

This letter confirms our offer of Externship Program participation with Todd Agriscience, Inc. remotely.

Sec 1. Externship Program

- (a) Your tentative scheduled start date is 02/16/2026. Your primary duties will be developing and maintaining software systems, marketing, and research.
- (b) By agreeing to this offer, you confirm with Todd that you are under no contractual or other legal obligations that would prohibit you from performing your duties with Todd.

Sec 2. Confidential Information and Invention Assignment

- (a) Like all Todd employees, you will be required, as a condition of your participation with Todd, to agree to Todd's enclosed standard Confidentiality and Intellectual Property Agreement.

Sec 3. Employment Relationship

- (a) Your participation with Todd will be "at will," meaning that either you or Todd may terminate your involvement at any time and for any reason, with or without cause. Any contrary representations which may have been made to you are superseded by this offer. This is the full and complete agreement between you and Todd on this term. Although your job duties, title, compensation and benefits, as well as Todd's personnel policies and procedures, may change from time to time, the "at will" nature of your participation may only be changed in an express written agreement signed by you and Todd's Chief Executive Officer.

Sec 4. Disqualification

- (a) Participants may be immediately disqualified from the program for any of the following reasons:
 - (1) Violating school policies or regulations
 - (2) Engaging in any illegal activities, including theft or skimming of intellectual property
 - (3) Cheating or attempting to gain an unfair advantage
 - (4) Behaving in a manner that disrupts the program or harms other participants
 - (5) Failing to adhere to Todd's Business Conduct Policy and supporting documents
- (b) Todd reserves the right to disqualify any participant at their discretion for actions deemed detrimental to the integrity of the program.

Sec 5. Miscellaneous

- (a) **Governing Laws.** The validity, interpretation, construction and performance of this letter, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of Delaware, without giving effect to principles of conflicts of law.
- (b) **Entire Agreement.** This letter sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.
- (c) **Counterparts.** This letter may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.
- (d) **Electronic Delivery.** Todd may, in its sole discretion, decide to deliver any documents or notices related to this Agreement or any other matter, including documents and/or notices by email or any other electronic means. You hereby consent to (i) conduct business electronically (ii) receive such documents and notices by such electronic delivery and (iii) sign documents electronically and agree to participate through an on-line or electronic system established and maintained by Todd or a third party designated by the Todd.

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Confidentiality and Intellectual Property Agreement

As a condition of my becoming employed by Todd Agriscience, Inc. and any of its current or future subsidiaries, affiliates, successors or assigns (together, "Todd", "our", "us", "we" or "company"), and in consideration of my employment with Todd, the receipt of Confidential Information (as defined below) while associated with Todd, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to the following:

ELIGIBILITY

This Confidentiality and Intellectual Property Agreement (this "Agreement") will apply to my current and past employment relationship with Todd. It also includes other entities formed for the benefit of, or controlled by, me, that has been designated an "Eligible Employee" by Todd, including artificial intelligence model communication history with remembering ability. I agree that this Agreement will also apply to such later employment or consulting relationship, unless Todd and I otherwise agree in writing.

APPLICABILITY TO PAST ACTIVITIES

Todd and I acknowledge that I may have performed work, activities, services or made efforts on behalf of or for the benefit of Todd, or related to the current or prospective business of Todd in anticipation of my involvement with Todd, that would have been within the scope of my duties under this agreement if performed during the term of this Agreement, for a period of time prior to the Effective Date of this Agreement (the "Prior Period"). Accordingly, if and to the extent that, during the Prior Period: (i) I received access to any information from or on behalf of Todd that would have been Confidential Information (as defined below) if I received access to such information during the term of this Agreement; or (ii) I (a) conceived, created, authored, invented, developed or reduced to practice any item (including any intellectual property rights with respect thereto) on behalf of or for the benefit of Todd, or related to the current or prospective business of Todd in anticipation of my involvement with Todd, that would have been an Invention (as defined below) if conceived, created, authored, invented, developed or reduced to practice during the term of this Agreement; or (b) incorporated into any such item any pre-existing invention, improvement, development, concept, discovery or other proprietary information that would have been a Prior Invention (as defined below) if incorporated into such item during the term of this Agreement; then any such information shall be deemed "Confidential Information" hereunder and any such item shall be deemed an "Invention" or "Prior Invention" hereunder, and this Agreement shall apply to such activities, information or item as if disclosed, conceived, created, authored, invented, developed or reduced to practice during the term of this Agreement.

