TECHCO CORPORATION

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In exchange for my becoming employed (or my employment being continued), or retained as a consultant (or my consulting relationship being continued), as the case may be, by TechCo, a Delaware corporation, or its subsidiaries, affiliates, predecessors, or successors (collectively, the “Company”), and for any cash and/or equity compensation for my services, I hereby agree as follows:

1. **Duties.** I will perform for the Company such duties as may be designated by the Company from time to time. During my period of employment or consulting relationship with the Company (as the case may be), I will devote my best efforts to the interests of the Company and will not engage in other employment or in any activities detrimental to the best interests of the Company without the prior written consent of the Company.

2. **Confidentiality Obligation.** I understand and agree that all Proprietary Information (as defined below) shall be the sole property of the Company and its assigns, including all trade secrets, patents, copyrights and other rights in connection therewith. I hereby assign to the Company any rights I may acquire in such Proprietary Information. I will hold in confidence and not directly or indirectly use or disclose, both during my employment by, or consulting relationship with, the Company (as the case may be) and after its termination (regardless of the reason for such termination), any Proprietary Information I obtain or create during the period of my employment or consulting relationship, whether or not during working hours, except to the extent authorized by the Company, until such Proprietary Information becomes generally known. I agree not to make copies of such Proprietary Information except as authorized by the Company. Upon termination of my employment or consulting relationship (as the case may be) or upon an earlier request of the Company, I will return or deliver to the Company all tangible forms of such Proprietary Information in my possession or control, including but not limited to drawings, specifications, documents, records, devices, models or any other material and copies or reproductions thereof.

3. **Ownership of Physical Property.** All documents, apparatus, equipment and other physical property in any form, whether or not pertaining to Proprietary Information, furnished to me by the Company or produced by me or others in connection with my employment or consulting relationship (as the case may be) shall be and remain the sole property of the Company. I shall return to the Company all such documents, materials and property as and when requested by the Company, except only (a) my personal copies of records relating to my compensation, (b) if applicable, my personal copies of any materials evidencing shares of the Company’s capital stock purchased by me and/or options to purchase shares of the Company’s capital stock granted to me, (c) my copy of this Agreement and (d) my personal property and personal documents I brought with me to the Company and any personal correspondence and personal materials that I accumulated and kept at my office during my employment or consulting relationship (as the case may be) (my “Personal Documents”). Even if the Company does not so request, I shall return all such documents, materials and property upon termination of my employment or consulting relationship (as the case may be), and, except for my Personal Documents, I will not take with me any such documents, material or property or any reproduction thereof upon such termination.

4. **Assignment of Inventions.**

(a) Without further compensation, I hereby agree promptly to disclose to the Company, all Inventions (as defined below) which I may solely or jointly develop or reduce to practice during or prior to the period of my employment or consulting relationship with the Company (as the case may be) which (a) pertain to any line of business activity of the Company, (b) are aided by the use of time, material or facilities of the Company, whether or not during working hours or (c) relate to any of my work during the period of my employment or consulting relationship with the Company (as the case may be), whether or not during normal working hours (“Company Inventions”). During the term of my employment or consulting relationship (as the case may be), all Company Inventions that I conceive, reduce to practice, develop or have developed (in whole or in part, either alone or jointly with others) shall be the sole property of the Company and its assigns to the maximum extent permitted by law (and to the fullest extent permitted by law shall be deemed “works made for hire”), and the Company and its assigns shall be the sole owner of all patents, copyrights, trademarks, trade secrets and other rights in connection therewith. I hereby assign to the Company any rights that I may have or acquire in such Company Inventions.

(b) I attach hereto as Exhibit A a complete list of all Inventions, if any, made by me prior to my employment or consulting relationship with the Company that are relevant to the Company’s business, and I represent and warrant that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions at the time of signing this Agreement. If in the course of my employment or consulting relationship with the Company (as the case may be), I use or incorporate into a product or process an Invention not covered by Section 4(a) of this Agreement in which I have an interest, the Company is hereby granted a nonexclusive, fully paid-up, royalty-free, perpetual, worldwide license of my interest to use and sublicense such Invention without restriction of any kind.

5. **Further Assistance; Power of Attorney.** I agree to perform, during and after my employment or consulting relationship with the Company (as the case may be), all acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions assigned to the Company as set forth in Section 4 above. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate the Company and its duly authorized officers and agents as my agent and attorney-in fact, to execute and file on my behalf any such applications and to do all other lawful acts to further the prosecution and issuance of patents, copyright and mask work registrations related to such Inventions. This power of attorney shall not be affected by my subsequent incapacity.

6. **Inventions.** As used in this Agreement, the term “Inventions” means discoveries, developments, concepts, designs, ideas, know‑how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. 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.

