

## **ACKNOWLEDGMENT OF RIGHTS IN WORK PRODUCT**

THIS AGREEMENT is provided by me (the undersigned) for the benefit of

\_\_\_\_\_ its subsidiaries, affiliates, successors and assigns (collectively, the "Owner") and serves as a legally binding acknowledgment and assignment of the ownership of all "Work Product" (as defined below) that Owner may encounter.

For purposes of this Agreement, "Work Product" shall mean all intellectual property rights, including all trade secrets, U.S. and international copyrights, patentable inventions, and other intellectual property rights in any programming, documentation, technology or other work product that is created in connection with my Work. In addition, all rights in any preexisting programming, documentation, technology or other work product provided to Owner during the course of my employment or engagement shall automatically become part of the "Work Product" hereunder, whether or not it arises specifically out of "Work." "Work" shall mean (i) any direct assignments and required performance by or for Owner, and (ii) any other productive output that relates to the business of Owner and is produced during the course of my employment or engagement by Owner. For this purpose, "Work" may be considered present even after normal working hours, away from Owner's premises, on an unsupervised basis, alone or with others. Unless otherwise provided in a subsequent writing signed by Owner, this Agreement shall apply to all Work Product created in connection with all Work conducted before or after the date of this Agreement.

Owner shall own all rights in the Work Product. To this end, all Work Product shall be considered work made by me for hire for Owner. If any of the Work Product may not, by operation of law or agreement, be considered work made by me for hire for Owner (or if ownership of all rights therein do not otherwise vest exclusively in Owner), I agree to assign, and upon creation thereof automatically assign, without further consideration, the ownership thereof to Owner. I hereby irrevocably relinquish for the benefit of Owner and its assigns any moral rights in the Work Product recognized by applicable law. Owner shall have the right to obtain and hold, in whatever name or capacity it selects, copyrights, registrations, and any other protection available in the Work Product.

I agree to perform upon the request of Owner, during or after my Work, such further acts as may be necessary or desirable to transfer, perfect and defend Owner's ownership of the Work Product, including by (i) executing, acknowledging and delivering any requested affidavits and documents of assignment and conveyance, (ii) obtaining and/or aiding in the enforcement of copyrights, trade secrets, and (if applicable) patents with respect to the Work Product in any countries, and (iii) providing testimony in connection with any proceeding affecting the rights of Owner in any Work Product.

During the course of my employment or engagement and afterwards, I agree not to use or disclose any trade secrets of Owner at any time except as necessary to perform my duties for Owner. Under the law, a "trade secret" is a type of intangible property, the theft (i.e., misappropriation) of which is a tort and crime in

most states. It does not have to be in written form to be protected. A trade secret generally consists of valuable, secret information or ideas that Owner collects or uses in order to keep its competitive edge (including confidential information supplied to Owner by its customers, clients, vendors or agents). Examples of trade secrets are such technical information as manufacturing or operating processes, equipment design, product specifications, computer software in source code form, and other proprietary technology, and such business information as selling and pricing information and procedures, customer lists, business and marketing plans, and internal financial statements. These restrictions do not apply to any information generally available to the public or any information properly obtained from a completely independent source.

I warrant that my Work for Owner does not and will not in any way conflict with any remaining obligations I may have with any prior employer or contractor. I also agree to develop all Work Product in a manner that avoids even the appearance of infringement of any third party's intellectual property rights.

Upon the request of Owner and, in any event, upon the termination of my Work, I will leave with Owner all memoranda, notes, records, drawings, manuals, disks or other documents, equipment and media pertaining to Owner's business or my Work or containing any Work Product (including all copies thereof). I agree to certify in writing, upon Owner's request, that such action has been completed.

This Agreement does not supersede or modify any other agreement or other obligation concerning any other consistent aspect of the terms of my

Work. This Agreement may not be modified or waived except pursuant to a written instrument signed by Owner.

This Agreement shall be governed by Florida law.

EMPLOYEE/CONTRACTOR:

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Company (if applicable)

\_\_\_\_\_  
Signature

SSN/Tax ID No: \_\_\_\_\_

Current Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_