



Aptos Proprietary Information Agreement

In return for my new or continued employment by Aptos or affiliate thereof indicated on the signature line below (collectively, including any predecessors and assignors, "Company") and other good and valuable consideration (including the Company's provision to me of its Proprietary Information (as defined below), the receipt and sufficiency of which I hereby acknowledge, I hereby acknowledge and agree that:

1. Prior Work. All previous work done by me for Company relating in any way to the conception, reduction to practice, creation, derivation, design, development, manufacture, sale or support of products or services for Company or a predecessor company is the property of Company, and I am assigning to Company all of my right, title and interest, including applicable moral rights, in and to that previous work and any associated intellectual property rights ("Previous Work") pursuant to Section 6 below. To the extent I was a Company colleague prior to the date on which I sign this Agreement; I acknowledge that these understandings and procedures have been in effect since the time I was initially employed by Company or its predecessor.

2. Proprietary Information. My employment creates a relationship of confidence and trust between Company and me with respect to any information:

a. Applicable to the business and operations of Company; or

b. Applicable to the business of any former, current or prospective client, supplier, strategic partner or customer of Company, which may be made known to me by Company or by any such client, supplier, strategic partner or customer of Company, or learned by me in such context during the period of my employment.

All that information has commercial value in the business in which Company is engaged and is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes any and all technical and non-technical information or ideas that are proprietary and/or have independent value, including information and ideas that (i) are contained in, or could be subject to, the filing of a patent, or (ii) are protected by copyright or trade secret laws, such as techniques, methods, sketches, drawings, models, know how, processes, apparatus, equipment, algorithms, software programs, source code, software source documents, data, databases, low level retrieval routines, interfaces, access codes, design specifications, training material, and formulae related to the current, future and proposed products and services of Company, information concerning research, experimental work, development, design details and specifications, engineering, financial and strategic information, procurement requirements, purchasing, customers, customer lists, customer preferences, credit information, personnel, colleague and compensation information, pricing information, business forecasts, sales and merchandising and marketing plans and information and similar information. "Proprietary Information" also includes proprietary or confidential information of any third party who may disclose such information to Company or to me in the course of Company's business. I understand and agree that Proprietary Information includes information and materials that may not be explicitly identified or marked as confidential or proprietary. I further understand and agree that Proprietary Information includes information and knowledge that may not be written but which I never could have gained awareness of without the access granted to me as a result of my employment with the Company such as identity of key colleagues, customer identities and attributes, colleague qualifications, disputes, and other information. I further understand and agree that all Proprietary Information is subject to this Agreement, whether provided directly to me or not, whether provided to me prior to the date I signed this Agreement or not, and whether inadvertently disclosed to me or not, and whether provided to me in writing, orally, by drawings, by observation, or otherwise. Company

will, and hereby does, promise to provide me with certain Proprietary Information above and beyond any Proprietary Information that I may have previously received. I acknowledge that Company's provision of such Proprietary Information is in reliance of this Agreement.

3. Ownership and Nondisclosure of Proprietary Information. All Proprietary Information is the sole property of Company, Company's assigns, and/or Company's customers or suppliers. I hereby do and will assign to Company all rights, title and interest, including moral rights, I may have or acquire in the Proprietary Information. At all times, both during my employment by Company and after termination of such employment, I will keep in strict confidence and trust all Proprietary Information, and I will not use, copy, remove, access or disclose any Proprietary Information or anything directly relating to Proprietary Information without the written consent of Company, except as necessary in the ordinary course of performing my duties as a colleague of Company.

4. Innovations. As used in this Agreement, the term "Innovations" means all processes, machines, manufactures, technologies, designs, discoveries, formula, compositions of matter, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how, ideas (whether or not protectable under trade secret laws), and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, together with all rights to obtain, register, perfect and/or enforce such protectable subject matter, and includes without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, discoveries, artwork, software, and designs. "Innovations" includes "Inventions," which is defined to mean any inventions protected under patent laws.

5. Disclosure of Prior Innovations. I have listed on Exhibit A attached hereto all Innovations relating in any way to Company's business or demonstrably anticipated research and development or business that were conceived, reduced to practice, created, derived, developed, or made by me prior to my employment with Company (collectively, "Prior Innovations"), and I represent that that list is complete. I represent that I have no rights in any such Innovations other than those Prior Innovations specified in Exhibit A. If nothing is listed on Exhibit A, I represent that there are no Prior Innovations at the time of signing this Agreement.

