

# EMPLOYEE AGREEMENT

This Employee Agreement (the "Agreement") is entered into and executed by and between each "Party", and collectively, the "Parties":

**BETWEEN:** **ClientCompany** (the "Employer"), an LLC organized and existing under the laws of the country of Norway, with its head office located at:

**CLIENTCOMPANY**  
**1234 Street, Suite 123**  
**City, Norway 1234567**

**AND:** \_\_\_\_\_ (the "Employee"), an individual with his or her main address at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## WITNESSETH

**WHEREAS,** Employer desires to employ Employee, and Employee desires to be employed by Employer subject to the terms and conditions contained in this Agreement. Employee and Employer agree that the following provisions are fair and appropriate for protection of the Employer's interests.

**NOW THEREFORE,** in consideration of the mutual promises of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Employer and Employee agree as follows:

## ARTICLE I

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein will have the meanings set forth below:

- 1.1. "Affiliate" will mean, for a specified business entity, a business entity which directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such entity.
- 1.2. "Company" will mean Employer and all Affiliates of Employer.
- 1.3. "Company Business" will mean the business and technical activities, products and services, and operations of the Company as presently conducted, included plans for expansion of the same, and such other additional activities, products and services, and operations as may be conducted or planned at any time during the Employment Period.
- 1.4. "Confidential Information" means any information or data, whether in oral, graphic, written, optical, electronic, machine-readable, hard copy or any other form, possessed by, used by, or under the control of Company that is not generally available to the public. Confidential Information includes but is not limited to inventions, designs, data, source code, object code, programs, other works of authorship, know-how, trade secrets, techniques, ideas, discoveries, technical, marketing and business plans, customers, suppliers, pricing, profit margins, costs, products, and services.
- 1.5. "Effective Date" is the earlier of (i) the beginning of Employee's employment with Company, (ii) the date and time at which any Confidential Information was, or is, first disclosed to Employee, or (iii) the date that both parties have signed this Agreement.
- 1.6. "Intellectual Property Rights" will mean all copyrights, copyright registrations and copyright applications, trademarks, service marks, trade dress, trade names, trademark registrations and trademark applications, patentable inventions or discoveries, patents and patent applications, trade secret rights, and all other rights and interests existing, created or protectable under any intellectual property law of any nation.
- 1.7. "Restriction Period" will mean during the period of Employee's employment with the Company and for a period of \_\_\_\_\_ years and \_\_\_\_\_ months following the date on which Employee's employment with Company is terminated regardless of cause.

- 1.8. "Work Product" means any and all inventions, discoveries, original works of authorship, Intellectual Property Rights, developments, improvements, formulas, techniques, concepts, data and ideas (whether or not patentable or registrable under patent copyright, or similar statute) made, conceived, created, discovered, or reduced to practice by Employee, either alone or jointly with others, that (i) result from work performed by Employee for Company or are created in the course of his or her employment, (ii) are made by use of the equipment, supplies, facilities, or Confidential Information of Company or are made, conceived or completed, wholly or in part, during hours in which Employee is employed by Company, or (iii) are related to the Company Business or the actual or demonstrably anticipated business plan, research or development of Company.

## 2. **Employment**

- 2.1. Employee acknowledges that he or she is and will be employed by Company "at-will" and that either Company or Employee will have the right to terminate Employee's employment at any time for any reason or for no reason at all. The period of time during which Employee is employed by Company is sometimes referred to herein as the "Employment Period."
- 2.2. Employee acknowledges that his or her employment with the Company constitutes adequate consideration for this Agreement.

## **ARTICLE II**

### 3. **Non-Disclosure; Confidential Information**

- 3.1. Employee acknowledges and agrees that Confidential Information constitutes a valuable asset of Company and is and will be the sole property of Company. Where Employee has any doubt whether information is Confidential Information, Employee will request a determination from his or her supervision.
- 3.2. Employee agrees to preserve and protect the confidentiality and security of Confidential Information. At all times during and after Employee's employment with Company, Employee will hold in trust, keep confidential and not disclose to any third party or make any use of, the Confidential Information, except as may be authorized by the Company in the course of Employee's employment.
- 3.3. Employee agrees to abide by policies established by Company for the protection of Confidential Information, and to take reasonable security precautions to safeguard Confidential Information, including without limitation, the protection of documents from theft, unauthorized duplication and discovery of contents, and restrictions on access by other persons.
- 3.4. Employee acknowledges that unauthorized use or disclosure of Confidential Information will be prejudicial to the interests of Company or the entities with which Company has business relationships and may be an invasion of privacy or a misappropriation or improper disclosure of trade secrets.
- 3.5. Employee agrees that all documents containing Confidential Information, whether produced by Employee or others, are at all times the property of Company.

