



## EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTION AGREEMENT

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(Last)

(First)

(Middle)

(Social Security Number)

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(Location)

In consideration of my continuing employment with Volvo Group North America, Inc. or by any of its existing or future subsidiaries or affiliates (hereinafter jointly and severally call the "Company"). I hereby agree:

1. To devote my best efforts to the service of the Company while employed by the Company, to perform such duties as may be assigned to me and not to engage in other employment and/or activities that conflict with or impair my obligations as an employee of the Company.
2. That I will not, during or at any time after the period of my employment by the Company, use for myself or others or divulge or convey to others any information, knowledge, data or property of a proprietary, secret or confidential nature relating to the Company's business in any way obtained by me while employed by the Company, other than published material properly in the public domain, unless limited to information, knowledge, data or property concerning any method or process, product or apparatus manufactured, used, developed or investigated by the Company.
3. That all drawings, blueprints, manuals, letters, reports, memoranda, notes, notebooks, and all other documents or materials of a proprietary, secret or confidential nature (and all copies thereof) relating to the Company's business in any way obtained by me while employed by the Company shall be delivered by me to the Company upon termination of employment or at any time on the Company's request together with my written certification of compliance. This includes but is not limited to documents or other materials concerning any method or process, product or apparatus manufactured, used, developed, and investigated by the Company.
4. To disclose to the Company promptly and fully any invention, discovery or improvement, whether patentable or not, hereafter made or conceived solely or jointly by me while employed by the Company and which relates in any manner to the business or activities of the Company or is suggested by or results from any duties assigned to me or work performed by me for or on behalf of the Company.
5. That all inventions, discoveries or improvements relating to the Company's business or activities conceived or made solely or jointly by me while employed by the Company shall be the Company's property. Any invention relating to the Company's business disclosed by me to third parties within one (1) year following the termination of my employment by the Company, shall be deemed to fall within this provision, unless proved to have been conceived and made following such termination.
6. When requested by the Company, whether during or subsequent to my employment, to execute patent applications and other instruments considered necessary by the Company to apply for and obtain Letters of Patent of the United States of America or any other country with respect to inventions, discoveries or improvements, patent applications, and patents provided, however, that the Company shall bear all expenses connected with such patents, patent applications, and maintenance of patent protections, and if services in connection therewith are performed by me at the request of the Company after termination of employment, the Company shall pay reasonable compensation for such post-employment services.



I hereby represent (I) that to the best of my knowledge there is no other agreement to assign inventions that is not in existence between myself and any other person, corporation or partnership unless a copy of such agreement is attached hereto and (II) that in the space provided below is a complete list of all inventions, discoveries, and improvement, if any, patented or unpatented, including a brief description thereof, which I conceived or made prior to my employment by the Company and which are to be excluded from this Agreement.

I hereby acknowledge receipt of a copy of this Agreement (I) that with respect to the subject matter hereof it is my entire Agreement with the Company, superseding any prior oral or written communications, representations, understandings or agreements with the Company or any official or representative thereof, (II) that my obligations under this Agreement shall continue beyond the termination of my employment by the Company with respect the inventions, discoveries, and improvements conceived or made by me during the period of such employment, and (III) that this Agreement shall be binding upon my heirs, executors, administrators or other legal representatives or assigns.

I further acknowledge that I have been advised that pursuant to the Defend Trade Secrets Act of 2016, I shall be immune liability for disclosing trade secrets under any of the following circumstances : 1) the disclosure is to a governmental official or an attorney for the purpose of reporting a suspected violation of the law; 2) the disclosure is in a complaint or other document filed in a lawsuit or other proceeding , when filed under seal ; or 3) the disclosure is to the court or an attorney in a lawsuit for retaliation by an employer for reporting a suspected violation of law, provided any documents containing the trade secret are filed under seal.

SIGNED: \_\_\_\_\_  
(Employee's Full Name)

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
(Employee's Supervisor or Other Company Representative)

PRIOR INVENTIONS, DISCOVERIES, AND IMPROVEMENTS NOT COVERED BY THIS AGREEMENT:

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