6. Assignment and License of Innovations. I hereby agree promptly to disclose and describe to Company, and I hereby irrevocably do and will assign to Company or Company's designee all my right, title, and interest in and to: (a) each of the Innovations (including Inventions), and any associated intellectual property rights, which I have or may solely or jointly conceive, reduce to practice, create, derive, develop or make during the period of my employment with Company or its predecessor, including, without limitation, any and all Previous Work, which either (i) relate, at the time of conception, reduction to practice, creation, derivation, development, or making of such Innovation, to Company's business or actual or demonstrably anticipated research or development, or (ii) were developed on any amount of Company's time or with the use of any of Company's equipment, supplies, facilities or trade secret information, or (iii) resulted from any work I performed for Company; and (b) each of the Innovations that is not an Invention (as demonstrated by me by evidence meeting the clear and convincing standard of proof), and any associated intellectual property rights, which I may solely or jointly conceive, develop, reduce to practice, create, derive, develop, or make during the period of my employment with Company, which are applicable to the business of Company (collectively, the Innovations identified in clauses (a) and (b) are hereinafter the "Company Innovations"). I acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of my employment and that are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101 et seq.) To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by me to Company and is not owned by Company as a matter of law, I hereby grant to Company an exclusive,

royalty-free, transferable, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicenses) to practice the non-assignable rights, title and interest. To the extent any of the rights, title and interest in and to Company Innovations is not owned by Company as a matter of law and can neither be assigned nor licensed by me to Company, I hereby irrevocably waive and agree never to assert the non-assignable and non-licensable rights, title and interest, including, without limitation, moral rights, against Company or any of Company's successors in interest to the non-assignable and non-licensable rights. I hereby grant to Company or Company's designees a royalty free, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicenses) to practice all applicable patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Innovations which I incorporate, or permit to be incorporated, in any Company Innovations. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, any Prior Innovations in any Company Innovations without Company's prior written consent.

7. Future Innovations. I agree to disclose promptly in writing to Company all Innovations (including Inventions) conceived, reduced to practice, created, derived, developed, or made, as applicable, during my employment with Company. I further agree to disclose promptly in writing to Company all Innovations (including Inventions) conceived, reduced to practice, created, derived, developed, or made, as applicable, during the three months after the end of my employment with Company, whether or not I believe such Innovations are subject to this Agreement, to permit a determination by Company as to whether or not the Innovations should be the property of Company. Any such information will be received in confidence by Company.

8. Cooperation in Perfecting Rights to Proprietary Information and Innovations.

8. 1 I agree to perform, during and after my employment, without compensation all acts deemed necessary or desirable by Company to permit and assist Company, at Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Proprietary Information and Innovations assigned or licensed to, or whose rights are irrevocably waived and shall not be asserted against, Company under this Agreement. Those acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Proprietary Information or Innovations.

8. 2 If Company is unable for any reason to secure my signature to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Proprietary Information (including improvements thereof) or any Innovations (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues, and reexaminations thereof), I hereby irrevocably designate and appoint Company and Company's duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me, (i) to execute, file, prosecute, register and memorialize the assignment of any such application, (ii) to execute and file any documentation required for such enforcement, and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Proprietary Information, or Innovations, all with the same legal force and effect as if executed by me.

9. Notice of Nonassignable Inventions to Colleagues in California, Delaware, Illinois, Kansas, Minnesota, North Carolina, Utah and Washington. If I am an colleague whose principal workplace is

California, Delaware, Illinois, Kansas, Minnesota, North Carolina, Utah or Washington, this Agreement does not apply to an Invention that qualifies fully as a non-assignable invention under the provisions of CA Labor Code § 2870, 19 Del. Code § 805, 765 I.L.C.S. 1060/2, Kansas Statutes Annotated, §§ 44-130, M.S.A § 181.78, North Carolina General Statutes, §§ 66-57.1, 66-57.2, U.C.A. 1953, § 34-39-3 or RCW, §§ 49.44.140 to 49.44.150, as applicable. I have reviewed the applicable notification in Exhibit B ("Limited Exclusion Notification") if I am an colleague in California, Illinois, Kansas, Minnesota, North Carolina or Washington, and agree that my signature acknowledges receipt of the applicable notification. However, I agree to disclose promptly in writing to Company all Innovations (including Inventions) conceived, reduced to practice, created, derived, developed, or made by me during the term of my employment and for three months thereafter, whether or not I believe such Innovations are subject to this Agreement, to permit a determination by Company as to whether or not the Innovations should be the property of Company. Any such information will be received in confidence by Company.

