

CONTINGENT WORKER CONFIDENTIALITY AGREEMENT

This Contingent Worker Confidentiality Agreement (this “**Agreement**”) is made and entered into this _____ day of _____, 20__ by and between Applied Materials, Inc., and its subsidiaries and affiliates, including Applied Materials India Private Limited (collectively “**Applied**”), and _____ (“**Contingent Worker**”), an employee of _____ (“**Service Provider**”).

Whereas, Applied and Service Provider have entered into an agreement whereby Service Provider places Service Provider’s employees or contractors at the site of Applied or an Applied customer to perform services for Applied;

Now therefore, in consideration of Service Provider’s assignment of Contingent Worker to the premises of Applied or an Applied customer as required by Applied, and Applied’s disclosure of Confidential Information to Contingent Worker, the Contingent Worker hereby agrees as follows:

1. CONFIDENTIAL INFORMATION

- a. As used in this section, “Confidential Information” means all information obtained by or disclosed to Contingent Worker by Applied, whether or not such information is embodied in writing or other physical form, whether or not specifically marked as ‘confidential’, including information received by Applied from third parties, subject to a duty by Applied to maintain the confidentiality of such information, that relates to Applied’s research, development or business activities, including but not limited to, (a) technical information, including manufacturing techniques, concepts, processes, formulas, designs, source code, drawings, manuals, test results, specifications, and know-how; (b) commercial information, including marketing and business plans, sales strategies, forecasts, financial information, budgets, projections, production plans, product inventory and launch plans, and price lists; (c) personnel information, including organization charts and job assignments, salaries, skills, abilities, performance reviews, and qualifications of employees; and (d) customer and supplier information, including contact lists, organization charts, product requirements, and purchase histories, except to the extent that the information is previously known to or is independently developed by Contingent Worker with no resources of Applied or use of the Confidential Information or is publicly disclosed either prior or subsequent to Contingent Worker’s receipt of the information through no fault of Contingent Worker; provided, that nothing in this Agreement will limit the Applied’s rights under any applicable trade secret law.
- b. The Contingent Worker acknowledges that the Confidential Information is sensitive, confidential and proprietary to Applied and that the protection of the Confidential Information (as defined above), is necessary to protect and preserve the value of Applied. Except as may be authorized by Applied in writing, Contingent Worker will (i) hold all Confidential Information in trust and strictest confidence for Applied; (ii) will not disclose Confidential Information to anyone outside of Applied, either during or after Contingent Worker’s work assignment with Applied; and (iii) not use Confidential Information in any way, commercially or otherwise, except in performing services for Applied.
- c. Upon termination of Contingent Worker’s work assignment with Applied, or at any time pursuant to Applied’s request, whether in electronic or physical form, Contingent Worker will deliver promptly to Applied and permanently delete and erase from its records, all data, documents, records, drawings, notebooks, models, manuals, reports, equipment or other physical or intangible property, whether or not pertaining to Confidential Information, furnished by Applied, or produced by Contingent Worker or customers, suppliers, or others in connection with Contingent Worker’s work assignment, including all copies of those materials that Contingent Worker may then possess or have under his/her control.
- d. The rights and obligations of this section will survive according to its terms and continue after any expiration or termination of this Agreement or Contingent Worker’s work assignment with Applied.

2. CONFIDENTIAL INFORMATION TO COURTS OR GOVERNMENT AGENCIES

The obligation of confidentiality on the Contingent Worker will not apply with respect to disclosures of Confidential Information that are compelled by any legal, administrative or investigative proceeding before any court, or any governmental or regulatory authority, agency or commission; provided, that the Contingent Worker promptly notifies Applied thereof and cooperates with Applied in its efforts to obtain a protective order or other similar determination with respect to such Confidential Information.

3. CODE OF CONDUCT

Applied is committed to adhering to ethical business practices in dealing with vendors, partners, and workers around the world. Contingent Workers must comply with all applicable laws, rules, and regulations as well as the requirements and principles of Applied's Standards of Business Conduct and any other applicable policy(ies). Contingent Worker therefor agrees that he/she has carefully read, understands and agrees to comply with Applied's Standard of Business Conduct and other policies (as applicable), including but not limited to Applied's policies on (i) protection of Confidential Information, (ii) gifts and meals, (iii) anti-bribery and anti-corruption and (iv) prevention of sexual harassment at workplace.

