



**ASU INSTITUTE FOR ADVANCED HEALTH TECHNOLOGY
AGREEMENT ON CONFIDENTIALITY, TRADE SECRETS AND INVENTIONS**

For Employee, Director, ASU Faculty Member, Consultant, Advisor, Intern, Student, Volunteer, Guest.

This Agreement is between The ASU Institute for Advanced Healthcare Technology its successors and assigns (individually and collectively, “The Institute”) and the undersigned Employee, Director, ASU faculty member, Consultant, Advisor, Intern, Student, Volunteer, Guest (Herein the “Individual”). It is entered into as a condition of the Individual’s employment/involvement paid or free gratis with the Institute, to protect and preserve the Institutes right in various intellectual property, confidential information, and commercial assets.

1. CONFIDENTIALITY. In the course of the Individuals employment/Involvement with the Institute, The Individual may be making use of, acquiring, or adding to Institutes’s valuable confidential information and trade secrets. The promises contained in this section are not intended to preclude the Individual from being gainfully employed by another or on the Individual’s own, but are intended to prohibit the Individual from using the confidential or proprietary information described herein in a manner that is not for the Educational or economic benefit of the Institute.

A. PROTECTED INFORMATION. Protected Information means Institute information not generally known to, and not readily ascertainable through proper means by, Institute’s competitors on matters such as Client or research partner identities and Client or research partner information (Including prior transaction history) ; the relative skills, experience, compensation, and incentives of the Institute’s other employees; Institute’s financials; future research and commercialization plans; pricing plans; patents, patents pending, patent applications; Commercial know-how, and Trade Secrets and Marks; and other information of an operational, technical, or economic nature relating to Institute’s purpose of providing and developing Genetic Bioinformatic Services and products including but not limited to Genetic Sequencing, Next Generation Genetic Sequencing, Off Target Analysis (OTA) and Gene Edit BioDesign and other Genetic or Microbiome search engine applications. (The term “client or research partner” means all organizations using, purchasing, licensing, or distributing the Institute’s research, products and services or entities with whom the Institute is developing for or partnering with in the Institute in the course of research or commercialization. Protected information also includes negative know-how, which is information about what the Institute tried that did not work, if that information is not generally known or easily ascertainable by company’s competitors and would give them an advantage in knowing what not to do. Information, data, and materials received by Institute from others in confidence
(Continued on Page 2)



(or subject to nondisclosure or similar covenants) shall also be deemed to be and shall be Protected information.

Notwithstanding the foregoing, Protected Information shall NOT include information that an Individual can prove 1) was in the public domain, being publicly and openly known through lawful and proper means 2) Was approved by the company for use and disclosure by the Individual without restriction. Or 3) is disclosed to the Individual without restrictions by a third party which, to the Individual's knowledge after reasonable inquiry, is not bound by any restrictions not to disclose.

B. PROMISES. Individual acknowledges that he or she would not have access to Institutes's Protected Information but for his or her involvement with the Institute. The Individual makes the following promises regarding the Institute's Protected Information.

i. PROMISE TO PROTECT. Individual promises to protect and maintain the confidentiality of the Institute's Protected Information while involved with the company. Individual will follow all company policies and procedures for the protection and security of information. Individual will also immediately report to management potential or actual security breach or loss.

ii. PROMISE TO RETURN. Individual agrees to return and to not retain any and all materials reflecting Protected Information that he or she may possess (as well as all Institute-owned equipment and materials) immediately on termination or cessation of involvement.

iii. PROMISE NOT TO USE OR DISCLOSE. Individual agrees to not use or disclose, except as required by law, any Protected Information for a period 10 years from the voluntary or involuntary termination of employment or cessation of involvement with the Institute for any reason whatsoever, where such use or disclosure would be detrimental to the interests of the Institute.

C. TRADE SECRETS. Nothing in this Agreement diminishes or limits any protection granted by law to trade secrets or relieves Individuals of any duty not to disclose, use, or misappropriate any information that is a trade secret, for as long as such information remains a trade secret.

D. REQUIRED DISCLOSURE. If Individual is requested or required to provide Protected Information in any legal proceeding or governmental investigation, Individual will promptly notify Company of the request so that Company may either seek an appropriate protective order or waive Individual's obligations under this Agreement.



E. REASONABLE RESTRICTIONS. Individual agrees that the terms and conditions of this Confidentiality section are reasonable and necessary for the protection of the Institute's purpose and to prevent damage or loss to the institute as the result of action taken by an individual. Individual acknowledges that he or she could continue to actively pursue his or her career and earn sufficient compensation without breaching any of the restrictions contained in this section.

2. OWNERSHIP RIGHTS. In the course of his or her employment or involvement with the Institute, Individual may be creating, designing, drafting, developing, or adding to Institute's trade secrets, inventions, or copyrights. Individual shall promptly communicate all such work product to Institute.

A. INVENTIONS. Any design, improvement, discovery, computer program, software program, algorithm, web design, know-how, product or service idea, whether or not patentable or subject to copyright protection, developed by Individual during his or her period of engagement with the Institute shall be considered a "Institute invention" that belongs to The Institute. if it: (a) involved the use of working time; (b) involved the use of Institute's funding, equipment, supplies, facilities, trade secrets or Protected Information; (c) at the time conceived or first reduced to practice, related to Institute's current or planned research or commercial activities; or (d) resulted from work performed for Institute (collectively, "Institute Inventions"). Individual assigns and agrees to assign to Institute, and the Institute accepts and agrees to accept, Individual's entire right, title, and interest in all Institute Inventions (as just defined), and any intellectual property right arising therefrom.