4. **Non-Disclosure; Confidential Information; Third Party Information.** Employee acknowledges that Company has received and in the future may receive confidential or proprietary information from third parties, subject to a duty on Company's part to maintain the confidentiality of the information and to use it only for certain limited purposes. Employee agrees to hold all such confidential or proprietary information in the strictest confidence in compliance with the terms of any agreement or other obligation Company may have with such third parties, and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out Employee's duties for Company, consistent with the terms of any agreement Company may have with such third parties.

5. **Non-Disclosure; Confidential Information; Return of Company Property.** Upon termination of employment with Company for any reason, Employee will promptly deliver to Company all Company documents and materials pertaining to (i) Employee's employment, (ii) the Confidential Information of Company or the other entities with which Company has relationships, or (iii) Work Product (as defined above), whether prepared by Employee or otherwise coming into Employee's possession or control.

Employee also agrees to return to Company all equipment, files, software programs and other personal property belonging to Company on separation from employment. Employee will not retain any written or other tangible materials (in hard copy or electronic form) that evidence, contain or reflect Confidential Information or Work Product of Company. Employee agrees, on or before the date of termination of employment, to execute and deliver to Employer a Termination Certification in the form set forth as Exhibit A to this Agreement.

### ARTICLE III

#### 6. Work Product

- 6.1. *Assignment.* All Work Product is and will be the sole property of Company. Employee hereby assigns to Company, without royalty or further consideration to Employee, all right, title, and interest Employee may have, or may acquire, in and to all Work Product including but not limited to all Intellectual Property Rights. Employee agrees that Company or its designee will be the sole owner of all domestic and foreign patents, patent rights, copyrights, and other Intellectual Property Rights included in or pertaining to all Work Product.
- 6.2. *Disclosure.* Employee will promptly disclose all Work Product that consists of inventions, discoveries, developments, improvements, formulas, techniques, concepts, data or ideas to Company in writing. Employee agrees to keep adequate and current written records of all such Work Product, in the form of notes, sketches, drawings, electronic records and/or other reports, which records are, and will remain, the property of Company and will be available to Company at all times.
- 6.3. *Copyrights.* Employee further agrees that all copyrightable materials that Employee authors, creates, modifies, or prepares, wholly or in part, will be, to the maximum extent permitted by law, work-made-for-hire for the Company under copyright law, and to the extent not work-made-for-hire are hereby assigned to the Company.
- 6.4. *Execution of Documents.* Whenever requested by Company, Employee will promptly sign and deliver to Company, both during and after employment, any and all applications, assignments and other documents that Company considers necessary or desirable in order to: (a) assign, apply for, obtain, and maintain letters patent or other forms of Intellectual Property protection or registration in the United States and for other countries with regard to Work Product, (b) assign and convey to Company or its designee the sole and exclusive right, title, and interest in and to Work Product, (c) provide evidence regarding Work Product that Company considers necessary or desirable, and (d) confirm or perfect Company's ownership of the Work Product, all without royalty or any other further consideration to Employee.
- 6.5. *Assistance to Company.* Whenever requested by Company, both during and after employment, Employee will assist Company, at Company's expense, in assigning, obtaining, maintaining, defending, registering and from time to time enforcing, in any and all countries, Company's right to the Work Product including but not limited to Intellectual Property Rights. This assistance may include, without limitation, testifying in a suit or other proceeding and executing all documents deemed by Company to be necessary or convenient for such purposes. If Company requires assistance from Employee after termination of Employee's employment, Employee will be compensated for time actually spent in providing assistance at an hourly rate equivalent to Employee's salary or wages at the time of termination of employment together with Employee's reasonable expenses of providing such assistance.
- 6.6. *Power of Attorney.* For use in the case that Company cannot obtain Employee's signature on any document that Company considers necessary or desirable in order to assign, apply for, prosecute, obtain, or enforce any patent, copyright or other right or protection relating to any Work Product, whether due to Employee's mental or physical incapacity, non-cooperation, unavailability, or any other reason, Employee hereby irrevocably designates and appoints Company and each of its duly authorized officers and agents as Employee's agent and attorney-in-fact to act for, and on Employee's behalf, to execute and file any such document and to do all other lawfully permitted acts to further the assignment, transfer to Company, application, registration, prosecution, issuance, and enforcement of patents, trademarks, trade secrets, copyrights, or other rights or protections, with the same force and effect as if executed and delivered by Employee.