4. INVENTIONS, PATENTS, TRADE SECRETS, AND COPYRIGHTS

- a. "Inventions" means all technology and intellectual property, regardless of form and whether or not registered, including without limitation, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets, collective works, computer programs, compilations, databases, business methods, derivative works, and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. Contingent Worker understands that this includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. "**Applied Inventions**" means Inventions authored, created, discovered, developed, produced, conceived, made or first actually reduced to practice by Contingent Worker solely or jointly with others during the period of Contingent Worker's assignment with Applied.
- b. Contingent Worker agrees that he/she will promptly make full written disclosure of all Applied Inventions to Applied and will hold in trust such all Applied Inventions for the sole right and benefit of Applied.
- c. Contingent Worker agrees to keep and maintain adequate and current written records of all Applied Inventions made or conceived by him/her (solely or jointly with others) during Contingent Worker's work assignment with Applied. The records may be in the form of notes, sketches, drawings, flowcharts, electronic data or recordings, laboratory notebooks, or any other format. Such records will be available to and remain the sole property of Applied at all times. Contingent Worker agrees not to remove such records from Applied's place of business except as expressly permitted by Applied policy which may, from time to time, be revised at the sole election of Applied for the purpose of furthering Applied's business. Contingent Worker agrees to deliver all such records (including any copies thereof) to Applied in accordance with section 5.
- d. Contingent Worker hereby irrevocably assigns, transfers and conveys to Applied, or its designee, all of Contingent Worker's right, title and interest throughout the world and in perpetuity, in and to any and all Applied Inventions and all patent, copyright, trademark, trade secret and other intellectual property rights therein
- e. Contingent Worker hereby waives and irrevocably quitclaims to Applied or its designee any and all claims, of any nature whatsoever, that he/she now has or may hereafter have for infringement of any and all Applied Inventions. Whilst it is clear that the Contingent Worker is employed by the Service Provider and is not an employee of Applied, in the event Contingent Worker's work assignment with Applied is

at any time determined to be that of an employee, Contingent Worker further acknowledges that all Applied Inventions that are made by Contingent Worker (solely or jointly with others) within the scope of and during the period of Contingent Worker's assignment with Applied shall be construed as "works made for hire" (to the extent permitted by applicable law) and shall be compensated by the payments made by the Service Provider in consideration of Contingent Worker's work assignment with Applied.

- f. If, in the course of Contingent Worker's work assignment with Applied, Contingent Worker uses or incorporates into a product, process, or machine any Applied Invention not covered by this clause, in which Contingent Worker has an interest, Contingent Worker will promptly inform Applied of the same. Whether or not Contingent Worker gives such notice, Contingent Worker hereby irrevocably grants to Applied a non-exclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and sub-license, to practice and exploit such Applied Invention, and to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute such Applied Invention under all applicable intellectual property laws without restriction of any kind.
- g. Contingent Worker agrees to assist Applied, or its designee, at its expense, in every proper way to secure Applied's, or its designee's, rights in the Applied Inventions and any copyrights, patents, trademarks, mask work rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to Applied or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, affidavits, oaths, assignments, recordation, and all other instruments which Applied or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive such rights, and in order to assign and convey to Applied or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Applied Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto.
- h. The Contingent Worker hereby waives all his/her rights, title and interest, including moral rights in the Applied Inventions in favour of Applied and accordingly, agrees not to assert any such rights against Applied anywhere in the world. Notwithstanding the provisions of the Indian Copyright Act, 1957, all assignments / licenses granted by the Contingent Worker under this Agreement shall not lapse or revert or be deemed to lapse or revert to the Contingent Worker.
- i. Contingent Worker further agrees that his/her obligation to execute or cause to be executed, when it is in his/her power to do so, any such instrument or papers shall continue during and at all times after the end of his/her work assignment with Applied and until the expiration of the last such intellectual property right to expire in any country of the world. Contingent Worker hereby irrevocably designates and appoints Applied and its duly authorized representatives as his/her agent and attorney-in-fact, to act for and on his/her behalf and stead to execute and file any such instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, designs, trademarks, copyright, mask work and other registrations related to such Applied Inventions. This power of attorney is coupled with an interest and shall not be affected by my subsequent incapacity.
- j. Contingent Worker accepts the payments made by Service Provider in consideration of Contingent Worker's work assignment with Applied as Contingent Worker's sole compensation for the assignment to Applied of all rights to Inventions and other rights granted to Applied under this Agreement. In case any Invention is described in a patent application or is disclosed to third parties by Contingent Worker within one (1) year after the end of the work assignment with Applied, it is to be presumed that the Invention was conceived or made during Contingent Worker's work assignment with Applied, and the Invention will be considered an Applied Invention and assigned to Applied as provided by this Agreement, provided it is related to Contingent Worker's work assignment with Applied or to the business of Applied or any of its subsidiaries or affiliates.

