

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI208037

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ARASH GHORBANI	01/24/2021
RECEIVING PARTY DATA	
Company Name:	Element Biosciences, Inc.
Street Address:	10055 Barnes Canyon Road
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	18417995
CORRESPONDENCE DATA	
Fax Number:	8583502399
<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:	8583502300
Email:	patentdocket@wsgr.com,susan.jeong@wsgr.com
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI
Address Line 1:	650 PAGE MILL ROAD
Address Line 4:	PALO ALTO, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	52933-748.302
NAME OF SUBMITTER:	Susan Jeong
SIGNATURE:	Susan Jeong
DATE SIGNED:	05/02/2024
Total Attachments: 7	
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ELEMENT BIOSCIENCES, INC.

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following Proprietary Information and Inventions Agreement (the “**Agreement**”) confirms and memorializes an agreement that Element Biosciences, Inc. (the “**Company**”) and I have had since the commencement of my employment (which term, for purposes of this agreement, shall be deemed to include any relationship of service to the Company that I may have had prior to actually becoming an employee) with the Company in any capacity, and serves as a material part of the consideration for my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company:

A. Definition of Confidential Information. I understand that “**Confidential Information**” means all information (including any and all combinations of individual items of information) that I develop, acquire, create, compile, or discover during the term of my employment or that otherwise has value in or to the Company which is not generally publicly known. Confidential Information includes both information disclosed by the Company to me, and information developed or learned by me during the course of my employment with the Company. Confidential Information also includes all information the unauthorized disclosure of which could be detrimental to the interests of the Company, whether or not such information is identified as Confidential Information. By example, and without limitation, Confidential Information includes Inventions (as defined below) and any and all nonpublic information that relates to the actual or anticipated business and/or products, research or development of the Company, or to the Company’s technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company’s products or services and markets therefor, customer lists and customers (including, but not limited to, customers on which I called or with which I may become acquainted during the term of my employment), software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, business strategic goals and strategic decisions and other business information disclosed to me either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other property.

B. Not Confidential. Notwithstanding the foregoing, Confidential Information shall not include any such information which I can establish (i) was publicly known or made generally available prior to the time of disclosure by the company or individual to me; (ii) becomes publicly known or made generally available after disclosure by the company or individual to me through no wrongful action or omission by me; or (iii) is in my rightful possession, without confidentiality obligations, at the time of disclosure by the company or individual as shown by my then-contemporaneous written records; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception.

C. Nonuse and Nondisclosure. I agree that during and after my employment with the Company, I will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information, and I will not (i) use the Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of my employment, or (ii)

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disclose the Confidential Information to any third party without the prior written authorization of the President, CEO, or the Board of Directors of the Company. Prior to disclosure when compelled by applicable law; I shall provide prior written notice to the President, CEO, and General Counsel of Company (as applicable). I agree that I obtain no title to any Confidential Information, and that as between Company and myself, Company retains all Confidential Information as the sole property of Company. I understand that my unauthorized use or disclosure of Confidential Information may lead to disciplinary action, up to and including immediate termination and legal action by the Company. Upon termination of my employment, I will promptly return to Company all items containing or embodying Confidential Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials distributed to shareholders generally and (iii) this Agreement. I understand that my obligations under this **Section 1.C** shall continue in perpetuity after termination of my involvement.

D. Former Employer Confidential Information. I agree that during my involvement with the Company, I have not and will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former employer ("**Former Employer**") or other person or entity with which I have an obligation to keep in confidence ("**Former Employer Confidential Information**"). I further agree that I have not and will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any such third party unless disclosure to, and use by, the Company has been consented to in writing by such third party. I understand that Former Employer Confidential Information may include confidential habits or practices of the Former Employer, confidential technology of Former Employer, confidential requirements of the Former Employer, and confidential information related to the business conducted by and business and strategic decisions made by the Former Employer. I understand that Former Employer confidential Information shall not include any such information which (i) was publicly known or made generally available prior to the time of disclosure by Company to me; (ii) becomes publicly known or made generally available after disclosure by Company to me through no wrongful action or omission by me; or (iii) is in my rightful possession, without confidentiality obligations, at the time of disclosure to me by Former Employer. I understand that California Labor Code 2870 exempts inventions made on my own time from duty to assign to Former Employer. See **Exhibit B**. I agree to indemnify and hold harmless the Company for any successful claim by a Former Employer regarding improper use, disclosure, or inducement of the Company to use any Former Employer Confidential Information.

