

## INTELLECTUAL PROPERTY AGREEMENT

For good and valuable consideration, including my employment or continuing employment with Exxon Mobil Corporation (the "Company"), effective \_\_\_\_\_ the Company and I agree:

1. Handling Information and Secrecy. I recognize the critical importance of proper handling of information held or used by the Company and its affiliates. I will comply with applicable Company policies and procedures for managing and protecting such information. I recognize that a business must frequently give its employees confidential information from various sources and that employees develop confidential information as part of their jobs. Confidential information can include virtually any kind of information, including without limitation trade secrets, financial information, business plans, investment opportunities, and personnel data. I agree that, except as required by my job, I will never use or disclose, either during or after my employment, confidential information held or used by the Company or its affiliates, including without limitation information received in confidence from third parties, unless the information has entered the public domain through proper means. I will never improperly use for the benefit of or disclose to the Company or its affiliates any confidential information of any of my prior employers or other third parties.

2. Work Products. The Company will own the products of work related to the business of the Company or its affiliates that I perform while I am an employee. Such work products include all intellectual property that I develop, alone or jointly with others. For example but not by way of limitation, the Company will own the following work products that I develop, alone or jointly with others, while I am employed by the Company, and that relate to the business of the Company or its affiliates:

- (a) all papers, reports, charts, drawings, data bases, computer files, software, models and other tangible materials;
- (b) the copyrights in all original works of authorship; and
- (c) all inventions and discoveries, whether patentable or not, that I conceive or reduce to practice.

The Company will own the work products described above regardless of whether I develop them during or outside of regular working hours, or on or off Company premises. However, the Company will not own my personal writings, inventions, and discoveries that are not related to the business of the Company or its affiliates.

3. Disclosure and Protection of Inventions and Discoveries. I will promptly disclose to the Company all my inventions and discoveries described in Paragraph 2(c) above. If the Company seeks patent protection on any of them, the provisions of Schedule A will apply.

4. Transfer. If I transfer to an affiliate of the Company, this Agreement will automatically be assigned to that affiliate when I transfer.

5. Termination of Employment.

A. No Notice Required. I recognize that I am an employee at will. I may terminate my employment at any time and the Company may terminate my employment at any time, with or without cause. If the Company terminates my employment without cause with less than one month's notice, the Company will pay me an amount equal to one month's salary.

B. Return of Property and Protection of Information. At the end of my employment I will return to the Company all Company property and all proprietary documents and other proprietary materials that came into my possession in the course of my employment. After my employment, I will continue to honor all my obligations under Paragraph 1 above.

C. Establishing, Protecting and Enforcing Rights to Work Products. If requested by the Company, after my employment I will assist the Company or its nominees in establishing, protecting and enforcing their rights to the work products referred to in Paragraph 2 above. In that event, the Company or its nominees will reimburse me for my reasonable expenses and will pay me for my actual time at a daily rate not less than the equivalent daily rate calculated from my last wage or salary with the Company.

6. Effective Date and Prior Contracts. This Agreement is effective the date indicated in the first sentence of this Agreement. If I have previously entered into a contract with the Company or an affiliate covering general obligations respecting confidential information or work products, this Agreement will be effective the date indicated above, but such prior contract will continue to govern events occurring before the date indicated above.

7. Modifications and Severability. This Agreement may not be changed orally. If any provision of this Agreement is unenforceable for any reason, the remaining provisions of the Agreement will continue in full force and effect.

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

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

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Witness Name: \_\_\_\_\_

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

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

## **Schedule A**

### **Patents**

- A1. At the Company's request I will assist the Company or its nominee in perfecting its formal title to each invention and discovery conceived or reduced to practice by me, and in obtaining and enforcing patents on such invention and discovery. I will execute and deliver to the Company or its nominee formal, written assignments of each such invention and discovery.
- A2. The Company or its nominee will pay me a one-time award of \$1,000 when the Company or its nominee first takes from me a written assignment of a specific invention or discovery in connection with the filing of one or more patent applications on such invention or discovery. The Company or its nominee will pay me the \$1,000 award only for the first such assignment, even if the Company or its nominee takes additional assignments of the specific invention or discovery, for example, for the purpose of filing multiple patent applications on that invention or discovery.
- A3. The magnitude of the \$1,000 award to be paid to me will not be varied according to the number of inventors, or the number of assignments, or the number of patent applications filed, or the number of patents that issue on a given invention or discovery. However, if the Company or its nominee subsequently takes from me a written assignment of a related but different specific invention or discovery, for example in connection with the filing of a divisional patent application or continuation-in-part patent application, the Company or its nominee will pay me an additional one-time award of \$1,000.

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NOTICE TO EMPLOYEES REGARDING  
ASSIGNMENT OF INVENTIONS AND DISCOVERIES

Under applicable law, your agreement to assign inventions and discoveries to the Company or its nominees does not apply to an invention or discovery that you develop entirely on your own time without using the Company's equipment, supplies, facilities, or trade secrets, except for those inventions and discoveries that either (1) relate at the time of conception or reduction to practice of the invention or discovery to the business of the Company or its affiliates, or (2) result from any work performed by you for the Company or its affiliates.

Your agreement with the Company regarding your inventions and discoveries is consistent with this law. Nevertheless, we are required by law to furnish you with a copy of this notice, and we would appreciate you signing in the space provided below to acknowledge receipt.

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Signature

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Name - Typed or Printed

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Date

For use in states of California, Illinois, Kansas, Minnesota, and Washington.