

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | EMPLOYMENT AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| NAN ZHANG | 09/17/2012 |
| RECEIVING PARTY DATA | |
| Name: | MEMC ELECTRONIC MATERIALS, INC. |
| Street Address: | 501 PEARL AVENUE |
| City: | ST. PETERS |
| State/Country: | MISSOURI |
| Postal Code: | 63376 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 16875468 |
| CORRESPONDENCE DATA | |
| Fax Number: | (314)621-2307 |
| <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> | |
| Phone: | 3146215070 |
| Email: | uspatents@armstrongteasdale.com |
| Correspondent Name: | ARMSTRONG TEASDALE LLP |
| Address Line 1: | 7700 FORSYTH BLVD |
| Address Line 2: | SUITE 1800 |
| Address Line 4: | CLAYTON, MISSOURI 63105 |
| ATTORNEY DOCKET NUMBER: | 28744-5164 (171017.1) |
| NAME OF SUBMITTER: | MICHAEL J. VANDER MOLEN |
| SIGNATURE: | /Michael J. Vander Molen/ |
| DATE SIGNED: | 05/03/2021 |
| Total Attachments: 7 | |
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TECHNOLOGY IS BUILT ON US

EMPLOYEE CONFIDENTIALITY & ARBITRATION AGREEMENT

I understand that the success of MEMC Electronic Materials, Inc. depends to a substantial extent upon the protection of its Confidential Information by all of its employees. Therefore, in consideration of the compensation and other benefits of my employment and continued employment by MEMC Electronic Materials, Inc. or one of its subsidiaries or Affiliates, as well as MEMC's promise to provide me with Confidential Information (as defined below) and specialized training that I will receive in MEMC's business, I agree with MEMC as follows.

DEFINITIONS

As used herein, "MEMC" includes MEMC Electronic Materials, Inc. and any of its subsidiaries or Affiliates that employ me.

The term "Affiliate" means any corporation, partnership, joint venture or other business organization in which MEMC Electronic Materials, Inc. now or hereafter, directly or indirectly, owns or controls at least a twenty percent (20%) equity interest, and any corporation, partnership, joint venture or other business organization which is affiliated with MEMC Electronic Materials, Inc. by way of, now or hereafter, directly or indirectly, an equity interest of at least twenty percent (20%).

As used herein, "Confidential Information" means all technical and business information of MEMC, whether patentable or not, which is of a confidential, trade secret and/or proprietary character and which is either developed by me (alone or with others) or to which I have had access during my employment. Confidential Information shall also include confidential evaluations of, and the confidential use or non-use by MEMC of, technical or business information in the public domain.

BEST EFFORTS

During my MEMC employment, I shall devote my working time and best efforts to the service of MEMC and shall comply with the policies and procedures of MEMC, including those relating to security and employee conduct, and I shall not engage in any other business or technical activity (or the planning of such business or technical activity), competitive with or in conflict with the business interests of MEMC.

CONFIDENTIAL INFORMATION

I shall use my best efforts and diligence both during and after my MEMC employment to protect the confidential, trade secret and/or proprietary character of all Confidential Information. I shall not, directly or

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indirectly, use (for myself or another) or disclose any Confidential Information, for so long as it shall remain proprietary or protectable as confidential or trade secret information, except as may be necessary for the performance of my MEMC duties.

I agree that I will maintain at my work station or other places under my control only such Confidential Information that I have a current need to know for legitimate MEMC business purposes and that I will return to the appropriate person or location or otherwise properly dispose of all Confidential Information once my need to know no longer exists. I agree that I will not make copies of information unless I have a legitimate need for such copies in connection with my work at MEMC.

I shall deliver promptly to MEMC, at the termination of my employment, or at any other time at MEMC's request, without retaining any copies, all documents and other material in my possession relating, directly or indirectly, to any Confidential Information.

I recognize that MEMC has received and in the future will receive from third parties confidential or proprietary information subject to a duty on MEMC's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that each of my obligations pertaining to Confidential Information shall also apply to the confidential, trade secret and proprietary information learned or acquired by me during my employment from such third parties.

I understand and agree that I shall not disclose to MEMC, or use for its benefit, any of the confidential, trade secret or proprietary information of others, including any of my former employers.

COMPETITIVE ACTIVITY

I shall not, directly or indirectly (whether as owner, partner, consultant, employee or otherwise), at any time during the period of two (2) years following termination for any reason of my final employment with MEMC, engage in or contribute my knowledge to any work or activity that involves a product, process, apparatus, service or development which is then competitive with or similar to a product, process, apparatus, service or development on which I worked or with respect to which I had access to Confidential Information while at MEMC at any time during the period of five (5) years immediately prior to such termination ("Competitive Work"), unless I first obtain the express written consent of a duly authorized officer of MEMC, which consent may be withheld in MEMC's sole discretion. Following the expiration of said two (2) year period, I shall continue to be obligated under the "Confidential Information" section not to use or to disclose Confidential Information so long as it shall remain proprietary or protectable as confidential or trade secret. For purposes of this paragraph, a semiconductor device shall not be considered competitive with, or similar to, any product of MEMC.

