

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6085296

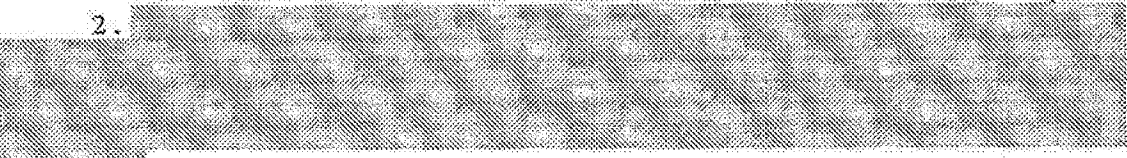
<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DAVID KAY	10/08/1998
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VERTEX PHARMACEUTICALS (EUROPE) LIMITED
<b>Street Address:</b>	86-88 JUBILEE AVENUE
<b>Internal Address:</b>	MILTON PARK
<b>City:</b>	ABINGDON, OXFORDSHIRE
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	OX14 4RW
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16532596
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)426-6567
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	6177287100
<b>Email:</b>	BOSpatents@dechert.com
<b>Correspondent Name:</b>	DECHERT LLP
<b>Address Line 1:</b>	ONE INTERNATIONAL PLACE
<b>Address Line 2:</b>	100 OLIVER STREET
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110-2605
<b>ATTORNEY DOCKET NUMBER:</b>	394927-007USC3 (168879)
<b>NAME OF SUBMITTER:</b>	ANDREA L.C. REID
<b>SIGNATURE:</b>	/Andrea L.C. Reid/
<b>DATE SIGNED:</b>	04/30/2020
<b>Total Attachments: 3</b>	
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# VERTEX PHARMACEUTICALS (EUROPE) LIMITED

## Employee Non-Disclosure & Inventions Agreement

1. **Non-Disclosure of Information.** I agree that, at all times during or subsequent to my employment, I will keep in strictest trust and confidence all Confidential Information (as defined below) of Vertex Pharmaceuticals (Europe) Limited and its subsidiaries and affiliated companies, including without limitation Vertex Pharmaceuticals Incorporated (together, "Vertex") that is disclosed to me or created by me or to which I have access. I will not use or disclose such Confidential Information without the written consent of Vertex, except as may be necessary in the ordinary course of performing my duties as an employee of Vertex.

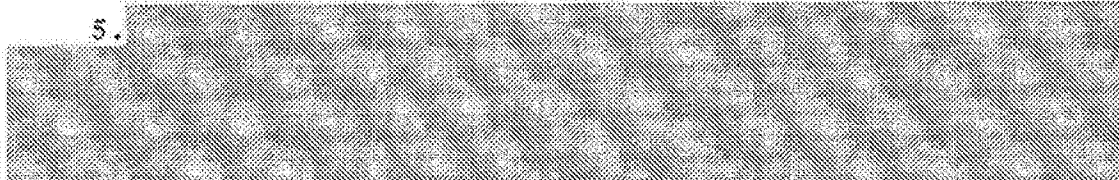
2.



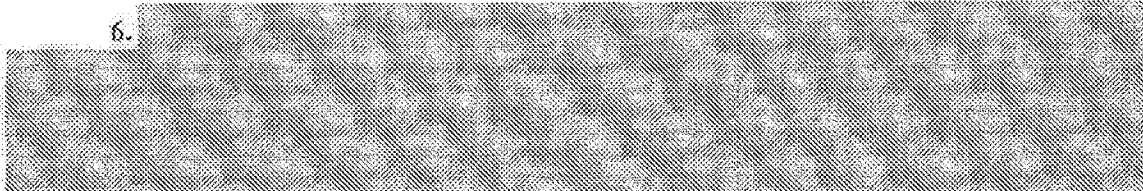
3. **Disclosure of Inventions.** I will promptly and fully disclose to Vertex (or any persons designated by it) all Inventions made, developed, created, generated, conceived or reduced to practice by me, either alone or jointly with others, whether during or after the period of my employment.