- k. Any Inventions made by Contingent Worker prior to any association by Contingent Worker with Applied and without Applied's Confidential Information and/or resources will not be subject to the assignment provisions of this Agreement.
- l. The Contingent Worker hereby acknowledges and undertakes that it does not have, or will not have at any point of time, any ownership, interest, right or title in the Applied Inventions nor will he/she claim any ownership, interest, right or title in the Applied Inventions. Accordingly, the Contingent Worker hereby undertakes not to hold itself out as the owner or proprietor of such Applied Inventions or to file any applications for registration of the same, either directly or indirectly, in any jurisdiction throughout the world.
- m. The Contingent Worker shall not anywhere in the world, (i) take any action (or omit to take any action where required), such that it jeopardizes or prejudices the rights, title and interests of Applied in and to such Applied Inventions, or (ii) challenge, either directly or indirectly, the validity or ownership of the Applied Inventions.
- n. Nothing in this section 4 will be construed or interpreted to create or imply the existence of any employment agreement between Contingent Worker and Applied.

5. OWNERSHIP OF DOCUMENTS

All data, including drawings, specifications, designs and other information furnished by Applied to Contingent Worker in connection with his/her work assignment will remain the sole and exclusive property of Applied. The Contingent Worker shall return these items to Applied upon termination of his/her work assignment or at any time upon request by Applied.

6. INFORMATION OF FORMER EMPLOYER

Contingent Worker shall not disclose or use for Applied's benefit any confidential or proprietary information of Contingent Worker's former employer(s) or any other third parties to which Contingent Worker has a confidentiality obligation. The Contingent Worker must not bring onto the premises of Applied any non-public documents or any other property belonging to any former employer(s) or any other third parties unless permitted to do so in advance in writing by such party.

7. STATUS OF CONTINGENT WORKER

Contingent Worker acknowledges that he/she is an employee of Service Provider, not Applied. In no event will Contingent Worker be eligible for or entitled to any benefits under any of Applied's employee benefit plans, arrangements, and policies. For example, but without limitation, Contingent Worker will not be eligible for any Applied plan, arrangement or policy providing bonus, Paid Time Off (PTO), stock option, stock purchase, sick leave, worker's compensation, disability, medical, 401(k), retirement, profit sharing, or similar benefits. Even if Contingent Worker later is retroactively reclassified as a regular Applied employee, no retroactive benefits will be granted. If Applied is required to provide Contingent Worker with retroactive benefits, Contingent Worker will reimburse Applied for all costs of providing the retroactive benefits. The acceptance, performance or completion of a temporary work assignment with Applied in no way implies or guarantees any opportunity for future regular, full-time or part-time employment with Applied.

8. INSURANCE

Contingent Worker acknowledges that no insurance whatsoever, including workers' compensation insurance, has been or will be obtained by Applied on Contingent Worker's behalf.

9. DATA PROTECTION, PRIVACY AND MONITORING

- a. Applied may provide Contingent Worker with access to company telephones, workstations, and mobile devices, and to its voice-mail, email, word-processing, internet, videoconferencing, teleconferencing,

networking, computing, and other electronic communication or data storage systems (collectively, the "**Applied Communication and Data Systems**"). Because the Applied Communication and Data Systems are owned and controlled by Applied and intended primarily for business use, Contingent Worker should have no expectation of personal privacy with respect to the Applied Communication and Data Systems, including the information that they access, store, or transmit through the systems.

