

## CONFIDENTIALITY, ASSIGNMENT OF INVENTIONS AND NON-COMPETITION AGREEMENT

THIS CONFIDENTIALITY, ASSIGNMENT OF INVENTIONS, AND NON-COMPETITION AGREEMENT (this “Agreement”) is effective as of the Effective Date (as defined in Section 1.d., below), by and between [COMPANY NAME], an Iowa [REDACTED], located at the business address of [ADDRESS] (the “Company”), and [EMPLOYEE NAME] (“Employee”).

### RECITALS

WHEREAS, the Company and Employee contemplate employment of Employee with the Company; and

WHEREAS, the execution by Employee of this Agreement is a condition of the employment of Employee.

### TERMS

NOW THEREFORE, the Parties agree as follows:

1. Definitions. In addition to the terms the terms defined elsewhere in this Agreement, the following capitalized terms shall have the following meanings:

- a. The “Company” means [COMPANY NAME], an Iowa [REDACTED], any of its successors and assigns, and any of its current or future parents, subsidiaries, affiliates or organizations, whether or not controlled by, controlling, or under common control with it.
- b. “Customers” means the customers, clients, suppliers, or strategic partners of the Company.

c. “Confidential Information” means the Company’s technical and non-technical, proprietary, confidential, and other commercially valuable information that is designated as confidential by Company, or that is not generally known in the relevant trade or industry with respect to the business of the Company, products, processes, services, concepts, techniques, methods, or systems, or that is conceived, originated, discovered, known, or developed in whole or in part by Employee through Employee’s employment or Services with respect to Company. Confidential Information, the existence and non-disclosure of which is vital to the success of the Company, includes, without limitation: (i) programs, computer programs, formulas, system documentation, source and/or object codes, data compilations, manuals, methods, techniques, processes patent applications, or patented and/or unpatented technology utilized or developed by or for the Company; (ii) research, know-how, development, designs, devices, or Inventions; (iii) Customer information and identities or lists of Customers or prospective Customers; (iv) contracts, transactions or negotiations with Customers or suppliers; (v) sales information, sales bids or proposals, methods of sales, pricing policies, or cost information; (vi) marketing information or marketing plans, research and data; (vii) the Company’s products or services anticipated or under development; (viii) “trade secrets” within the meaning of the Uniform Trade Secrets Act, or other applicable trade secrets law; and (ix) any other information that Company uses in carrying out its business and is not fully known by actual or potential competitors or other Persons through public or other authorized disclosure made by Company, including, without limitation, information about Customers, the requirements or specialized requests of Customers; sales or marketing strategies; cost information and costing policies or strategies; financial information or data; business information, plans or strategies; organizational charts, information and data; flow charts and related information; products and services; the Company’s employees, operations, sources of supply, business methods or practices, training and training programs, and any documentation relating to any of the foregoing.

d. The “Effective Date” means the earlier to occur of (i) the date that Employee signs this Agreement as indicated below on the signature page, or (ii) Employee’s initial date of employment with Company.

e. “Excluded Inventions” means the following categories:  
**[IDENTIFY ANY EXCLUSIONS].**

f. “Inventions” means, other than Excluded Inventions, all discoveries, concepts, ideas, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works, and trade secrets that Employee has previously made, or makes, or conceives or first reduces to practice or creates, either alone or jointly with others, during

the period of the Effective Date and ending on the two-year anniversary of the Termination Date, whether or not in the course of Employee's employment, and whether or not such Inventions are patentable, copyrightable, or protectible as trade secrets or otherwise.

g. "Moral Rights" mean any rights to claim authorship of an Invention, to object to or prevent the modification of any Invention, or to withdraw from circulation or control the publication or distribution of any Invention, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

h. The "Parties" means the Company and Employee.

i. "Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or other entity.

j. "Services" means the services provided to the Company by Employee regardless of kind, manner or type.

k. "Termination Date" means the last day Employee is employed by or providing Services for the Company following the Effective Date, whether the separation is voluntary or involuntary, with or without cause, or with or without advance notice.

2. Not a Contract of Employment; Employment "At Will." Employee understands and acknowledges that this Agreement is not a contract of employment and that it does not obligate the Company to employ Employee for any stated period of time. Employee further understands and acknowledges that Employee is an "employee at will" of the Company, which means that Employee's employment can be terminated by the Company or Employee at any time, for any reason or for no reason, voluntary or involuntary, with or without cause, advance notice, formality or procedure.

