

CONTRACTOR INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

In consideration of, and as a condition of my engagement by 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. **Inventions and Intellectual Property Rights.** As used in this Agreement, “**Invention(s)**” means inventions, ideas, concepts, developments, know-how, improvements, designs, algorithms, techniques, original works of authorship, formulas, processes, compositions of matter, computer software programs, prototypes, work products, databases, mask works, and trade secrets, whether or not patentable, copyrightable, or otherwise legally enforceable. “**Intellectual Property Rights**” means all trade secrets, copyrights, trademarks, mask work rights, patents and patent applications, utility models, rights in databases, Moral Rights (defined below) and other intellectual property rights recognized by the laws of any jurisdiction or country. “**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.”

3. **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 reduce to practice, either alone or jointly with others, during the period of my engagement by the Company, whether or not in the course of my engagement, and whether or not patentable, copyrightable, or protectable as trade secrets.

4. **Assignment of Inventions; Works Made for Hire; Feedback.** Except for Excluded Inventions (defined below) that I have set forth in Exhibit A and any Inventions I can prove qualify fully under a state law in Exhibit B applicable to me, I hereby irrevocably and perpetually assign and agree to assign to the Company all of my rights, title, and interests in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, reduced to practice, or learned by me, either alone or with others, during the period of my engagement by the Company, whether or not patentable, copyrightable, or protectable as trade secrets, and that: (i) are developed using existing Inventions owned by the Company or any of its Affiliates (defined below), Confidential Information (defined below) of the Company or any of its Affiliates, or equipment, supplies, or facilities of the Company or any of its Affiliates; (ii) result from work performed by me for the Company or any of its Affiliates; (iii) relate to the Company’s or any of its Affiliates’ business or actual or demonstrably anticipated research or development; or (iv) are conceived or made on the Company’s time (the “**Assigned Inventions**”). “**Affiliate(s)**” of the Company means any entity, directly or indirectly, controlling the Company, controlled by the Company, or under common control with the Company. All Assigned Inventions are the sole and exclusive property of the Company. 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 (defined below) licensed to the Company under Section 5, even after termination of my engagement with the Company. I acknowledge and agree that any copyrightable works prepared by me within the scope of my engagement 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 is and will be considered the author and owner of the copyrightable works. In the event that any work prepared by me does not qualify as a work made for hire, I hereby irrevocably and perpetually assign and agree to assign to the Company all of my rights, title, and interests in and to any such work (and all Intellectual Property Rights with respect

thereto). 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. During the course of this Agreement, the Company or any of its Affiliates 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 I may provide will be the sole and exclusive property of the Company, and hereby irrevocably and perpetually assign and agree to assign to the Company all rights, title, and interests in and to any such Feedback (and all Intellectual Property Rights with respect thereto).

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

6. **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 that I can prove qualifies fully under the provisions of a state law listed in Exhibit B that is applicable to me.

7. **Assistance.** I agree to assist the Company in every proper way to obtain and enforce for the Company all Intellectual Property Rights and other legal protections for the Assigned Inventions, worldwide. I agree to execute and deliver any documents the Company may reasonably request from me in connection with providing assistance. My obligations under this section will continue beyond termination of my engagement with the Company; provided the Company agrees to compensate me at a reasonable rate after termination for time and expenses actually spent by me at the Company's request in providing assistance. I appoint the Secretary and executive management 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 is not revocable.

8. **Duty to Disclose Inventions Post-Engagement; Presumption of Ownership of Holdover Inventions.** I agree that for one (1) year following the date my engagement with the Company terminates, I will promptly disclose in writing to the Company all Inventions authored or conceived by me, alone or jointly with others, along with all attempts to register, patent, or otherwise claim ownership over or sell, encumber, license, or otherwise transfer such Inventions, that relate to the Company's business or its actual or demonstrably anticipated research or development and: (i) were developed using existing Inventions of the Company or any of its Affiliates, Confidential Information of the Company or any of its Affiliates, or equipment, supplies, or facilities of the Company or any of its Affiliates; or (ii) result from work performed by me for the Company or any of its Affiliates ("**Holdover Inventions**"). I agree that these Holdover Inventions are presumed to have been conceived during my engagement by the Company and, unless otherwise proven, are the exclusive property of the Company and subject to the assignment obligations of this Agreement.

9. **Confidential Information.** I understand that my engagement by the Company creates a relationship of confidence and trust with respect to any non-public 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, its Affiliates, or a third party, related to the actual or anticipated business, research, or development of the Company, any of its Affiliates, any customer or supplier of the Company or of its Affiliates, or of 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, Inventions, 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 by the Company and after its termination, 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.

