



214 N Trenton Avenue
Pittsburgh, PA 15221

412.731.4400
protohaven.org

CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT (hereinafter referred to as this "Agreement"), is made effective on _____, 2025 (the "Effective Date"), is made by and between Protohaven ("Company") and _____ with an address of _____ (hereinafter referred to as "Volunteer").

1. Non-disclosure of Confidential Information. Volunteer acknowledges that as an unpaid volunteer for Company, s/he will have access to, learn and may help Company develop Confidential Information. Volunteer agrees that Volunteer shall not misappropriate, use, disclose or make available to any person or entity outside of Company's organization any Confidential Information (as hereinafter defined) either during his/her with Company or after any termination of his/her work with Company (including termination without cause), except as required in the performance of Volunteer's duties for and on behalf of Company or by law. As used herein, the term "Confidential Information" shall mean all information concerning or related to the business, operations, financial condition or prospects of Company, regardless of the form in which such information appears and whether presently existing or developed hereafter, whether communicated orally, in writing, or learned by observation or otherwise, and/or whether or not such Confidential Information is marked "Confidential", and shall specifically include, but not be limited to: marketing plans, business plans, leases, expansion plans, the names, addresses, contact information, demographic information and banking information of present and past Protohaven employees, volunteers, donors, sponsors, and members, rate schedules, accounts, rate quotations, profit margins, sales, sales volume, cost data, financial statements, budgets, projections, estimates, billing, sales proposals, credit terms and nature of services provided to customers, customer lists, employee lists, business strategies, forecasts, business theories, service providers, computer programs, software, manuals, memoranda, marketing information, techniques, "know how", tax data, sales representatives, confidential information of any nature, and any information and/or materials not known to Company's competitors or in the public domain. "Confidential Information" also includes this Agreement.

For purposes of this Agreement, Confidential Information will not include information which is or may be, through no fault of Volunteer, generally available to the public or generally known throughout the industry in which Company is engaged.

To the extent that any unauthorized disclosure of Confidential Information violates the Federal Defend Trade Secrets Act, the Act provides for immunity from liability for confidential disclosure of a trade secret if the disclosure (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 filed in a lawsuit or other proceeding, if such filing is made under seal. 18 U.S.C. § 1832.

2. Volunteer's Agreements and Acknowledgements: Volunteer agrees and acknowledges that: (a) Volunteer is not a party to or subject to any contract, obligation, understanding, order or decree which would limit or affect Volunteer's ability to fully perform any of Volunteer's duties; (b) Volunteer's work with Company will not require Volunteer to disclose or use any trade secrets or confidential information of any of Volunteer's former employers and Volunteer will not do so; (c) Volunteer will act with complete loyalty to Company's interests, including its interest in its relationships with its existing and future customers, consultants, vendors, contractors, agents, Business Partners (as defined below) and representatives; (d) Volunteer will comply with all of Company's policies, rules and practices (whether reflected in an employee handbook, management policies, management communications or otherwise)

which, Volunteer agrees, Company has the right to change at any time in its sole discretion, (e) Volunteer will cooperate fully with Company's officers and employees; (f) Volunteer will protect and maintain the confidentiality of all Confidential Information acquired during Volunteer's work with Company.

3. Intellectual Property Rights.

a. Definitions. When used in this Agreement, the following terms have the meanings specified below:

i. "Intellectual Property Rights" means all rights in and to US and foreign (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (iii) copyrights and works of authorship (whether copyrightable or not), including computer programs, mask works, and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered, and including all registrations and applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

ii. "Work Product" means all writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by Volunteer solely or jointly with others during the period of Volunteer's work with Company and relate in any way to the business or contemplated business, products, activities, research, or development of Company or result from any work performed by Volunteer for Company (in each case, regardless of when or where the work product is prepared or whose equipment or other resources is used in preparing the same), all rights and claims related to the foregoing, and all printed, physical, and electronic copies and other tangible embodiments thereof.

b. Work Product Solely the Property of Company. Volunteer acknowledges and agrees that all right, title, and interest in and to all Work Product as well as any and all Intellectual Property Rights therein shall be the sole and exclusive property of Company. The Work Product is and shall at all times remain the Confidential Information of Company and Company shall have the unrestricted right (but not any obligation), in its sole and absolute discretion, to (i) use, commercialize, or otherwise exploit any Work Product or (ii) file an application for patent, copyright registration, or registration of any other Intellectual Property Rights, and prosecute or abandon such application prior to issuance or registration. No royalty or other consideration shall be due or owing to Volunteer now or in the future as a result of such activities.