3. Notification. Employee hereby authorizes the Company or its designated representative or counsel, to notify Employee's actual or future employers or any governmental agency or authority of any terms of this Agreement and Employee's responsibilities or obligations hereunder.

4. Confidential Information; Employee Access and Use. Employee understands that the business of the Company involves valuable, technical and non-

technical, Confidential Information of various kinds. Employee further understands that Employee's employment by the Company creates a relationship of confidence and trust with respect to any Confidential Information. Employee will: (i) access and utilize only such Confidential Information as is reasonably necessary to perform Employee's job functions on behalf of the Company; (ii) allow access to Confidential Information under Employee's control to only those co-employees whose job functions for the Company reasonably necessitate access to such Confidential Information; and (iii) safeguard all Confidential Information accessed to utilized by Employee to prevent unauthorized and unnecessary access to such Confidential Information by others. Employee will exercise the highest degree of care in safeguarding this Confidential Information against any loss, theft, inadvertent disclosure, or misappropriation.

5. Confidentiality and Nondisclosure. Employee will utilize Confidential Information only to the extent necessary to perform Employee's duties as an employee of the Company for the benefit of the Company. At all times, both during Employee's employment and after its termination, Employee will keep and hold all Confidential Information in strict confidence and trust. Employee will not use or disclose any Confidential Information of the Company to any Person not then employed with the Company. Employee understands that if the Company authorizes or directs Employee to disclose Confidential Information to any third party, Employee must ensure that a Company-approved and signed confidentiality or nondisclosure agreement is or has been obtained from the third party to whom Confidential Information is being disclosed, and that all Confidential Information so disclosed is clearly marked and treated as "confidential." Employee will not use or disclose any information the Company received from other Persons that the Company is obligated to treat as confidential or proprietary, without the prior written consent of the Company. Employee will not disclose any Confidential Information under a fictitious, no-name or anonymous basis to any Person, or through Employee's access or use, directly or indirectly, of any Internet or Web site, posting, message board, chat room, or similar communication system.

6. Return of Information and Property. Upon termination of Employee's employment or at any time upon request of the Company, Employee will promptly deliver to the Company all documents and materials of any nature, and any copies thereof, pertaining to Employee's work for the Company, or relating to the Company or Confidential Information or any other business information, including, but not necessarily limited to, correspondence, drawings, blueprints, manuals, letters, notes, lists, notebooks, reports, flow charts, computer programs, proposals, sales documents, planners, calendars, schedules, discs, data tapes, financial plans and information, business plans, and other documents and records, whether in hard copy, magnetic media or otherwise, and any and all copies thereof. Employee will not keep or take with Employee after Employee's employment any documents or materials or

copies thereof containing any Confidential Information. Upon termination of Employee's employment or at any time upon request of the Company, Employee will promptly return all other Company property.

7. No Breach of Prior Agreement; Indemnification. Employee represents and warrants that Employee's performance of all the terms of this Agreement and Employee's duties as an employee of the Company do not violate any agreement or obligation Employee may have to any other Person, and that Employee is in all respects duly qualified and eligible to work for the Company. Employee also represents that Employee is not subject to any invention assignment, proprietary information, confidentiality, nonsolicitation, noncompetition or similar agreement with any former employer or other Person, except as has been fully disclosed in advance and in writing by Employee to the Company. Employee represents and warrants that Employee has not and will not bring with Employee to the Company or use in the performance of Employee's duties for the Company or in connection with Employee's employment by the Company any documents or materials or intangibles belonging to another Person, third party, or a former employer (other than the Company), that are not generally available to the public or have not been legally transferred to the Company, unless consented to in writing by such Person, third party, or former employer. If any legal or administrative action is commenced against Employee, the Company, or both of us, arising out of Employee's prior employment by another employer or Employee's wrongful action or violation of any of the representations and warranties set forth in this Section 7, Employee agrees to indemnify and hold harmless the Company for all damages, costs and expenses, including reasonable attorney fees, which the Company may have to pay in connection with such legal or administrative action.