10. **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.

11. **Additional Legal Exceptions to Non-Disclosure Obligations.** In addition, nothing in this Agreement in any way prohibits or is intended to restrict or impede, and shall not be interpreted or understood as restricting or impeding, me from: (i) exercising my rights under Section 7 of the National Labor Relations Act (NLRA) (including with respect to engaging in concerted activities for the purpose of collective bargaining or other mutual aid or protection, discussing terms and conditions of employment, working conditions, speaking with current or former co-workers regarding terms and conditions of employment, filing with the National Labor Relations Board (NLRB) an unfair labor practice charge, assisting a current or former co-worker with the filing of a charge, providing information to the NLRB, assisting with the NLRB’s investigation or litigation of a charge, or otherwise engaging in protected conduct); or (ii) otherwise disclosing or discussing truthful information about unlawful employment practices (including unlawful discrimination, harassment, retaliation, or sexual assault).

12. **Contributions to Collaborations with Third Parties and Non-Company Projects.** I understand there may be occasions where I will be engaged in work requiring me to share Inventions with, 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 any Inventions under such circumstances.

13. **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 of my engagement, 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 of my engagement, I will return to the Company all Company Property, and I will not take with me or retain any Company Property.

14. No Breach of Prior Agreements. I represent that: (i) I have disclosed, or will disclose prior to the commencement of my engagement by the Company, all agreements that may purport to restrict my engagement by 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.

15. Not Employment. I understand that I am not an employee of the Company and this Agreement does not constitute a contract of employment or obligate the Company to engage me as a contractor for any stated period of time. 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.

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

17. Conflicts of Interest. 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 employment or activity that would: (i) divert from the Company any business opportunity in which the Company can reasonably be expected to have an interest; (ii) directly compete with the current or future business of the Company; or (iii) otherwise conflict with the Company's interests.

18. Termination Certification; Notification. Upon termination of my engagement with the Company, I agree: (i) to complete, sign, and deliver to the Company the Termination Certification attached as Exhibit C; and (ii) that the Company, during and after the termination 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.

19. 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.

20. Governing Law; Severability. This Agreement is intended to supplement, and not to supersede, any rights the Company may have in law or equity with respect to the duties of its contractors and the protection of its trade secrets. This Agreement will be governed by and construed in accordance with the laws of the state in which I last resided while engaged with the Company, 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.

21. Counterparts; Electronic Signatures. 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. Execution of a PDF copy will have the same force and effect as execution of an original, and an electronic signature or a copy of a signature will be equally admissible in any legal proceeding as if an original.

22. 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.

23. Amendment and Waiver. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by me and a duly authorized representative of the Company. 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.

24. 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 under this Agreement, whether voluntarily or by operation of law, except with the prior written consent of the Company.

25. Survival. The obligations I have undertaken in this Agreement will survive the date my engagement by the Company terminates, and no dispute regarding any other provisions of this Agreement or regarding my engagement or the termination of my engagement will prevent the operation and enforcement of these obligations.

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

Neil Armstrong, Chief People Officer

Name & Title

Name (Please Print)

Date

Exhibit A

LIST OF EXCLUDED INVENTIONS

<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 or improvements

_____ Additional sheets attached

Signature of Contractor: _____

Print Name of Contractor: _____

Date: _____

Effective Date: First date of my engagement by the Company.

Exhibit B

EXCLUSIONS UNDER STATE LAW

Nothing in this Exhibit B is intended to state or imply that Contractor is an employee of the Company. As set forth in Section 15 of the Agreement, Contractor is at all times a contractor and, furthermore, understands and agrees that this Agreement does not create, and is not intended to create, an employer-employee relationship or any other relationship other than that of a contractor. Regardless, the Company intends for the following laws (which typically apply only to employees) to apply to Contractor. To the extent that Contractor lives in California, Delaware, Illinois, Kansas, Minnesota, Nevada, New Jersey, New York, North Carolina, Utah, or Washington, or this Agreement would be subject to their laws, the provisions of this Agreement requiring assignment of Inventions to the Company do not, and will not, apply to any Invention that qualifies for exclusion under the laws of each applicable state, as follows:

California: “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: (i) 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 (ii) result from any work performed by the employee for the employer.” (Cal. Lab. Code § 2870.)

Delaware: “Any provision in an employment agreement which provides that the employee shall assign or offer to assign any of the employee's rights in an invention to the employee's employer shall not apply to an invention that the employee developed entirely on the employee's own time without using the employer's equipment, supplies, facility or trade secret information, except for those inventions that: (1) Relate to the employer's business or actual or demonstrably anticipated research or development; or (2) Result from any work performed by the employee for the employer.” (Del. Code tit.19 § 805.)

