

Agfa Corporation Agreement

In consideration of my employment, my compensation, use of equipment, materials, facilities and access to Agfa's Confidential Information, Agfa and I understand and agree to the following terms and conditions.

SECTION A – INVENTIONS AND INTELLECTUAL PROPERTY

1. Records of Inventions

I will keep complete written records of all inventions I make during the period of time I am employed by Agfa and will promptly disclose all such Inventions in writing to Agfa for the purpose of enabling Agfa to adequately determine its rights in each such Invention. I will supplement any such disclosure to the extent Agfa may reasonably request. If I have any doubts as to whether or not to disclose an Invention to Agfa, I will disclose.

2. Disclosure of Information After Termination

I will promptly and completely disclose in writing to Agfa all Inventions which I Make during the one-year period immediately following the end of my employment by Agfa, which relate either to my work assignment at Agfa, or the Agfa's Confidential Information, for the purpose of determining whether Agfa has rights in each such Invention. I will not file any patent application relating to such Invention without the prior written consent of Agfa. If it is shown that the Invention was not made by me entirely after leaving Agfa's employ, the Invention will be presumed to have been Made during the period of time I was employed by Agfa. I acknowledge that the conditions of this paragraph are no greater than are necessary for protecting Agfa's interest in Agfa's Confidential Information and in Inventions to which it is rightfully entitled.

3. Ownership of Inventions

Each and every Invention I Make during the period of time I am actually employed by Agfa shall become the property of Agfa without additional compensation or consideration to me, except for any Invention for which no equipment, supplies, facility or Agfa's Confidential Information was used and which was developed entirely on my own time and (a) which does not relate to the business of Agfa or Agfa's actual or demonstrably anticipated research or development or (b) which does not result from any work performed by me for Agfa.

If I assert any property right in an Invention I Make during the period of time I am employed by Agfa, I will promptly notify Agfa in writing.

4. Cooperation with Agfa

I will assist and fully cooperate with Agfa in obtaining and maintaining the fullest measure of legal protection which Agfa elects to obtain and maintain for Inventions in which it has a property right. I will execute any lawful document (including, but not limited to, applications, assignments, oaths, declarations and affidavits) Agfa requests me to execute relating to obtaining and maintaining legal protection for any said Invention, and I will make myself available for interviews, depositions and testimony relating to any said Invention. Agfa agrees to bear all reasonable expenses which it causes to be incurred in assisting and cooperating hereunder and agrees further to reimburse me for any time required of me subsequent to the termination of my employment, such payment to be at an hourly rate equivalent to that which I was paid during my last employment with Agfa.

5. Preemployment Inventions

On Schedule A, an integral part of this Agreement, I have completely identified (without disclosing any trade secret or other confidential information) every Invention I Made before my employment by Agfa in which I have any ownership interest and which is not the subject matter of an issued patent or printed publication at the time I sign this Agreement. If I become aware of any projected or actual use of any such Invention by Agfa, I will promptly notify Agfa in writing of said use. Except as to the Inventions listed on Schedule A, or those which are the subject matter of an issued patent or publication at the time I sign this Agreement, I will not assign or assert any rights against Agfa with respect to any Invention made before my employment by Agfa in which I have an ownership interest.

SECTION B – CONFIDENTIAL INFORMATION

6. Agfa's Confidential Information

I will never directly or indirectly use Agfa's Confidential Information except in the furtherance of Agfa's business, nor will I directly or indirectly disclose or disseminate Agfa's Confidential Information to anyone who is not an officer, director, employee, attorney or authorized agent of Agfa or a person who has entered into a confidential relationship with Agfa, without the prior written consent of Agfa.

Both during and for one year after employment with Agfa, I will not directly or indirectly or by aid to others, do anything which would tend to divert from Agfa any trade or business with any customer with whom I had any contact or association during the one-year period immediately preceding termination of employment with Agfa or with any party whose identify or potential as customer was confidential and learned by me during my employment with Agfa.

All documents and tangible things embodying or containing Agfa's confidential Information are Agfa's exclusive property. I may have authorized access to them solely for performing duties of my employment by Agfa. Upon termination of employment and at such other times as Agfa may request, I shall deliver to Agfa all notebooks, reports, letters, manuals, drawings, blueprints, computer disks, computer passwords, records, physical assets and all other materials which contain Confidential Information, including copies of such material, which are in my possession or my control.

7. Confidential Information From Previous Employment

I certify that I have not and will not disclose or use during my employment with Agfa any confidential information that I acquired as a result of any previous employment or under a contractual obligation of confidentiality prior to my employment by Agfa.

8. Prior Restrictive Obligations

On Schedule B, an integral part of this Agreement, I have completely identified all prior obligations (written and oral), such as confidentiality agreements or covenants restricting future employment, I have entered into which may restrict my ability to perform the duties of my employment by Agfa.

SECTION C – CONFLICTS OF INTEREST

9. Outside Employment Activities

I will not engage in any outside employment or other activities which could give rise to conflicts of interest, diminish the effectiveness of my performance or reflect adversely on Agfa. This specifically includes without limitation:

- a. Outside employment, including self-employment, which may interfere with the performance of my duties as an Agfa employee;
- b. Other employment or activities which might require the use of Agfa's property or Agfa's Confidential Information.
- c. Simultaneous other employment in a line of business that is in conflict or competition, in whole or in part, with any of Agfa's lines of business.
- d. Engage in any outside activity which by its nature or the manner of participation, might reflect adversely upon Agfa. The giving of speeches or presentation of papers or acting as an instructor or seminar leader where Agfa's name is or could be involved must be approved in accordance with established Agfa policies.
- e. Requests from customers or potential customers for services outside the usual scope of my employment. These will be honored only upon approval in advance in accordance with established Agfa policies.
- f. Accepting any reimbursement or accepting entertainment or gifts of more than nominal value from a supplier, customer or competitor.