E. Third Party Information. I recognize that the Company may have received and in the future will receive from third parties associated with the Company, e.g., the Company's customers, suppliers, licensors, licensees, partners, or collaborators ("**Associated Third Parties**"), their confidential or proprietary information ("**Associated Third Party Confidential Information**") subject to a duty on the Company's part to maintain the confidentiality of such Associated Third Party Confidential Information and to use it only for certain limited purposes. By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. I agree at

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all times during my employment with the Company and thereafter, that I owe the Company and its Associated Third Parties a duty to hold all such Associated Third Party Confidential Information in the strictest confidence, and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I further agree to comply with any and all Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. I understand that my unauthorized use or disclosure of Associated Third-party Confidential Information or violation of any Company policies may lead to disciplinary action, up to and including immediate termination of my involvement and legal action by the Company.

F. Inventions. Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, *sui generis* database rights and all other intellectual property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of, and within the scope of, my employment with Company to and only to the fullest extent allowed by California Labor Code Section 2870 (which is attached as Exhibit B) (collectively "Inventions") and I will promptly disclose all Inventions to Company. Without disclosing any third party confidential information, I agree that I: (i) have disclosed on Exhibit A any inventions that I believe are excluded from assignment to the Company, and (ii) will disclose to the Company anything I believe is excluded by Section 2870 so that the Company can make an independent assessment. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Company, at Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint Company as my agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. Without limiting the restrictions in Section D or Company's other rights and remedies, if, when acting within the scope of my employment or otherwise on behalf of Company, I use or disclose my own or any third party's confidential information or intellectual property (or if any Invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or violating the foregoing), Company will have and I hereby grant Company a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.

G. Moral Rights. To the extent allowed by law, Section F includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by Company.

H. No Conflicts. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my employment with Company. I agree that during the term of my employment with Company (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company, and I will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company.

I. Non-Solicit. Until one year after the term of my employment, I will not encourage or solicit any employee or consultant of Company to leave Company for any reason (except for the bona fide firing of Company personnel within the scope of my employment).

J. At Will Employment. I agree that this Agreement is not an employment contract for any particular term and that I have the right to resign and Company has the right to terminate my employment at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my employment, and, as an employee of Company, I have obligations to Company which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the President of Company. I understand that my obligations under Sections A through I also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of Company, its affiliates, successors and assigns.

K. Miscellaneous. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable California law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. This Agreement is fully assignable and transferable by Company, but any purported assignment or transfer by me is void. I also understand that any breach of this Agreement will cause irreparable harm to Company for which damages would not be an adequate remedy, and, therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies and without any requirement to post bond

L. Liability. Unauthorized use of confidential Information may subject one to civil and criminal liability under both state and federal law.

I understand that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their involvement, as protected by applicable law.

NOTICE: This agreement does not affect any immunity under 18 USC Sections 1833(b) (1) or (2), which read as follows (note that for purposes of this statute only, individuals performing work as contractors or consultants are considered to be employees):

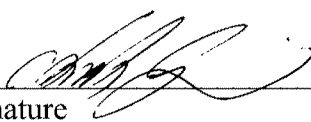
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- (1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

- (2) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT THE COMPANY WILL RETAIN ONE COUNTERPART AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

Date: 01/24/2021



Signature

Arash Ghorbani

Name (typed or printed)

