

## INTELLECTUAL PROPERTY ASSIGNMENT AND NON-DISCLOSURE AGREEMENT FOR NEW EMPLOYEES

As an employee, you will have access to internal information belonging to State Farm Mutual Automobile Insurance Company or its affiliates or subsidiaries ("State Farm"). You have been offered employment conditioned upon your entering into an Intellectual Property Assignment and Non-Disclosure Agreement. In consideration of your employment, or continued employment, you agree to be legally bound as follows:

1. **Assignment of Intellectual Property.** I hereby assign and transfer all rights, title, and interest including but not limited to patent, copyright, and trade secret rights, to any inventions, discoveries, ideas, techniques, improvements, processes, material, concepts, designs, software, technologies, innovations, creations and work product, whether or not patentable, that I conceive, develop, create, or reduce to practice, on my own or in concert with others, while performing work for, or on behalf of, State Farm, or while using State Farm resources, equipment, time, or information.

This agreement does not apply to an invention for which no equipment, supplies, facility, confidential or trade secret information of State Farm was used and which was developed entirely on my own time unless (a) the invention relates (i) to the business of State Farm, or (ii) to State Farm's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by me, on my own or in concert with others, for State Farm. Additionally, this assignment does not apply to any discoveries, original works, or inventions created or developed prior to my employment by State Farm and listed on Attachment "A" of this agreement. Copies of all documents listed on Attachment "A" must be submitted to State Farm. These documents may be attached directly to Attachment A, or may be sent to [HOME HR-IP](#).

Further, upon request by State Farm, and without additional compensation, I will do all things reasonably necessary to perfect State Farm's ownership rights including, without limitation, the execution of any assignments, patent applications, or other documents as may be requested by State Farm.

2. **Non-Disclosure.** I will safeguard and prevent unauthorized disclosure (including to other State Farm employees) of all confidential and/or trade secret information that I acquire, develop or to which I have access during my employment with State Farm. Such information belongs exclusively to State Farm and I will not use it for my personal benefit/advantage or the benefit/advantage of others outside of State Farm. I will not disclose such information including but not limited to trade secrets, patents, copyrighted information or any other information marked as privileged, confidential, for internal use only, or any other designation signifying restrictions on distribution either within or outside of State Farm without express written authorization. Upon termination of my employment, I also will return to State Farm any such information, as described in this paragraph, that I may possess. I understand that nothing in this Agreement is intended to or will be used in any way to limit my rights to communicate with a government agency, or to take concerted employment action, as provided for, protected under or warranted by applicable law. Pursuant to the Defend Trade Secrets Act of 2016, I understand that: An individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (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 that is filed under seal in a lawsuit or other proceeding. Further, I understand that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney of the individual and use the trade secret information in the court proceeding if the individual: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.
3. **Continuing Obligation.** I understand and agree that my obligations under this Agreement continue indefinitely and without limitation after the termination of my employment with State Farm.
4. **Employment Relationship.** This Agreement does not create or confer a right to continued employment for any specific duration and does not otherwise modify the terms and conditions of my employment with State Farm, which is at all times "at will" meaning it can be terminated by me or State Farm at any time and for any or no reason.
5. **General.** I also agree:
  - a. This Agreement will be enforceable, in whole or in part, and will benefit State Farm, its successors and assigns.
  - b. The failure or refusal of State Farm to enforce the Agreement or to assert a violation in any particular situation will not be and shall not be regarded as, a waiver of any other subsequent breach by me of the same or of any other provision of this Agreement.
6. **Entire Agreement.** I understand and agree that this is the entire Agreement with State Farm with respect to the subject matter contained herein. This Agreement cannot be modified, amended, or terminated except by an express written agreement between me and State Farm.

I acknowledge that I have read this Agreement in its entirety, and I understand each and every provision.

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Submit

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