



**TE CONNECTIVITY LTD**  
**EMPLOYEE CONFIDENTIALITY AND INVENTION ASSIGNMENT**  
**AGREEMENT**

849 (12/16)

In partial consideration of my employment by TE Connectivity, Ltd and/or any of its affiliates or subsidiaries (individually and collectively, "TE") and, as part of the performance of the duties of such employment, including my access to confidential information of TE, its customers and suppliers, as well as to business opportunities of TE, I agree as follows:

- 1. TE Confidential Information.** "TE Confidential Information" is information developed, created, or discovered by TE that has value to TE's business and is not known to TE's competitors or by the general public, or is otherwise proprietary or confidential to TE. TE Confidential Information may include, but is not limited to, data, know-how, manufacturing methods, formulas, algorithms, computer programs, processes, designs, sketches, photographs, plans, drawings, product concepts, improvements, specifications, samples, reports, laboratory notebooks, vendor names, customer and prospective customer names, distributor names, cost and pricing information, market definitions, business plans, marketing plans, financial plans, customer and prospective customer development information and strategies, business development opportunities, sales methods, inventions, trade secrets, ideas, research and development activities and plans, and employee and/or personnel information, including compensation, skill, and areas of expertise.
- 2. Obligation of Confidentiality.** I agree, both during and after my employment with TE, to keep TE Confidential Information secret. I agree not to disclose, record, or in any way make use of TE Confidential Information for so long as such information remains non-public, except as required in the performance of my duties and responsibilities as an employee of TE and under conditions that protect the TE Confidential Information consistent with the terms of this Agreement. I also agree not to remove or otherwise transmit TE Confidential Information from TE's premises or possession without the consent of an authorized TE representative. Further, I agree to keep secret any third party information, including, but not limited to, information received by TE from customers, prospective customers, and suppliers, to which I am given access that is covered by a confidentiality agreement between TE and the third party, adhering to the terms of the agreement between TE and the third party.
- 3. Immunity and Non-retaliation.** Pursuant to the Defend Trade Secrets Act of 2016, I understand that: an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret or TE Confidential Information 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 that is filed under seal in a lawsuit or other proceeding.  
  
Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets or Confidential Information to the attorney and use the trade secret information or Confidential Information in the court proceeding if the individual: (a) files any document containing the trade secret or Confidential Information under seal; and (b) does not disclose the trade secret or Confidential Information, except pursuant to court order.
- 4. TE Property.** All TE Confidential Information, as well as all patents, patent rights, copyrights, copyrightable works, trade secret rights, trademark rights, and other rights (including, without limitation, intellectual property rights) anywhere in the world related to TE Confidential Information, is, and shall be, the sole and exclusive property of TE. I hereby assign to TE any and all rights, title, and interest I may have or acquire in such TE Confidential Information and related rights. I agree to deliver all TE Confidential Information, including all copies or computer records thereof, along with any other TE property, to TE on or before my last day of employment with TE and agree thereafter not to make any written record of such Confidential Information nor to make use of such Confidential Information.
- 5. Loyalty.** I agree to conduct myself at all times for the benefit of TE, to never knowingly take any action inconsistent with TE's best interest, and to refrain from performing any work or services for any third person or concern, including self-employment, with respect to any matter that relates to or conflicts with TE business without the prior written consent of an authorized TE representative.
- 6. Inventions.** I agree that all inventions, including, but not limited to, improvements, and all know-how, processes, techniques, formulas, ideas, circuits, designs, trademarks, trade secrets, and copyrightable works ("Inventions") which result from work performed by me on behalf of TE or from access to TE Confidential Information or property shall be the property solely of TE. I agree, both during and after my employment with TE, to disclose promptly and in writing, to the individual designated by TE or to my immediate supervisor, all Inventions that I, either solely or jointly with others, make, author, discover, develop, conceive, and/or reduce to practice derived from TE Confidential Information. I hereby assign and agree to assign to TE or its designee, without further consideration, my entire right and interest in and to all Inventions, including all rights to obtain, register, and enforce patents, copyrights, mask work rights, and other intellectual property protection for Inventions. I agree to execute all documents reasonably necessary to perfect such intellectual property rights and the assignment of those rights to TE or its designee. I further agree to assist TE (at TE's expense), both during the term of my employment and for a period of twelve (12) months thereafter, in obtaining, protecting, and/or enforcing patents, copyrights, or other forms of Inventions.

