

CONTRACTOR INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

In consideration of, and as a condition of my engagement with Mercedes-Benz Research & Development North America, Inc. (the “*Company*”), I, as the “*Contractor*” signing this Contractor Invention Assignment and Confidentiality Agreement (“*Agreement*”), represent to the Company, and the Company and I agree as follows:

1. **Purpose of Agreement.** I understand that the Company is engaged in a continuous program of research and development in connection with its current and projected business and that it is critical for the Company to preserve and protect its confidential information, its rights in certain inventions and works, and its related intellectual property rights. Accordingly, I am entering into this Agreement, whether or not I am expected to create inventions or other works of value for the Company.

2. **Disclosure of Inventions.** I will promptly disclose in confidence to the Company, or to any person designated by it, all Inventions that I make, create, conceive or first reduce to practice, either alone or jointly with others, during the period of my engagement with the Company, whether or not in the course of my engagement, and whether or not patentable, copyrightable, or protectable as trade secrets. As used in this Agreement, “*Inventions*” means inventions, know-how, improvements, designs, techniques, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets, whether or not patentable, copyrightable, or otherwise legally enforceable.

3. **Work for Hire; Assigned Inventions; Feedback.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my engagement with the Company will be “works made for hire” as defined in Section 101 of the United States Copyright Act, as amended, 17 U.S.C. §101, and used in 17 U.S.C. §201, and that the Company will be considered the author and owner of the copyrightable works. I agree that all Inventions that I make, create, conceive or first reduce to practice during the period of my engagement with the Company, whether or not patentable, copyrightable or protectable as trade secrets, and that (i) are developed using existing Company Inventions; (ii) result from work performed by me for the Company; or (iii) relate to the Company’s business or actual or demonstrably anticipated research or development (the “*Assigned Inventions*”), will be the sole and exclusive property of the Company. During the course of this Agreement, the Company may solicit input from me regarding its software, products, services, business, or technology plans, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement, or enhancement of its software, products, and services (“*Feedback*”). I agree that any such Feedback that I may provide will be the sole and exclusive property of the Company. To the extent that this provision may create or impose any obligations under workers’ compensation or unemployment insurance laws, or similar obligations related to my engagement, I understand that the obligations are owed to me exclusively by my employer, and not the Company.

4. **Excluded Inventions and Other Inventions.** Attached as Exhibit A is a list describing all existing Inventions, if any, that may relate to the Company’s business or actual or demonstrably anticipated research or development and that were made by me or acquired by me prior to the Effective Date (as defined in Section 28), in which I presently have an ownership interest, and which are not to be assigned to the Company (“*Excluded Inventions*”). If no list is attached, I represent and agree that it is because I have no rights in any existing Inventions that may relate to the Company’s business or actual or demonstrably anticipated research or development. For purposes of this Agreement, “*Other Inventions*” means Inventions in which I have or may have an interest, as of the Effective Date or thereafter, other than Assigned Inventions and Excluded Inventions. I agree that I will not incorporate, or permit to be incorporated, any Excluded Inventions or Other Inventions in any product or service of the Company without the Company’s prior written consent. Nonetheless, if in the course of my engagement I include or permit to be included any Excluded Inventions or Other Inventions in any product or service of the

Company, I grant to the Company a perpetual, irrevocable, nonexclusive, transferable, world-wide, royalty-free license to use, disclose, make, sell, offer for sale, import, copy, distribute, modify and create works based on, perform, and display Excluded Inventions and Other Inventions, and to sublicense to third parties in one or more tiers of sublicensees with the same rights.

5. **Exception to Assignment.** I understand that the Assigned Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any Invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on my own time, except for those Inventions that either: (1) directly relate at the time of conception or reduction to practice of the Invention to the Company's business or to actual or demonstrably anticipated research or development of the Company; or (2) result from any work performed by me for the Company.

