**EXCLUSIVITY, CONFIDENTIALITY AND ASSIGNMENT OF**

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WORK PRODUCT AGREEMENT

This Exclusivity, Confidentiality and Assignment of Work Product Agreement (the “Agreement”) is effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Company"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [EMPLOYEE NAME]** (the "Employee"), an individual with his main address located:

 [COMPLETE ADDRESS]

The undersigned, [EMPLOYEE NAME], as Employee of [YOUR COMPANY NAME], expressly agrees to comply with all of the commitments set out below:

# LOYALTY

## The Employee agrees to use all of his best efforts and diligence in the performance of his duties; he furthermore agrees to promote the interests loyally, and to devote all of his time and energy to the exclusive service, of [YOUR COMPANY NAME], unless he should obtain the prior written authorisation thereof.

# CONFIDENTIALITY

## The Employee acknowledges that, throughout the term of his employment with [YOUR COMPANY NAME], he may, by reason of such employment and his duties, have access to certain confidential information specifically relating to the operation and activities of [YOUR COMPANY NAME], its clients, other employees, management, finances, transactions, marketing of products and services offered by [YOUR COMPANY NAME] or, generally, to the business thereof.

## Consequently, the Employee agrees, throughout the term of his employment and at all times following the termination thereof for any reason whatsoever, to neither disclose, use, communicate, reveal nor make available to any person whomsoever in any manner whatsoever, any Confidential Information produced or held by [YOUR COMPANY NAME], its suppliers or clients unless it is in the performance of his work with, and to the exclusive benefit of, [YOUR COMPANY NAME].

## If the employee is required by applicable law, stock exchange regulations or court order to disclose any Confidential Information, he shall first notify [YOUR COMPANY NAME] in writing sufficiently in advance so as to provide [YOUR COMPANY NAME] with reasonable opportunity to seek to prevent such disclosure or to seek to obtain a protective order for such Confidential Information.

## Without limiting the generality of the foregoing, any information relating to any secret, invention, license, manufacturing process, know-how, supply source, sales condition of a supplier, components of a product, technique, production and marketing method, price list, client list, discount policy and detail respecting the specific needs of [YOUR COMPANY NAME] clients shall be deemed "Confidential Information".

# OWNERSHIP OF CREATIONS

## The Employee hereby assigns to [YOUR COMPANY NAME], which accepts, without restriction as to territory, duration or otherwise, any right which is or may be granted to him or acknowledged as his pursuant to any [COUNTRY] or foreign legislation regarding patents, copyrights, trademarks, industrial designs, integrated circuitry topography, protection of know-how, trade secrets, or confidential information, and any other provision of a statute, principle under the laws of [COUNTRY] respecting intellectual property, whether or not such rights are registered, including the right to obtain any protection afforded by law by filing an application for registration or

## Otherwise, with respect to any of the foregoing rights (the “Intellectual Property Rights”) with respect to any work (including computer software), invention, trade-mark, industrial design, integrated circuit topography, know-how, trade secret, confidential information or other matter that is or may be protected by an Intellectual Property Right (“Intellectual Property”) directly or indirectly developed, carried out or improved by the Employee, either alone or with another person, throughout the term of his employment with [YOUR COMPANY NAME], whether or not during regular business hours, on the work premises or using the property or services of [YOUR COMPANY NAME], and whether such Intellectual Property Rights relating to any product, service, method, or procedure used or operated, or the use or

## Operation of which is contemplated by [YOUR COMPANY NAME] or its subsidiaries, as part of the operations and activities of [YOUR COMPANY NAME] or its subsidiaries. To the extent that the employee holds any Intellectual Property Rights with respect to any of the Intellectual Property described above, he hereby assigns to [YOUR COMPANY NAME], which accepts, all such Intellectual Property Rights without restriction as to territory, duration or otherwise.

## Moreover, the Employee waives all of his moral rights with respect to any work protected by copyright in favour of [YOUR COMPANY NAME] and any third party authorised by [YOUR COMPANY NAME] to use such work.

## The Employee undertakes to immediately notify [YOUR COMPANY NAME] of any Intellectual Property he may develop, carry out or improve and, upon request by [YOUR COMPANY NAME] to that effect, undertakes to cooperate, diligently and in good faith, with any patent agent or other professional [YOUR COMPANY NAME] may designate for the purposes of identifying said Intellectual Property Rights and, as the case may be, to take any action and prepare or execute any document [YOUR COMPANY NAME] may deem necessary or useful to ensure that [YOUR COMPANY NAME] may obtain, protect or exercise Intellectual Property Rights relating thereto, or to acknowledge or give full effect to this Agreement; to that end, the Employee appoints [YOUR COMPANY NAME] as his exclusive and irrevocable agent to execute, on his behalf, any document the purpose of which is to acknowledge or give full effect to such assignment, including as part, or for the purposes, of any application to obtain, amend or maintain a patent.

## The Employee acknowledges that any Intellectual Property constitutes confidential information belonging to [YOUR COMPANY NAME], subject to Section 2 hereof.

## The Employee undertakes, throughout the term of his employment with [YOUR COMPANY NAME], to neither develop, carry out, nor improve, for his own benefit or that of a third party, either alone, jointly or in collaboration with a third party, whether during regular working hours, on the work premises or using the property or services of [YOUR COMPANY NAME], any Intellectual Property regarding any product, service, method or procedure used or operated, or the use or operation of which is contemplated by [YOUR COMPANY NAME] or its subsidiaries, as part of the operations or activities of [YOUR COMPANY NAME] or its subsidiaries.

# SEVERABILITY

## Should any section, phrase, paragraph or part of this Agreement be deemed unenforceable for any reason by any court of competent jurisdiction; such decision shall neither amend the remainder of this Agreement nor render it void.

# GOVERNING LAW

## This Agreement shall be governed and interpreted in accordance with the legislation in effect in the territory of the [Country] of [COUNTRY] and with any law of [COUNTRY] applicable therein.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

# COMPANY EMPLOYEE

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title