c. Work Made for Hire; Assignment. Volunteer acknowledges that, by reason of providing services to Company at the relevant times, to the extent permitted by law, all Work Product consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by Company. To the extent that the foregoing does not apply, Volunteer hereby irrevocably assigns to Company, and its successors and assigns, for no additional consideration, Volunteer's entire right, title, and interest in and to all Work Product and Intellectual Property Rights therein, including, without limitation, the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit Company's right, title, or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than Company would have had in the absence of this Agreement.

d. State Law Limitations on Assignment. Volunteer understands and acknowledges that Work Product does not include, and any provision in this Agreement requiring Volunteer to assign (or otherwise providing for ownership by Company of) rights to an invention does not apply to, any invention that Volunteer develops entirely on his or her own time without using Company's equipment, supplies, facilities, or trade secret information, except for those inventions that either (i) relate at the time

of conception or reduction to practice of the invention to Company's business, or actual or demonstrably anticipated research or development of Company or (ii) result from any work performed by Volunteer for Company.

e. Further Assurances; Power of Attorney. During and after Volunteer's work with Company, Volunteer agrees to reasonably cooperate with Company to (i) apply for, obtain, perfect, and transfer to Company the Work Product as well as any and all Intellectual Property Rights in the Work Product in any jurisdiction throughout the world, and (ii) maintain, protect, and enforce the same, including, without limitation giving testimony, and executing and delivering to Company any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as may be requested by Company. Volunteer hereby irrevocably grants Company power of attorney to execute and deliver any such documents on Volunteer's behalf in Volunteer's name and to do all other lawfully permitted acts to transfer legal ownership of the Work Product to Company and further the transfer, prosecution, issuance, and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if Volunteer does not promptly cooperate with Company's request (without limiting the rights Company shall have in such circumstances by operation of law). This power of attorney is coupled with an interest and shall not be affected by Volunteer's subsequent incapacity.

f. Moral Rights. To the extent any copyrights are assigned under this Section, Volunteer hereby irrevocably waives in favor of Company, to the extent permitted by applicable law, any and all claims Volunteer may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all works of authorship to which the assigned copyrights apply.

g. Volunteer represents and warrants that s/he has set forth in Appendix A hereto a complete list of all of Volunteer's inventions and copyrightable works, if any, whether patented or unpatented, copyrighted or uncopyrighted, which s/he made, discovered, created, conceived, reduced to practice, or acquired, prior to his/her association with Company. If there are no such inventions or copyrightable works, Volunteer shall so indicate by writing "None."

h. Volunteer represents and warrants that s/he has set forth below on Appendix B a complete list of any and all existing employment, consulting and/or independent contractor agreements to which s/he is a party and any other existing agreements which obligate Volunteer to license, grant or assign any interest in any ideas, inventions, copyrightable works and/or confidential information or which restrict Volunteer's disclosure or use of any ideas, inventions, copyrightable works and/or confidential information.

i. Volunteer represents and warrants that s/he has rights and ability to assign Company the entire right, title, and interest, including all intellectual property rights, in and to the Work Product and that no party has any rights, title or interests in the Work Product. Volunteer further represents that s/he has no knowledge of any infringement affecting the use of the Work Product.

j. Volunteer shall have no licenses or rights by implication or otherwise in any technology, business information, trademarks or other intellectual property rights owned, controlled or used by Company. Volunteer acknowledges that s/he shall acquire no rights or goodwill in Company's trademarks by virtue of using the trademarks in or on the Work Product as provided under this Agreement and that any goodwill which accrues by his use of the trademarks under this Agreement will inure to Company.

4. At Will Volunteership. Volunteer and Company expressly acknowledge and agree that: (a) the purpose of this Agreement is to protect the legitimate business interests of Company; (b) that Volunteer's work with Company shall be at will; (c) no minimum or definite period of work is offered, granted or

implied in this Agreement; and (d) this Agreement shall not be construed or enforced as limiting Company's right to terminate Volunteer's work with Company at any time, with or without cause or notice.

5. Waiver. The failure of the parties to object to any conduct or violation of any of the agreements or covenants made by either party under this Agreement will not be deemed a waiver of any rights or remedies. No waiver of any right or remedy arising under this Agreement will be valid unless set forth in a writing signed by the party to be charged. Waiver of any breach of or failure to comply with any provision of this Agreement shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement.

6. Severability. If any provision of this Agreement is declared void or unenforceable by any judicial or administrative authority, the remaining provisions of this Agreement will not be nullified but will remain in full force and effect.