6. **Assignment of Rights.** I agree to assign, and irrevocably transfer and assign, to the Company: (i) all of my rights, title, and interests in and with respect to any Assigned Inventions; (ii) all patents, patent applications, copyrights, mask works, rights in databases, trade secrets, and other intellectual property rights, worldwide, in any Assigned Inventions, along with any registrations of or applications to register the rights; and (iii) to the extent assignable, any and all Moral Rights (as defined below) that I may have in or with respect to any Assigned Inventions. I also forever waive and agree never to assert any Moral Rights I may have in or with respect to any Assigned Inventions and any Excluded Inventions or Other Inventions licensed to the Company under Section 4, even after termination or expiration of my engagement with the Company. "***Moral Rights***" means any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, regardless of whether or not such right is denominated or generally referred to as a "moral right."

7. **Assistance.** I will assist the Company in every proper way to obtain and enforce for the Company all patents, copyrights, mask work rights, trade secret rights, and other legal protections for the Assigned Inventions, worldwide. I will execute and deliver any documents that the Company may reasonably request from me in connection with providing assistance. My obligations under this section will continue beyond the termination or expiration of my engagement with the Company; provided that the Company agrees to compensate me at a reasonable rate after termination or expiration for time and expenses actually spent by me at the Company's request in providing assistance. I appoint the Secretary of the Company as my agent and attorney-in-fact to execute documents and do all other lawfully permitted acts on my behalf for this purpose with the same legal force and effect as if executed by me. I agree that this appointment is coupled with an interest and will not be revocable.

8. **Confidential Information.** I understand that my engagement by the Company creates a relationship of confidence and trust with respect to any information or materials of a confidential, proprietary, or secret nature that may be made, created, or discovered by me, or that may be disclosed to me by the Company or a third party in relation to the business of the Company, or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company, or any other party with whom the Company agrees to hold information or materials in confidence ("***Confidential Information***"). Without limitation as to the forms that Confidential Information may take, I acknowledge that Confidential Information may be contained in tangible material such as writings, drawings, samples, electronic media, or computer programs, or may be in the nature of unwritten knowledge or know-how. Confidential Information includes, but is not limited to, Assigned Inventions, marketing plans, product plans, design information, data, prototypes, specimens, test protocols and results, laboratory notebooks, business and marketing strategies, financial information, forecasts, personal information, distribution plans and schedules, contract information, customer and supplier lists, the non-public names and addresses of the Company's customers and suppliers, and their buying and selling habits and special needs. At all times, both during my engagement and after its termination or expiration, I must keep and hold all Confidential

Information in strict confidence and trust. I will not use or disclose any Confidential Information without the prior written consent of the Company in each instance, except as may be necessary to perform my duties as a contractor of the Company for the benefit of the Company. Confidential Information, however, does not include information about sexual harassment or sexual assault occurring in the workplace, or at work-related events off the Company premises that are either coordinated by or through the Company, or between the Company and Contractor.

9. **Contributions to Collaborations and Non-Company Projects.** I understand that there may be occasions where I will be engaged in work that requires me to share or contribute Inventions to entities other than the Company, such as to Company vendors or to open source projects used by the Company. I agree to first contact the Company's legal department prior to sharing or contributing.

10. **Company Property.** During the course of my engagement, I may be assigned Confidential Information, devices, documents, supplies, equipment, and other physical property relating to my work with the Company ("***Company Property***"). Upon termination or expiration of my engagement with the Company, or at any time upon Company's request, I will promptly return to the Company all Company Property, including any codes or passwords necessary to access the devices and accounts, excepting only my personal copies of records relating to my engagement or compensation and any personal property I bring with me to the Company. Even if the Company does not so request, upon termination or expiration of my engagement, I will return to the Company all Company Property, and I will not take with me or retain any Company Property.

