

EXHIBIT A

AGREEMENT OF CONFIDENTIALITY AND ASSIGNMENT OF RIGHTS

In consideration of the disclosures made to me by or on behalf of Infineum USA L.P. ("Infineum"), my assignment by \_\_\_\_\_ to perform services for Infineum or an affiliated or related company; and the compensation paid to me for such services, I hereby agree:

1. To keep confidential (1) any technical information or data and (2) information concerning the business and research plans or activities of Infineum, its affiliates, related companies, or third parties, or which results from my work for Infineum, its affiliates or third parties, and not to use said information and data except for the purpose of performing the services. I also agree not to disclose to Infineum or its affiliates or related companies any of my confidential information or confidential information of third parties.
2. That title to all inventions, improvements, and data, whether or not patentable, and copyrightable works resulting from the performance of any services shall reside in Infineum.
3. To disclose promptly to Infineum any inventions or improvements, whether or not patentable, which are made or conceived by me, either alone or jointly with others, both: (i) during the term of this Agreement or within six (6) months thereafter, and (ii) in the course of or as a result of any work performed or as a result of the information revealed to me directly or indirectly by Infineum or its affiliates and related companies. I also agree, upon Infineum's written request and at Infineum's sole cost and expense, to assign to Infineum my entire right, title and interest in and to any and all such inventions and improvements and execute such documents as may be required to file applications and to obtain patents covering such inventions and improvements in Infineum's name or in the name of Infineum's nominee in all countries.
4. That all original works of authorship, including without limitation computer programs and audiovisual works, prepared by me in the performance of the services for Infineum under this Agreement shall be works made for hire, and Infineum shall own such work and all copyrights therein. For any original works of authorship prepared in the performance of this Agreement that, under the copyright laws of the United States, may not be considered works made for hire, I agree to transfer and hereby transfer and assign any such work and all copyrights therein to Infineum. I agree to do everything reasonably necessary to enable Infineum or its nominee to protect its rights in such works.
5. I agree not to disclose to Infineum or to any of its affiliates and related companies, or to cause Infineum or any of its affiliates and related companies to use, any confidential information, or other proprietary information, belonging to any prior employers or others to whom I owe a prior confidentiality obligation.
6. Upon request or at the conclusion of the services, I will return to Infineum or its nominee all property, equipment, materials, records, documents, and works of authorship fixed in any physical or computer form (whether on a magnetic medium or otherwise) that I have prepared or which have come into my possession during my services.

This Agreement may not be changed nor may any of its provisions be waived, unless the change or waiver is made in writing by an authorized officer of Infineum USA L.P.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)