

Adobe Inc. 345 Park Avenue San Jose, CA 95110-2704 Phone: 408.537.6000

July 30, 2019

Jagmohan Singh 5571 Walnut Blossom Drive San Jose, CA 95123

Dear Jagmohan:

Congratulations! On behalf of Adobe Inc. ("Adobe"), I am pleased to offer you the position of Cloud Operations Engineer reporting to me based in San Jose. Adobe is a place where exceptional people work and we know that you will fit right in.

This is just the beginning. Your journey will be filled with opportunities to ensure you never stop learning. You will also quickly experience why the answer to "Why do you love working at Adobe?" is almost always "The people." I look forward to officially welcoming you into this one-of-a-kind community soon.

# **Compensation**

**Base Compensation:** The base compensation for this exempt position will be \$140,000.00 annually. The Adobe pay dates are every other Friday based on a biweekly payroll system; however, pay dates are subject to change based on holidays, company breaks, and company's discretion.

**Sign-on Bonus:** Should you accept this employment offer and join Adobe, you will receive a sign-on bonus of \$10,000.00 (less appropriate withholding taxes), payable within 45 days after your start date. You must reimburse the company for this amount, prorated for each full month worked after your start date, should you voluntarily terminate your employment or if your employment is terminated for cause within the first year after your start date. You authorize Adobe to deduct any remaining sign-on bonus balance from your final paycheck.

Annual Incentive Plan (AIP) Bonus: You will also be eligible to participate in Adobe's Annual Incentive Plan ("AIP"). Your target bonus percentage under the AIP is 7% of your annual fixed salary per year, subject to the terms and conditions of the applicable AIP. Employees hired before October 1st will be eligible to participate in the AIP and earn a prorated bonus for the remainder of any ongoing AIP period, subject to the terms and conditions of the applicable Plan. Employees who join on or after October 1st will be eligible to participate in any AIP Plan beginning with the next fiscal year. A copy of the current year AIP is posted on the company intranet site.

Restricted Stock Units: You will be recommended for a grant of 492 restricted stock units (RSUs) that vest into Adobe common stock. This RSU award is subject to final approval by our Board of Directors. Generally, grants are approved on approximately the 15th day of the month following the month of your employment start date. The RSUs will be subject to a 4-year vesting with 1/4 being vested after first year and quarterly vesting thereafter over the remaining three-year period. Vesting is contingent upon your continued employment with Adobe, with certain limited exceptions as defined in the applicable award agreement. Within approximately four weeks following the grant date of your award, E\*TRADE will begin sending you Smart Alert notices with directions for accessing your E\*TRADE account and accepting the terms and conditions of your award.

## **Benefits**

Our employees and their families are our No. 1 priority and that is why we have a comprehensive list of industry-leading benefits—one less thing for you to worry about. Below are highlights of some of our benefits. If you are

looking for more information, please refer to benefits.adobe.com.

**Health Benefits:** Upon your start date, you will be eligible to take advantage of our comprehensive benefits package, which includes your choice of medical and dental plans, vision care, life insurance and disability coverage as well as health care, dependent care reimbursement accounts, and much more. For specific plan information, please refer to benefits.adobe.com.

**Employee Stock Purchase:** You may also participate in Adobe's Employee Stock Purchase Plan beginning with the next offering period following your start date, subject to the terms and conditions of the plan.

**401(k) Plan:** Within approximately 60 days following your start date, you will automatically be enrolled in Adobe's 401(k) Retirement Savings Plan at a pre-tax contribution rate of 6%. This amount will be deducted from each of your paychecks and invested on your behalf, along with a company matching component (subject to vesting under the plan terms), in a Vanguard ® Target Retirement Fund based on your age. You can, however, elect to enroll earlier or modify the terms of your enrollment or opt out of participation. You will receive a letter from Vanguard following your hire date with more information regarding Adobe's 401(k) Plan and the auto-enrollment program. For additional information about the program or to enroll, please refer to benefits.adobe.com under Financial and Survivor Benefits/401k Plan.

**Adobe PTO:** Adobe does not provide accrued vacation or paid time off (PTO) for exempt employees. You will work directly with your manager to arrange the time off you need when you need it. Please refer to the Time Off Program for Exempt US Employees available at benefits.adobe.com.