NON-SOLICITATION OF EMPLOYEES

During my employment by MEMC, and for a period of one (1) year thereafter, I shall not, directly or indirectly, solicit, induce or attempt to solicit or induce an employee of MEMC to leave MEMC or accept employment or affiliation with another firm or company.

NON-SOLICITATION OF CUSTOMERS

During my employment by MEMC, and for a period of two (2) years thereafter, I shall not, directly or indirectly, take any action to discourage or divert any customers from doing business with MEMC, or otherwise interfere with MEMC's continuing relationships with its customers. For purposes of this Section, "customer" means any person or entity that purchased goods or services from MEMC at any time during the last five (5) years of my employment or that was actively considered as a potential customer by MEMC at any time during the last three (3) years of my employment.

IDEAS, INVENTIONS OR DISCOVERIES

I shall promptly disclose to MEMC all ideas, inventions or discoveries, whether or not patentable, which I may conceive or make, alone or with others, during my employment, whether or not during working hours, and which directly or indirectly

- (a) relate to matters within the scope of my duties or field of responsibility during my employment by MEMC; or
- (b) are based on my knowledge of the actual business or the actual or anticipated research and development of MEMC; or
- (c) are aided by the use of time, materials, facilities or information of MEMC.

I hereby assign to MEMC, or its nominee, without further compensation, all of my right, title, and interest in all such ideas, inventions or discoveries in all countries of the world.

Without further compensation but at MEMC's expense, I shall give all testimony and execute all patent applications, rights of priority, assignments and other documents and in general do all lawful things requested of me by MEMC to enable MEMC to obtain, maintain, and enforce protection of such ideas, inventions, and discoveries for and in the name of MEMC, or its nominee, in all countries of the world. However, should I render any of these services following termination of my employment, I shall be compensated at a rate per hour equal to the basic salary I received from MEMC at the time of termination and shall be reimbursed for reasonable out-of-pocket expenses incurred in rendering the services.

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I recognize and agree that the ideas, inventions or discoveries of the type described above conceived or made by me, alone or with others, within one (1) year after the termination of my employment are likely to have been conceived in significant part while employed by MEMC. Accordingly, I agree that all such ideas, inventions or discoveries shall be presumed to have been conceived during my MEMC employment unless and until I have established the contrary by clear and convincing evidence. I understand that my obligations contained herein will survive the termination of my employment and that I will continue to make all disclosures required of me by this section.

RELIEF

The parties hereby agree (a) that each and every restriction contained herein is reasonable with respect to subject matter, time, geographical area, and otherwise, and is necessary in order to protect MEMC's legitimate business interests, and (b) that in the event of a breach or violation of any provision hereof by me, MEMC may have no adequate remedy at law and will suffer irreparable loss and damage thereby. As a result, MEMC shall have the right to receive, and I hereby consent to the issuance of, temporary, preliminary and permanent injunctions enjoining me from any violation of said covenants. I further agree that no bond or other security shall be required of MEMC in obtaining such equitable relief.

ARBITRATION

To the maximum extent permitted by law, MEMC Electronic Materials, Inc. ("MEMC") and I agree that, except as noted below, any controversy, claim or dispute arising out of or related to my employment or the termination thereof ("claims") shall be arbitrated in accordance with the following procedure. Any and all claims shall be submitted to final and binding arbitration before the American Arbitration Association ("AAA") in the city where the AAA has an office that is closest to the MEMC office that employs me. Either party may initiate arbitration proceedings by filing a demand for arbitration with the AAA in the city where the AAA has an office that is closest to the MEMC office that employs me. The arbitrator shall be selected in accordance with the AAA's selection procedures. Such arbitration shall be in accordance with the AAA's then current version of the National Rules for the Resolution of Employment Disputes.

AUTHORITY OF THE ARBITRATOR

The arbitrator shall have the authority to grant any relief authorized by law. The arbitrator shall have exclusive authority to resolve all claims covered by this Confidentiality and Arbitration Agreement, and any dispute relating to its interpretation, applicability, enforceability or formation, including, but not limited to, any claim that all or any part is void or voidable. Any issues involving the arbitrability of a dispute shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq.

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FEES AND COSTS

MEMC will pay all arbitration fees, deposits and administrative costs assessed by the AAA; except that I shall be required to pay administrative fees to the AAA not to exceed the amount of the then-current filing fee for a civil action filed in the court of general jurisdiction in the state where I was last employed by MEMC. The arbitrator shall have power to award attorneys' fees, expert witness fees and costs according to statute, or according to a separate written agreement between the parties, or the National Rules for the Resolution of Employment Disputes of the AAA, but shall have no other power to award attorneys' fees, costs or expert witness fees.

