



NONDISCLOSURE & CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made effective by and between Laird Technologies, Inc., its parent, subsidiaries, and affiliates (collectively hereinafter "Company") and (hereinafter "Employee").

WITNESSETH:

WHEREAS, Company has invested substantial time, effort and money in the development of its trade secrets, business methods and procedures, and other confidential and proprietary information which has enabled Company to compete successfully in its business, and the disclosure of such information would be greatly damaging to Company and the continued success of its business; and

WHEREAS, during the course of Employee's employment, Company will disclose to Employee knowledge concerning its trade secrets, business methods and procedures, and other specific confidential and proprietary information, all of which constitute the property of Company.

NOW, THEREFORE, consistent with the above Recitals which are hereby incorporated in this Agreement by this reference, and in consideration of Employee's employment by Company and the continuation thereof, and to induce Company to employ Employee, continue Employee's employment, and to allow Employee access to and use of its confidential and proprietary information, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and Employee agree as follows:

1. **Nondisclosure of Confidential Information.**

a. *Access.* Employee acknowledges that employment with Company necessarily involves exposure to, familiarity with, and opportunity to learn highly sensitive, confidential and proprietary information of Company, which may include, without limitation, information about Company's products and services, customers and prospective customers, the buying patterns and needs of customers and prospective customers, vendors and suppliers, investment products, pricing, costing systems, billing and collection procedures, proprietary software and the source code thereof, financial and accounting data, personnel and compensation, data processing and communications, technical data, marketing strategies, business plans, mergers and acquisitions, research and development of new or improved products and services, manufacturing information and processes, and general know-how regarding the business of Company and its products and services (collectively referred to herein as "Confidential Information").

b. *Valuable Asset.* Employee further acknowledges that the Confidential Information is a valuable, special and unique asset of Company, such that the unauthorized disclosure or use by Employee or persons or entities outside Company would cause irreparable damage to the business of Company. Accordingly, Employee agrees that, during and after Employee's employment with Company, Employee shall not directly or indirectly disclose to any person or entity or use for any purpose or permit the exploitation, copying or summarizing of any Confidential Information of Company, except as specifically required in the proper performance of Employee's duties for Company.

c. *Confidential Relationship.* Company considers much of its Confidential Information to constitute “Trade Secrets,” which have independent value, provide Company with a competitive advantage over its competitors who do not know the Trade Secrets, and are protected from unauthorized disclosure under applicable law. However, whether or not the Confidential Information constitutes Trade Secrets, Employee acknowledges and agrees that the Confidential Information is protected from unauthorized disclosure or use due to Employee’s covenants under this Agreement and Employee’s fiduciary duties as an employee of Company.

d. *Duties.* Employee acknowledges that Company has instituted, and will continue to institute, update, and amend, policies and procedures designed to protect the confidentiality and security of Company’s Confidential Information, including, but not limited to, policies and procedures designed by Company to protect the status of Company’s Trade Secrets. Employee agrees to take all appropriate action, whether by instruction, agreement or otherwise, to ensure the protection, confidentiality and security of Company’s Confidential Information, to protect the status of Company’s Trade Secrets, and to satisfy Employee’s obligations under this Agreement.

e. *Return of Documents.* Employee acknowledges and agrees that the Confidential Information is and at all times shall remain the sole and exclusive property of Company. Upon the termination of Employee’s employment with Company or upon request by Company at any time, Employee will promptly return to Company in good condition all documents, data and records of any kind, whether in hard copy or electronic form, which contain any Confidential Information or which were prepared based on Confidential Information, including any and all copies thereof, as well as all materials furnished to or acquired by Employee during the course of Employee’s employment with Company.

2. **Development of Intellectual Property.**

a. *Definition of Intellectual Property.* As used herein, the term “Intellectual Property” shall include, without limitation, any inventions, technological innovations, discoveries, designs, formulas, know-how, processes, business methods, patents, trademarks, service marks, copyrights, computer software, ideas, creations, writings, lectures, illustrations, photographs, motion pictures, scientific and mathematical models, improvements to all such property, and all recorded material defining, describing or illustrating all such property, whether in hard copy or electronic form.

b. *Company’s Rights in Intellectual Property.* Employee agrees that all right, title and interest of every kind and nature, whether now known or unknown, in and to any Intellectual Property invented, created, written, developed, conceived or produced by Employee during Employee’s employment with Company (i) whether using Company’s equipment, supplies, facilities and/or Confidential Information, (ii) whether alone or jointly with others, (iii) whether or not contemplated by the terms of Employee’s employment, and (iv) whether or not during normal working hours, that are within the scope of Company’s actual or anticipated business operations or that relate to any of Company’s actual or anticipated products or services shall be the exclusive property of Company.