**Learn:** We have a culture of learning at Adobe. You'll have access to learning resources anytime, anywhere, through our on-demand platforms, interactive web sessions, and live learning experiences. And don't forget our generous Educational Assistance program that reimburses employees up to \$10,000 per calendar year for qualifying educational expenses. Learn it all!

# **Additional Employment Conditions**

This offer is contingent on the following:

- 1. Successful completion of a background check and reference checks as determined by Adobe in its sole discretion.
- 2. Signing and delivering the Employee Inventions and Proprietary Rights Assignment Agreement as a condition of your employment. The Employee Inventions and Proprietary Rights Assignment Agreement requires you to promise that you will not violate any existing agreements between you and your current or former employers. It is your responsibility to ensure that (i) joining Adobe will itself not violate any existing agreement between you and any current or former employer, or any other party, and (ii) during the course of your employment with Adobe, you will not violate any agreement that you may have with your current or former employers, or any other party, including any agreement not to compete with your current or former employer or not to solicit any employees, contractors, or customers of your current or former employer.
- 3. Your providing us with the information requested in the Export Control Questionnaire within seven days of receipt of this offer to allow us to determine if you require an export license. If so, this offer is contingent upon the receipt of any export license or any other approval that may be required under the United States export control laws and regulations.
- 4. Completing Adobe's conflicts of interest questionnaire and resolving any potential conflicts to the satisfaction of Adobe.
- 5. Obtaining the necessary work authorization. Your employment with Adobe is contingent upon the issuance and maintenance of all valid work, residency and/or other permit(s) necessary for you to work legally. Adobe will assist you with obtaining such permits to the extent allowable under applicable immigration laws.

Adobe will confirm your start date upon the successful completion of the contingencies listed above.

A further condition of employment at Adobe is timely completing employment eligibility verification in accordance with federal law. The first step of this process is to complete on or before your start date Section 1 of Form I-9 ("Section 1"). Also as part of this process, you are required to provide original documentation that verifies your identity and employment authorization on or before your start date. Upon acceptance of this offer, you will receive via email instructions on how to complete Section 1 as well as complete the verification process. If you fail to complete these required steps, Adobe may suspend or end your employment at its discretion. Please note that Adobe participates in the E-Verify program.

Employment with Adobe is at-will and is for no specified period and may be terminated by you or the company at any time, for any reason or no reason. This letter, along with any agreements relating to proprietary rights between you and Adobe, sets forth the terms of your employment with Adobe and supersedes any prior representations or agreements, whether written or oral. This letter may not be modified or amended except by a written agreement, signed by Adobe and by you, provided, however, that Adobe may, in its sole discretion, modify your compensation and/or benefits from time to time, subject to any applicable laws and the terms of its compensation and benefits plans.

Upon acceptance of this offer, please electronically sign all enclosed documents via Adobe Sign. We appreciate the prompt return of the requested documents so we will be able to have your information ready when you arrive. (In order to have your systems set up for your first day, all documents must be received 5 full business days prior to your start date.) If you have any questions regarding the details of this offer, please contact me. This offer will be valid until August 1, 2019.

Please work with your Talent Partner to determine your start date. I will reach out to you to reconfirm the logistics of your first day, including the time and place for your arrival. Please also expect an email, prior to your first day, about Adobe Life and IT orientations.

Jagmohan, we look forward to welcoming you to Adobe. This is a great time to be a part of our team as we continue to transform our business, break ground in new markets, and innovate like never before. I invite you to begin your Adobe journey by experiencing our culture on the Adobe Life blog (<u>blogs.adobe.com/adobelife</u>), where you will get a sense of the vibrant, exciting world that awaits you.

Sincerely,

Ekta Gupta Mgr, Software Development

I accept this offer and I understand that I am required to sign the enclosed Employee Inventions and Proprietary Rights Assignment Agreement, Employee Remote Access Agreement and the Export Control Questionnaire before starting employment with Adobe. I confirm that I am Jagmohan Singh and I intend to electronically sign this offer. I agree that my electronic signature shall be regarded exactly the same as my handwritten signature and shall be binding on me in the same manner as my handwritten signature.

