

**Title: FoC Temp - Affiliate Confidentiality / IP  
Agreement Form  
Number: FOCLGL-0000**

**Confidentiality and Intellectual Property Rights Agreement**

IN CONSIDERATION of being placed on a temporary assignment with Cascade Engineering, Inc. and/or its affiliated companies (hereinafter called the "Company") through a staffing agency, I hereby agree as follows:

1. I understand that during my assignment, I may be exposed to confidential and trade secret information of the Company, including but not limited to the Company's or its customers' business practices and plans, manufacturing methods, processes, techniques, and computer systems or programs; new products or research conducted by the Company; information about the Company's current, past and prospective employees vendors, and customers, including names, addresses, personnel and other personal information; policies and procedures; products and processes under development; manufacturing processes currently used; business plans; financial information; customers; suppliers; and research of the Company ("Confidential Information"). Confidential Information shall not include any information which is generally known to the public or is made known to me by a third party without a binder of secrecy to the Company.
2. I understand that this Confidential Information is valuable to the Company and gives the Company a competitive advantage in the marketplace for its goods and services. As a result, I will not directly or indirectly disclose Confidential Information to anyone other than authorized officers or employees of the Company. At the end of my assignment with the Company, I will not take with me without written consent of an officer of the Company any Confidential Information, including but not limited to any drawing, blueprint, or other reproduction, software, confidential data, parts or equipment of the Company. I understand and agree that my obligations of confidentiality under this Agreement continue beyond the termination of my assignment with the Company.
3. I recognize further that all records, reports, notes, compilations or other recorded matter, and copies or reproductions thereof, relating to the Company's operation or its customers' operations, activities, or business, made or received by me during any period of my assignment with the Company, are and shall be the property of the Company or its customer exclusively, and I will keep the same at all times confidential and will surrender the same at the termination of my assignment, if not before.
4. I agree to assign to the Company exclusively all inventions, discoveries, improvements, devices, tools, machines, apparatus, appliances, computer programs or other software, designs practices, processes, methods, formulas, products, trade secrets and the like (hereinafter called "Inventions") whether or not patentable, directly or indirectly useful in or related to the Company's business, which I shall make, originate, conceive or reduce to practice, either solely or jointly with others during the term of my assignment and without charge to the Company. I further agree that I will execute, acknowledge, and deliver any and all papers necessary to the Company to obtain patents for its own benefit for said inventions in any and all countries selected by the Company. All patents, applications for patents and Inventions will remain the property of the Company, whether patented or not.
5. I further agree that all writings made by me during the course of my assignment with the Company shall be considered to be works for hire and the Company shall be considered the author thereof.

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6. I acknowledge that the Company has a legitimate need to protect its Confidential Information and Inventions. I further acknowledge that the Company will not have an adequate remedy at law nor will money damages adequately compensate the Company in the event of my failure to abide by the terms and conditions of this Agreement. Any violation by me of the terms and conditions contained in the Agreement will entitle the Company to a restraining order, an injunction, or a decree of specific performance, any and all as may be ordered by a court of equity, in addition to any other rights or remedies which the Company may have at law or at equity.

7. I attach hereto a complete list, if any, of all inventions which I have made or conceived prior to my assignment to the Company and which are to be excluded from this Agreement.

8. I will not make or publish any disparaging, slanderous, or libelous statements about the Company and its policies and practices, its shareholders, current/former board members, officers, employees, affiliates, agents or affiliated companies.

9. This Agreement represents the entire understanding between the Company and me regarding these issues. Any waiver, alteration or modification of any provision of this Agreement or cancellation or replacement of this Agreement shall not be valid unless in writing and signed by an officer of the Company and me.

10. The validity, construction, and performance of this Agreement shall be governed and interpreted in accordance with the laws of the State of Michigan. The Circuit Court for the County of Kent, State of Michigan shall have jurisdiction over all disputes arising from or relating to the execution, interpretation, and performance of this Agreement, and I waive any other forum to which I may be entitled by virtue of domicile or otherwise. I believe that every provision of this Agreement is effective and valid under applicable law, and whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid. If any portion of this Agreement is found to be invalid or unenforceable for any reason, any court or other tribunal adjudicating the rights and duties of the parties under this Agreement shall limit, alter, modify or strike portions of the Agreement to the least extent necessary so that it will be enforceable to the fullest extent permitted by law. I agree that any violation of these restrictions or covenants will cause substantial irreparable injury to the Company and that the damage to the Company as a consequence of my breach of this Agreement will be difficult, if not impossible to measure. As a consequence thereof, I agree that the Company is entitled to preliminary and permanent injunctive relief to secure the specific performance of these covenants and to prevent a breach or a contemplated breach of this Agreement. The Company reserves all remedies available at law or equity, including the right to seek money damages.

IN WITNESS WHEREOF, I have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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