PROTECTION OF INFORMATION

I understand that during the Relationship, Todd intends to provide me with certain information, including Confidential Information (as defined below), without which I would not be able to perform my duties to Todd. At all times during the term of the Relationship and thereafter, I shall hold in strictest confidence, and not use, except for the benefit of Todd to the extent necessary to perform my obligations to Todd under the Relationship, and not disclose to any person, firm, corporation or other entity, without written authorization from Todd in each instance, any Confidential Information that I obtain, access or create during the term of the Relationship, whether or not during working hours, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved. I shall not make copies of such Confidential Information except as authorized by Todd or in the ordinary course of my obligations to Todd under the Relationship. I believe that the public availability of such information could lead to unwarranted inferences about the activities of Todd and could put Todd at a competitive disadvantage.

CONFIDENTIAL INFORMATION

I understand that "Confidential Information" means any and all information and physical manifestations disclosed by Todd and thereof not generally known or available outside Todd and information and physical manifestations thereof entrusted to Todd in confidence by third parties, whether or not such information is confidential, proprietary, patentable, copyrightable or otherwise legally protectable, or that by its nature would reasonably be considered confidential or proprietary. Confidential Information includes, without limitation: (i) Todd Inventions (as defined below); and (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs (including the system architectures), algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and consultants of Todd (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, suppliers and clients (including, but not limited to, clients of Todd on whom I called or with whom I became acquainted during the Relationship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts,

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historical financial data, budgets or other business information disclosed to me by Todd either directly or indirectly, whether in writing, electronically, orally, or by observation.

THIRD PARTY INFORMATION

My agreements are intended to be for the benefit of Todd and any third party that has entrusted information or physical material to Todd in confidence. During the term of the Relationship and thereafter, I will not improperly use or disclose to Todd any confidential, proprietary or secret information of my former employer(s) or any other person, and I will not bring any such information onto Todd's property or place of business.

OTHER RIGHTS

This Agreement is intended to supplement, and not to supersede, any rights Todd may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

U.S. DEFEND TRADE SECRETS ACT

Notwithstanding the foregoing, the U.S. Defend Trade Secrets Act of 2016 ("DTSA") provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (iii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, DTSA provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

INVENTIONS RETAINED AND LICENSED

I have attached hereto, a complete list describing with particularity all Inventions (as defined below) that, as of the Effective Date: (i) have been created by or on behalf of me, and/or (ii) are owned exclusively by me or jointly by me with others or in which I have an interest, and that relate in any way to any of Todd's actual or proposed businesses, products, services, or research and development, and which are not assigned to Todd hereunder (collectively "Prior Inventions"); or, if no such list is attached, I represent and warrant that there are no such Inventions at the time of signing this Agreement, and to the extent such Inventions do exist and are not listed, I hereby irrevocably and forever waive any and all rights or claims of ownership to such Inventions. I understand that my listing of any Inventions does not constitute an acknowledgement by Todd of the existence or extent of such Inventions, nor of my ownership of such Inventions. I further understand that I must receive the formal approval of Todd before commencing my Relationship with Todd.

USE OR INCORPORATION OF INVENTIONS

If in the course of the Relationship, I use or incorporate into any of Todd's products, services, processes or machines any Invention not assigned to Todd pursuant to terms of this Agreement in which I have an interest, I will promptly so inform Todd in writing. Whether or not I give such notice, I hereby irrevocably grant to Todd a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Invention and to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute such Invention under all applicable intellectual property laws without restriction of any kind.

INVENTIONS

I understand that "Inventions" means discoveries, developments, concepts, designs, ideas, know how, modifications, improvements, derivative works, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. I understand 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. I understand that "Todd Inventions" means any and all Inventions that I may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of the Relationship or otherwise in connection with the Relationship, except as otherwise provided herein.