Jagmohan Singh Jagniohan Singh (Jul 30, 2018)	<u> </u>
Signature	
Jul 30, 2019	
Accept Date	
07/30/2019	

# Desired Start Date

Enclosures:

Employee Input Sheet and Reasonable Accommodation Request Form Employee Inventions and Proprietary Rights Assignment Agreement Employee Remote Access Agreement Export Control Questionnaire

cc: Employee Experience

# EMPLOYEE INVENTIONS AND PROPRIETARY RIGHTS ASSIGNMENT AGREEMENT

In consideration of my employment or continued employment by Adobe Inc. or a subsidiary thereof (collectively, the "Company") and the compensation now and hereafter paid to me, I acknowledge and agree that:

- **1. NO CONFLICT.** During the term of my employment, I will perform for the Company such duties as may be designated by the Company from time to time and will devote my best efforts to the interests of the Company. I represent that I have not entered into, and will not enter into, any agreement, either written or oral, in conflict with this Agreement.
- **2. AT WILL EMPLOYMENT.** I understand and agree that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company and that my employment is "at will" and subject to termination by the Company or by me at any time for any reason or no reason and with or without advance notice.
- **3. PROPRIETARY INFORMATION.** My employment creates a relationship of confidence and trust between the Company and me with respect to any and all confidential knowledge, data or information:
- (a) Applicable or related to the business of the Company or its actual or demonstrably anticipated research or development; or
- **(b)** Received from an affiliate, client, customer or supplier ("Related Third Party") of the Company, which may be made known to me by the Company or by a Related Third Party, or learned by me in such context during the period of my employment, in respect of which the Company is obligated to maintain the confidentiality thereof and use such information only for certain limited purposes.

All of such information has commercial value in the business in which the Company is engaged and is hereinafter called "**Proprietary Information**." The term "Proprietary Information" shall also include trade secrets, confidential knowledge, data or any other proprietary information of the Company or a Related Third Party. By way of illustration, but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object code, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; (b) information regarding plans for research, development, products, marketing and selling, business and strategic plans, budgets and unpublished financial statements, contracts, prices and costs, suppliers and customers; (c) information disclosed to me by the Company or any Related Third Party or learned by me from review of any records of the Company or any Related Third Party; and (d) the existence and substance of any business discussions, negotiations, or agreements between the Company and any third party.



- 4. NONDISCLOSURE OF PROPRIETARY INFORMATION. All Proprietary Information is the sole and exclusive property of the Company, its assigns, or its Related Third Parties, and the Company, its assigns and its Related Third Parties shall be the sole and exclusive owners of all patents and other Proprietary Rights (defined below) in connection therewith. I hereby assign to the Company any rights I may have or acquire in any and all such Proprietary Information. At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust all Proprietary Information, and I will not use, disclose, lecture upon, make any copies of, or publish any Proprietary Information, or anything directly or indirectly relating to it without the prior written consent of the Company, except as may be necessary in the ordinary course of, and in connection with, performing my duties as an employee of the Company. I will abide by the terms of the Company's policy regarding technical publications before publishing or submitting for publication any material (written, oral, or otherwise) that relates to my work at the Company and/or incorporates any Proprietary Information. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use my own skill, knowledge, know-how, experience, and any information which is generally known in the trade or industry, provided that such use does not result in a breach of this Agreement. Notwithstanding anything contained in this Agreement, I understand that, pursuant to Section 1833 of Title 18, United States Code and/or other United States federal or state statutes, regulations, or other laws, I have the right to (a) report possible violations of United States federal or state statute, regulation, or other law to any United States governmental agency or entity, or make other disclosures that are protected under the whistleblower provisions of any United States federal or state statute, regulation; (b) make any report I am entitled to make under any "wage transparency" laws, the National Labor Relations Act, or any similar laws; (c) disclose, either directly or indirectly, in confidence trade secrets to United States federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law; and (d) disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).
- 5. COMPANY PROPERTY. Upon termination of my employment or at the Company's request before termination, I will deliver to the Company all written and tangible material in my possession, together with all copies thereof, and any other material incorporating or disclosing any Proprietary Information, Inventions, or otherwise relating to the Company's business, and I will permanently delete all Proprietary Information from any electronic media in my possession or under my control (unless I know the information is subject to a legal hold, in which case I will ensure a copy is delivered to the Company prior to permanent deletion). At Company's request, I will certify in writing that I have fully complied with the foregoing obligations. I agree that I will not copy, delete, or alter any information contained in my Company computer before I return it to the Company. I further agree that any property situated on the Company's premises and owned by the Company is subject to inspection by Company personnel at any time with or without notice, subject to compliance with applicable Company policies. Prior to leaving, I will cooperate with the Company in attending an exit interview and completing and signing the Company's termination statement, if any.
- **6. INVENTIONS; PROPRIETARY RIGHTS.** As used in this Agreement, the term "**Inventions**"