7. **Proprietary Information.** As used in this Agreement, the term “Proprietary Information” means information or physical material not generally known or available outside the Company or information or physical material entrusted to the Company by third parties. This includes, but is not limited to, Inventions, confidential knowledge, copyrights, product ideas, techniques, processes, formulas, object codes, biological materials, mask works and/or any other information of any type relating to documentation, laboratory notebooks, data, schematics, algorithms, flow charts, mechanisms, research, manufacture, improvements, assembly, installation, marketing, forecasts, sales, pricing, customers, customer lists, customer data, including but not limited to customers’ personally identifiable information, the salaries, duties, qualifications, performance levels and terms of compensation of other employees, and/or cost or other financial data concerning any of the foregoing or the Company and its operations. Proprietary Information may be contained in material such as drawings, samples, procedures, specifications, reports, studies, customer or supplier lists, budgets, cost or price lists, compilations or computer programs, or may be in the nature of unwritten knowledge or know-how.

8. **Solicitation of Employees, Consultants and Other Parties.** During the term of my direct of indirect employment or consulting relationship with the Company (as the case may be), and for a period of twelve (12) months following the termination of my employment or consulting relationship with the Company (as the case may be) for any reason, I shall not directly or indirectly solicit, induce, recruit, hire, or encourage any of the Company’s employees or consultants to terminate their relationship with the Company, or attempt any of the foregoing, either for myself or any other person or entity. For a period of twelve (12) months following termination of my employment or consulting relationship with the Company (as the case may be) for any reason, I shall not solicit any licensor to or customer of the Company or licensee of the Company’s products, that are known to me, with respect to any business, products, or services that are competitive to the products or services offered by the Company or under development as of the date of termination of my relationship with the Company.

9. **Noncompetition.** During the term of my direct or indirect employment or consulting relationship with the Company (as the case may be) and for twelve (12) months following the termination of my employment or consulting relationship with the Company (as the case may be) for any reason, I will not, without the Company’s prior written consent, directly or indirectly work on any products or services that are competitive with products or services (a) being commercially developed or exploited by the Company during my employment or consultancy with the Company (as the case may be) and (b) on which I worked or about which I learned Proprietary Information during my employment or consultancy with the Company (as the case may be).

10. **No Conflicts.** I represent that my performance of all the terms of this Agreement as an employee of or consultant to the Company (as the case may be) does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my becoming an employee or consultant of the Company (as the case may be), and I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or others. I agree not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

11. **No Interference.** I certify that I am not a party to any other agreement which will interfere with my full compliance with this Agreement.

12. **Effects of Agreement.** This Agreement (a) shall survive the termination of my employment by or consulting relationship with the Company (as the case may be), (b) inures to the benefit of successors and assigns of the Company and (c) is binding upon my heirs and legal representatives.

13. **At-Will Relationship.** I understand and acknowledge that my employment or consulting relationship with the Company (as the case may be) is and shall continue to be at-will, as defined under applicable law, meaning that either I or the Company may terminate the relationship at any time for any reason or no reason, without further obligation or liability.

14. **Injunctive Relief.** I acknowledge that violation of this Agreement by me may cause irreparable injury to the Company, and I agree that the Company 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 and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

15. **Miscellaneous.** This Agreement, the Offer Letter between the parties to which this Agreement is referred, if any, the Property Assignment Agreement between the parties, if any, and the exhibits to this Agreement constitute the entire understanding and agreement of the parties to this Agreement concerning the subject matter of this Agreement and supersede any oral, written or other communications or agreements concerning the subject matter of this Agreement. This Agreement may be amended or waived only by a written instrument signed by me and the President of the Company. This Agreement shall be governed by the laws of the State of Delaware, USA, applicable to contracts entered into and performed entirely within the State of Delaware, USA, without giving effect to principles of conflict of laws. If any provision of this Agreement is held to be unenforceable under applicable law, then such provision shall be excluded from this Agreement only to the extent unenforceable, and the remainder of such provision and of this Agreement shall be enforceable in accordance with its terms.

16. **Acknowledgment.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

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| --- | --- |
| Techco CORPORATION,a Delaware corporationBy:  James Doe President and Chief Executive Officer | **John Doe,**an individualBy:  John Doe |
|  |  |
| Dated as of: \_\_\_\_\_\_\_\_\_\_\_\_, 2014 | Dated as of: \_\_\_\_\_\_\_\_\_\_\_\_, 2014 |

Exhibit A

TechCo

123 Main Street

Springfield, CO 81000

Ladies and Gentlemen:

1. The following is a complete list of all Inventions relevant to the subject matter of my employment by the Company that have been made or conceived or first reduced to practice by me, alone or jointly with others or which has become known to me prior to my employment by the Company. I represent that such list is complete.

2. I propose to bring to my employment or consultancy the following materials and documents of a former employer:

 No materials or documents.

 See below:

**John Doe,**

an individual

By:

 John Doe