

ADDENDUM B
AGREEMENT REGARDING CONFIDENTIALITY, DEVELOPMENTS
AND PRIVACY

For good and valuable consideration, including my participation in the project (hereafter "Project") as a Faculty or Student in the Multidisciplinary Design Laboratory, as defined in the Design Lab Project Sponsorship Agreement between Rensselaer Polytechnic Institute (hereafter "RPI") and Sponsor you as a student/Faculty hereby agree as follows:

1. Nondisclosure of Confidential and Proprietary Information

You must handle proprietary, confidential and non-public information all data of Sponsor and its affiliates or of its clients ("Confidential Information") with integrity and discretion and in accordance with applicable laws and regulations. You should presume that any business or financial information you may learn, observe, or otherwise become aware of while performing Project for Sponsor belongs to Sponsor, one of its affiliates, or to one of its clients. You shall treat such information as confidential and only disclose it to those at Sponsor or RPI who have a legitimate business need to know it. You must take precautions to safeguard such information to keep it confidential. For example, exercise care in public places (e.g., social gatherings, restaurants, airplanes, elevators). You must never:

- Copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of such Confidential Information for any purpose whatsoever, whether before, during or after the term of the Project, and you must advise each of your agents who may have access to such Confidential Information of their obligations to always keep such information confidential;
- Use Confidential Information to trade for your own or related accounts or in advising others to trade;
- Remove Confidential Information from Sponsor's premises at any time without permission or take confidential information with you (either in person, by remote computer access or otherwise) when you cease to participate in the Project, including but not limited to any documents, correspondence, memoranda, notes, books, papers, computer tapes, computer disks or any other materials belonging to Sponsor or its clients, without the prior written permission of your liaison.

Nothing set forth in this section is intended or shall be construed to (i) interfere with your rights under applicable law, (ii) prohibit you from disclosing Confidential Information as may be required in order to report a possible violation of law or regulation to a governmental agency or other entity, or (iii) require notification or prior approval by Sponsor of such report.

Nothing in this section shall prohibit or restrict you from testifying, disclosing information, and making truthful statements, as required by law, including pursuant to any court or government decree and/or subpoena and/or from filing a charge, testifying, assisting, or participating in any manner in an investigation, hearing or proceeding; responding to any inquiry; or otherwise communicating with, any administrative or regulatory agency or authority, including, but not limited to, the Securities and Exchange Commission ("SEC"), the Financial Industry Regulatory Authority ("FINRA"), the Commodity Futures Trading Commission ("CFTC"), the Consumer Financial Protection Bureau ("CFPB"), the U.S. Department of Justice ("DOJ"), the U.S. Congress, any agency Inspector General, the Equal Employment Opportunity Commission ("EEOC") and the National Labor Relations Board ("NLRB").

2. Inside Information

You must strictly observe the laws and rules regarding inside information. You are personally responsible for determining whether you have inside information. Inside information relates to the securities of an issuer or group of issuers, is not publicly known, and is material (i.e., if made public, would likely have a significant impact on the price of the security; or a reasonable investor would consider it important in deciding whether to purchase, hold or sell the security). If you have inside information, you may not trade or deal in the securities in question, encourage others to trade or deal in those securities, or reveal or "tip" the information to others. Failure to strictly observe the laws and rules regarding inside information is, among other things, a criminal offense in many jurisdictions

3. Money Laundering Prevention Laws

Money laundering is a crime by which persons or businesses attempt to conceal the origin and ownership of the proceeds of illegal activity such as fraud, theft, drug trafficking or any other crime. Penalties for money laundering include imprisonment and fines. You must comply with money laundering prevention laws applicable to your location and activities. Further information can be obtained from your liaison.

4. Developments

You understand and agree that the Rensselaer Intellectual Property Policy and (as to faculty) your Intellectual Property Agreement with Rensselaer continue to apply during your work on the Project. To the extent that the intellectual property rights to any programs, research, software (both source and object code), specifications, documentation, inventions, developments, designs, algorithms, methodologies, formulas and enhancements you create or develop in the course of your work on the Project are not owned by or assigned to Rensselaer through application of the Intellectual Property Policy and/or Intellectual Property Agreement, you agree to assign all right, title and interest to such intellectual property to Sponsor. You shall also execute any and all documents and do all other lawful acts as may be necessary, useful or convenient to Sponsor to establish, document, protect and preserve Sponsor's right to such intellectual property. Please note that you will not be compensated for assigning your intellectual property rights to the Sponsor. For avoidance of doubt, you are not assigning to Sponsor or waiving any rights you may have to intellectual property you developed previously or outside the scope of this Project, even if related to the subject matter of this Project. However, it is recommended that any such intellectual property be disclosed to your Faculty Advisor or to the Sponsor.

5. Electronic Communications

A. Privacy

Your communications using Sponsor's electronic systems are not private. As permitted by law, Sponsor may, at any time and without any further notice to you, monitor, read, inspect, and save any information transmitted by or to you or stored by you through or on any of Sponsor's electronic systems and may be required to disclose such information to law enforcement officials or other third parties. By accepting this assignment, you acknowledge and agree that you have waived any right to privacy you might otherwise have to such information and have consented to Sponsor engaging in such activities, to the extent consistent with and permitted by applicable law and regulation.

B. Use of Private Email Addresses

You must not send or cause to be sent any emails containing any Sponsor Confidential Information to or from your personal email addresses, nor to and from any other non-sponsor email addresses without prior authorization from your Sponsor project contact.

Agreed and Accepted to:

Signature of Student or Faculty

Date

Print Name

RIN #

RPI E-MAIL ADDRESS

HOME/PERMANENT ADDRESS: _____

PROJECT/TEAM NAME: _____