ASSIGNMENT OF INVENTIONS

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I will promptly make full written disclosure to Todd, will hold in trust for the sole right and benefit of Todd, and hereby assign to Todd, or its designee, all of my right, title and interest throughout the world in and to any and all Todd Inventions and all patent, copyright, trademark, trade secret and other intellectual property rights and other proprietary rights therein. I hereby waive and irrevocably quitclaim to Todd or its designee any and all claims, of any nature whatsoever, that I now have or may hereafter have for infringement of any and all Todd Inventions. I further acknowledge that all Todd Inventions that are made by me (solely or jointly with others) within the scope of and during the period of the Relationship are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by my salary. Any assignment of Todd Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "Moral Rights"). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law. If I have any rights to Todd Inventions, other than Moral Rights, that cannot be assigned to Todd, I hereby unconditionally and irrevocably grant to Todd during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, distribute, display, perform, prepare derivative works of and otherwise modify, make, have made, sell, offer to sell, import, practice methods, processes and procedures and otherwise use and exploit, such Todd Inventions.

MAINTENANCE OF RECORDS

I shall keep and maintain adequate and current written records of all Todd Inventions made or conceived by me (solely or jointly with others) during the term of the Relationship. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, or any other format. The records will be available to and remain the sole property of Todd at all times. I shall not remove such records from the Todd's place of business or systems except as expressly permitted by Todd policy which may, from time to time, be revised at the sole election of Todd for the purpose of furthering Todd's business. I shall deliver all such records (including any copies thereof) to Todd at the time of termination of the Relationship as provided for herein.

INTELLECTUAL PROPERTY RIGHTS

I shall assist Todd, or its designee, at its expense, in every proper way in securing Todd's, or its designee's, rights in Todd's Inventions and any copyrights, patents, trademarks, mask work rights, Moral Rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to Todd or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which Todd or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive and shall never assert such rights, and in order to assign and convey to Todd or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Todd Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. My obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue during and at all times after the end of the Relationship and until the expiration of the last such intellectual property right to expire in any country of the world. I hereby irrevocably designate and appoint Todd and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my 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, copyright, mask work and other registrations related to such Todd Inventions. This power of attorney is coupled with an interest and shall not be affected by my subsequent incapacity.

EXCEPTION TO ASSIGNMENTS

Subject to the requirements of applicable state law, if any, I understand that Todd Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to Todd do not apply to, any invention which qualifies fully for exclusion under the provisions of applicable state law, if any. In order to assist in the determination of which inventions qualify for such exclusion, I will advise Todd promptly in writing, during and for a period of twelve (12) months immediately following the termination of the Relationship, of all Inventions solely or jointly conceived or developed or reduced to practice by me during the period of the Relationship.

COMPANY PROPERTY: RETURNING COMPANY MATERIAL

I acknowledge that I have no expectation of privacy with respect to Todd's telecommunications, networking or information processing systems (including, without limitation, files, e-mail messages, and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored or reviewed at any time without notice. I further acknowledge that any property situated on Todd's premises or systems and owned by Todd, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Todd personnel at any time with or without notice. At the time of termination of the Relationship, I will deliver to Todd (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists,

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correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by me pursuant to the Relationship or otherwise belonging to Todd, its successors or assigns.

TERMINATION CERTIFICATION

In the event of the termination of the Relationship, I shall sign and deliver the "[Termination Certification](#)" attached hereto; however, my failure to sign and deliver the Termination Certification shall in no way diminish my continuing obligations under this Agreement.

NOTICE TO THIRD PARTIES

During the periods of time during which I am restricted in taking certain actions by the terms of Section 8 of this Agreement (the "[Restriction Period](#)"), I shall inform any entity or person with whom I may seek to enter into a business relationship (whether as an owner, employee, independent contractor or otherwise) of my contractual obligations under this Agreement. I acknowledge that the Company may, with or without prior notice to me and whether during or after the term of the Relationship, notify third parties of my agreements and obligations under this Agreement. Upon written request by the Company, I will respond to the Company in writing regarding the status of my employment or proposed employment with any party during the Restriction Period.