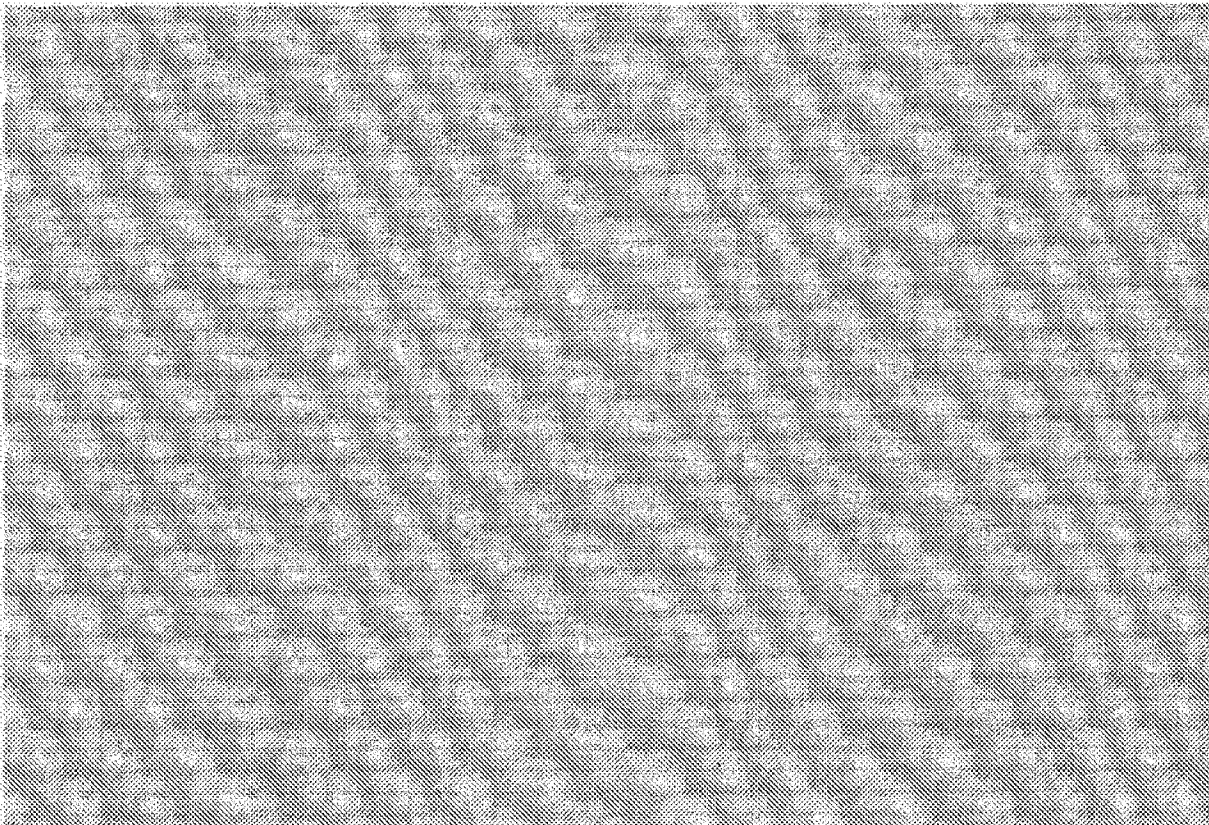
4. **Assignment of Rights.** I agree that all Confidential Information and Inventions shall be the sole property of Vertex and its assigns, and Vertex and its assigns shall be the sole owner of all patents, copyrights, trademarks, trade secrets, and other rights and protection in connection therewith. I hereby assign to Vertex any rights I may have or acquire in such Confidential Information and Inventions. I further agree to assist Vertex in every proper way (but at Vertex's expense) to obtain and from time to time enforce patents, copyrights, trademarks, trade secrets, and other rights and protection relating to said Confidential Information and Inventions in any and all countries, and to that end I will execute all documents for use in applying for, obtaining and enforcing such patents, copyrights, trademarks, trade secrets and other rights and protection on such Confidential Information and Inventions, as Vertex may desire, together with any assignments thereof to Vertex or persons designated by it. The foregoing obligation to assist Vertex shall continue after the termination of my employment, but Vertex shall compensate me at a reasonable rate for time actually spent by me on such assistance at Vertex's request after my termination.