- b. Applied can access, monitor, record, or search any electronic resources, information technology assets, or workspace, including the contents of any files or information maintained or passed through these sources, at any time for any reason or no reason, with or without notice.
- c. Contingent Worker acknowledges and grants consent to Applied to collect, hold and process his/her personal data in accordance with applicable law for such purposes necessary for the continued engagement of the Contingent Worker with Applied. Where consent is required for any processing of personal data, the Contingent Worker agrees that Applied may collect, store, and process personal data (including sensitive personal data) provided by him/her (and where appropriate by third parties inside or outside the U.S.) for the aforesaid purpose, including the release and transfer of such information to third parties (including any affiliated entities of Applied), whether or not in other jurisdictions. The Contingent Worker shall have the right to review, amend, delete or withdraw consent for the aforementioned collection, handling and processing of his/her personal data by Applied. In the event the Contingent Worker withdraws such consent, Applied shall have the right to terminate the engagement with such Contingent Worker.

10. ACTIVITIES AND AWARDS

Contingent Worker acknowledges that Contingent Workers are not eligible to participate in any company-sponsored activity of a social or business nature that takes place within/outside of regular work hours or inside/outside Applied premises. Additionally, Contingent Workers are not eligible to participate in any Applied sponsored award or recognition programs.

11. INDEMNIFICATION

- a. If Contingent Worker uses Confidential Information beyond the scope permitted under this Agreement, or discloses Confidential Information to a third party without the prior written consent of Applied, Contingent Worker will be liable for compensation for any and all damages (including without limitation all reasonable attorneys' fees, investigation costs, notarization fees, court costs and other related costs and expenses) to Applied as a result of such use or disclosure.
- b. Contingent Worker acknowledges that any breach of this Agreement will result in irreparable harm to Applied for which monetary compensation would not be sufficient. Accordingly, Contingent Worker acknowledges that injunctive relief is an appropriate remedy for any breach of this Agreement and requirements for such injunction are already satisfied, in addition to monetary compensation.

12. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to Contingent Worker's work assignment with Applied, or the termination of that work assignment, including, but not limited to, any controversy or claim based on contract or tort law and any applicable statute or law, as against Applied, or any of its subsidiaries, affiliates, employees, or agents, shall be under the jurisdiction of the court of which administrative region the concerning party of Applied Materials is located.

13. ENTIRE AGREEMENT

Contingent Worker acknowledges that this document combined with the attached Exhibit A – U.S. Export Compliance Agreement for Contingent Worker is the sole Agreement between Contingent Worker and Applied, that Contingent Worker has not relied upon any representations or promises by anyone not expressly stated in this Agreement, and that any modifications to this Agreement can only be made in writing signed by Contingent Worker and an appropriate Applied Officer. If any provision of this Agreement is for any

reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect.

14. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be constructed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration and scope, it shall be constructed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

15. OBLIGATION

All of Contingent Worker's obligations under this Agreement will be binding upon his/her heirs, executors, administrators, legal representatives and assigns.

AGREED:

Signature (Contingent Worker)

Date: _____

EXHIBIT A**U.S. EXPORT COMPLIANCE CERTIFICATION****Non Employee AGREEMENT**

Please complete the following chart.

Legal Name:			
	LAST	FIRST	MI
Preferred Name (if different from above):			
Non employee Worker Number: <i>(if available)</i>		Dept. # & Name:	
Hiring Company:			
Country of Current or Past Citizenship or Permanent Residency (if more than one country, list all):			
Country of Current Residency (list country & province):			

All non-employees who may require access to proprietary technology or software must execute the following export compliance certification and letter of assurance:

In consideration of the Service Provider's assignment to Applied for one or more temporary projects, I acknowledge that I am, may or will be subject to the U.S. Export Administration Regulations ("EAR"). The EAR applies, or may or will apply, to me, as a result of my current, expected or possible access to certain technology, software or other technical data as a non-employee with system access. I have read and understood the Background Information that is attached to this form as Schedule 1. I understand that Applied Materials is required to obtain the information requested on this form to be able to comply with EAR, and I certify that:

- I have carefully read and understand the content of this form, and
- all information that I have provided herein is true, accurate, and complete.

I understand that the information herein may be submitted to the U.S. Government for purposes of filing for an export license, as may be required. I also understand that this certification is a condition to my having access to certain technology, software or other technical data. If I refuse to execute this certification, or if it is not possible or commercially feasible for Applied Materials to prepare an application to obtain a license in order for me to have access to such technology or software, Applied Materials may, in accordance with applicable law:

- not choose to assign me to this temporary project or rescind its offer of temporary assignment,
- offer a different assignment to me, after rescinding its original offer of temporary assignment,
- terminate my temporary assignment to the temporary project.