10. Return of Company Property. I acknowledge that all materials (including, without limitation, documents, drawings, computer programs and software, computers, drives, source code, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to me by Company shall remain the property of Company. On termination of my employment with Company for whatever reason, or at the request of Company before termination, I agree to promptly deliver to Company all records, files, electronic storage keys or media, memoranda, documents, lists, materials, hardware, storage equipment, and other information entrusted to me, that I accessed, acquired or created during my employment with Company (including, but not limited to, any such items that relate to or contain any confidential or Proprietary Information), including all copies, reproductions, summaries or excerpts thereof, then in my possession or control, whether prepared by me or others. I also agree to promptly return, upon termination or at any time upon Company's request, any and all Company property issued to me, including, but not limited to, computers, laptops, facsimile transmission equipment, cellular phones, keys and credits cards. I further agree that should I discover any Company property or Proprietary Information in my possession after my termination and departure from Company, I agree to return it promptly to Company without retaining copies or excerpts of any kind. I also agree that, upon the termination of my employment with the Company, I will make any personal and non-company computer, laptop, smart phone or other electronic storage device within my possession, custody or control, available for inspection by the Company or the Company's designated agent, so that the Company can confirm that no Company Property remains on such personal computer, laptop, smart phone or other electronic storage device.

11. No Violation of Rights of Third Parties. I will not (a) breach any agreement to keep in confidence any confidential or proprietary information, knowledge or data acquired by me prior to my employment with Company, or (b) disclose to Company, or induce Company to use, any confidential or proprietary information or material belonging to any previous employers or others. I warrant that I am not a party to any other agreement that will interfere with my full compliance with this Agreement or my employment with Company. I further agree not to enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement or my employment with Company.

12. Protection of Company Interests. In order to protect the Proprietary Information, goodwill, and business interests of the Company, I agree to the conditions set forth below.

a. In consideration of my employment or continued employment by Company, and the Company's promise to provide Proprietary Information to me, I agree that I will not, directly or indirectly, without the Company's prior written consent:

i. during my employment with Company, engage in any business or activity that is either competitive with, or places me in a conflict with, the full, faithful, and efficient discharge of my employment duties;

ii. during my employment and for a period of two years thereafter, solicit, whether on my own behalf or on behalf of any third party, the business of those customers, suppliers, and strategic partners of Company with whom I had contact or was in any way involved during the previous one year period or the one year period immediately preceding the termination of my employment with Company, whichever is longer;

ii. during my employment and for a period of two years thereafter, solicit, whether on my own behalf or on behalf of any third party, any colleague or independent contractor of Company or its affiliates to terminate their employment or independent contractor relationship with Company or its affiliates;

iv. ever use Proprietary Information to solicit any of Company's former, current, or prospective customers, suppliers, strategic partners or other business contacts, whether on my own behalf or on behalf of any third party;

v. ever use Proprietary Information to solicit, whether on my own behalf or on behalf of any third party, any colleague or independent contractor of Company or its affiliates to terminate his/her employment or independent contractor relationship with Company or its affiliates; or

vi. ever interfere with the relationship between Company and any of its affiliates, colleagues, customers, suppliers, strategic partners or other business contacts.

I warrant and represent to Company that I am incurring the obligations of these covenants in Section 12 of this Agreement as an inducement to Company to hire or retain me and to induce Company to promise to provide, and to provide, me with Proprietary Information.

b. I understand and acknowledge that Company has made substantial investments to develop its Proprietary Information, business interests, colleague and customer base and goodwill. I agree that the restrictions contained in this Section 12 are reasonable and are not greater than necessary to protect the goodwill or other business interests of Company. I further agree that such investments are worthy of protection and that Company's need for the protection afforded by this Section 12 is greater than any hardship I might experience by complying with its terms.

c. Although the parties understand and believe that the restrictions contained herein are reasonable and do not impose a greater restraint than necessary to protect the goodwill, Proprietary Information and other business interests of Company, if it is judicially determined not to be the case, the limitations shall be reformed to the extent necessary to make them reasonable and not to impose a restraint that is greater than necessary to protect the Proprietary Information, goodwill and other business interests of Company. It is the express intent of the Company and me that the terms of this Agreement be enforced to the full extent permitted by law.

13. Notification of Subsequent Employers. In consideration of Company's promises herein, during my employment and for a period of two years thereafter, I promise to disclose to Company the name of any other employer with whom I obtain employment upon Company's request. Such disclosure shall be made by me in writing to the General Counsel of Company within two weeks of obtaining such employment. I expressly consent to and authorize Company to disclose to any subsequent employer both the existence and terms of this Agreement.

14. Compliance with Law. I understand that Company is committed to the highest standards of ethical business conduct and hereby agree to abide by all policies and codes of conduct governing business practices, conflicts of interest, colleague conduct, access and use of Company information, technology, and similar matters as may be adopted from time to time by Company. I further agree to abide by all

applicable laws, rules and regulations, including without limitation, those governing business practices, whether domestic or foreign, including those relating to bribery, foreign corrupt practices, price-fixing, securities (including laws on “insider trading”), deceptive trade practices, exportation and importation of technology or other restricted articles, and the falsification or destruction of records and documents.