- 6.7. *Excluded Work Product.* Employee represents that any inventions, original works of authorship, discoveries, concepts or ideas, if any (“Excluded Work Product”) to which Employee presently has any right, title or interest, and which were previously conceived either wholly or in part by Employee, and that Employee desires to exclude from the operation of this Agreement are identified on Exhibit B of this Agreement. Employee represents that the list contained in Exhibit B is complete to the best of Employee’s knowledge.

## ARTICLE IV

### 7. **Non-Competition; Non-Solicitation**

- 7.1. *Non-Competition.* During the Restriction Period, Employee will not engage or become interested, directly or indirectly, as an owner, employee, director, partner, consultant, through stock ownership, investment of capital, lending of money or property, rendering of services, or otherwise, either alone or in association with others, in the operation, management or supervision of any type of business or enterprise that at any time during the Restriction Period is in competition with the Company Business, except that this provision will not be breached by Employee’s ownership of shares in a publicly-traded corporation or publicly-traded mutual fund or publicly-traded limited partnership in which Employee’s ownership interest is five percent (5%) or less. Employee acknowledges that the scope of the markets in which Company competes is global and therefore agrees that no geographic limitations on this non-competition provision of this Section will apply. The geographic scope of the limitations set forth in this Section will extend to every geographic market, state, province or country in which Company or any Affiliate does business during the term of this Agreement or in which the Company or any Affiliate was, during the term of this Agreement, actively planning or preparing to do business.
- 7.2. *Non-Competition; Confidentiality.* Employee agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of, or even the appearance of the use of, the Confidential Information in certain circumstances may cause irreparable damage to the Employer and its reputation, or to clients of the Employer, Employee shall not, during the Restriction Period, engage, directly or indirectly, or through any corporations or associates in any business, enterprise or employment which is directly competitive with the Employer.
- 7.3. *Non-Competition; Confidentiality; Saving Provision.* The Employee and the Employer agree and stipulate that the agreements and covenants not to compete contained in the preceding paragraph are fair and reasonable in light of all of the facts and circumstances of the relationship between the Employee and the Employer; however, the Employee and the Employer are aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of and not in derogation of the provisions of the preceding paragraph the Employer and the Employee agree that in the event a court should decline to enforce the provisions of the preceding paragraph, that paragraph shall be deemed to be modified to restrict the Employee’s competition with the Employer to the maximum extent, in both time and geography, which the court shall find enforceable; however, in no event shall the provisions of the preceding paragraph be deemed to be more restrictive to the Employee than those contained therein.
- 7.4. *Non-Competition; Confidentiality; Company Clients.* If the personal business services between the Employer and the Employee terminate for any reason, the Employee shall not, during the Restriction Period, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of the Employer or its subsidiaries or any person or firm which has contacted or been contacted by the Employer as a potential customer or client of the Employer; and the Employee shall keep in strictest confidence, both during the Employee’s personal business services and subsequent to termination, and shall not during the period of personal business services or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Employee’s own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, customer or contact lists or any other Confidential Information.

- 7.5. *Non-Solicitation.* During the Restriction Period, Employee will not, directly or indirectly, whether on behalf of himself or anyone else: (i) solicit or accept orders from any present or past customer of the Company for a product or service offered or sold by, or competitive with a product or service offered or sold by, the Company; (ii) induce or attempt to induce any such customer to reduce such customer's purchases from the Company; (iii) use for his or her benefit or disclose the name and/or requirements of any such customer to any third party; or (iv) solicit any of the Company's employees to leave the employ of the Company or hire anyone who is an employee of the Company.
- 7.6. *Judicial Modifications.* If any restriction set forth in this Section is found by a court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it will be enforced only over the maximum period of time, range of activities or geographic area for which it may be enforceable.

