

SCHEDULE B
SECREC Y AND INVENTIONS AGREEMENT

Supplier Name: [Insert Supplier Name]

Employee Name: [Insert Employee Name]

Email Address: [Insert Email Address]

In consideration of [GE-Hitachi Nuclear Energy Americas LLC][GE-Hitachi Nuclear Energy International LLC][GE-Hitachi Global Laser Enrichment LLC] (“Company”) approval of my furnishing of services under the Master Services Agreement (“Agreement”) between Company and Supplier, I agree to be personally bound by the following terms for Company’s benefit:

1. Law and Conflict of Interest

I warrant that: (i) my work with Company will not violate any law or conflict with any continuing interests or obligations I may have with my current or prior employers; and (ii) during performance under the Agreement, I will avoid any other activities that would present a conflict of interest regarding such performance.

2. Confidentiality and Personal Data

I will hold in confidence all proprietary and confidential information I obtain from or develop for Company (“Proprietary Information”). I agree not to use Proprietary Information on my own behalf or on behalf of others, or disclose to others, at any time such Proprietary Information without Company’s prior written consent. I also will not knowingly disclose to Company or its employees any information that is known to be secret, confidential or proprietary to any other person or firm. I further agree to keep confidential any “Company Personal Data”, which is any information relating to an identified or identifiable, natural person: (a) obtained by Supplier from Company, (b) being “Processed by Supplier on behalf of Company or (c) pertaining to Company’s employees, officers, directors, shareholders, customers, prospects, contacts, suppliers or distributors, and I agree to only access and use such Company Personal Data to the extent necessary to perform this Agreement, to use reasonable measures to endure the security and confidentiality of Company Personal Data and to comply with all applicable laws, regulations and Company or its Affiliates’ policies relating to such data as are made known to me.

3. Inventions

I agree that any inventions, suggestions, ideas, innovations or reports made or conceived by me as a result of services performed hereunder (“Inventions”) shall be promptly disclosed to, and shall be the sole property of, Company. I will cooperate with Company in obtaining patents on any such Inventions and shall execute any documents tendered by Company to convey or perfect ownership in such Inventions. I will assist Company, at its expense, in any manner Company deems necessary to obtain, maintain or

sustain such patents. Should any such Inventions be the result of combined efforts with, or the invention of any person or persons other than myself, I will so inform Company at the time of submission thereof. My obligations hereunder shall survive termination of this Agreement.

4. Copyrights

All copyrightable material resulting from work performed by me during the term of the Agreement shall be deemed to be “works made for hire” under U.S. copyright law and shall belong exclusively to Company. If by operation of law any such copyrightable materials are not deemed works made for hire, I agree to and hereby assign to Company the ownership of such materials including all copyrights thereto. Company may obtain and hold in its own name copyrights, registrations and other protection that may be available therein and I will provide Company any assistance required to perfect such protection. I expressly waive any “artist’s rights” or “moral rights” I might otherwise have in the materials developed under this Agreement. To the extent I cannot effectively waive such rights, I agree that I will not seek to enforce such rights against Company or any licensee or purchaser of such materials from Company.

5. Employer-Employee Relationship

In furnishing services under this Agreement, I will at all times be acting as an employee of Supplier. I will not be a Company employee and will not through this Agreement or my services be entitled to participate in or receive any benefit or right under any Company employee benefit or welfare plans, including without limitation, employee insurance, pension, savings and stock bonus or savings and security plans.

6. IM Security Guidelines

I shall be bound by any additional password or security documents, NT guidelines, UNIX guidelines, software licenses and IM security guidelines provided by Company.

My signature below indicates my intent to be personally bound by this document.

AGREED: _____

Title: _____

Name: _____

Date: _____