means any new or useful art, discovery, improvement or invention whether or not patentable, and all know-how, designs, mask works, formulas, processes, data, databases, manufacturing techniques, ideas, concepts, artwork, typefaces, software, written materials or other copyrightable or patentable works, and techniques and all Proprietary Rights therein. The term "**Proprietary Rights**" means all trade secrets, copyrights, trademarks, mask work rights, patents, database rights, industrial design rights, moral rights, and other intellectual property rights now or hereafter recognized by the laws of any jurisdiction or country, including all extensions and renewals thereof, whether now or hereafter existing.

# 7. OWNERSHIP.

- 7.1 Ownership of Proprietary Rights. Subject to Section 7.2 and except for Inventions that I can prove qualify fully under the provisions of California Labor Code section 2870 or other similar law (hereinafter "Section 2870"), I hereby assign and agree to assign in the future (when such Inventions are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company or its designee, my entire right, title, and interest in and to any and all Inventions (and all Proprietary Rights relating to such Inventions) which I may solely or jointly conceive, develop, reduce to practice or otherwise create during my employment with the Company or an affiliate of the Company (a) which relate at the time of creation, conception or reduction to practice to the Company's business or actual or demonstrably anticipated research or development, or (b) which are developed on any amount of the Company's time or with the use of any of the Company's equipment, supplies, facilities or Proprietary Information, or (c) which result from any work I perform for the Company. Inventions assigned to the Company or to a third party as directed by the Company pursuant to Section 7.2 are referred to in this Agreement as "Company Inventions."
- **7.2 Government or Third Party.** I also agree to assign all my right, title and interest in and to any particular Company Invention to a third party, including without limitation the United States or any of its agencies, as directed by the Company.
- **7.3 Nonassignable Inventions.** This Agreement does not apply to an Invention which qualifies fully as a nonassignable Invention under Section 2870. I have reviewed the notification on **Exhibit A** (Limited Exclusion Notification) and agree that my signature hereunder acknowledges receipt of the notification.
- **7.4 Obligation to Keep the Company Informed.** During the term of my employment, I will promptly and fully disclose to the Company in writing (a) all Inventions made, conceived, or reduced to practice by me, either alone or with others, including any that might be covered under Section 2870, and (b) all patent applications filed by me or in which I am named as an inventor or coinventor, to permit a determination by the Company as to whether or not the Inventions are the Company's property. Any such information will be received in confidence by the Company.

### 8. COOPERATION IN PERFECTING PROPRIETARY RIGHTS.

**8.1 Assistance.** I agree to perform, during and after my employment, all lawful acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining, maintaining, defending, and enforcing the full benefits, enjoyment, rights and title throughout the



world in the Proprietary Rights relating to the Company Inventions. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents, mask works and copyrights or other legal proceedings.

