



## *Confidentiality and Assignment of Invention Agreement*

In consideration of Watermelon Corporation:

→ Making an offer of employment

(the receipt and sufficiency whereof is hereby acknowledged) and for other good and valuable consideration, I, \_\_\_\_\_, acknowledge and agree as follows.

### *I. Confidentiality*

During the course of working for Watermelon Corporation, I will have access to information and materials that are confidential or proprietary to Watermelon Corporation (the "Confidential Information") including, but not limited to the following:

- All of Watermelon Corporation's concepts, ideas, techniques, processes, designs, inventions, research, drawings, plans, prototypes, methods, cost data, software programs, source codes, formulas, development or experimental work, work in process, or trade secrets;
- Any financial information of Watermelon Corporation, including costs, sales, income, profits, salaries and wages;
- Information concerning business opportunities, customers and suppliers of Watermelon Corporation, including all joint ventures considered by Watermelon Corporation whether or not pursued,
- Any and all know-how, and any and all oral, written, electronic or other communications and other information disclosed or provided by Watermelon Corporation including any and all analyses or conclusions drawn or derived there from;

I covenant and agree that, both during the course of my employment with Watermelon Corporation and afterward, I will keep confidential, and not disclose and refrain from using the Confidential Information, directly or indirectly, in a manner other than in the best interests of Watermelon Corporation. I will take all reasonable precautions to prevent any person or entity from having unauthorized access to or use of the Confidential Information, and I will not copy or modify the Confidential Information except with the written authorization of Watermelon Corporation, or as may be required to perform the obligations of my employment.



Further, I acknowledge that Watermelon Corporation receives confidential or proprietary information from third parties for certain purposes. I agree that such confidential or proprietary information is included within the meaning of Confidential Information and the restrictions imposed by this Agreement, and I agree to hold such third party Confidential Information in the strictest confidence and not to use or disclose third party Confidential Information for the benefit of anyone other than Watermelon Corporation or such third party, without the express authorization in writing from Watermelon Corporation.

Confidential Information shall not include information that:

- Is publicly available (other than as a result of a breach of this Agreement)
- Is known by me prior to my employment with Watermelon Corporation

However, for greater certainty, Confidential Information includes all information that I should reasonably know is confidential or proprietary to Watermelon Corporation or third parties who have disclosed Confidential Information to Watermelon Corporation, and where any question reasonably arises as to whether certain information is Confidential Information, I understand that it is my obligation to seek clarification as to the status of that information.

## *II. Assignment of Inventions*

I agree that all inventions, discoveries, improvements, know-how or other intellectual property, whether patentable or not, created by me during my employment with Watermelon Corporation, pertaining to any matter, thing, process or method that is related to my employment (the "Works") shall be the sole and absolute property of Watermelon Corporation. Without limiting the foregoing, I agree that all such Works shall be deemed to be "work made in the course of employment" and Watermelon Corporation shall be deemed the owner thereof.

I further agree to keep and maintain adequate and current written records of all Works made, which records shall be available at all times to Watermelon Corporation and shall remain the sole property of Watermelon Corporation.

I further agree to assist Watermelon Corporation in obtaining and enforcing, for Watermelon Corporation's own benefit, patents, copyrights, and any other protections in any and all countries for any and all Works made by me (in whole or in part) the rights to which belong to or have been assigned to Watermelon Corporation. I agree, upon request, to execute all applications, assignments, instruments and papers and perform all acts that Watermelon Corporation or its counsel may deem necessary or desirable to obtain any and all patents, copyrights or other protection in such Works and otherwise to protect the interests of Watermelon Corporation therein.



### *III. Return of Materials*

I agree to return to Watermelon Corporation, immediately upon termination of my employment, regardless of how that termination should occur, all designs, devices, documents, specifications, business documents, computer software, source codes, lists, record files and all other material containing or disclosing confidential or proprietary information, including copies of these items however made or obtained.

### *IV. Enforceability*

I acknowledge that all restrictions contained in this Agreement are reasonable and valid and all defenses to the strict enforcement of all or any portion thereof by Watermelon Corporation are hereby waived by me. If any clause or portion of any such clause shall be unenforceable or declared invalid for any reason whatsoever, such unenforceability and invalidity shall not affect the enforceability or validity of the remaining portions of the Agreement and such unenforceable or invalid portion shall be severed from the remainder of this Agreement.

I further agree that my covenants and representations contained in this Agreement shall survive and continue to bind me following the termination of any contract for my employment with Watermelon Corporation regardless of the reason for such termination.

### *V. Governing Law*

This Agreement will be governed by the laws of the State of Iowa.

DATED, in the State of Iowa, this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_

Signature of \_\_\_\_\_