11. **Use of Logo.** I understand I am prohibited from using Mercedes-Benz and Daimler names and related marks, including but not limited to: "Mercedes-Benz Research & Development North America," "MBRDNA," "Mercedes-Benz," "Mercedes," "Maybach," "Smart," "AMG," the Three-Pointed Star Within a Circle logo, the Maybach logo, the Smart logo, and the AMG logo, for any purpose other than in the performance of my work as a contractor for the Company, without the Company's prior written consent, which may be provided at its sole discretion.

12. **Notice of Immunity for Certain Disclosures.** Nothing in this Agreement is intended to prevent me from communicating with government agencies regarding a possible violation of federal or state law or regulation. Pursuant to the federal Defend Trade Secrets Act of 2016 (18 U.S.C. §1833), an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

13. **No Breach of Prior Agreements.** I represent that: (i) I have disclosed, or will disclose prior to the commencement of my engagement with the Company, all agreements that may purport to restrict my engagement with the Company, including but not limited to any non-competition restrictions with my prior employers; and (ii) my performance of all the terms of this Agreement and my duties as a contractor of the Company will not breach any invention assignment, proprietary information, confidentiality, non-competition, or other agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials or intangibles of my own or of a former employer or third party that are not generally available for use by the public or have not been legally transferred to the Company.

14. **Not Employment.** I understand that this Agreement does not constitute a contract of employment or obligate the Company to engage me for any stated period of time. Unless otherwise specified, I understand that any employment agreement I have is not with Company, and that Company may terminate my engagement with it at any time and for any reason or no reason. I acknowledge that

any statements or representations to the contrary are ineffective, unless put into a writing signed by a duly authorized representative of the Company.

15. **Policies.** I agree to comply with all federal, state, and local laws and all Company policies applicable to my engagement with the Company, including, but not limited to, policies regarding information technology (IT) security, corporate security, and conflicts of interest.

16. **Company Opportunities; Duty Not to Compete.** During the period of my engagement, I will at all times devote my best efforts to the interests of the Company, and I will not, without the prior written consent of the Company, engage in, or encourage or assist others to engage in, any other engagement or activity that: (i) would divert from the Company any business opportunity in which the Company can reasonably be expected to have an interest; (ii) would directly compete with, or involve preparation to compete with, the current or future business of the Company; or (iii) would otherwise conflict with the Company's interests or could cause a disruption of its operations or prospects.

17. **Non-Solicitation of Employees and Consultants.** For twelve (12) months following the termination or expiration of my engagement with the Company, I will not directly or indirectly solicit any of the Company's employees, contractors, and consultants to leave or terminate their employment or engagements with the Company for my own benefit or for the benefit of any other person or entity, nor will I encourage or assist others to do so.

18. **Use of Name & Likeness.** I authorize the Company to use, reuse, modify, exploit, copy, publicly display, publish, exhibit, sub-license, or disseminate my name, photograph, likeness (including caricature), voice, biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or to be developed, both during and after my engagement, for any purposes related to the Company's business, such as marketing, advertising, credits, and presentations. I expressly waive any right to royalties or other compensation arising out of or related to such use.

19. **Termination Certification; Notification.** Upon termination or expiration of my engagement with the Company, I agree: (i) to complete, sign, and deliver to the Company the Termination Certification attached as Exhibit B; and (ii) that the Company, during and after the termination or expiration of my engagement with the Company, may notify third parties, including, but not limited to, my actual or potential employers, of the terms of this Agreement and my responsibilities under this Agreement.

20. **Injunctive Relief.** I understand that a breach or threatened breach of this Agreement by me may cause the Company to suffer irreparable harm and that the Company will therefore be entitled to injunctive relief to enforce this Agreement, in addition to any other remedies which may be available to it.

21. **Governing Law; Severability.** This Agreement will be governed by and construed in accordance with the laws of the state in which my initial engagement was based, without giving effect to any conflicts-of-law principles that would lead to the application of the laws of another jurisdiction. If any provision of this Agreement is invalid, illegal, or unenforceable in any respect, the provision will be enforced to the maximum extent possible, given the fundamental intentions of the parties when entering into this Agreement. To the extent the provision cannot be so enforced, it will be stricken from this Agreement and the remainder of this Agreement will be enforced as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

22. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together will constitute one and the same agreement.

23. Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

24. Amendment and Waiver. This Agreement may be amended only by a written agreement executed by each of the parties, or authorized representatives of a party, to this Agreement. No amendment or waiver of, or modification of any obligation under this Agreement will be enforceable unless specifically set forth in a writing signed by the party against which enforcement is sought. A waiver by either party of any of the terms and conditions of this Agreement in any instance will not be deemed or construed to be a waiver of that term or condition with respect to any other instance, whether prior, concurrent, or subsequent.

25. Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties, will bind and benefit the parties and their respective successors, assigns, heirs, executors, administrators, and legal representatives. The Company may assign any of its rights and obligations under this Agreement. I understand that I will not be entitled to assign or delegate this Agreement or any of my rights or obligations, whether voluntarily or by operation of law, except with the prior written consent of the Company.

26. Further Assurances. The parties will execute further documents and instruments and take further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

27. Acknowledgement. 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 this Agreement.

28. Effective Date of Agreement. This Agreement is and will be effective on and after the first day of my engagement by the Company (the "*Effective Date*").

Company:

Contractor:

Signature

Signature

Date

Date

Name (Please Print)

Name (Please Print)

Exhibit A

**LIST OF EXCLUDED INVENTIONS UNDER SECTION 4 OF THE CONTRACTOR INVENTION
ASSIGNMENT AND CONFIDENTIALITY AGREEMENT**

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>	<u>Co-Owners/Inventors (if any)</u>
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_____ No inventions, improvements, or original works of authorship

_____ Additional sheets attached

Signature of Contractor: _____

Print Name of Contractor: _____

Date: _____

Effective Date (First Date of my Engagement by the Company): _____

Exhibit B

**TERMINATION CERTIFICATION
CONTRACTOR INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT**

By signing below, I agree and confirm the following:

1. I do not have in my possession and I have returned to Mercedes-Benz Research & Development North America, Inc. ("**MBRDNA**" or the "**Company**") all Company Property.
 - a. "**Company Property**" includes Confidential Information, devices, documents, supplies, equipment, and other physical property relating to my work with MBRDNA.
 - i. "**Confidential Information**" includes any information or materials of a confidential, proprietary or secret nature that may be made, created, or discovered by me or that may be disclosed to me by MBRDNA or a third party in relation to the business of MBRDNA or to the business of any parent, subsidiary, affiliate, customer or supplier of MBRDNA, or any other party with whom MBRDNA agrees to hold information or materials in confidence.
2. I notified MBRDNA of all Inventions that I made, created, conceived or first reduced to practice, either alone or jointly with others, during the period of my engagement by MBRDNA.
 - a. "**Inventions**" means inventions, know-how, improvements, designs, techniques, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets, whether or not patentable, copyrightable, or otherwise legally enforceable.
3. I have reviewed and complied with the Contractor Invention Assignment and Confidentiality Agreement signed by me and I have complied with and will continue to comply with all of its terms.
4. For twelve (12) months following the termination or expiration of my engagement with the Company, I will not directly or indirectly solicit any of the Company's employees, contractors and consultants to leave or terminate their employment or engagements with the Company for my own benefit or for the benefit of any other person or entity, nor will I encourage or assist others to do so.

[CONTINUED ON NEXT PAGE]

On termination or expiration of my engagement with the Company, I will be employed or engaged by _____ in the _____ division.

I will be working in connection with the following projects**:

** Please ensure that you do not provide any trade secret information and you comply with all nondisclosure obligations owed to third parties.

1. _____
2. _____
3. _____

To be signed upon termination or expiration of engagement with MBRDNA.

Contractor

E-Mail and Physical Addresses for Future Notifications

Signature

Name (Please Print)

Date