8. Disclosure of Inventions. With respect to Inventions made or conceived by Employee, whether or not during Employee's hours of employment or with the use of the Company's facilities, materials, or personnel, either solely or jointly with another or others, without royalty or other consideration to Employee therefore, Employee will inform the Company in confidence, promptly and fully of such Invention by a written report setting forth in detail the procedures employed and the results achieved. Employee will submit a proper and full report to the Company upon completion of any and all studies or research projects undertaken on the Company's behalf, whether or not a given project has, in Employee's opinion, resulted in an Invention, and whether or not such Invention is patentable, copyrightable or protectible as a trade secret.

9. Assignment of Inventions. Employee hereby irrevocably assigns and agrees to assign exclusively to the Company all Inventions owned by Employee as of the Effective Date, and all interests in any Inventions held by Employee as of the

Effective Date. Further, Employee acknowledges and agrees all Inventions that Employee solely or jointly may conceive, develop, or reduce to practice or cause to be conceived, developed or reduced to practice after the Effective Date are and will be the sole and exclusive property of the Company, and Employee hereby irrevocably assigns and agrees to assign exclusively to the Company all such Inventions.

10. Works Made For Hire. Employee acknowledges and agrees that any creative or copyrightable works prepared or originated by Employee for the Company or done within the scope of Employee's employment with the Company are "works made for hire" under the Copyright Act, and that Company will be considered the author and owner of such copyrightable works.

11. Assignment of Other Rights. In addition to the foregoing, Employee hereby irrevocably transfers and assigns and agrees to transfer and assign to the Company; (a) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Invention or works made for hire; and (b) any and all Moral Rights that Employee may have in or with respect to any Invention or works made for hire. Employee also hereby forever waives and agrees never to assert any and all Moral Rights Employee may have in or with respect to any Invention or works made for hire, even after termination of Employee's employment with the Company.

12. Assistance. Employee agrees to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Inventions in any and all countries. Employee will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. Employee's obligations under this paragraph will continue beyond the termination of Employee's employment with the Company; provided, however, the Company will reimburse Employee for reasonable out-of-pocket expenses actually spent by Employee at the Company's request with respect to providing such assistance after Employee's employment. Employee hereby appoints the Company's Secretary or designee as Employee's attorney-in-fact to execute any documents on Employee's behalf for the purpose of providing any assistance anticipated under this Section 13.

13. Covenant of Customer Non-Solicitation. While employed by the Company, and for a period of two years from the Termination Date, Employee will not (either on Employee's own behalf or on behalf of any other Person) directly or indirectly, personally or through others solicit, divert, take away, or attempt to solicit, divert or take away, any of the Company's Customers or the business or patronage of any such



Customers.

14. Covenant Not To Solicit Employees. While employed by the Company, and for a period of two years from the Termination Date, Employee will not (either on Employee's own behalf or on behalf of any other Person) directly or indirectly, personally or through others employ, solicit or recruit for employment, or advise or recommend to any other Person that they employ, solicit or recruit for employment, any Person who is or was at any time during the two-year period prior to the Termination Date an employee of the Company.

15. Covenant Not To Compete. While employed by the Company, and for a period of two years from the Termination Date, Employee will not (either on Employee's own behalf or on behalf of any other Person) perform Services for any Person providing or offering goods or services identical to or reasonably substitutable for the business of the Company. Employee agrees and acknowledges that the business of the Company is worldwide, and that it is therefore fair and equitable not to apply any geographical limit to the foregoing covenant not to compete.

16. Acknowledgement. Employee hereby acknowledges that (a) the foregoing covenants in Sections 13, 14 and 15 are unique, substantial, and immeasurable value to the Company; (b) such covenants are reasonably limited in scope to protect the Company's legitimate business interests, including its property, Confidential Information and business relationships, good will, economic advantage, and Customer relationships; (c) all of Employee's agreements, covenants and undertakings in this Agreement will not preclude Employee from becoming gainfully employed following termination of Employee's employment with the Company; and (d) it is intended and expected that the Services Employee provides to the Company are special and unique.

17. Extension Of Covenants. Employee understands and agrees that, if Employee violates any one or more of the foregoing covenants under Sections 13, 14 and 15, the running or duration of the term of each covenant so violated will be automatically tolled or extended during the period(s) of any such violation and the pendency of any litigation or other enforcement action arising out of any such violation.