- 8.2 Appointment. In the event that the Company is unable for any reason to secure my signature to any document required to apply for or execute any patent, copyright, mask work or other applications to obtain Proprietary Rights with respect to any Company Invention (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact, which appointment is coupled with an interest, to act for and in my behalf and instead of me, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes stated in Section 8.1, with the same legal force and effect as if executed by me.
- **9. RECORDS.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Inventions developed, conceived, or reduced to practice by me, either alone or jointly with others, during the period of my employment by the Company, which records shall be available to, and remain the sole property of, the Company at all times.
- **10. PRIOR INVENTIONS.** Prior Inventions are Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property. I agree that I will not incorporate, not direct other employees of the Company to incorporate, or otherwise not influence or not induce the incorporation of such Prior Inventions in any Company products, processes, machines, or other work without the Company's prior written consent. If, in the course of my employment with the Company, I incorporate, direct other employees of the Company to incorporate, or otherwise influence or induce the incorporation of a Prior Invention into a Company product, process, machine, or other work, I hereby grant the Company a nonexclusive, royalty-free, irrevocable, assignable, perpetual, and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future Proprietary Rights in, such Prior Invention.
- 11. NO OPEN SOURCE CODE. I agree that I will not incorporate into any software owned by the Company or Company's clients or customers, or otherwise deliver to the Company, any software code licensed under the GNU GPL or LGPL or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by the Company without the prior approval of the Company's Legal department.
- 12. NO VIOLATION OF RIGHTS OF THIRD PARTIES. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement with any former employer or other third party, including any noncompete agreement or any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with the Company. I further represent that I will not improperly use or disclose to the U.S. EMPLOYEE INVENTIONS AND PROPRIETARY RIGHTS ASSIGNMENT

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  AGREEMENT



15.

Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or other third party, and I will not bring onto the premises of the Company or use any unpublished documents or any property belonging to such former employer or other third party to whom I have an obligation of confidentiality, unless consented to in writing by such former employer or party.

- 13. CONSENT AND RELEASE FOR INTERNAL COMPANY USE OF LIKENESS. I hereby grant to the Company the irrevocable right and permission to the use of my name, photographs, images, pictures, video recordings, audio recordings, testimonials, likeness, and/or voice without compensation, and with or without personal identification, on and in connection with any materials prepared by or for the Company in any medium, whether now known or hereafter devised, for internal use at the Company or its affiliates throughout the world, at any time, such as for internal advertising, promotion, presentation, or other internal business purposes as determined by Company. I release and discharge Company, its affiliates, and their agencies, assigns, and designees from any and all claims and demands arising out of or in connection with the use of such materials, including, but not limited to, any claims of defamation, invasion of privacy, or right of publicity.
- **14. SURVIVAL.** This Agreement (a) shall survive the termination of my employment by the Company, (b) does not in any way restrict my right or the right of the Company to terminate my employment at any time, for any reason or for no reason, (c) does not in any way restrict the Company's right to assign this Agreement or any rights or obligations hereunder to any successor-in-interest or other assignee, and I hereby consent to any such assignment to the extent necessary, and (d) is binding upon my heirs and legal representatives.
- **COLLEAGUES.** I agree that (a) during the term of my employment by the Company, I will not, without the Company's express written consent, engage in any employment or business activity that is competitive with, or would otherwise conflict with my employment by, any business activity of the Company, and (b) for the period of my employment with the Company and for eighteen (18) months thereafter, I will not, either directly or indirectly, solicit, induce or encourage, or attempt to solicit, induce or encourage, or cause others to solicit, induce or encourage, any employees, independent

contractors, or consultants of the Company or its affiliates to terminate their employment or other

NON-COMPETITION (DURING EMPLOYMENT) AND NO SOLICITATION OF

16. INJUNCTIVE RELIEF. I acknowledge and agree that, because my services are personal and unique and because I will have access to Proprietary Information, my breach or threatened breach of any of the promises or agreements contained in this Agreement will result in irreparable and continuing damage to the Company for which there would be no adequate remedy. I further agree that monetary damages will be inadequate to afford the Company with full relief for such breach or threatened breach. Therefore, in the event of any such breach or threatened breach, the Company shall be entitled to injunctive relief and/or a decree for specific performance without bond and without prejudice to any other relief as may be proper (including monetary damages if appropriate). The rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity, and no action by the Company to pursue any rights or remedies

service arrangement with the Company or its affiliates for any reason.



hereunder shall constitute an election to forego any other remedies for any breach or threatened breach of this Agreement.

**17. NOTIFICATION OF NEW EMPLOYER.** In the event that I leave the employ of the Company, I hereby agree that the Company may notify my new employer of my rights and obligations under this Agreement, including but not limited to, by providing a copy of this Agreement to such employer.