I understand that, even if my initial duties and responsibilities do not give me, or are not expected to give me, access to restricted technology, software or any other technical data under the EAR, a change in my duties, responsibility or position after I am engaged, may give me access to such technology or software. In such event, Applied Materials may apply for a license in order to permit me to have access to such technology or software, or take any of the above actions,

as applicable, against me at such time, if it is not possible or commercially feasible for Applied Materials to seek such license. I also understand that the information on this form may be shared with any Applied Materials companies.

I agree to comply with the U.S. export control laws and regulations, including the Export Administration Regulations (“EAR”), as they pertain to any commodities, technology, or software to which I have access as a non employee with system access. U.S. law and regulations govern exports of commodities, technology, and software. I shall not knowingly export, directly or indirectly, any commodities, technology, or software in violation of U.S. export control laws and regulations. I hereby acknowledge that U.S. law restricts and/or prohibits exports of various Applied Materials products, software, and technology, absent a specific license from the U.S. government.

I understand that an “export” is defined broadly under U.S. law to include not only any physical shipment of a controlled item but also any release or transmission (e.g., by email or telephone) of technology or software to any person outside the United States OR to any person wholly inside the United States who is not a U.S. national or permanent resident. I also understand that the company employs in its Corporate Trade department export compliance professionals who are available to assist non employees with questions regarding export control laws. I hereby agree to consult the guidelines maintained by Corporate Trade and agree to contact Corporate Trade if directed by the guidelines before “exporting” any technology or software to any foreign nation or to any non-U.S. national without U.S. permanent residency.

Signed:	Date:
Print Name:	Accepted by:

Note: Completion of this form is MANDATORY for all non-employees. Please return the completed form, along with the Contingent Worker Confidentiality Agreement. Thank You.

SCHEDULE 1 TO EXHIBIT A

Background Information

Applied Materials, Inc. and its subsidiaries and affiliates, (collectively, “Applied Materials”), are subject to United States export regulations. These regulations limit Applied Materials from disclosing certain types of technology, software and other technical data to citizens and residents (including permanent residents) of certain countries. Such disclosure may occur, for example, through any of the following means:

- making technology available by practice or application under the guidance of a person knowledgeable in the technology,
- visual inspection of equipment or facilities,
- oral exchange of information, and
- application to situations abroad of personal knowledge or technical experience acquired in the United States.

Applied Materials may be required to seek an export license before (i) you commence an assignment at Applied Materials through the Service Provider, (ii) you transfer to a new assignment within Applied Materials, for any reason, or (iii) your duties or responsibilities with your assignment at Applied Materials change. This form will allow Applied Materials to determine applicable export licensing requirements and, if necessary, apply for a license on your behalf at the earliest possible time. The licenses are free, but they can take some time to get approved, anywhere from several weeks to longer, particularly if they are connected with defense-related technologies. Furthermore, there is no guarantee that the U.S. Government would approve the application. The application for a license typically involves substantial preparation of documents and information, including:

- information on the relevant non-employee worker, including his or her work and educational history, as well as immigration status,
- a detailed explanation of the purpose of the export/disclosure to such non employee worker, with reference to design, development and production needs,
- the location of the non employee worker, and
- the benefits expected to be received from such non employee worker.

As of December 2006, the countries and nationals that are subject to especially restrictive U.S. export controls include the following:

China (People’s Republic of), Russia, Armenia, Azerbaijan, Belarus, Burma (Myanmar), Cambodia, Cuba, Georgia, Iran, Iraq, Kazakhstan, Korea (North, Democratic People’s Republic of), Kyrgyzstan, Laos, Libya, Macau*, Moldova, Mongolia, Sudan, Syria, Tajikistan, Turkmenistan, Ukraine, Uzbekistan and Vietnam

In general, the application process is significantly more burdensome if you are a citizen or permanent resident of any of the above countries. Under some circumstances, it may not be possible or commercially feasible for Applied Materials to prepare an application to obtain a license, because of the requirements that Applied Materials would need to satisfy in order to be granted such license.

***Note:** Though Macau is recognized as a special administrative region of China, it is also listed in Country Group D in the US Export Administration Regulations (EAR)