18. Irreparable Harm; Injunctive Relief. Employee understands and agrees that a breach or threatened breach of Employee's obligations under this Agreement will result in great, irreparable, and continuing harm to the Company for which there is no adequate remedy at law. Employee further understands and agrees that if Employee breaches or threatens to breach this Agreement, the Company will be entitled to seek, from any court of competent jurisdiction, temporary, preliminary, and

permanent injunctive relief to enforce the terms of this Agreement, in addition to any and all monetary damages allowed by law, against Employee.

19. Judicial Modification. The Parties have attempted by this Agreement to limit the ability to compete only to the extent necessary to protect the Company's legitimate business interests and to protect the Company from unfair business practices and/or unfair competition, including without limitation, unauthorized disclosure of Confidential Information, misappropriation of trade secrets, loss of Customers or good will, interference, and the raiding or loss of the Company's employees. The Parties recognize, however, that reasonable persons may differ in making such a determination under the circumstances as may be presented from time-to-time. Consequently, the Parties agree that, if any covenant under this Agreement is in any way adjudged by a court of competent jurisdiction to be invalid or unenforceable, as to scope, territory or otherwise, a court or other trier of fact may modify and enforce the covenant to the extent that it believes to be reasonable and fair under the circumstances existing at that time, and as necessary to protect the Company's legitimate business interests.

20. Attorney Fees. If court proceedings are required to enforce any provision or to remedy any breach of this Agreement, the prevailing party on such claim will be entitled to an award of reasonable expenses from the nonprevailing party (including, without limitation, reasonable attorneys' fees, litigation costs, court costs, experts' fees and amounts paid in investigation, defense or settlement of any claims, and whether or not such expenses are incurred at the trial, appellate or administrative levels, or upon any other petition for review).

21. Miscellaneous.

a. Survival. Employee understands that this Agreement will be effective as of the Effective Date, and that the terms of this Agreement and Employee's obligations hereunder will remain in full force and effect not only during Employee's employment with Company, but also after the termination of such employment for any reason (including, but not limited to, all of the post-employment obligations stated in Sections 6 through 9, and 12 through 14).

b. Amendment. This Agreement cannot be amended, except by a written agreement or instrument executed by both Employee and an officer of the Company that specifically references this Agreement.

c. Waiver. Failure of the Company to exercise or otherwise act with respect to any rights under this Agreement will not constitute or be construed as a



waiver of any breach, nor prevent the Company from thereafter enforcing strict compliance with any and all terms of this Agreement.

d. Severability. If any part of this Agreement is adjudicated to be invalid or unenforceable, then such part will be deemed deleted from this Agreement or amended, as the case may be, in order to render the remainder of this Agreement valid and enforceable.

e. Governing Law. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of Illinois, without regard to application of its conflict of laws rules.

f. Consent To Jurisdiction and Venue. Employee hereby irrevocably consents and submits to the exclusive jurisdiction of, and venue in, the state courts of the State of Illinois and the Federal Courts in the Northern District of Illinois with respect to any actions or causes of action arising under this Agreement.

g. Assignment. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any rights and obligations under this Agreement, except with the prior written consent of the Company.

h. Agreement Binding. This Agreement will be binding upon Employee's signature, and will inure to the benefit of the Company, the Company's successors and assigns, and Employee and Employee's heirs, executors, administrators, personal representatives, and other legal representatives, and the Other Investors. Employee specifically understands and agrees that the covenants under Sections 14, 15 and 16 shall be enforceable by the Company and Company's assigns.

i. Titles And Headings. The titles, captions, and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically state, all references herein to "sections" and "exhibits" will mean "sections" and "exhibits" to this Agreement.

j. Further Assurances. The Parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

k. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties concerning the subject matter of this

Agreement, and supersedes all prior or contemporaneous understandings, agreements or representations, whether oral or written, between or among the parties, except any other confidentiality agreement entered into with the Company prior to Employee's employment.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR CONFIDENTIALITY, ASSIGNMENT OF INVENTIONS AND  
NON-COMPETITION AGREEMENT]

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT,  
Employee and the Company have executed this Agreement as of the date shown  
below.

EMPLOYEE:

[COMPANY NAME]

\_\_\_\_\_  
[EMPLOYEE NAME]

By: \_\_\_\_\_  
Its \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_