# 18. MISCELLANEOUS.

- **18.1 Waiver.** The waiver by the Company of a breach of any provision of this Agreement by me shall not operate or be construed as a waiver of any other or subsequent breach by me.
- **18.2 Severability.** If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way, and the invalid, void, or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 18.3 Choice of Law. With the exception of Section 15, this Agreement shall be construed in accordance with, and governed by, the laws of the State of California, as such laws apply to contracts between California residents performed entirely within California. Section 15 of this Agreement shall be construed in accordance with, and governed by, the laws of the State in which I have my principal work location at the time of any termination of my employment with the Company. I hereby agree that the state and federal courts for the county in which I work for the Company at the time of any termination of my employment shall have personal jurisdiction over me for the purpose of any lawsuit filed there against me by the Company arising from or related to this Agreement.
- **18.4 Export.** I agree not to export, directly or indirectly, any U.S. technical data acquired from the Company or any products utilizing such data, to countries outside the United States, except in compliance with applicable export laws or regulations.
- 18.5 Notice. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the signature page, by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party. I will be deemed to have provided notice of a change of my address by providing updated address information through Workday or other electronic means provided by the Company to change my address of record with the Company.
- **18.6 Effective Date.** This Agreement shall be effective as of the first day of my employment with the Company.



- **18.7** Attorneys' Fees. In the event of any litigation between the parties that relates to or arises out of this Agreement, the prevailing party will be entitled to recover from the losing party its attorneys' fees and costs incurred in such litigation.
- 18.8 Entire Agreement. This Agreement, including the Exhibits thereto, represents my entire and exclusive understanding with the Company with respect to the subject matter of this Agreement and supersedes and merges all previous understandings, written or oral, with respect to such matters, provided, however, that the foregoing provisions shall not apply to any separate non-competition or non-solicitation agreement between the Company or a predecessor company and me. This Agreement may be amended or modified only with the written consent of both me and the Company. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. As used in this Agreement, the period of my employment includes any time during which I may have been or will be retained by the Company as an independent contractor if no other agreement governs nondisclosure or assignment of Inventions during such period.



18.9 I CERTIFY AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ ALL OF THE PROVISIONS OF THIS AGREEMENT, I UNDERSTAND THIS AGREEMENT AND HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS IT WITH INDEPENDENT LEGAL COUNSEL, AND I WILL FULLY AND FAITHFULLY COMPLY WITH ITS PROVISIONS.

18.10 I CONFIRM THAT I AM Jagmohan Singh ND I INTEND TO ELECTRONICALLY SIGN THIS AGREEMENT. I AGREE THAT MY ELECTRONIC SIGNATURE SHALL BE REGARDED EXACTLY THE SAME AS MY HANDWRITTEN SIGNATURE AND SHALL BE BINDING ON ME IN THE SAME MANNER AS MY HANDWRITTEN SIGNATURE.

ADOBE SYSTEMS INCORPORATED		EMPLOYEE	
Ву:		Ву:	Jagmohan Singh Jagmohan Singh (Jul 30, 2019)
	(Signature)		(Signature)
Print		Print	
Name:		Name:	Jagmohan Singh
Title:		Dated:	I.J.20, 2010



# EXHIBIT A

# LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and the Company does not require you to assign or offer to assign to the Company any Invention that you developed entirely on your own time without using the Company'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 Company's business, or actual or demonstrably anticipated research or development of the Company; or
  - (2) Result from any work performed by you for the Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an Invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or Invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or Invention to be in the United States.



# **EXPORT CONTROL QUESTIONNAIRE**

The following questions are required for purposes of compliance with the export control and trade sanction laws of the United States and other national governments.

