**NON-DISCLOSURE AND**

**INVENTION ASSIGNMENT AGREEMENT**

In consideration of my employment and/or continued employment with TOP POLYMER ENTERPRISE, LLC, a Georgia corporation, which shall include, for purposes of this Agreement, its parents, subsidiaries, and/or affiliates (collectively, TOP POLYMER), the compensation to be paid to me during the period of my employment, and for other adequate and valuable consideration, I hereby enter into this Non-Disclosure and Invention Assignment Agreement (the “Agreement”):

1. **Employment.** I will perform the duties of my employment, as assigned by TOP POLYMER in a manner satisfactory to TOP POLYMER and will devote my full working time (unless otherwise specifically agreed in writing with TOP POLYMER) to such duties. I understand and acknowledge that this Agreement does not guarantee employment for any specified term nor guarantee my continued employment by TOP POLYMER and that either I or TOP POLYMER may terminate my employment at any time, for any lawful reason or for no reason, and that the termination shall be completely in the sole discretion of, and at the will of, the terminating party. I also understand and acknowledge that TOP POLYMER may increase, decrease or change my hours, assignments or other terms of my employment in its sole discretion for any lawful reason. The “at-will” nature of my employment relationship, and all provisions of this Agreement, cannot be changed except in writing signed by the President of TOP POLYMER.
2. **Loyal Performance; No Self-Dealing.** I agree that during the period of my employment by TOP POLYMER, I will not, without TOP POLYMER’s express written consent, engage in any employment or business activity, including but not limited to, activity directly competitive with TOP POLYMER or otherwise in conflict with its business interests.
3. **Confidential Information.** I agree and acknowledge that TOP POLYMER has developed Confidential Information at great time and expense and further agrees that TOP POLYMER has provided and/or will provide and will continue to provide me with access to Confidential Information and specialized training.I covenant and agree that, except to the extent the use or disclosure of any Confidential Information is required to carry out my assigned duties with TOP POLYMER, during my employment with TOP POLYMER and thereafter: (a) I shall keep strictly confidential and not disclose to any person not employed by TOP POLYMER any Confidential Information; and (b) I shall not use for myself or for any person or entity other than TOP POLYMER any Confidential Information. However, this provision shall not preclude me from: (i) the use or disclosure of information known generally to the public (other than information known generally to the public as a result of my violation of this Section); or (ii) any disclosure required by law or court order so long as I provide TOP POLYMER immediate written notice of any potential disclosure under this subsection and fully cooperate with TOP POLYMER to lawfully prevent or limit such disclosure.

i. “Confidential Information” means all confidential, proprietary or business information related to TOP POLYMER’s Business that is furnished to, obtained by, or created by me during my employment with TOP POLYMER and which could be used to harm or compete against TOP POLYMER. Confidential Information includes, by way of illustration, such information relating to: (a) TOP POLYMER’s formulae and processes used to create products or services in the Business or calculate and negotiate prices to be charged customers; (b) Company customers, including customer lists, preferences, contact information, contractual terms, prices, and billing histories; (c) TOP POLYMER’s finances, including financial statements, balance sheets, sales data, forecasts, and cost analyses; (d) TOP POLYMER’s plans and projections for business opportunities for new or developing business, including marketing concepts and business plans; (e) TOP POLYMER’s research and development activities, technical data, computer files, and software; (f) TOP POLYMER’s manufacturing processes, operating methods, materials and/or formulations, business processes and techniques, services, products, prices, costs, service performance, and operating results; and (g) information concerning TOP POLYMER’s vendors and suppliers.

ii. TOP POLYMER’s “Business” means development, manufacturing, and/or sales of thermoplastic elastomer or similar or related products or services.