7. WAIVER OF RIGHT TO TRIAL BY JURY. UNDERSTANDING THAT THE RIGHT TO TRIAL BY JURY IS OF VALUE, COMPANY AND VOLUNTEER EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION WHICH IS BASED ON OR ARISES OUT OF: THIS AGREEMENT; OR ANY ACT OR EVENT RELATING TO OR CONCERNING VOLUNTEER'S WORK WITH COMPANY; OR THE TERMINATION OF VOLUNTEER'S WORK WITH COMPANY; OR THE BREACH OF ANY PROVISION OF THIS AGREEMENT. VOLUNTEER AND COMPANY FURTHER AGREE THAT NO DEMAND, REQUEST OR MOTION WILL BE MADE FOR TRIAL BY JURY. COMPANY AND VOLUNTEER EACH REPRESENT THAT THIS WAIVER IS KNOWINGLY AND VOLUNTARILY MADE.

8. Miscellaneous. This Agreement: (a) contains the entire agreement of the parties relating to the subject matter contained herein, supersedes all other agreements between the parties relating thereto, whether oral or written, and may not be modified or amended except by a subsequent written agreement executed by Volunteer and Company. However, Volunteer continues to be obligated to follow any policies, procedures and/or handbook as disseminated and/or amended by Company; (b) shall be binding upon Volunteer and Volunteer's heirs, executors and personal representatives, and inure to the benefit of Company, any and all Company affiliates and its and their successors and assigns; (c) may be freely assigned by Company and shall be enforceable by an assignee or successor of Company or any other subsequent successor or assignee; and (d) shall not be construed narrowly, against the restraints set forth herein, or against the drafter of the Agreement.

9. Headings. The headings preceding the text of the sections and paragraphs of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement nor shall they add to, diminish or otherwise affect the meaning or interpretation of the text.

10. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania and the United States, without giving effect to any conflict of laws provisions. Volunteer hereby consents and submits to the jurisdiction of the state and federal courts situated in Allegheny County, Pennsylvania for the purposes of any claim, dispute, or action arising out of or relating to this Agreement and hereby waives any defense of an inconvenient forum or improper jurisdiction.

11. Remedies. Volunteer agrees that in the event of a breach or violation this Agreement, Company may not be adequately compensated by money damages. Accordingly, Volunteer expressly agrees that, upon such a breach or violation, Company, in addition to all other remedies, shall be entitled as a matter of right, to injunctive relief in any court of competent jurisdiction. In the event a court in which relief is

sought under the foregoing provisions of this Agreement should determine that any of the above prohibitions are unreasonable, such provisions and related prohibitions shall be modified to conform with whatever said court shall consider reasonable. Volunteer further agrees, upon Company's demand, to pay all reasonable costs and expenses, including reasonable attorneys' fees and legal expenses, Company incurs in connection with any breach of Volunteer's obligations or promises in this Agreement, whether suit is initiated or not.

12. Authority. Both Volunteer and Company represent and warrant to the other on behalf of itself that: (i) such party does not have any conflict in signing this Agreement or performing its duties hereunder; (ii) such party has the authority to sign on behalf of the respective entity and has no existing or prior agreements with any third party that in any manner or way whatsoever prevents the terms and conditions of this Agreement to be fully engaged and acted upon with full commitment.

IN WITNESS WHEREOF, the parties intending to be legally bound hereto have executed this Agreement on the day and year first above written.

COMPANY:

Protohaven

By: _____

Name: _____

Title: _____

VOLUNTEER:

Printed Name

Signature

Date

APPENDIX A

The following is a complete list of all inventions and copyrightable works, if any, whether patented or unpatented, copyrighted or uncopyrighted, which I made, discovered, created, conceived, reduced to practice, or acquired, prior to its association with Company.

If there are no such inventions or copyrightable works, Volunteer shall so indicate by writing "None."

- 1.
- 2.
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VOLUNTEER:

Printed Name

Signature

Date

APPENDIX B

The following is a complete list of any and all existing employment, consulting and/or independent contractor agreements to which I am a party and any other existing agreements which obligate Volunteer to license, grant or assign any interest in any ideas, inventions, copyrightable works and/or confidential information or which restrict Volunteer's disclosure or use of any ideas, inventions, copyrightable works and/or confidential information.

If there are no such existing employment, consulting and/or independent Volunteer agreements, Volunteer shall so indicate by writing "None."

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- 4.
- 5.
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- 8.

VOLUNTEER:

Printed Name

Signature

Date