## 8. Remedies of Company

- 8.1. *Injunction.* Employee acknowledges that immediate and irreparable damage will result to the Company and its business and properties if Employee breaches the obligations of this Agreement regarding Confidential Information or the provisions set forth in Section 6 or Section 7 of this Agreement and that the remedy at law for any such breach will be inadequate. Accordingly, in addition to any other remedies and damages available, the Company shall be entitled to injunctive relief without the necessity of posting a bond, and Employee may be specifically compelled to comply with such obligations under this Agreement.
- 8.2. *Expenses.* Company shall be entitled to reimbursement by Employee for all costs and expenses, including reasonable attorneys' fees, which Company may incur in connection with the enforcement of its rights regarding Confidential Information or under Sections 6 and 7 of this Agreement.

## ARTICLE V

9. **Notices and Other Communications.** All notices and other communications will be in writing and will be deemed effectively given upon personal delivery, and in the case where delivery is made by an established courier delivery service, delivery will be deemed to occur on the day after delivery to such delivery service, upon confirmed completion of transmission in the case where such notice is transmitted by telecopy, or on the fifth (5th) day following mailing by registered or certified mail, return receipt requested, postage prepaid, addressed (a) if to Employee, at his or her address set forth above, and (b) if to Company at the address set forth above or addresses as the parties may specify by a written notice to the other from time to time.
10. **Entire Agreement; Amendment; Survival.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument executed by both Company and Employee. The provisions of this Agreement (except for Section 2.1) will survive the termination of Employee's employment and the assignment of this Agreement by Company to any successor-in-interest or other assignee.
11. **Governing Law.** This Agreement will be construed, interpreted and enforced in accordance with the laws of the country of Norway, not including its choice of law provisions. Both parties agree to jurisdiction and venue in the courts located in Norway with regard to this Agreement and its subject matter.
12. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of both parties and their respective successors and assigns; provided, however, that the obligations of Employee are personal and will not be assigned by Employee.
13. **Miscellaneous.** No delay or omission by Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Company on any one

occasion will be effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion. In case any provision of this Agreement will be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired. EMPLOYEE ACKNOWLEDGES AND UNDERSTANDS THAT THIS AGREEMENT AFFECTS HIS OR HER RIGHTS TO INVENTIONS HE OR SHE MAKES DURING HIS OR HER EMPLOYMENT BY THE COMPANY, CONTAINS NONCOMPETITION AND NON-SOLICITATION PROVISIONS, AND RESTRICTS HIS OR HER RIGHTS TO DISCLOSE OR USE THE COMPANY'S CONFIDENTIAL INFORMATION DURING SUCH EMPLOYMENT AND THEREAFTER. This Agreement is executed as a binding agreement of the parties as of the Effective Date.

**FOR INTERNAL USE ONLY**

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Employee Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”).

**EMPLOYEE**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CLIENTCOMPANY**, by  
its authorized agent, below:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**

**TERMINATION CERTIFICATION**

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, sketches, materials, equipment, other documents or property or any reproductions of any of these items belonging to Company, its subsidiaries, Affiliates, successors or assigns (collectively "the Company").

I further certify that I have complied with, and will continue to comply with, all the terms of Employee Agreement that I signed with the Company, including, without limitation, those that relate to Work Product, Confidential Information, Non-Competition, and Non-Solicitation of customers and Company employees.

Upon the termination of my employment with Company, I will be employed by \_\_\_\_\_ and will be working in connection with the following technologies and business areas: \_\_\_\_\_.

Employee Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Address for Notifications:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exhibit B**

**EMPLOYEE STATEMENT REGARDING EMPLOYEE’S PRIOR WORK PRODUCT**

Except as set forth below, I acknowledge that at this time I have not made or reduced to practice (alone or jointly with others) any Work Product relevant to the subject matter of my employment with Company except those (if any) listed below:

Employee to list any applicable Work Product or write “None”:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Employee certifies that the foregoing is true, accurate and complete.

Employee Name: \_\_\_\_\_

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

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

Address for Notifications:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_