iii. Notwithstanding the foregoing, nothing in this Agreement prohibits me from reporting waste, fraud, abuse and/or possible violations of law or regulation to any government agency or entity or making other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation. Solely in connection with such reporting, I may disclose Confidential Information, in confidence, to a government official or to an attorney to address possible violations of the law; however, any disclosure of Confidential Information must be in good faith and effectuated in a manner that prevents the dissemination of Confidential Information beyond those persons necessary to make the report or filing, such as filing the Confidential Information under seal and otherwise preventing it from being publicly disclosed. While I am encouraged to bring any such possible violation to the attention of TOP POLYMER, I do not need the prior authorization of Company to make any such reports or disclosures to these entities.

iv.  TOP POLYMER also reserves the right to avail itself of the remedies available under the Defend Trade Secrets Act of 2016, which remedies include injunctive relief, damages for actual loss or unjust enrichment caused by the misappropriation of TOP POLYMER’s Confidential Information and/or trade secrets as defined by applicable law, and exemplary damages in an amount not more than two times the amount of actual damages.  However, federal law provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

1. **Intellectual Property Developed By Employee.**

i. **Disclosure of Inventions**. I agree to promptly disclose in writing to my immediate supervisor, with a copy to the President of the Company and/or to any other persons designated by the Company, all “Inventions” (which term includes but is not limited to improvements, innovations, inventions, works of authorship, trade secrets, technology, mask works, circuits, layouts, algorithms, computer programs or applications, source code, object code, formulas, compositions, ideas, designs, processes, techniques, know-how and data, whether or not patentable, whether or not reduced to electronic form) made or conceived or reduced to practice or developed by me, either alone or jointly with others, during my employment. I also agree to disclose to the President of the Company all Inventions conceived, reduced to practice, or developed by me within twelve (12) months following my termination of employment with the Company; such disclosures shall be received by the Company in confidence (to the extent they are not assigned to the Company pursuant to this Section) and do not extend the assignment made in this Section below. I will not disclose Inventions covered by this Section to any person outside the Company unless requested to do so by the President of the Company.

ii. **Prior Inventions**. I have disclosed in Exhibit A a complete list of all Inventions and information proprietary to me and which I want to exclude from the application of this Agreement. If no such list is attached to this Agreement, I represent that I have no such Inventions at the time of signing this Agreement that I want to exclude from the Agreement.

iii. **Assignment of Inventions**. I agree that all Inventions which I make, conceive, reduce to practice or develop or have made, conceived, or reduced to practice or developed (in whole or in part, either alone or jointly with others) during my employment shall be the sole property of the Company and that all title, patents, patent rights, copyrights, trademarks, mask work rights, trade secret rights, and other intellectual property and rights anywhere in the world that I develop or receive during the course of my employment by the Company (collectively, “Rights”) shall be the sole property of the Company.