COVERED CLAIMS

The claims covered by the above include, but are not limited to, claims for wrongful termination, unpaid wages or compensation, breach of contract, unjust, wrongful, or tortious discharge (including any claim of fraud, negligence, whistle blowing, or intentional infliction of emotional distress), defamation, violation of public policy, claims for harassment or discrimination (including, but not limited to, race, sex, religion, national origin, age, marital status, medical condition, disability, or sexual orientation), claims for benefits (except where an employee benefit or pension plan specifies a procedure for resolving claims different from this one), claims for physical or mental harm or distress, or any other employment-related claims under any federal, state or other governmental law, statute, regulation or ordinance, including, but not limited to, any claim of violations arising under the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e, et seq., 42 U.S.C. § 1981, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621, et seq., the Americans with Disabilities Act, 42 U.S.C. §§ 12101, et seq., the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201, et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. §§ 701, et seq., the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. § 1001, et seq., the Worker Adjustment and Retraining Notification Act ("WARN"), 29 U.S.C. §§ 2101, et seq., the Older Worker Benefit Protection Act ("OWBPA") 29 U.S.C. §§ 621, et seq., the Family and Medical Leave Act of 1993, as amended ("FMLA"), 29 U.S.C. §2601 et seq., and any other statutes or laws relating to an employee's relationship with the employer. However, claims for workers' compensation benefits and unemployment compensation benefits are not included, and such claims may be presented to the appropriate court or government agency.

Notwithstanding these provisions, nothing in this Confidentiality and Arbitration Agreement prevents me from filing a charge with the Equal Employment Opportunity Commission (the "EEOC") or participating in any investigation or proceeding conducted by the EEOC. Moreover, nothing in this Confidentiality and Arbitration agreement prevents MEMC from filing a judicial action, pursuant to the "RELIEF" section above, to seek temporary, preliminary and permanent injunctions enjoining me from any violation of the covenants undertaken by me herein.

ARBITRATION DECISION AND AWARD

The arbitrator shall issue a written arbitration decision stating the arbitrator's essential findings and conclusions upon which any award is based. A party's right for review of the decision is limited to grounds provided under applicable law.

The parties agree that the arbitration shall be final and binding and any arbitration award shall be enforceable in any court having jurisdiction to enforce this Confidentiality and Arbitration Agreement.

BY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH MEMC AND I GIVE UP ALL RIGHTS TO TRIAL BY JURY, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

MISCELLANEOUS

This Confidentiality and Arbitration Agreement shall be construed under the laws of the State of Missouri, exclusive of its choice of law principles, and shall be binding upon and enforceable against my heirs and legal representatives and the assignees of any idea, invention or discovery conceived or made by me.

I understand this Confidentiality and Arbitration Agreement represents the complete agreement and understanding between the parties. To the extent this Confidentiality and Arbitration Agreement is legally enforceable, it shall supersede all previous agreements covering this subject matter between me and MEMC, but shall not relieve me or MEMC from any obligations incurred under any such previous agreement while in force.

If any provision of this Confidentiality and Arbitration Agreement is held invalid in any respect, it shall not affect the validity of any other provision. If any provision is held to be unreasonable as to time, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under then applicable law.

If I am transferred from the MEMC entity that was my employer at the time I signed this Confidentiality and Arbitration Agreement to the employment of another MEMC entity (including MEMC Electronic Materials, Inc. or a subsidiary or Affiliate thereof) and I have not entered into a superseding agreement with my new employer covering the subject matter of this Confidentiality and Arbitration Agreement, then this shall continue in effect and my new employer shall be termed "MEMC" for all purposes hereunder and shall have the right to enforce this Confidentiality and Arbitration Agreement as my employer. In the event of any subsequent transfer, my new employer shall succeed to all rights under this Confidentiality and Arbitration Agreement so long as such subsequent employer shall be an MEMC entity and so long as this has not been superseded.

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EMPLOYMENT AT-WILL

Nothing in this Confidentiality and Arbitration Agreement alters the at-will nature of my employment relationship with MEMC. My employment with MEMC can be terminated with or without cause and with or without notice at any time, at my option or MEMC's option.

I understand this Confidentiality and Arbitration Agreement may only be modified by a written amendment, identified as such and signed both by me and a duly authorized officer of MEMC.

This Agreement is signed as of the 17th day of September 2012.

MEMC ELECTRONIC MATERIALS, INC.

By: Linda Apprill

NAN ZHANG
Signature of Employee

Name: Linda Apprill

NAN ZHANG
Typed Name of Employee

Title: HR Representative

OR

Name of MEMC Subsidiary or Affiliate

By: _____

Title _____