

EMPLOYEE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is executed and agreed to as of on _____ 20____, by and between _____ (“Employee”) and Clough USA Inc. (the “Company” or “Clough USA”) and its subsidiaries and affiliates. Nothing in this Agreement alters the at-will nature of Employee’s employment with the Company. This Agreement does not confer upon Employee any right to continue in the employment of the Company, nor does it affect in any way the Company’s right to terminate Employee’s employment at any time with or without cause.

1. Employee agrees that all inventions, patents, formulas, processes, designs, diagrams, drawings, flow charts, programs, methods, apparatus, software, hardware, systems, devices, models, prototypes, copyrightable works, mask works, trademarks, service marks, trade dress, business slogans, written materials, and other things of value conceived, reduced to practice, which (i) are made or learned by Employee, either alone or with others, while employed with the Company, (ii) that directly relate to the Company’s business and/or the business of affiliates of the Company and provide the Company and/or the business affiliates of the Company with a competitive advantage, and (iii) involve the use of the Company’s time, data, facilities and/or materials, (hereinafter collectively referred to as the “Intellectual Property”) belong to and shall remain the sole and exclusive property of the Company forever. Employee hereby assigns to the Company all of Employee’s right, title, and interest to all such Intellectual Property. Employee agrees to promptly and fully disclose all Intellectual Property in writing to the Company. Employee agrees to cooperate and do all lawful things requested by the Company to protect Company ownership rights in all Intellectual Property. Employee warrants that no Intellectual Property has been conceived, reduced to practice, made, or learned by Employee prior to Employee’s employment with the Company.
2. Employee will perform services for the Company that will require the Company to disclose confidential and proprietary information to Employee that Employee has not previously had access to or knowledge of before the execution of this Agreement. Confidential Information is any information of any kind, nature, or description concerning business and marketing plans, strategies, financing, business policies and practices, know-how, specialized training, mailing lists, client lists, potential client lists, pricing information, or other forms of information considered by the Company to be confidential, proprietary, or in the nature of trade secrets (“Confidential Information”).

Clough USA Inc

3. In exchange for the Company's promises to provide Employee with Confidential Information, Employee shall not during the period of Employee's employment with the Company or at any time thereafter, disclose to anyone, publish, or use for any purpose, any Confidential Information, except as properly required in the ordinary course of the Company's business or as directed and authorized by the Company. Employee will not disclose the Company's Confidential Information to any individual, corporation, partnership, limited liability company, association, trust, other entity, organization, or other third party (other than in conjunction with the performance of his or her duties as an employee of the Company) without the prior written consent of the Company and shall not use or attempt to use any such information in any manner other than in connection with his or her employment with the Company, unless required by law to disclose such information, in which case Employee shall provide the Company with written notice of such requirement as far in advance of such anticipated disclosure as possible. Employee's confidentiality duty does not apply to information that is (i) in the public domain or becomes part of the public domain through no fault of Employee or (ii) was known by Employee prior to Employee's association with the Company, as evidenced by written records existing at that time. The provisions of this Section 3 shall survive any termination or expiration of this Agreement, and the termination of Employee's employment with the Company (for whatever cause or reason).
4. Employee will, upon the request or upon termination of his or her relationship with Clough USA, for any reason whatsoever, deliver to the Company any and all notes, documents, equipment, and materials received from Clough USA or otherwise in Employee's possession, including, but not limited to, Confidential Information. If at any time after the termination of employment, Employee determines that Employee has any Confidential Information in his or her possession or control, Employee shall immediately return to the Company all such Confidential Information in Employee's possession or control, including all copies and portions thereof.
5. Employee agrees that the above obligations and covenants are reasonable and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Clough USA. Employee further agrees that a court of competent jurisdiction may reform such obligations to the extent necessary to enforce them under applicable law. If any provision is held to be unenforceable as written, it will be enforced to the extent reasonable under the circumstances. In any case, the other provisions of this Agreement will not be affected.

6. Employee agrees and acknowledges that violation of the obligations and covenants in this Agreement would cause immeasurable and irreparable damage to Clough USA. Accordingly, Employee agrees that Clough USA is entitled to injunctive relief in any court of competent jurisdiction for any actual or threatened violation of any such obligations, in addition to any other remedies it may have.
7. Employee understands that, pursuant to the Defend Trade Secrets Act of 2016, an employee 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 either directly or indirectly to a federal, state, or local government official, or an attorney, for the sole purpose of reporting, or investigating, a violation of law. Moreover, employees may disclose trade secrets in a complaint, or other document, filed in a lawsuit, or other proceeding, if such filing is made under seal. Finally, an employee who files a lawsuit alleging retaliation by the Company for reporting a suspected violation of the law may disclose the trade secret to the attorney of the employee and use the trade secret in the court proceeding, if the employee: files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.
8. No Company policies or practices, including the sections addressing confidentiality obligations, is intended to or shall limit, prevent, impede or interfere in any way with an employee's right, without prior notice to the Company, to provide information to the government, participate in investigations, testify in proceedings regarding the Company's past or future conduct, or engage in any activities protected under whistle blower statutes.
9. This Agreement shall be governed by Texas law, without regard to its choice of law principles, and will be binding on Employee, Employee's heirs, executors, assigns, and administrators shall inure to the benefit of the Company, its successors and assigns. This Agreement shall survive the termination of Employee's business relationship with the Company, regardless of the manner of such termination.
10. Employee represents that, except as disclosed in writing to the Company, Employee is not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of Employee's engagement by the Company or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. Employee further represents that Employee's performance of all the terms of this Agreement and Employee's work duties for the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by Employee in confidence or in trust prior to Employee's employment with the



Company, and Employee will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others. If Employee, in the future, seeks or is offered employment by any other company, firm, or person, Employee shall provide a copy of this Agreement to the prospective employer before accepting employment with that prospective employer.

Signing below signifies that the Employee agrees to the terms and conditions of the agreement stated above.

Clough USA Inc.

Employee

Signed

Signed

Name

Name

Date:

Date:

Clough USA Inc

