

Confidentiality & Intellectual Property Agreement

This Confidentiality & Intellectual Property Agreement (“Agreement”) is entered into by the undersigned contractor and AbbVie Inc., a Delaware corporation, on behalf of itself and its affiliates (“AbbVie”). During my participation in the AbbVie Innovation Challenge (“the AbbVie Innovation Challenge”) with AbbVie during a defined period in 2021, and in consideration of my access to AbbVie’s Confidential Information (as defined below), I agree as follows:

1. In my role as a voluntary participant in the AbbVie Innovation Challenge, I will receive, use, obtain, or otherwise encounter or have access to Confidential Information of AbbVie (as defined below).

2. The AbbVie Innovation Challenge is an educational opportunity for my benefit. I will not displace an AbbVie employee or contractor. I will not be paid any compensation or receive any benefits from AbbVie, and I have not been promised a position with AbbVie of any kind.

3A. I acknowledge and agree that under this Agreement, the term “Confidential Information” means any confidential or proprietary information which is transferred from AbbVie to me as part of the AbbVie Innovation Challenge, including but not limited to AbbVie strategies, plans, products, methods, services, techniques, software, research data, clinical data, pharmacological data, customer/patient lists and data and files, financial data, pricing and sales information, prototypes, models, purchasing, accounting, marketing, and all other know-how and proprietary information that are in AbbVie’s possession and that have not been published or disclosed to the general public. For the avoidance of doubt, I acknowledge and agree that the AbbVie Innovation Challenge by its nature as a strategic business planning challenge will largely be comprised of Confidential Information of AbbVie concerning its company, its products and its analyses of the hepatitis C market in the United States, with both written and oral transfers of such information occurring frequently by AbbVie to me as a participant student and which if in writing, will be marked “confidential,” “proprietary,” or other similar words at the time of disclosure.

3B. I acknowledge and agree that Confidential Information shall not include information which (a) is known or open to the public or otherwise in the public domain at the time of disclosure; or (b) becomes part of the public domain after disclosure by any means except through breach of this Agreement by me; or (c) is already known to me at the time of disclosure; or (d) is obtained by me from a third party who has a lawful right to disclose it; or (e) is independently developed by me without using AbbVie’s Confidential Information as evidenced by my written records; or (f) is disclosed by a third party not under any known obligation of confidentiality. or (g) is required to be disclosed by law or statutory regulation or pursuant to a court order.

3C. I agree to hold in confidence all Confidential Information which may come to my attention and not to disclose such information to any third party who is not part of my AbbVie Innovation Challenge team or to use such information for my own or anyone else’s benefit at any time. I further agree to notify AbbVie immediately of any inadvertent disclosure or access to any such information by third parties while it is in my possession. My duty to protect Confidential Information expires two (2) years from the date of expiration or any early termination of this Agreement, whichever comes earlier, at which point all obligations concerning disclosure shall end.

Nothing in this Agreement shall prevent me from disclosing information, including Confidential Information, to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of the law; nor shall this Agreement, including the duties, obligations and restrictions identified in this Agreement, prevent me from disclosing Confidential Information in a complaint that is made under seal and protected from public disclosure when such complaint is filed in a whistleblowing or anti-retaliation lawsuit.

3D. I understand and agree that I may be given read-only access to a secure website owned and operated by AbbVie where Confidential Information may be maintained. I further understand and agree that if I am given such access, I will not share my username or password with any other person or entity, and further, that I will only use Confidential Information on such website for the AbbVie Innovation Challenge and that I will not attempt to print, download or save any such information, because my access would be read-only access. I understand and agree that I can refer to such information including retyping its content for the limited purpose of using it for the AbbVie Innovation Challenge, and, the Team Submission (as that term is defined under paragraph 6 of this Agreement).

4. For publications, presentations and other public disclosures, I hereby understand and agree as follows:

A. For the period of (2) years from the date that I sign this Agreement, I cannot present or publish, or submit for publication or otherwise disclose publicly any work resulting from the AbbVie Innovation Challenge nor the Team Submission, unless: (i) prior to any such disclosure, I first notify and provide AbbVie with a written copy of the proposed presentation or publication or other work that I want to disclose publicly, and provide AbbVie upon its receipt twenty (20) business days to review the proposed work to determine

if my work contains any Confidential Information or constitutes the Team Submission; and (ii) if AbbVie notifies me in writing within those twenty (20) days that there is Confidential Information in my proposed presentation or publication or other public work that I need to remove, or that it constitutes or infringes upon the Team Submission, then before presenting, publishing or otherwise publicly disclosing my work, I will remove all such identified Confidential Information from my work and/or if applicable, modify its content to not infringe upon the Team Submission; and (iii) that I can present, submit for publication or publish or otherwise publicly disclose my work after I remove such content and/or if applicable, modify its content so it does not infringe. If the twenty (20) day review period expires without written notice from AbbVie, I understand and agree that I shall be free to present, publish or otherwise disclose my proposed work in any manner consistent with professional standards.

