Boehringer Ingelheim

INVENTIONS AND SECRECY AGREEMENT

I, _____, understand and agree that my employer, Boehringer Ingelheim Fremont, Inc. (hereinafter referred to as the **"Company"**) is engaged in a highly competitive business. The **Company's** involvement in this business has required and continues to require the expenditure of substantial amounts of time, money and resources, and the use of skills, knowledge and expertise developed over a long period of time. As a result, the **Company** has developed and will continue to develop certain valuable Intellectual Property and Confidential Information that are unique and valuable to the **Company's** business, and the disclosure of which to others by me would cause the **Company** great and irreparable harm.

In view of the above and in consideration of the promise of my employment by, or my employment by, the **Company** and the receipt of employment compensation or employee benefits, as provided to me by the **Company**, I hereby agree as follows:

1. **Inventions and Other Intellectual Property**

1.1 **I** agree that any inventions, discoveries, and any confidential or proprietary manufacturing, distribution, advertising, sales, promotional, marketing, research and development and/or any other commercial information, data and data processes, writings, technical and business innovations, improvements, developments, devices, tools, machines, apparatuses, appliances, designs, processes, drug and pharmaceutical formulations and formulae, products, utility models, promotional ideas, writings and other works of authorship, books, lectures, illustrations, photographs, scientific and mathematical models, software, including source code, object code and other operational and functional features and limitations of software which is in any way useful in or related to the business in which the **Company** or its affiliates (an "affiliate" of the Company is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the Company, control being the ownership, direct or indirect, of at least fifty percent (50%) of the voting stock or other ownership interest or the possession of the power to direct or to cause the direction of management and policies) may currently or prospectively be engaged, whether patentable, copyrightable, or otherwise protectable, which are made, discovered, conceived, created, developed, reduced to practice, authored, used or secured by me, solely or jointly with others, during my term of employment, whether or not during working hours, (all of the foregoing hereinafter referred to as "**Intellectual Property**") will be promptly and fully disclosed by me to the **Company** and shall be the sole and exclusive property of the **Company**.

1.2 At the request of the **Company**, at any time or from time to time during my term of employment or after the termination thereof, without further compensation, and at the expense of the **Company**, **I** will execute foreign and domestic patent applications, foreign and domestic copyright applications and any and all documentation associated therewith, such as, without limitation, declarations of inventorship, and will take all other actions as the Company, in its sole discretion, may request in order to perfect, defend, maintain and/or enforce the **Intellectual Property** rights. More particularly, **I** agree to:

a. Assign, transfer and set over, and **I** do hereby assign, transfer and set over to the **Company** all my rights, title and interest in and to any and all **Intellectual Property**, including the right to claim priority from

any patent or other application filing that was made to protect and secure the **Intellectual Property** to the Company.

b. Execute, acknowledge, make and deliver to the **Company** or its attorneys without additional compensation, but without expense to me, any and all instruments, including United States and foreign patent applications, applications for securing, protecting or registering any property rights embraced within this Agreement, powers of attorney, confirmatory assignments, declarations, oaths or affirmations, supplemental declarations, oaths and sworn statements, assignment of the right to claim priority from any patent or other application filing, and do any and all lawful acts which, in the sole judgment of the **Company** or its attorneys, may be necessary or desirable to vest in or secure for or maintain for the benefit of the **Company** or any other entity to which the **Company** has assigned or shall assign the **Intellectual Property**, all right, title and interest in and to said **Intellectual Property**.

1.3 The parties agree that this Agreement does not apply to Intellectual Property that fully qualifies under the provisions of California Labor Code Section 2870(a). That section states: "'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.'"

1.4 Subject to the requirements of Paragraph 2.4 below, which relate to preserving the right of confidentiality of my current employer or third party, **I** attach as Exhibit A hereto a complete list of all inventions made, discovered, developed or conceived by me prior to my employment by the Company and in which **I**, my former employer or third party may claim any rights, and **I** declare that these inventions shall be excluded from this Agreement.