SOLICITATION OF EMPLOYEES, CONSULTANTS AND OTHER PARTIES

As described above, I acknowledge that Todd's Confidential Information includes information relating to Todd's employees, consultants, customers and others, and I will not use or disclose such Confidential Information except as authorized by Todd in advance in writing. I further agree as follows: (i) During the term of the Relationship, and for a period of twelve (12) months immediately following the termination of the Relationship for any reason, whether with or without cause, I shall not, directly or indirectly, solicit any of Todd's employees or consultants to terminate their relationship with Todd, or attempt to solicit employees or consultants of Todd, either for myself or for any other person or entity; and (ii) During the term of the Relationship, I will not influence any of Todd's clients, licensors, or licensees from purchasing Todd products or services or solicit or influence or attempt to influence any client, licensor, licensee or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of Todd.

AT-WILL RELATIONSHIP

I understand and acknowledge that, except as may be otherwise explicitly provided in a separate written agreement between Todd and me, my Relationship with Todd is and shall continue to be at-will, as defined under applicable law, meaning that either I or Todd may terminate the Relationship at any time for any reason or no reason, without further obligation or liability, other than those provisions of this Agreement that explicitly continue in effect after the termination of the Relationship.

FACILITATION OF AGREEMENT

I shall execute promptly, both during and after the end of the Relationship, any proper oath, and to verify any proper document, required to carry out the terms of this Agreement, upon Todd's written request to do so.

NO CONFLICTS

I represent and warrant that my performance of all the terms of this Agreement does not and will not breach any agreement I have entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by me in confidence or in trust prior to or during the Relationship. I will not disclose to Todd or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. I will not induce Todd to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party. I represent and warrant that I have listed on the Signature Page all agreements (e.g., non-competition agreements, non-solicitation of client agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.), if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with Todd or my ability to recruit or engage clients or service providers on behalf of Todd, or otherwise relate to or restrict my ability to perform my duties for Todd or any obligation I may have to Todd. I shall not enter into any written or oral agreement that conflicts with the provisions of this Agreement.

NON-COMPETE

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This Agreement is not a non-compete agreement and does not restrict you from seeking or accepting employment with a competitor. Your ability to work for a competitor is subject to your strict and ongoing adherence to this Agreement.

VOLUNTARY EXECUTION

I certify and acknowledge that I have carefully read all of the provisions of this Agreement, that I understand and have voluntarily accepted such provisions, and that I will fully and faithfully comply with such provisions.

ELECTRONIC DELIVERY

Nothing herein is intended to imply a right to participate in any of Todd's equity incentive plans, however, if I do participate in such plan(s), Todd may, in its sole discretion, decide to deliver any documents related to my participation in Todd's equity incentive plan(s) by electronic means or to request my consent to participate in such plan(s) by electronic means. I hereby consent to receive such documents by electronic delivery and agree, if applicable, to participate in such plan(s) through an online or electronic system established and maintained by Todd or a third party designated by Todd.

GOVERNING LAW

The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of Delaware without giving effect to principles of conflicts of law.

ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between Todd and me relating to its subject matter and merges all prior discussions between us. No amendment to this Agreement will be effective unless in writing signed by both parties to this Agreement. Todd shall not be deemed hereby to have waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of Todd, it being understood that, even if I am an officer of Todd, I will not have authority to give any such authorizations or waivers for Todd under this Agreement without specific approval by the Board of Directors. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

SUCCESSORS AND ASSIGNS

This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of Todd, its successors, and its assigns.

NOTICES

Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

SEVERABILITY

If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected. Todd and I have attempted to limit my right to use, maintain and disclose Todd's Confidential Information, and to limit my right to solicit employees and customers only to the extent necessary to protect Todd from unfair competition. Should a court of competent jurisdiction determine that the scope of the covenants contained exceeds the maximum restrictiveness such court deems reasonable and enforceable, the parties intend that the court should reform, modify and enforce the provision to such narrower scope as it determines to be reasonable and enforceable under the circumstances existing at that time.

REMEDIES

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I acknowledge that violation of this Agreement by me may cause Todd irreparable harm, and therefore I agree that Todd will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security (or, where such a bond or security is required, that a \$1,000 bond will be adequate), in addition to and without prejudice to any other rights or remedies that Todd may have for a breach of this Agreement.

ADVICE OF COUNSEL

I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile or scanned copy will have the same force and effect as execution of an original, and a facsimile or scanned signature will be deemed an original and valid signature.