7. **Patent Applications.** As a TE employee, after the filing of any original patent application covering any invention of which I am a named inventor, I am eligible to participate in any applicable TE inventor award program.
8. **Excluded Inventions.** Attached is a list of all inventions which have been conceived and/or reduced to practice by me prior to my employment by TE and which I desire to exclude from this Agreement. If no list is attached to this Agreement, no inventions exist to be excluded at the time of the signing of this Agreement. For California employees, the text of California Labor Code Section 2870 is attached.
9. **Former Employer Information.** I represent that my performance of all the terms of this Agreement and as an employee of TE does not and will not breach any agreement to keep in confidence any confidential or proprietary information, knowledge, or data acquired by me in confidence or in trust prior to my employment by TE. I will not disclose to TE, nor induce TE to use, any confidential or proprietary information, data or material belonging to any previous employers or others.
10. **Non-Solicitation.** I agree, both during my employment and for a period of twelve (12) months thereafter, and to the extent permitted by applicable local law, not to directly or indirectly solicit, recruit, or encourage any employees or consultants to leave the employ of TE, nor to directly or indirectly encourage any customers or suppliers to refrain from or stop doing business with TE, either on my own behalf or on behalf of any other person or entity.
11. **No Contract of Employment.** I agree that this Agreement is not a contract of employment, and no rights to employment, continued employment, advancement, or reassignment are hereby created. I also understand that my employment with TE is at-will, which means that either I or TE may terminate the relationship with or without cause at any time without notice for any or no reason, and nothing in this Agreement alters this relationship.
12. **Governing Law.** This Agreement shall be governed by and construed under the laws of the jurisdiction in which I work.
13. **Severable Provisions.** In the event any one or more of the provisions, or portions thereof, contained or referenced in this Agreement shall for any reason be invalid, illegal, or unenforceable, such circumstances shall not affect any other provision hereof and this Agreement shall continue in full force and effect and be construed as if such provision, to the extent that it is invalid, illegal or unenforceable, had never been contained herein.
14. **Reformation of Provisions.** Should any court of competent jurisdiction determine that any provision of this Agreement is unenforceable, the parties agree that the court should modify the provision to the minimum extent necessary to render said provision enforceable.
15. **Attorneys' Fees and Remedies.** If there is litigation related to this Agreement, the prevailing party will be entitled to recover attorneys' fees and other costs actually and reasonable incurred. Either party may seek an injunction to restrain any actual or threatened breach of this Agreement by the other.
16. **Assignability.** TE may assign its rights hereunder in connection with a transfer of all or any part of its business operations or otherwise to any affiliate, subsidiary, parent or successor of TE; however, any corporate parents, subsidiaries or affiliates of TE, which is benefited by this Agreement, may enforce this Agreement without need for any assignment of this Agreement.

**Entire Agreement.** This Agreement constitutes the entire agreement between the parties related to the subject matter herein. No future agreement or understanding may modify or supplement this Agreement, unless confirmed in writing and signed by you and a duly authorized representative of TE.

I acknowledge that TE regards the safeguarding of TE Confidential Information, the confidential information of third parties that TE receives in confidence, and TE Inventions to be vital to TE's interests. I further acknowledge that TE is relying on me to honor this duty to protect such TE Confidential Information and Inventions in employing me, and is entrusting me with access to TE Confidential Information, the confidential information of third parties, and TE business opportunities. Accordingly, by signing this Agreement I express my intent to be legally bound by the terms hereof.

I have not entered into, and I agree I will not enter into, any agreement, either written or oral, in conflict with this Agreement or in conflict with my employment with TE.

Employee Name (Print):

Employee Signature:

Date:

Checking the checkbox above is equivalent to a handwritten signature



**TE CONNECTIVITY LTD  
EMPLOYEE CONFIDENTIALITY AND INVENTION ASSIGNMENT  
APPENDIX**

849 (12/16)

California Labor Code § 2870 (2003)

§ 2870. Application of provision that employee shall assign or offer to assign rights in invention to employer

- (a) 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.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.