1. Are you an American citizen, permanent resident Immigration and Naturalization Act?	nt alien, or other "protected individual" under the
Yes	
The questionnaire is complete. Please sign and date below.	
No No	
Please respond to question 2 below.	
2. Are you a citizen or permanent resident of any of	one of the following countries?
Cuba, Iran, North Korea, Sudan, Syria	
Yes	
Please respond to question 3 below.	
No No	
The questionnaire is complete. Please sign and date below.	
3. Please list all countries of citizenship or permanthis information in order to determine whether approval.	nent residency <u>and</u> the date granted. Adobe needs it needs to obtain an export license or other
India	
Employee:	
Jagmohan Singh Jagmohan Singh (Jul 30, 2019)	Jagmohan Singh
(Signature)	(Print Name)
Date: Jul 30, 2019	



# EMPLOYEE REMOTE ACCESS AGREEMENT

In exchange for Adobe Systems Incorporated's ("Adobe") willingness to allow me, Jagmohan Singh, to have remote access to the corporate network, I agree that I will perform such work in accordance with the terms and conditions of this Employee Remote Access Agreement. I understand that I must obtain my manager's approval regarding what times and circumstances, if any, would be appropriate for me to work remotely. This agreement also does not give permission to telecommute (work from home at least 60% of my time), which requires a separate approval process through the Telecommuting Guidelines and a separate Telecommuting Agreement. For more details see the Telecommuting website: <a href="http://telecommuting.corp.adobe.com">http://telecommuting.corp.adobe.com</a>.

- 1. I will employ appropriate remote access security measures, including any measures required by Adobe from time to time, and protect company assets, trade secrets, and systems. I will not share my account name or password with anyone else, including other Adobe employees or family members. If I use personally-owned equipment to access the corporate network or otherwise conduct business on behalf of Adobe, I will ensure that Adobe has access to all business-related files by keeping at least one copy of all such files on computer equipment owned by Adobe. I will comply with the Electronic Communications Policy.
- 2. I understand that Adobe's decision to allow me remote access is within the company's sole discretion, and that Adobe may terminate this at any time, for any reason, with or without notice. I also understand that Adobe may at any time change any or all of the conditions under which I am permitted remote access.
- 3. I understand that this Agreement does not change any of the basic terms or conditions of my employment with Adobe, particularly any status as an at-will employee; only a separate written employment agreement signed by an authorized representative of Adobe would affect these terms or conditions or this status.
- 4. I understand that any equipment or software provided by Adobe for the purpose of remote access remains the property of Adobe and should be treated as Adobe equipment, and that such equipment must be returned to Adobe in the same condition it is received by me, reasonable wear and tear excluded. Should my employment with Adobe terminate for any reason, I will immediately return all Adobe equipment, property, documents and other materials, including intangibles and intellectual property that are in my possession or control.
- 5. I understand that Adobe will maintain and service any Adobe equipment that is in my possession. I understand that I am not authorized to arrange for third-party repairs or service, and in order to arrange for needed repairs or service; I will contact the Adobe Helpdesk, and bring or send in equipment as needed. I will cooperate with Helpdesk as needed to maintain the equipment.
- 6. I will strictly observe software copyright laws when using software in my work for and equipment owned by Adobe.

Having read and understood the foregoing terms and conditions, and intending to be bound by those terms and conditions, I now sign this Employee Remote Access Agreement.

Employee:	Jagmohan Singh	
	Jagmohan Singh (Jul 30, 2019)	



# **SELF-IDENTIFICATION FORM**

	Singh	Jagmohan	
Mr/Ms/Dr	Last Name	First Name	Full Middle Name
Male		05/10/1986	531750047
Gender	Known as/Nickname	Birth Date	Social Security #
5571 Walnut	Blossom DR APT 1 San Jose,	CA, 95123	6692928365
ermanent Ad	dress (where you live): Street	City State Zip	Area Code/Telephone #
5571 Walnut	Blossom DR APT 1 San Jose	CA 95123	6692928365
 ∕Iailing Addres	ss (where paycheck will be mailed)	): Street City State Zip	Area Code/Telephone #
overnment or rder to assist ndicate ethnic eporting purp	n an annual basis listing the ethnic Adobe in maintaining accurate er city and gender in the spaces pro- oses only.	city and gender of each employee with mployment records and comply with Fe	government, we are required to submit reports to the U.S. Providing this information is voluntary, but ederal government reporting requirements, we ask you for these questions is confidential and will be used
n employee r	e Race (select one): may identify him/herself with the f voluntary. Please see the definitior		e of Adobe's affirmative action plan. Providing this
Hispanic	or Latino	Black or African American	Two or More Races
America	n Indian or Alaskan Native	Native Hawaiian or Other Pa	icific Islander I do not wish to answer
Asian		White	•
f you belong t	e Veteran Status (select one): o any of the categories of protecte se see the definitions on page 2.	ed veterans, please select the most appro	opriate box below. Providing this information is
Disabled	Veteran	Active W	artime or Campaign Badge Veteran
$\simeq$		$\simeq$	
( ) Recently	Separated Veteran	( ) Armed Fo	orces Service Medal Veteran



# **RACE DEFINITIONS\***

#### **Hispanic or Latino:**

A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

#### American Indian or Alaska Native:

A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

#### Asian:

A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

#### Black or African American:

A person having origins in any of the black racial groups of Africa.

