



NOTICE TO CALIFORNIA EMPLOYEES

You are hereby notified that the document entitled **Assignment of Inventions and Company Information Agreement** does not apply to any invention that qualifies fully under the provisions of Section 2870 of the California Labor Code.

Section 2870 provides that certain employee inventions shall be exempt from any agreement requiring assignment to his/her employer. Specifically, assignment is not required for any invention that is developed entirely on the employee's own time without using the employer's equipment, supplies, facilities, or trade secret information *except* for those inventions that either:

1. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
2. Result from any work performed by the employee for the employer.

Receipt of Notification Acknowledged:

Signature

Date

Printed Name

Employee ID Number

Assignment of Inventions and Company Information Agreement

In consideration of my employment by Texas Instruments Incorporated or any subsidiary thereof (hereinafter, collectively referred to as "TI"), I hereby agree as follows:

I. Assignment of Inventions

A. I agree to disclose promptly, completely and in writing to TI and I hereby assign and agree to assign and bind my heirs, executors, or administrators to assign to TI or its designee, its assigns, successors or legal representatives, any and all inventions, processes, diagrams, methods, apparatus, or any improvements (all hereinafter collectively called "inventions") whatsoever, discovered, conceived and/or developed either individually or jointly with others, during the course of my employment with TI (including any and all inventions based wholly or in part upon ideas conceived during my employment with TI), provided the subject matter is one within a field of interest of TI, or provided such inventions were discovered, conceived and/or developed using TI's time, data, facilities and/or materials. My obligations under this paragraph apply without regard to whether an idea for an invention or a solution to a problem occurs to me on the job, at home, or elsewhere. I further agree that all such inventions are TI's exclusive property, whether or not patent applications are filed thereon.

B. Subject matter within a field of interest of TI includes any field of interest that has been worked on by TI in the past, in which there is work in progress at TI at the date of or during my employment with TI, and projects or other operations at TI planned for the future. It is expressly understood that this agreement does not apply to any of my patents or patent applications filed prior to or based on inventions made prior to my employment with TI or to any inventions on matters (other than matters within a field of interest of TI) that are exclusively of personal interest, provided such inventions were developed on my own time without using TI's data, facilities and/or materials.

C. I shall assist TI at any time during or after my employment, at TI's expense, in the preparation, execution, and delivery of any disclosures, patent applications, or papers within the scope and intent of this agreement required to obtain patents in this or in other countries and in connection with such other proceedings as may be necessary to vest title thereto in TI or its designee, its assigns, successors, or legal representatives. If such assistance takes place after my employment is terminated, I shall be paid by TI at a reasonable rate for any time that I actually spend in such work at TI's request.

II. Copyright Agreement

A. I agree that TI shall be the copyright proprietor in all copyrightable works of every kind and description created or developed by me solely or jointly with others during my employment with TI which works are created pursuant to the performance of my duties as those duties may be assigned or reassigned from time to time.

B. I further agree, if so requested and at no further expense to TI, to execute in writing any acknowledgments or assignments of copyright ownership of works within this agreement as may be necessary for the preservation of the worldwide proprietorship in TI of such copyrights.

III. Company Information

A. I recognize that my position with TI is one of highest trust and confidence by reason of my access to and contact with the trade secrets and confidential or proprietary information of TI. I shall use my best efforts and exercise utmost diligence to protect and safeguard the trade secrets and confidential or proprietary information of TI.

B. Except as may be required by TI in connection with and during my employment with TI or with the express written permission of TI, I shall not, either during my employment with TI or thereafter, directly or indirectly, use for my own benefit or for the benefit of another, or disclose to another, any trade secret or confidential or proprietary information (whether or not acquired, learned, obtained or developed by myself alone or in conjunction with others) of TI, its customers, contractors or of others with which TI has a business relationship. I understand that nothing herein prevents me from disclosing a trade secret or other confidential or proprietary information to the extent required to effectively report potential violations of law to an appropriate governmental authority charged with enforcing such law.

C. I further agree that all memoranda, notes, records, drawings, or other documents made or compiled by me or made available to me while employed by TI concerning any process, apparatus or products manufactured, used, developed, investigated or considered by TI or concerning any other TI activity shall be the property of TI and shall be delivered to TI upon termination of my employment or at any other time upon request.

D. I recognize that TI expects me to respect and safeguard any trade secret and confidential or proprietary information of any former employer, business associate or others and I hereby acknowledge TI's express direction not to disclose to TI, its officers, directors or employees any of such information so long as it remains confidential or proprietary.

IV. Miscellaneous

A. During my employment with TI, and for a period of one year after termination of my employment with TI, I shall not solicit, recruit or induce to leave TI, any employee of TI whom I knew of or worked with during my employment with TI.

B. Nothing contained in this agreement shall be construed as impairing my right or the right of TI to terminate employment hereunder. My obligations under this agreement shall continue whether or not my employment with TI shall be terminated voluntarily or involuntarily, with or without cause.

C. This agreement shall be binding upon and inure to the benefit of TI, its successors in business and upon me, my heirs, executors and administrators.

D. This agreement replaces all previous agreements relating to the same or similar matters that I may have entered into with TI with respect to my present and any future period of employment by TI. This agreement may not be modified in any respect by any verbal statement, representation or agreement made by any other employee of TI, or by a written document signed by any employee of TI other than an officer thereof.

E. The law of the State of California shall govern the interpretation, validity, and effect of this agreement. If any provision of this agreement is held to be invalid or unenforceable under any applicable law, such provision, or part thereof, shall be interpreted in a manner so as to preserve, to the extent permissible, the original intent of such provision, or part thereof, and, in any event, the remainder of this agreement shall not fail on account of such holding and shall remain in full force and effect.

Signature

Date

Printed Name

Employee ID Number

STATE OF
COUNTY OF

The person above-named personally appeared before me and acknowledged the foregoing instrument to be his free act and deed.

SEAL

Notary Public