MISCELLANEOUS

Headings and captions throughout this Agreement are for convenience only and should not be considered part of this Agreement. The word "including" means "including without limitation".

Approved by the relevant Board of Directors / Members covering 31 December 2026 Financial Year.

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Important Information for CA, WA, IL, KA and MN Residents:

CALIFORNIA RESIDENTS:

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

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

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

WASHINGTON RESIDENTS:

(1) A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.

(2) An employer shall not require a provision made void and unenforceable by subsection (1) of this section as a condition of employment or continuing employment.

(3) If an employment agreement entered into after September 1, 1979, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

ILLINOIS RESIDENTS:

(1) A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this State and is to that extent void and unenforceable. The employee shall bear the burden of proof in establishing that his invention qualifies under this subsection.

(2) An employer shall not require a provision made void and unenforceable by subsection (1) of this Section as a condition of employment or continuing employment. This Act shall not preempt existing common law applicable to any shop rights of employers with respect to employees who have not signed an employment agreement.

(3) If an employment agreement entered into after January 1, 1984, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

KANSAS RESIDENTS:

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer shall not apply to an invention for which no equipment, supplies, facilities or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless:

(1) The invention relates to the business of the employer or to the employer's actual or demonstrably anticipated research or development; or

(2) the invention results from any work performed by the employee for the employer.

(b) Any provision in an employment agreement which purports to apply to an invention which it is prohibited from applying to under subsection (a), is to that extent against the public policy of this state and is to that extent void and unenforceable. No employer shall require a provision made void and unenforceable by this section as a condition of employment or continuing employment.

(c) If an employment agreement contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer shall provide, at the time the agreement is made, a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless:

(1) The invention relates directly to the business of the employer or to the employer's actual or demonstrably anticipated research or development; or

(2) the invention results from any work performed by the employee for the employer.

(d) Even though the employee meets the burden of proving the conditions specified in this section, the employee shall disclose, at the time of employment or thereafter, all inventions being developed by the employee, for the purpose of determining employer and employee rights in an invention.

MINNISOTA RESIDENTS:

Subdivision 1. Inventions not related to employment. Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer shall not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (1) which does not relate (a) directly to the business of the employer or (b) to the employer's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.

Subd. 2. Effect of subdivision 1. No employer shall require a provision made void and unenforceable by subdivision 1 as a condition of employment or continuing employment.

Subd. 3. Notice to employee. If an employment agreement entered into after August 1, 1977 contains a provision requiring the employee to assign or offer to assign any of the employee's rights in any invention to an employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (1) which does not relate (a) directly to the business of the employer or (b) to the employer's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the employee for the employer.

Intentionally Left Blank

List of Prior Inventions and Original Works of Authorship Excluded Under This Agreement

The following is a list of all Inventions that, as of the Effective Date: (a) have been created by me or on my behalf, and/or (b) are owned exclusively by me or jointly by me with others or in which I have an interest, and that relate in any way to any of Todd's actual or proposed businesses, products, services, or research and development, and which are not assigned to Todd hereunder:

1:

2:

3:

Conflicting Agreements Disclosed Under This Agreement

The following is a list of all agreements, if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with Todd or my ability to recruit or engage clients or service providers on behalf of Todd, or otherwise relate or restrict my ability to perform my duties for Todd or any obligation I may have to Todd:

1:

2:

3:

Except as indicated above, I have no inventions, improvements or original works to disclose pursuant to this Agreement and no agreements to disclose pursuant to this Agreement.

By signing below, I acknowledge, understand, and agree to the terms of this Confidentiality and Intellectual Property Agreement; I will use Confidential Information only as required to perform my duties for Todd and not for my personal benefit or for the benefit of any other individual or entity.

IN WITNESS WHEREOF, Todd Agriscience, Inc. and I have executed this Confidentiality and Intellectual Property Agreement as of the Effective Date first written below.

Effective Date: _____

Full Name of Employee: _____

Employee Signature: _____

Employer Signature: /s/ Vincent Todd

To exercise your acceptance, do the following:

1) Fill out, sign and send back this page electronically to: hr.us@toddagriscience.com. Please put "IP Agreement Acceptance" in the Subject Line. You must email from your registered email address.

TODD

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