

## OWNERSHIP OF WORK AND NONDISCLOSURE

I acknowledge that I am an independent contractor, worker, subcontractor, agent, representative, or employee of \_\_\_\_\_ *[please enter name of Supplier]* ("Supplier"). For so long as Supplier provides Services to Cox Automotive Remarketing, Inc., I am not, nor shall I be deemed to be an employee, partner or joint venturer of Cox Automotive or its affiliates.

I understand and hereby agree that all right, title and interest, including, without limitation, all copyrights, patent rights, trade secret rights and other intellectual property rights, associated with any services provided by me directly or indirectly to Cox Automotive or that may be developed or created by me including without limitation all inventions, improvements, designs, ideas and suggestions whether patentable or not, and copyrightable materials made or conceived either solely or jointly by me while performing services for Cox Automotive are the property of Cox Automotive, including any documentation related thereto (collectively, the "Works") belong exclusively to Cox Automotive. I further agree that Cox Automotive shall have the exclusive right to use such Works in any media for any purpose and to create derivative works based thereon. All such Works are works-made-for-hire within the meaning of the copyright laws of the United States. If the Works are deemed not to be works-made-for-hire, then I hereby assign and grant exclusively to Cox Automotive all right, title and interest to the Works, including all patent, proprietary rights and all copyright rights, in all media and all language, now or hereafter known, worldwide.

Without any additional consideration, I agree to (i) execute and deliver any and all further documents that Cox Automotive reasonably determines may be desirable, (ii) and to do all other things necessary to assist Cox Automotive with perfecting its ownership of any intellectual property rights, including patent, copyright, trade secret, or other legal protection, for the Works. I hereby constitute and appoint Cox Automotive as agent and attorney-in-fact, with full power of substitution, to execute and deliver such assignments, documents and instruments as I may fail or refuse to execute and deliver, this power and agency being coupled with an interest and being irrevocable. I represent that any Works developed or provided by me are original and do not violate the proprietary, copyright, or other rights of any third party.

In the course of my assignment to Cox Automotive, I may be given access to information, documents, inventions, research data, techniques and other materials (hereinafter "Confidential Information") which belong to Cox Automotive. I will maintain any Confidential Information relating to Cox Automotive or its business or operations strictly in confidence during the term of my assignment and for three (3) years thereafter and will not use such information for any purpose other than Cox Automotive's business operation. I will not in any manner publish, disclose to any third party, or use any such Confidential Information. I will make no copies of any documents except as may be specifically authorized by Cox Automotive, and I will use those copies only for the purpose for which they were placed in my possession. Absent specific written authorization from Cox Automotive, I will not remove from Cox Automotive's premises any Confidential Information belonging to Cox Automotive. I agree to return all confidential and proprietary information (and any copies of such information) upon the first to occur of either the termination of the Agreement or upon request of Cox Automotive.

I understand and agree that I am not entitled to, and waive any right to, compensation from Cox Automotive or to participate in any of Cox Automotive's employee benefit plans, including without limitation, pension, profit sharing, retirement, deferred compensation, insurance, disability, bonus, vacation, severance and other similar plans.

My waiver of any possible participation in Cox Automotive's employee benefits plans is knowing and voluntary. I acknowledge that I have been allowed time to consider my waiver and if I have submitted this waiver to Supplier in less than 30 days, I have done so voluntarily and in order to expedite the commencement of my assignment.

I agree that Cox Automotive is the intended third-party beneficiary of this Agreement and, accordingly, Cox Automotive has the right to enforce the terms of this Agreement independently. Further, I acknowledge that monetary damages may not be a sufficient remedy for any breach of this Agreement and that Cox Automotive will be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity.

If I am employed by Supplier, this Agreement is not intended to alter the at-will status of my employment and will survive the termination of the period during which I am assigned by Supplier as a contractor to Cox Automotive.

I hereby consent to allow Supplier to permit any third party, including without limitation Cox Automotive and any of its affiliates, to review any information concerning my background that Supplier receives as part of a background check. I further hereby waive any privacy rights that I may have to such information and grant Supplier the right to permit any third party, including without limitation Cox Automotive and any of its affiliates, access to such information in Supplier's possession.