#### **Native Hawaiian or Other Pacific Islander:**

A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

#### White

A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

#### Two or More Races:

A person who identifies with more than one of the above five races.

\* From the U.S. Equal Employment Opportunity Commission (EEOC)'s definitions of Race and Ethnicity

# **VETERAN DEFINITIONS**

ADOBE SYSTEMS is a Federal contractor subject to Section 503 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA). Section 503 prohibits job discrimination by employers holding Federal contracts or subcontracts because of a disability and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities, who with or without reasonable accommodation, can perform the essential functions of a job.

VEVRAA requires government contractors to take affirmative action to employ and advance in employment of disabled veterans, other protected veterans and recently separated veterans covered by the Act.

#### **Disabled Veteran:**

- 1. A veteran of the U.S. military, ground, naval or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or
- 2. Was discharged or released from active duty because of a service-connected disability.

#### **Recently Separated Veteran:**

Any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

## **Active Wartime or Campaign Badge Veteran:**

A veteran who served on active duty in the U.S. military, ground, naval or air service during a war, or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.

#### **Armed Forces Service Medal Veteran:**

Includes any veteran who, while serving on active duty in the U.S. military, ground, naval or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985.



# **VOLUNTARY SELF-IDENTIFICATION OF DISABILITY**

Form CC-305 OMB Control Number 1250-0005 Expires 1/31/2020 Page 1 of 2

# Why are you being asked to complete this form?

Because we do business with the government, we must reach out to, hire, and provide equal opportunity to qualified people with disabilities. <sup>i</sup> To help us measure how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for a job, any answer you give will be kept private and will not be used against you in any way.

If you already work for us, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our employees to update their information every five years. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

# How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition.

Disabilities include, but are not limited to:

- Blindness
- Deafness
- Cancer
- Diabetes
- Epilepsy
- Autism
- Cerebral palsy
- HIV/AIDS
- Schizophrenia
- Muscular dystrophy
- Bipolar disorder
- Major depression
- Multiple sclerosis (MS)
- Missing limbs or partially missing limbs
- Post-traumatic stress disorder (PTSD)
- Obsessive compulsive disorder
- Impairments requiring the use of a wheelchair
- Intellectual disability (previously called mental retardation)

# Please make a selection below:

Yes, I have a disability (or previously had a disability)		
No, I do not have a disability		
I do not wish to answer		
Jagmohan Singh Jagmohan Singh (Jul 30, 2015)	07/30/2019	

Your Name Today's Date



# **VOLUNTARY SELF-IDENTIFICATION OF DISABILITY**

Form CC-305 OMB Control Number 1250-0005 Expires 1/31/2020 Page 2 of 2

# **Reasonable Accommodation Notice**

Federal law requires employers to provide reasonable accommodation to qualified individuals with disabilities. Please tell us if you require a reasonable accommodation to apply for a job or to perform your job. Examples of reasonable accommodation include making a change to the application process or work procedures, providing documents in an alternate format, using a sign language interpreter, or using specialized equipment.

<sup>1</sup> Section 503 of the Rehabilitation Act of 1973, as amended. For more information about this form or the equal employment obligations of Federal contractors, visit the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) website at <a href="https://www.dol.gov/ofccp">www.dol.gov/ofccp</a>.

PUBLIC BURDEN STATEMENT: According to the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. This survey should take about 5 minutes.

If you need an accommodation because of a disability, contact the Employee Resource Center at 408-536-4357, ext. 6-HELP (6-4357) or via email at erc@adobe.com.

Note: Medical or professional verification may be required to justify the need of a reasonable accommodation.