

## Employee Innovation and Proprietary Information Agreement (EIPIA) (the "Agreement")

TO: GENERAL ELECTRIC COMPANY (hereinafter referred to as "Company". "Company" may also refer to other legal entities as hereinafter specified). In consideration of my employment or previous and on-going employment by Company (and my employment or previous and on-going employment by General Electric Company and any parent, directly or indirectly controlled subsidiary or affiliate of Company in the United States (collectively "Affiliates")), and the compensation paid to me by Company, I ("employee") understand and agree:

- (a) to disclose and assign, and do hereby assign, to Company (or as Company may direct) as its exclusive property, all inventions, discoveries, innovations, improvements, trade secrets, technical or business information, and intellectual property which I may solely or jointly develop, conceive, reduce to practice or author during the period of my employment that: (1) relate to the business or the present or demonstrated or reasonably foreseeable future research or development of Company or its Affiliates, (2) result from or are suggested by any work I may do for Company or its Affiliates, or (3) are otherwise made through the use of Company, or its Affiliates, time, equipment, supplies, facilities, material or secret\* or confidential\* information ("Company IP"). To the extent any court of competent jurisdiction finds that any provision of this paragraph is unenforceable, this paragraph shall be interpreted to impose only the maximum permissible assignment obligation. **NOTICE:** This notice required by CA, IL, KS, MN and WA, and other states, notifying employees that they are not obligated to assign to Company any rights in an invention that employee developed entirely on his/her own time without using Company's equipment, supplies, facilities, material or trade secret information unless those inventions: (1) relate to Company's business or actual or demonstrably anticipated research or development of Company at time invention was made; or (2) result from any work performed by employee for Company.];
- (b) that all original works of authorship made by me (solely or jointly with others) within the scope of my employment or prior and on-going employment and are protectable by copyright are "works made for hire," as defined in 17 U.S.C. Sec.101 and I further agree, to the extent any such sole or joint work is determined not to be a "work made for hire," that I will disclose, and do hereby assign, to Company (or as Company may direct) as its exclusive property any such work of authorship and any copyright therein;
- (c) that if in the course of my employment or prior or on-going employment with Company, I incorporate into a Company product, process or machine any inventions, original works of authorship, developments, improvements and/or trade secrets that are owned or conceived by me or in which I have an interest ("Employee IP") and that is not already Company IP, I hereby grant Company and Company shall have a nonexclusive, transferrable, sublicensable, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Employee IP as part of any such Company product, process or machine;
- (d) to execute, upon Company's request, all necessary papers and to provide assistance (at Company's expense), during and subsequent to my employment, to enable Company to obtain for itself or its nominees (and to vest legal title in Company or its nominees in), patents, copyrights, or other legal protection for Company IP in any and all countries;
- (e) to make and maintain for Company adequate and current written records of all Company IP;
- (f) to promptly deliver to Company at its request, or upon any ending of my employment, all items or information belonging to Company or its Affiliates or that by their nature are for the use of Company employees only, including, without limitation, all materials that are of a secret\*, restricted\*, confidential\*, or proprietary\* nature ("Company Information");
- (g) not to use or disclose (except as my Company duties require), during or subsequent to my employment, any Company Information or any information of others that Company or its Affiliates are obligated to maintain in confidence;
- (h) **that nothing herein prevents me from reporting, in confidence and in good faith, potential violations of law to relevant government authorities or to a court;**
- (i) not to disclose or use in my work with Company any confidential or proprietary information of others (including any prior employers), or any inventions or innovations of my own that are not included within the scope of this Agreement;
- (j) that if any Company Information has been stored on a personal device, I will make Company aware of the device and make the device available to Company for removal and copying of the information from the device;
- (k) that any breach or threatened breach of this Agreement may cause irreparable harm to Company which cannot be fully compensated by money, and Company shall be entitled to injunctive or other equitable relief as may be permitted by law;

- (l) that Company may review, audit, monitor, intercept, access and disclose information processed or stored on Company equipment and systems, or on personally-owned devices permitted Company network access, to protect the security of Company, maintain proper operations of Company equipment and networks, and assure compliance with Company policies, applicable law, regulatory requirements and business obligations; and/or for any other reason permitted by local law and/or any agreements with works councils or unions;
- (m) that my employment with Company is "at will" and that both Company and I have the right to terminate my employment at any time, with or without advance notice and with or without cause;
- (n) that, if at any time, I am an employee of General Electric Company or a controlled (either directly or indirectly) subsidiary or affiliate of General Electric Company in the United States, then with respect to, and for purposes of, such employment with any of these entities my obligations under this Agreement shall apply to all such employment;
- (o) that Company may, in the ordinary course of business, reproduce this original Agreement by any means and I hereby accept, acknowledge and recognize such reproductions as authentic and having the same force and effect as this original Agreement in lieu of this original Agreement and hereby accept (and will not object to) any use whatsoever by Company of such reproductions including, without limitation, admission and use in any proceeding before any agency, patent office, court or tribunal in any country;
- (p) that this Agreement supersedes and replaces, as of the date below, any prior existing agreement between Company and me relating to the same subject matter; however, regardless of the foregoing, this Agreement shall not supersede or replace any term of any agreement relating to non-compete obligations and/or post-employment restrictive covenants that I may have regarding Company and any related enforcement actions including recovery of attorneys' fees. This Agreement may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of Company. Discharge of my undertakings in this Agreement shall be an obligation of my executors, administrators, or other legal representatives or assigns. In the event that any court of competent jurisdiction concludes that any provision (or portion of any provision) of this Agreement is unenforceable because it conflicts with the law or public policy of that jurisdiction, the parties agree that the court should first narrow or otherwise interpret the provision to the extent necessary to conform it to the law or public policy of that jurisdiction. In the event that the court concludes that it is unable to narrow or otherwise interpret the provision so that it is not invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby; and
- (q) that this Agreement shall be governed by New York state law, without regard to the conflict of law provisions therein, unless I live and work in California at the time that I am hired and at the time when any dispute arises under this agreement, in which case that dispute will be governed by California law.

I represent that, except as stated below, I have no agreements with, or obligations to others, in conflict with the foregoing.

*\*These terms are used in the ordinary sense and do not refer to official classifications of the U.S. Government. The Company considers "secret", "restricted", "confidential" or "proprietary" any information that is not generally known, regardless of whether such information is in oral, written, machine readable or other form. When in doubt, assume that information is secret, restricted, confidential or proprietary until determined otherwise. Without limitation, examples of information that may be of a secret, restricted, confidential or proprietary nature are: drawings, manuals, notebooks, reports, models, inventions, formulas, processes, machines, compositions, software, accounting methods, business plans, information systems, customer and employee lists. For further information, consult Company's assigned legal counsel.*

**TYPE OR PRINT IN INK**

**Full Legal Name:** \_\_\_\_\_ **Single Sign-On No.:** \_\_\_\_\_

\_\_\_\_\_  
**Witness's Signature**

\_\_\_\_\_  
**Employee's signature (Full Legal Name)**

\_\_\_\_\_  
**Witness Name (Print)**

\_\_\_\_\_  
**Date Signed**

*Countersigned - Authorized Company Representative (Required only when this Agreement supersedes prior agreement)*

The following are the only agreements to which I am a party that may be in conflict with the obligations undertaken above:

\_\_\_\_\_