5.



6.





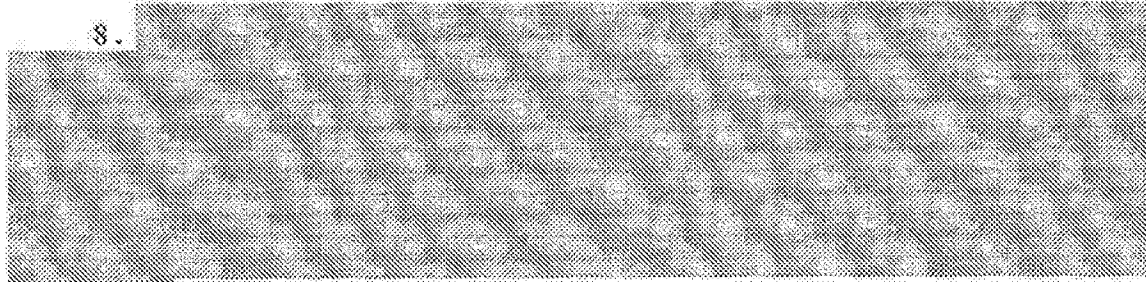
7. Definitions. For the purposes of this Agreement:

7.1. "Confidential Information" includes any and all versions of any of the following: (i) data or information concerning Vertex's business and technologies; (ii) Vertex's proprietary pharmaceutical compounds, processes, data and documentation; (iii) Vertex's proprietary computer software, firmware, data, documentation and information; (iv) Vertex's business methods and practices; (v) confidential, proprietary or trade secret information received from or otherwise relating to Vertex's customers, suppliers, consultants, collaborators or other third parties, including without limitation the names of such persons or entities and the nature of Vertex's relationships with them; (vi) information concerning the employees of Vertex; and (vii) any other information (including information about Vertex's operations, personnel, products or services) which, if misused or disclosed, could have a reasonable possibility of adversely affecting the business of Vertex (including, without limitation, any such data, documentation and information created, developed, produced, or made by me during the period of or arising out of my employment by Vertex); *provided, however*, that "Confidential Information" shall not include any information which is now in the public domain or which becomes part of the public domain by publication or otherwise, except by breach of this Agreement.

7.2. "Inventions" means all inventions, discoveries, developments, designs, improvements, formulae, processes, techniques, computer programs, strategies, specific know-how, data, and intellectual property, whether or not patentable or registrable under patent, copyright or similar statutes (i) that are made, developed, created, generated, conceived or reduced to practice by me, either alone or jointly with others, while I am employed by Vertex, or (ii) that result from tasks assigned to me by Vertex or from the use of premises or property (including equipment, supplies, facilities or Vertex's Confidential Information) owned, leased, or contracted

for by Vertex and that are made, developed, created, generated, conceived or reduced to practice by me, either alone or jointly with others, whether during or after my employment with Vertex.

8.



9. **General.** This Agreement does not constitute a contract of employment. It shall survive the termination of my employment. It may be modified only by an agreement in writing signed by me and by an authorized representative of Vertex. This Agreement shall be effective as of the date of commencement of my employment by Vertex. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without giving effect to conflict of laws provisions thereof. This Agreement shall be binding upon me and my heirs and personal representatives and shall inure to the benefit of Vertex and its successors, assigns and nominees.

J. Shay  
(Name)

8th October 1978  
(Date)

VERTEX PHARMACEUTICALS (EUROPE) LIMITED

By: R. H. Aldrich  
Richard H. Aldrich  
Director