Illinois: “A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.” (765 ILCS 1060/2.)

Kansas: “Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer shall not apply to an invention for which no equipment, supplies, facilities or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless: (1) the invention relates to the business of the employer or to the employer's actual or demonstrably anticipated research or development; or (2) the invention results from any work performed by the employee for the employer.” (Kan., Stat. § 44-130.)

Minnesota: “Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer shall not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (1) which does not relate (a) directly to the business of the employer or (b) to the employer's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.” (Minn. Stat. § 181.78.)

Nevada: “Except as otherwise provided by express written agreement, an employer is the sole owner of any patentable invention or trade secret developed by his or her employee during the course and scope of the employment that relates directly to work performed during the course and scope of the employment.” (Nev. Rev. Stat. § 600.500.)

New Jersey: “(1) Any provision in an employment contract between an employee and employer, which provides that the employee shall assign or offer to assign any of the employee's rights to an invention to that employer, shall not apply to an invention that the employee develops entirely on the employee's own time, and without using the employer's equipment, supplies, facilities or information, including any trade secret information, except for those inventions that: (a) relate to the employer's business or actual or demonstrably anticipated research or development; or (b) result from any work performed by the employee on behalf of the employer. (2) To the extent any provision in an employment contract applies, or intends to apply, to an employee invention subject to this subsection, the provision shall be deemed against the public policy of this State and shall be unenforceable.” (N.J. Stat. § 34:1B-265.)

New York: “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: (a) 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 (b) result from any work performed by the employee for the employer.” (N.Y. Lab. Law §203-F.)

North Carolina: “Any provision in an employment agreement which provides that the employee shall assign or offer to assign any of his rights in an invention to his employer shall not apply to an invention that the employee developed entirely on his own time without using the employer's equipment, supplies, facility or trade secret information except for those inventions that (i) relate to the employer's business or actual or demonstrably anticipated research or development, or (ii) result from any work performed by the employee for the employer. To the extent a provision in an employment agreement purports to apply to the type of invention described, it is against the public policy of this State and is unenforceable. The employee shall bear the burden of proof in establishing that his invention qualifies under this section.” (N.C. Gen Stat. § 66-57.1.)

Utah: “(1) An employment agreement between an employee and his employer is not enforceable against the employee to the extent that the agreement requires the employee to assign or license, or to offer to assign or license, to the employer any right or intellectual property in or to an invention that is: (a) created by the employee entirely on his own time; and (b) not an employment invention. (2) An agreement between an employee and his employer may require the employee to assign or license, or to offer to assign or license, to his employer any or all of his rights and intellectual property in or to an employment invention. (3) Subsection (1) does not apply to: (a) any right, intellectual property or invention that is required by law or by contract between the employer and the United States government or a state or local government to be assigned or licensed to the United States; or (b) an agreement between an employee and his employer which is not an employment agreement.” (Utah Code § 34-39-3(1)-(3).)

Washington: “(1) A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable. (2) An employer shall not require a provision made void and unenforceable by subsection (1) of this section as a condition of employment or continuing employment. (3) If an employment agreement entered into after September 1, 1979, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work preformed [performed] by the employee for the employer.” (Wash. Rev. Code § 49.44.140.)

Exhibit C

TERMINATION CERTIFICATION

By signing below, I agree and confirm the following:

1. I have reviewed the Contractor Invention Assignment and Confidentiality Agreement (“**Agreement**”) signed by me and I have complied with and will continue to comply with all of its terms.
2. I do not have in my possession, and I have returned to Mercedes-Benz Research & Development North America, Inc. (the “**Company**”), all Company property, including **Confidential Information** (as defined in the Agreement), devices, documents, supplies, equipment, and other physical property relating to my work with the Company.
3. I agree that, except as outlined in the Agreement, I will not, at any time, use or disclose any Confidential Information without the prior written consent of the Company.
4. I notified the Company in writing of all **Inventions** (as defined in the Agreement) that I made, created, conceived or first reduced to practice, either alone or jointly with others, during the period of my engagement by the Company.

On termination of my engagement with the Company, I will be employed by _____ in the _____ division. I will be working in connection with the following projects (please ensure that you do not provide any trade secret or confidential information and you comply with all nondisclosure obligations owed to third parties):

To be signed upon termination of my engagement with the Company.

Contractor	E-Mail and Mailing Addresses for Future Notifications
_____ Signature	_____ Email Address
_____ Name (Please Print)	_____ Mailing Address Line 1
_____ Date	_____ Mailing Address Line 2