- B. After the two (2) year period has expired from the date that I sign this Agreement, I will not have to submit any proposed presentation, publication, or other public disclosure of any work resulting from the AbbVie Innovation Challenge including any work containing Confidential Information, provided, however, that if I want to present, submit for publication, publish or otherwise publicly disclose the Team Submission (as defined under paragraph 6 of this Agreement), I will before any such presentation, submission for publication, publication or other public disclosure do the following because I acknowledge and agree that under the terms of this Agreement, AbbVie is the sole and exclusive owner of the Team Submission: (i) modify the content of the Team Submission so that what I present, submit for publication, publish or otherwise publicly disclose does not infringe upon AbbVie's ownership rights of the Team Submission (as defined under paragraph 6 of this Agreement); and (ii) at least thirty (30) days before making any disclosure, notify AbbVie by sending a copy of my intended disclosure to AbbVie.
- C. AbbVie in its sole discretion at any time during or after the AbbVie Innovation Challenge has sole discretion on whether it presents, publishes or publicly discloses any material that contains any or all of the Confidential Information or Team Submission (as defined under paragraph 6 of this Agreement), provided that any publication is consistent with professional standards and provided that any other disclosure is consistent with reasonable commercial purposes applicable to the pharmaceutical industry.
5. If I need to notify AbbVie under this Agreement, I will notify AbbVie by both email and regular mail as follows:

AbbVie Inc., Attn: Matt Zoerink or Successor,
1 N. Waukegan Road
North Chicago, IL 60064
E: matthew.zoerink@abbvie.com

6. I hereby agree that the storyboard and other data, records, report(s) or other materials that my team submits to AbbVie for the AbbVie Innovation Challenge judging ("the Team Submission") shall be and hereby is the sole and exclusive property of AbbVie. I will and hereby do assign to AbbVie my entire right, title, and interest to all of the Team Submission, including all patents, patent applications, priority rights, copyrights and registrations thereon or related thereto. I will execute any additional instruments AbbVie considers necessary to convey, confirm or perfect AbbVie's ownership thereof, and shall assist AbbVie in obtaining, defending and enforcing its rights therein. AbbVie shall bear all expenses it authorizes to be incurred in connection with such activity and shall pay me reasonable compensation for any time I spent performing such duties of assistance regarding such rights if requested by AbbVie.

7. I acknowledge that I shall not be an employee or contractor of AbbVie for any purpose. This Agreement shall not entitle me to any compensation, or to participate in any benefit plan or program for AbbVie employees or contractors, and I waive any and all rights that I may have to any compensation, or to participate in any such plans or programs. I am not entitled to worker's compensation coverage by AbbVie, and I waive any and all rights that I may have to be covered under AbbVie's worker's compensation policies.

8. I represent that I do not have other relationships or commitments to any other person or entity which conflict with my obligations to AbbVie under this Agreement. I make no representations other than those specified in this Agreement. I make no express or implied warranties including implied warranties of merchantability or fitness for any particular purpose of data or technical information derived from the AbbVie Innovation Challenge, the Team Submission or of any tangible or intangible property or property right.

9. I will not remove any items from AbbVie's facilities without the prior written consent of AbbVie management. Upon the end of the AbbVie Innovation Challenge or upon AbbVie's request, I will return all AbbVie property, including but not limited to Confidential Information, electronic equipment, badges, parking stickers, memoranda, notes, records, files, reports, photographs, drawings, plans, papers, computer software, compounds, pharmaceutical drug samples,

and other documents, products and materials made or compiled by or made available to me during the AbbVie Innovation Challenge, and any copies, summaries or abstracts thereof, whether or not they contain Confidential Information.

10. I will not disclose or use, directly or indirectly, for the AbbVie Innovation Challenge, any confidential or proprietary information, whether in electronic, paper, or other form, that I obtained from any other party or learned about through my interactions with any other party.

11. I shall comply with the AbbVie Code of Business Conduct during the AbbVie Innovation Challenge, available to me publicly at <https://www.abbvie.com/our-company/ethics-compliance/abbvie-code-of-business-conduct.html>

12. This Agreement constitutes the complete understanding between me and AbbVie and supersedes any and all prior agreements or understandings, no matter their form, concerning its subject matter. No promises or agreements made by me and AbbVie after this Agreement becomes effective will be binding unless they are in writing and signed by me and an authorized representative at AbbVie. If any provision of this Agreement is ruled invalid or unenforceable, that provision will be deemed excised, and the remainder of the Agreement will remain valid and enforceable. This Agreement shall be construed, and its enforceability and the relationship of the parties shall be determined, in all respects under the laws of Illinois, without giving effect to conflict of laws.

Agreed to and accepted by:

Signature: _____ Date: _____

Printed Name: _____
(First) (Middle) (Last)

Personal Email: _____