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EXHIBIT A

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP**

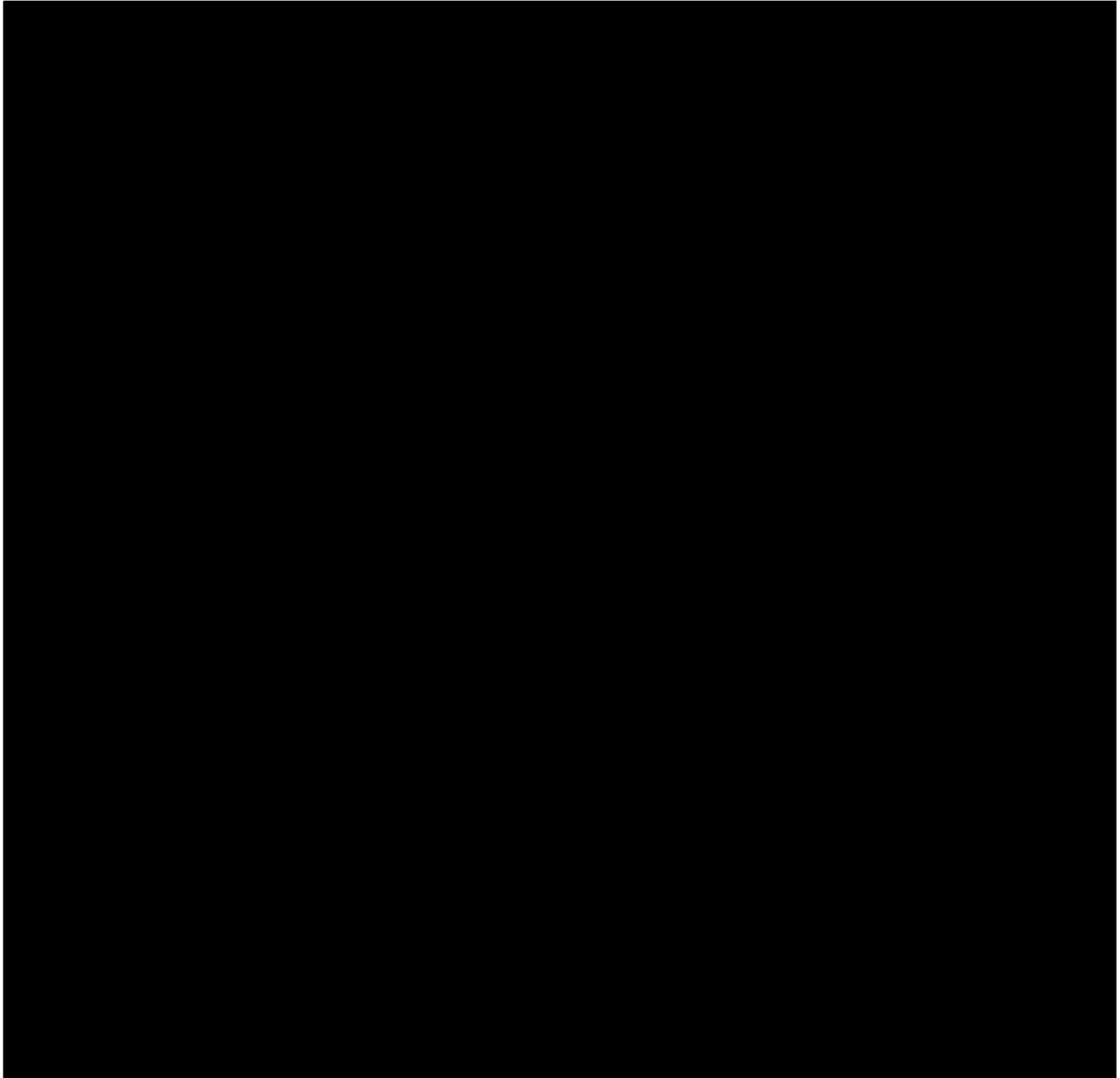


EXHIBIT B

**CALIFORNIA LABOR CODE SECTION 2870
INVENTION ON OWN TIME-EXEMPTION FROM AGREEMENT**