2. <u>Secrecy</u>

2.1 **I** understand that from time to time during my employment with the **Company**, as a part of my employment duties and responsibilities or otherwise, **I** may have access to, or deal with certain **Confidential Information**. For purposes of this Agreement, "**Confidential Information**" means any and all information, know-how and data, whether technical or non-technical, concerning the organization, research, business operations, products, employees, or customers of the **Company**, or any of its affiliates, or any non-affiliated third party, which is considered to be private, confidential, proprietary or trade secret, either to the **Company**, its affiliates, or other non-affiliated third parties. **Confidential Information** includes, but is not limited to, source code, object code, operational and functional features and limitations of all software, information relating to financial affairs, advertising, marketing or business plans, sales and marketing methods, promotional strategies, contracts, customer lists, customer usages or requirements, supplier information, information relating to existing or contemplated products, samples of materials, research and development data, inventions, **Intellectual Property**, drawings, specifications, design calculations, chemical, biological and pharmaceutical formulations, test results, manufacturing processes and improvements, corporate records, tax records, regulatory matters, employee personal information, information of a legally privileged nature, accounting procedures, sales figures, projections and estimates, production and quality control data, demonstration and experimental data, testing data, and such other information or data, and anything else, whether in written, electronic, oral or other form. **I** will not disclose to anyone outside the **Company**, and will not

use, except in connection with the business of the **Company**, any **Confidential Information**, either during my employment by the **Company** and for so long thereafter as the pertinent information or documentation remains **Confidential Information**, except with the prior written authorization and consent of a duly authorized representative of the **Company**. **I** shall comply at all times with all requirements and obligations of third parties relating to their **Confidential Information** including the signing of my name on undertakings and agreements as requested. I understand that under the federal Defend Trade Secrets Act of 2016: (A) I shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) 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 (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal and (B) 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. I understand that my obligations and undertakings under this Paragraph, with respect to **Confidential Information** shall not apply, however, to any information that:

a. is in or comes into the public domain other than by breach of this Agreement;
b. is disclosed to third parties by the **Company** without restrictions on such third party with respect to further disclosure; or
c. is approved for release by written authorization by the **Company**.

2.2 Should **I** at any time be compelled to disclose **Confidential Information** by the order of a court of competent jurisdiction, subpoena or other judicial or administrative process, **I** will (a) make known to the respective court or governmental officials the proprietary nature of the information, (b) make any applicable claim of confidentiality with respect to the information, including seeking that such Confidential Information or any document containing Confidential Information is filed under seal, (c) promptly notify the **Company**, and (d) permit the **Company** to participate in any judicial and/or administrative proceeding relating to the compulsory disclosure.

2.3 **I** further agree that all records, reports, notes, memoranda, compilations and other recorded matter, of whatever type and description and copies or reproductions thereof, which contain, refer or relate to any **Confidential Information** or otherwise relate to the **Company's** operations, activities or business, made or received by me during my employment, including any past or future term of employment, with the **Company** are and shall be the sole and exclusive property of the **Company**, and **I** will keep the same at all times in the **Company's** custody and subject to its control, and will surrender the same and any equipment to the **Company** upon request and at the termination of my employment if not before.

2.4 **I** shall not secure from third parties and **I** shall not disclose to the **Company** or seek to induce the **Company** to use any confidential or proprietary information or trade secrets belonging to third parties, except as may be specifically authorized in writing by such third party and then only subject to the **Company's** prior written approval. **I** am hereby notified that **I** am not expected to and am expressly forbidden by the **Company** from disclosing to the **Company** any trade secret, or confidential and/or proprietary business information arising out of a former employment relationship.

2.5 Except as set forth in Exhibit B hereto, **I** represent and warrant to the **Company** that **I** am not bound by the terms of a confidentiality agreement or any other agreement with a third party, including but not limited to prior employers, which would preclude me from disclosing or otherwise limit my right to disclose to the **Company** any inventions, information or other

intangibles. **I** further represent and warrant to the **Company** that, except for any of the express and specific exceptions as set forth in Exhibit B, **I** have the right to make all disclosures which **I** will make to the Company in the course of my employment by the **Company**. **I** agree to provide the Company with a copy of any and all agreements with a third party, which limit, or may limit, my right to make such disclosures to the **Company**. **I** recognize that all of the representatives and warranties set forth in this Agreement are a condition precedent to any offer by the **Company** to employ me to the extent that such an offer is made.