1. **Further Cooperation.** I will, at any time during my employment or thereafter, upon request and at TOP POLYMER’s expense, do all lawful acts including executing papers and oaths and giving testimony that, in the opinion of TOP POLYMER, its successors and assigns, may be necessary or desirable for obtaining, reissuing, enforcing, perfecting, recording and maintaining patents, copyrights, trademarks or service marks in the United States and throughout the world for any and all Inventions of TOP POLYMER, its successors and assigns.
2. **Keeping of Records and Surrender of Materials.** I will keep complete and accurate accounts, notes, data and records of any and all Inventions in the manner and form requested by TOP POLYMER. I agree that I will surrender to TOP POLYMER, at its request, or at the conclusion of my employment, all notes, data, drawings, lists and other records, and all material and physical items of any kind, including all copies thereof, which relate to TOP POLYMER’s practices or techniques or contain Confidential Information, whether they were created by me or came into my possession by reason of my employment with TOP POLYMER, and I agree that all of the foregoing are TOP POLYMER’s property.
3. **Prohibition of Misappropriation of Others.** I agree that I will not disclose to TOP POLYMER, use, or induce TOP POLYMER to use, any innovation, trade secret or other proprietary information belonging to any third party, and I agree to defend, indemnify and hold TOP POLYMER harmless against any action, claim or liability arising from or relating to my use or inducement of TOP POLYMER to use any innovation, trade secret or other proprietary information allegedly belonging to any third party.
4. **Obligations under TOP POLYMER Agreements.** I understand that TOP POLYMER may enter into agreements or arrangements that may be subject to laws and regulations that impose obligations, restrictions and limitations on it with respect to Confidential Information, trade secrets, inventions/innovations and/or patents that may be used or acquired by it or that may be conceived or developed by customers, employees, consultants or others rendering services to it. I agree that I shall be bound by all such obligations, restrictions and limitations and shall take any and all further action that may be required to discharge such obligations.
5. **Duty to Care for Property.** I will exercise reasonable care, consistent with good business judgment, to preserve in good working order subject to reasonable wear and tear from authorized usage, and to prevent loss of any equipment, instruments, materials or accessories of TOP POLYMER in my custody for the purpose of making demonstrations, carrying out development work, or otherwise conducting TOP POLYMER’s Business. When my employment with TOP POLYMER ends, I agree to return such property to TOP POLYMER or to account for same to TOP POLYMER’s reasonable satisfaction.
6. **No Inconsistent Agreements.** I affirm that I have no direct or indirect affiliation or relationship with any competitor of TOP POLYMER, and I have no agreement with any other party that would preclude my compliance with obligations under this Agreement.
7. **Post-Termination Statement.** When my employment with TOP POLYMER terminates, I agree to give if requested, a written statement to TOP POLYMER certifying my compliance with my obligations under this Agreement and acknowledging my continuing obligations hereunder, to do certain lawful acts relating to patents on the Inventions, and to preserve as confidential and refrain from using TOP POLYMER’s Confidential Information.
8. **Successors.** The provisions of this Agreement shall inure to the benefit of, and be binding upon the respective heirs, personal representatives, successors and assigns of each party; however, I understand that I may not delegate my obligations under this Agreement that are of a personal nature.
9. **Equitable Relief.** I understand and agree that, because of the unique nature of the Confidential Information and the other protected interests under this Agreement, TOP POLYMER will suffer irreparable harm if I fail to comply with any of my obligations under this Agreement, and monetary damages will be inadequate to fully compensate TOP POLYMER. The parties shall, in addition to any other remedies available to them at law or in equity, be entitled to injunctive relief to enforce the terms of this Agreement.
10. **Governing Law.** This Agreement is made in Georgia and shall be construed and interpreted in accordance with the internal laws of the State of Georgia without resort to its conflict of law provisions. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, whether involving remedies at law or in equity, shall be resolved in any state or federal court in Georgia.
11. **Attorneys’ Fees.** In any controversy or claim arising out of or relating to this Agreement or the breach thereof results in any type of legal action or proceeding, the prevailing party in such action, as determined by the court or arbitrator, shall be entitled to recover reasonable attorneys’ fees and costs of such action, to the extent permissible under applicable law.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to this subject and may be waived, modified or amended only by an agreement in writing signed by the undersigned and an authorized representative of TOP POLYMER.
13. **Severability.** The invalidity of unenforceability of any particular provision of this Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
14. **Waiver.** No covenant, term or condition of this Agreement or breach thereof shall be deemed waived unless the waiver is in writing, signed by the party against whom enforcement is sought, and any waiver shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any covenant, term or condition.
15. **Attorney Consultation and Interpretation.** I acknowledge that I have been informed of my right to consult with an attorney of my own choosing prior to signing this Agreement and have either done so or have considered the matter and decided not to do so. As each party has had opportunity to consult independent counsel, the rule of contract interpretation to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
16. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original and together which shall together constitute one executed Agreement. Scanned or facsimile signatures shall be deemed valid and the equivalent of originals.

[Signature on Following Page.]

Employee Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Exhibit A**

The following is a complete list of all innovations, inventions or improvements relevant to the subject matter of my employment with TOP POLYMER that I have made or conceived or first reduced to practice alone or jointly with others prior to my employment by TOP POLYMER that I desire to exempt from the operation of this Agreement:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ No innovations, invention or improvements

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Any and all inventions listed below

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Additional sheets attached

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 (Signature)

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 (Print Name)