B. COPYRIGHTS. Any code or algorithm, written, created, designed, discovered, or drafted by Individual for Institute or connected to Individual's employment/involvement with the Institute shall be considered a work for hire and the property of the Institute. With respect to all intellectual property that is first created and prepared by Individual that is not covered by the definition of a "work made for hire" under 17 U.S.C # 101 of the U.S. Copyright Act of 1976, such that Employee would be regarded as the copyright author and owner, Individual hereby assigns and agrees to assign to the Institute, and the company accepts and agrees to accept, Individual's entire right, title, and interest in and to such works, including all copyrights therein.



C. TRADE SECRETS. Any trade secret (as defined by law) developed by Individual during his or her period of employment/involvement with the Institute shall belong to Institute if it : (a) involved the use of working time; (b) involved the use of Institute funding, equipment, supplies, facilities, trade secrets or Protected information; (c) at the time conceived or first reduced to practice, related to Institutes's current or planned research or commercial activities; or (d) resulted from work performed for the Institute. Individual agrees to assign to The Institute all rights in all Institute Trade Secrets (as just described) and any patent rights arising therefrom.

D. COOPERATION. When requested by the Institute, during or after employment/involvement, individual will support and cooperate with the Institute in pursuing any patent, copyright, or

E. trade secret or other intellectual property protection in the United States and foreign countries for any Institute Invention, work for hire, or Company Trade Secret. Individual will sign such assignments or other documents as considered necessary by the Institute to convey ownership and exclusive rights, including patent rights, to the Institute. The cost of obtaining and defending patent and copyright rights shall be paid by the Institute, and the Company shall pay reasonable compensation to Individual for his/her services under this paragraph if Individual is not the employed/engaged with the Institute.

f. PRIOR INVENTIONS. Individual has attached as Exhibit A a list describing all inventions, patents, original works of authorship, developments, improvements, and trade secrets which were made by me (Individual) prior to my employment/involvement with Institute, which belong to Individual and which are not assigned to the Institute hereunder (collectively referred to as "Prior Inventions"). If no such list is attached, Individual represents and warrants that there are no such Prior Inventions. If, in the course of employment/involvement with the Institute, Individual incorporates any Prior Inventions into any work for hire, Institute Invention, or Institute Trade Secret, Employee grants Institute an irrevocable ,worldwide, fully paid up, royalty free, non-exclusive license, with the right to sublicense through multiple tiers , to make, use, sell, improve, reproduce, distribute, perform, display, transmit, manipulate in any manor, adopt, create derivative versions based upon, and otherwise exploit or utilize in any manner the prior invention so incorporated.

G. NOTICE OF LIMITS TO ASSIGNMENTS. The provisions of this section 2 do not apply to any work product that Individual developed entirely on his or her own time without using Institute funding, equipment, supplies facilities, trade secrets or Protected Information, unless the work product (1) relates to Institutes's research or commercial activities or to Institutes's actual or demonstrably anticipated research or development or commercial activities, or (2) results from any work performed by Individual for Institute.



3. NON-INTERFERENCE WITH EMPLOYEES. Individual agrees that during his/her employment/engagement with Institute, and for a period of two (2) years from the termination/cessation (for any reason) of his/her employment/engagement with Institute, Individual shall not, either personally or in conjunction with others either (a) solicit, interfere with, or endeavor to cause any employee of Institute to leave such employment or (b) otherwise induce or attempt to induce any such Individual to terminate employment/engagement with Institute. For purposes of this paragraph Individual shall mean employee (Full time/Part time), a person retained under contract, Sales person on commission only, any person or agent with commission compensation or otherwise engaged to provide services on behalf of the company at any time within the six (6) month period immediately prior to termination/cessation of Individuals employment/engagement. Nothing in this paragraph is meant to prohibit an employee of Institute that is not a party to this Agreement from becoming employed by another organization or party.

4. NOTICE OF AGREEMENT. Individual agrees that he or she give notice of this agreement and Individuals obligations to comply with its terms to any person or organization the Individual may become associated with during the first year after the termination or cessation of the Individuals employment or involvement with Institute. Individual further Agrees that the Institute may, if it desires, send a copy of this agreement to, or otherwise make the provision thereof known to any such person, firm or entity during that time.

5. REPRESENTATIONS. Individual represents and warrants that he or she is free to enter into this Agreement and is not currently subject to any agreement or other obligation that would prevent individual from engaging in the conduct contemplated by this Agreement. Individual further represents and warrants that he or she will not divulge or use any confidential information or trade secrets of another, including any prior employer, in the course of performing any services for company.

6. CHOICE OF LAW. This agreement shall be governed by and construed in accordance with the laws of the state of Alabama. The parties hereto expressly agree to service of process by certified mail.



INSTITUTE OF ADVANCED HEALTH TECHNOLOGY

32 COMMERCE ST. 4TH FLOOR, MONTGOMERY, AL 36104

EXHIBIT A.

INDIVIDUAL'S LIST OF PRIOR INVENTIONS, ORIGINAL WORK OF AUTHORSHIP, PATENTS, PATENTS PENDING, TRADEMARKS.
(Including those owned by a controlled entity)

TITLE	DATE	IDENTIFYING NUMBER/DESCRIPTION
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PLEASE CIRCLE ONE THAT FITS YOUR INDIVIDUAL STATUS

Employee. Director, ASU Faculty member, Consultant, Advisor, Intern, Student, Volunteer, Guest

PLEASE SIGN, DATE AND INITIAL EACH PAGE.

SIGNED _____ PRINT NAME _____ DATE _____