and void. This Agreement may be assigned or transferred by Plaid. Subject to the foregoing, this Agreement shall inure to the



benefit of Plaid and its affiliates, successors and assigns, and shall be binding on me and my heirs, executors, administrators, devisees, spouses, agents, legal representatives and successors in interest.

(b) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of law rules. Except for actions for injunctive or other equitable relief, which may be brought in any court of competent jurisdiction, any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in a federal court in the Northern District of California or in state court in the County of San Francisco, California, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

(c) Severability. If any provision of this Agreement, or application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be unenforceable, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement shall remain in full force and effect.

(d) Waivers; Remedies Cumulative. Delay or failure to exercise any right or remedy under this Agreement shall not constitute a waiver of such right or remedy. Any waiver of any breach of this Agreement shall not operate as a waiver of any subsequent breaches. All rights or remedies specified for a party herein shall be cumulative and in addition to all other rights and remedies of the party hereunder or under applicable law.

(e) Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. The word "including" or any variation thereof means including, without limitation and shall not be construed to limit the generality of any description preceding such term. Sections and section headings contained in this Agreement are for reference purposes only, and shall not affect in any manner the meaning of interpretation of this Agreement. Whenever the context requires, references to the singular shall include the plural and the plural the singular.

(f) Entire Agreement; Amendment. This Agreement, including without limitation the Schedules and Exhibits hereto, constitutes the entire agreement between Plaid and me with respect to the subject matter hereof and replaces and supersedes any prior or existing agreement entered into by me and Plaid with respect to the subject matter hereof. This Agreement may not be modified or amended, in whole or in part, except by a writing signed by me and a duly authorized representative of Plaid other than me. I agree that any subsequent change in my duties or compensation for employment will not affect the validity or scope of this Agreement.

I UNDERSTAND THAT MANAGERS, LEGAL COUNSEL, AND OTHERS AT PLAID ARE NOT AUTHORIZED TO PROVIDE LEGAL ADVICE TO EMPLOYEES CONCERNING THIS AGREEMENT. AS A RESULT, I UNDERSTAND THAT IF I HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT, I MAY NEED TO CONSULT MY OWN ATTORNEY.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS THAT IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR

REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I  
SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

Date: 30-Mar-2020

DocuSigned by:  
*Hanjie Song*

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Hanjie Song

**Exhibit 1**  
**California Labor Code**  
**Section 2870-2872**

2870.

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

1. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
2. Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

2871. No employer shall require a provision made void and unenforceable by Section 2870 as a condition of employment or continued employment. Nothing in this article shall be construed to forbid or restrict the right of an employer to provide in contracts of employment for disclosure, provided that any such disclosures be received in confidence, of all of the employee's inventions made solely or jointly with others during the term of his or her employment, a review process by the employer to determine such issues as may arise, and for full title to certain patents and inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies.

2872. If an employment agreement entered into after January 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.