I understand that this Agreement is not intended to interfere with hobbies pursued as a matter of relaxation, even though they may produce income, so long as they do not affect Agfa adversely. I understand that this Agreement does not bar outside employment by special arrangement. As a condition of employment, such special arrangements must be reviewed in advance in each instance in accordance with established Agfa policies.

10. Inducement to Disaffection

Both during my employment by Agfa and for the one-year period following the end of my employment with Agfa, I will not either directly or indirectly induce or attempt to encourage or induce any other Agfa employee to leave Agfa's employment.

SECTION D – GENERAL EMPLOYMENT TERMS

11. Employment at Will

I UNDERSTAND AND AGREE THAT THE EMPLOYMENT RELATIONSHIP BETWEEN AGFA AND MYSELF IS AN EMPLOYMENT AT WILL RELATIONSHIP. AS SUCH, I UNDERSTAND AND AGREE THAT MY EMPLOYMENT BY AGFA IS NOT FOR ANY DEFINITE PERIOD, BUT MAY BE TERMINATED EITHER BY ME OR BY AGFA AT ANY TIME, FOR ANY OR NO REASON, WITH OR WITHOUT CAUSE.

12. Reimbursement of Funds

Upon termination, I shall properly account for funds advanced or entrusted to me and will promptly reimburse Agfa for amounts due. I authorize Agfa, where permitted by applicable law, to deduct from my pay, severance or other compensation, upon termination of employment, any amounts rightfully due to Agfa.

13. Company Policies and Procedures

I understand and agree that pursuant to the efficient and effective operation of the company, Agfa has and will establish various policies and procedures. I understand and agree that I will make every effort necessary to become aware of these policies and procedures, and will discharge my responsibilities in a manner that is consistent with their terms. I understand and agree that the existence of these policies and procedures, whether distributed in manual form to me or otherwise, do not constitute an employment contract or agreement to employ me for any specific period, and do not in any way alter the terms or at-will nature of my employment with Agfa.

SECTION E – GENERAL CONTRACT TERMS

14. Notice to Future Employers

I will inform each new employer, prior to accepting employment, of the existence of this Agreement and provide that employer with a copy of it. However, as long as I do not violate any of the terms of this Agreement, I will be free to exercise my skills and abilities with any other employer after termination of my employment with Agfa.

15. Remedies for Breach

I understand and agree that Agfa has the right to seek legal and equitable remedies in order to protect and enforce its rights under this Agreement, including money damages, specific performance, injunctive relief and may pursue all legal remedies necessary to prevent me from using, disclosing, or disseminating Agfa's Confidential Information.

16. Effective Date

I understand and agree that this Agreement becomes effective on the date that it is executed.

I understand and agree that my obligations to Agfa under this Agreement continue throughout the entire period of time I am employed by Agfa. These obligations will continue after and survive the end of my employment with Agfa.

17. Modification of Agreement

I understand and agree that only a written amendment executed by both me and Agfa can modify this Agreement and that only a corporate officer or an authorized employee/agent is authorized to execute a written amendment.

No oral statements, representations, promises or agreements shall serve to modify this Agreement or create any legal obligation binding either party hereto. Should any part or parts of the Agreement be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, such judgment shall not affect the validity of the balance of the terms of this Agreement which shall remain in full force and effect, and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically, as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

18. Miscellaneous

This Agreement binds my heirs, executors, administrators, legal representatives and assigns; this Agreement inures to the benefit of Agfa and its successors and assigns.

19. Definitions

For purposes of interpreting this Agreement, the following definitions will be applied:

- a. "Invention(s)" include not only inventions (whether patentable or not patentable), but also innovations, improvements, discoveries, developments, concepts, ideas and all other forms of intellectual property, whether or not any of the foregoing constitutes trade secrets or other confidential information, and whether or not patentable, which were made during my employment with Agfa and/or its predecessor companies.
- b. "Make" or "Made" when used in relation to Inventions includes any one or a combination of:
 - 1. Conception;
 - 2. Reduction to practice; or
 - 3. Development of an Invention, without regard to whether I am a sole or joint inventor.
- c. "Agfa" collectively identifies Agfa Corporation (a Delaware corporation having its principle place of business in Ridgefield Park, New Jersey), its parent company, affiliated companies, predecessors, designees, successors, assigns and its past, present and future operating companies, divisions, subsidiaries and other business units thereof.
- d. "Confidential Information" is any information used or acquired by me in connection with my Agfa employment, if the information is not available generally to the public or within the industry and its unauthorized use or disclosure might cause competitive injury to Agfa or otherwise have an adverse effect on its business or reputation, regardless of whether the information is protected by a patent or copyright. It includes information which I develop and information relating to Agfa affiliates, contractors, customers and other with whom Agfa has a relationship. "Confidential Information" is not limited to information which is specifically designated as confidential.

I hereby represent and warrant that I have read this Agreement prior to its execution, and that I am fully familiar with its contents. Agfa and I, both intending to be legally bound, have executed this Agreement in duplicate.

Employee Name (identified throughout this Agreement by the use of the first person singular)

Agfa Corporation

Employee Signature

Date

By: _____
Its Authorized Agent

Date

Schedule A

Inventions I made before my employment by Agfa in which I have an ownership interest which are not the subject matter of issued patents or printed publications. (If there are none, please enter the word "NONE")

Use additional sheets if necessary.

Schedule B

Restrictive written and oral obligations I have previously entered into. (If there are none, please enter the word "NONE")

Use additional sheets if necessary.