2.6 I agree that I will deliver to the **Company** upon the cessation of my employment, and at any other time upon the **Company's** request: (a) all tools, equipment, products, documents and other materials, whether in electronic, hardcopy or physical form, and whether made or compiled by me alone or with others or made available to me while employed by the **Company**, pertaining to **Intellectual Property** and **Confidential Information** or other inventions and works of **Company**; and (b) all **Intellectual Property** and **Confidential Information** or any other property of the **Company** in my possession, custody or control. Without limiting the foregoing language, this return of property provision requires me to return any work-related client lists, mobile and electronic devices, leased automobiles, computer disks, credit cards, equipment, keys, manuals, radios, tools, documents, product demonstration units and samples, and software and computers, whether maintained by me at work, in a vehicle, at my residence or at another location. This return of property provision also requires that I remove and return to the **Company** any information regarding the **Company**, its customers, employees, products or services that may be saved on my personal computer(s) or other electronic devices.

3.· **Change of Employment**

3.1 In the event that my employer changes from Boehringer Ingelheim Pharmaceuticals, Inc. to Boehringer Ingelheim USA Corporation, or from Boehringer Ingelheim USA Corporation to Boehringer Ingelheim Pharmaceuticals, Inc., as applicable, the company which thereby becomes my new employer ("**New Employer**") shall become **Company** for purposes of this Agreement, with all the rights and obligations attendant thereto; and (i) this Agreement shall be deemed assigned from my present employer to **New Employer** (Boehringer Ingelheim Pharmaceuticals, Inc. or Boehringer Ingelheim USA Corporation, as applicable), and (ii) my present employer hereby assigns this Agreement to such **New Employer**, in each case (i) and (ii) as of the date of such change of my employer, without the need for execution of any additional written document.

4.· **Miscellaneous**

4.1 **I** understand and agree that my employment with the **Company** is not for any fixed term. This Agreement does not in any way restrict the right of either me or the **Company** to terminate my employment with the **Company** at any time without notice or cause.

4.2 **I** acknowledge and agree that (a) the **Company's** remedies at law for any breach or threatened breach of any of the covenants contained in this Agreement will be inadequate and that the **Company**, in addition to any other remedies that may be available at law or in equity, shall be entitled to injunctive relief against me without posting bond or other security, and (b) that the restrictions set forth herein are in addition to, and are not intended to limit or diminish in any way, any other restrictions or damages, including punitive damages, to which **I** may be subject by operation of law, other agreements with the **Company** made before or subsequent to this Agreement, or otherwise.

4.3 The invalidity of any portion of the Agreement will not and shall not be deemed to affect the validity of any other provision of the Agreement. In

the event that any provision of the Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect.

4.4 This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Connecticut. **I** hereby submit and consent to the jurisdiction and venue of the federal, state and local courts nearest to Danbury, Connecticut.

4.5 **I** acknowledge that the **Company** has encouraged me to consult with an attorney of my choice, at my own expense, regarding this Agreement. **I** represent that **I** have relied upon the advice of my attorney or have knowingly and willingly not sought the advice of an attorney.

4.6 **I** acknowledge and agree that **I** have received adequate and sufficient consideration in exchange for my agreement to be bound by the terms of this Agreement.

4.7 **I** recognize and agree that this Agreement represents and reflects the entire Agreement between the **Company** and me with respect to the matters which it addresses and to which it refers. **I** further recognize and agree that this Agreement may not be modified in any fashion except in a writing signed and dated by me and the authorized representative of the **Company**.

IN WITNESS WHEREOF, **I** have executed this Agreement this ____ day of _____ 20___.

The foregoing instrument was signed in my presence.

Boehringer Ingelheim Witness Signature	Employee's Signature
Printed Name of Witness	Printed Name of Signatory
Witness Address	

EXHIBIT A

All Inventions Made, Discovered, Developed Or Conceived By Me
Prior To My Employment By The Company In Which
I, My Former Employer Or Other Third Party May Claim Any Rights

EXHIBIT B

Agreements Which Preclude Me From Disclosing Or Which Otherwise
Limit My Right To Disclose To The Company Any Inventions Or Other Information