15. Survival. This Agreement: (a) shall survive my employment by Company, except that, if I am an colleague whose principal place of work is in a state or other jurisdiction that requires limits on nondisclosure covenants with respect to confidential information that does not rise to the level of a trade secret, then my obligations to maintain the confidentiality of Proprietary Information that is not a Company trade secret will survive for a period of three years from the termination date of my employment with Company; (b) does not in any way restrict my right to resign or the right of Company to terminate my employment at any time, for any reason or for no reason, with or without cause or notice; (c) inures to the benefit of successors and assigns of Company; and (d) is binding upon my heirs and legal representatives.

16. Injunctive Relief. I agree that if I violate this Agreement, Company will suffer irreparable and continuing damage and injury for which money damages are insufficient, and Company shall be entitled to immediate injunctive relief and/or a decree for specific performance, in addition to such other relief as may be proper (including money damages, if appropriate) and any and all rights, in law or in equity, to the extent permitted by law, that may be available to Company. Company shall be entitled to immediate injunctive relief without the need to post any bond or security in order to obtain same, and shall also be entitled to recover its reasonable attorneys’ fees in addition to any other damages.

17. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by telecopy or facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to me shall be sent to any address in Company’s records or such other address as I may provide in writing. Notices to Company shall be sent to the Company’s People Department at 945 E Paces Ferry Road, NE, Ste 1475, Atlanta, GA 30326, or to another address as Company may specify in writing from time to time.

18. Governing Law. The laws of the state of the Company’s office at which I am principally employed (or, if I work for the Company from a home office, the state in which my home office is located) will govern all matters arising out of this Agreement.

19. “At Will” Employment. Nothing contained in this Agreement shall modify or alter the terms of my “at will” employment status with Company. I acknowledge and agree that my employment with Company is for no specified term, and may be terminated by me or Company at any time, with or without cause or notice. I agree that any violation of this Agreement while I am employed by Company may result in disciplinary action up to and including termination of my employment and/or any legal action and/or equity proceeding to exercise Company’s rights and/or to secure Company’s remedies.

20. Assignment. I agree that this Agreement is binding upon me, my heirs, and my legal representatives and is binding upon and shall inure to the benefit of Company, its successors and assigns.

21. Severability. If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended, revised or reformed to provide Company the maximum protection permitted by applicable law, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.

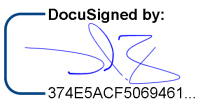
22. Litigation Costs and Attorneys' Fees. In the event of any litigation or other legal proceedings between me and Company that relate to or arise out of this Agreement, the prevailing party will be entitled to recover from the losing party its court costs and reasonable attorneys' fees.

23. Waiver; Amendment; Modification. I agree that any failure of Company at any time or times to require performance of any provision of this Agreement shall in no manner affect Company's available remedies or right at a later time to enforce the same. No waiver by Company of any condition, or of the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise (in any one or more instances) shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or of any remedy or as a waiver of any other condition or as a breach of any other term, covenant, representation or warranty of this Agreement. If Company waives any term or provision or breach by me of this Agreement that waiver will not be effective unless it is in writing and signed by Company. No waiver will constitute a waiver of any other or subsequent breach by me. This Agreement may be modified only if both Company and I sign a written agreement that identifies itself as an amendment to this Agreement. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever.

24. Entire Agreement. This Agreement represents my entire understanding with Company with respect to the subject matter of this Agreement and supersedes all previous understandings or agreements (or both), written or oral. No person has made any promise or representation to me related to the subject matter of this Agreement, except for the promises and representations expressly written in this Agreement. I have not relied on any such promise or representation and I understand that Company does not allow any person to make any such promise or representation.

25. Voluntary Agreement. I have read and understood all of the provisions of this Agreement. I have had the opportunity to seek independent advice and counsel related to this Agreement. I CERTIFY AND ACKNOWLEDGE THAT I WILL FULLY AND FAITHFULLY COMPLY WITH THIS AGREEMENT, AND THAT I AM ENTERING INTO THIS AGREEMENT KNOWINGLY, WILLINGLY, AND VOLUNTARILY.

APTOS INC.

By:  DocuSigned by:
374E5ACF5069461...

Title: SVP, Chief Legal Officer

By: Raghul Muthu AC
Raghul Muthu AC (Jan 19, 2022 21:25 GMT+5.5)
(Signature)
Raghul Muthu AC
(Printed Name)
Jan 19, 2022
(Date)

Exhibit A

Prior Innovations