c. *Employee’s Obligations.* Employee agrees to take all reasonably necessary actions to enable Company to obtain, register, perfect and/or otherwise protect its rights in the Intellectual Property in the United States and all foreign countries. Without limiting the generality of the foregoing, Employee hereby consents and agrees to: a) promptly and fully disclose to Company any and all Intellectual Property; b) assign to Company all rights to such Intellectual Property without limitation or royalty; and c) execute all documents necessary for Company to obtain, register, perfect, or otherwise protect its rights in the Intellectual Property. Consideration for Employee’s assignment to Company is hereby acknowledged. In the event Company is unable, after reasonable effort, to secure Employee’s signature on any documents

necessary to effectuate this provision, Employee hereby irrevocably designates and appoints Company as its agent and attorney-in-fact, to act for and on Employee's behalf, and to execute any such documents and to do all other lawfully permitted acts to further the protection of such Intellectual Property with the same legal force and effect as if executed by Employee. Employee further agrees to assist Company in connection with any demands, reissues, oppositions, litigation, controversy or other actions involving any item of Intellectual Property. Employee agrees to undertake the foregoing obligations both during and after Employee's employment with Company, without charge, but at Company's expense with respect to Employee's reasonable out-of-pocket costs. Employee further agrees that Company may, in its sole discretion, deem such Intellectual Property as a Trade Secret, in which case Employee will comply with the Confidential Information provisions in this Agreement.

3. **No Other Employment.** During the term of Employee's employment with Company, Employee shall devote all of Employee's working time, attention, knowledge and skills to the business and interests of Company, unless otherwise approved in advance by Company.

4. **Confidential Information of/with Competitors.** Company does not want to receive and does not want Employee to utilize any confidential or proprietary information belonging to Employee's former employer(s) or other third parties. Company expects Employee to comply with Employee's obligations to third parties relating to such information. To that end, all dealings with all Competitors are to be guarded so that we aim to succeed through honest differentiation against our competitors and never engage in inappropriate behaviors with any competitor of the Company, including, but not limited to, agreeing actions or prices with such competitors. Such behaviors contradict our codes and the laws in which we comply.

5. **Enforcement.** Employee acknowledges and agrees that, by reason of the sensitive nature of the Confidential Information, Intellectual Property and Trade Secrets of Company referred to in this Agreement, a breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there may not be an adequate remedy at law. As such, Employee acknowledges and agrees that, in addition to the recovery of damages and other legal relief to which Company may be entitled in the event of Employee's violation of this Agreement, Company shall also be entitled to equitable relief, including such injunctive relief as may be necessary to protect the interests of Company in such Confidential Information, Intellectual Property and Trade Secrets as may be necessary to specifically enforce this Agreement.

6. **Severability.** Employee and Company intend and agree that if a court of competent jurisdiction determines that the scope of any provision of this Agreement is too broad to be enforced as written, the court should reform such provision(s) to such narrower scope as it determines to be enforceable. Employee and Company further agree that if any provision of this Agreement is determined to be unenforceable for any reason, and such provision cannot be reformed by the court, such provision shall be deemed separate and severable and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions hereof.

7. **Integration and Amendments.** Employee acknowledges and agrees that this Agreement is executed by Company and Company's employees for the purpose of protecting Company's Confidential Information, Intellectual Property, and Trade Secrets. In the event one or more provisions of this Agreement conflict with the enforceable provisions of another written agreement between the parties then in existence and based on the same subject matter, if any, the parties acknowledge and agree that the provision which, in the Company's sole determination, provides the most protection to Company's Confidential Information, Intellectual Property, and Trade Secrets shall be used. This Agreement supersedes all prior and contemporaneous oral agreements between the parties relating to its subject matter. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing by Employee and Company.

8. **Miscellaneous.**

a. *At-will Employment.* Nothing contained in this Agreement shall be deemed to alter or modify Employee's status as an at-will employee of Company.

b. *Survival.* Employee's obligations hereunder shall survive the termination of Employee's employment with Company or any other agreement or relationship between Employee and Company.

c. *Assignability.* This Agreement and the rights, interests and obligations of Company hereunder shall be assignable to and shall inure to the benefit of any person, corporation, partnership or entity that succeeds to all or substantially all of the business or assets of Company. This Agreement is not assignable by Employee.

d. *Governing Law.* This Agreement has been entered into in the State of Missouri and shall be governed and interpreted in accordance with the laws of the State of Missouri.

9. **Employee's Copy.** EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS RECEIVED A COPY OF THIS AGREEMENT AND HAS READ, UNDERSTOOD AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT.

Executed as of the date indicated below.

LAIRD TECHNOLOGIES, INC.

By: _____

Employee

Date