

**YAHOO! INC.**  
**NON-EMPLOYEE CONFIDENTIALITY AND INVENTIONS ASSIGNMENT AGREEMENT**

This agreement (“**Agreement**”) sets forth certain of the terms under which \_\_\_\_\_ (“**I**”) may provide services to Yahoo! Inc., a Delaware corporation with offices at 701 First Avenue, Sunnyvale, CA 94089 (“**Yahoo!**”).

In exchange for being allowed to provide services or continuing to provide services for Yahoo! as an independent contractor, vendor, contractor, or consultant, I hereby agree as follows:

1. EFFECTIVE DATE

This Agreement is effective as of the date that I begin or began my assignment, performing services for Yahoo! (the “**Services**”).

2. PROPRIETARY INFORMATION

2.1 Access to Proprietary Information. I understand and acknowledge that my performing the Services will involve access to and creation of confidential, proprietary, and trade secret information of Yahoo!, Yahoo!’s subsidiaries, affiliates, successors or assigns, advertisers, clients, content providers, consultants, customers, end users, licensees, licensors, vendors and other business partners and associates (collectively “**Business Associates**”). I also understand and acknowledge that Yahoo! and its Business Associates have developed, compiled, and otherwise obtained such information, often at great expense, and such information has great value to their respective businesses. I further understand and acknowledge that Yahoo! and its Business Associates have an identifiable interest in protecting its rights to and ownership of such information and associated intellectual property rights.

2.2 Definition of Proprietary Information. For purposes of this Agreement, “**Proprietary Information**” means all confidential, proprietary or trade secret information and ideas in whatever form or state of development, tangible or intangible, whether disclosed to or learned or developed by me alone or with others, and whether or not marked confidential or proprietary, pertaining in any manner to the business of Yahoo! or its Business Associates. “Proprietary Information” includes, without limitation: (a) algorithms, business methods, conceptions, developments, discoveries, formulas, ideas, improvements, inventions, know-how, processes, suggestions, and techniques; (b) software and computer code, programs, and printouts, APIs, schematics, tools, SDKs, documentation, and manuals; (c) hardware and hardware configurations and information related to IT and data center operations; (d) books, content, documents, drawings, models, papers, presentations, reports, sketches, and other works of authorship; (e) data or compilations of data of any kind and description, including electronic data recorded or retrieved by any means; (f) written or verbal instructions or comments; (g) business plans, strategies, and forecasts, financial information, information about budgets, costs, profits, markets, and sales; (h) research and development plans; (i) information regarding products and services, including plans, specifications, designs and pricing for current and future products and services; (j) the identities of Business Associates, their key decision makers, and the particular needs and preferences of Yahoo!’s Business Associates and Yahoo!’s approaches and strategies for satisfying those needs and preferences; (k) contracts, credit procedures and terms; (l) employment and personnel information (including, without limitation, the names, addresses, compensation, specific capabilities, job assignments, and performance evaluations of personnel); (m) information regarding or used in training; (n) information relating to benefits or stock ownership or entitlement; (o) information relating to stock or assets or proposed or ongoing acquisitions or takeovers; and (p) unpublished or pending patent applications, trade secrets, and other proprietary knowledge, information, know-how, or non-public intellectual property; whether or not patentable,

copyrightable, or otherwise protectable. The foregoing are only examples of Proprietary Information. If I am uncertain as to whether any particular information or material constitutes Proprietary Information, I will seek written clarification from the Yahoo! Senior Vice President whose organization I am providing the Services to, or if I am no longer associated with Yahoo!, Yahoo!'s General Counsel.

2.3 Exclusions. "Proprietary Information" does not include information to the extent it: (a) is in the public domain; (b) becomes publicly available after disclosure to me without breach of this Agreement; (c) was rightfully in my possession or part of my general skill or knowledge prior to my provision of the Services and was not subject to any confidentiality or proprietary restrictions; (d) is disclosed to me without confidentiality or proprietary restriction by a third party who rightfully possesses the information without confidentiality or proprietary restrictions and who did not learn of it, directly or indirectly, from Yahoo!; or (e) is independently developed by me without use or reference to any Proprietary Information.

2.4 Treatment of Proprietary Information. I will hold in strict confidence and in trust for the sole benefit of Yahoo! and its applicable Business Associates all Proprietary Information. I will treat all Proprietary Information as private, privileged, and confidential. Except to the extent necessary to perform the services, I will not directly or indirectly (a) disclose, distribute, or release any Proprietary Information in any way or to any person, firm, or institution at any time; (b) access, use, disclose, reproduce, copy, store, or misappropriate any Proprietary Information; (c) reverse engineer, disassemble or decompile, misappropriate or otherwise attempt to gain unauthorized access to any Proprietary Information, or (d) take any action that may cause, or fail to take any action necessary to prevent causing, any Proprietary Information to lose its confidential and protected character.

2.5 Use of Proprietary Information on a "Need-to-Know" Basis. I will maintain at my work station or in other places under my control only such Proprietary Information that I have a current "need to know," and that I will return to the appropriate Yahoo! manager or location Proprietary Information once my need to know no longer exists. I will not make copies of information unless I have a legitimate need for such copies in connection with my work. Further, I will not retain any Proprietary Information after the termination of my Services unless approved in writing by a duly authorized officer of Yahoo!.

2.6 Publication or Academic Uses with Authorization. To prevent the dissemination of any Proprietary Information, I will only publish or distribute, or authorize or assist others to publish, make, or distribute, any books, articles, papers, speeches, commentary, films or other works (whether oral or written, in any form of media) directly or indirectly about Yahoo! or its Business Associates or that disclose any Proprietary Information in compliance with Yahoo! policies and with the express written authorization of a duly authorized officer of Yahoo!. Similarly, I may seek permission from Yahoo! to use certain Proprietary Information resulting from my provision of the Services for academic purposes but such use will only be permitted upon my receipt of express written authorization of a duly authorized officer of Yahoo!.

2.7 Permitted Disclosures. Notwithstanding anything to the contrary, I am permitted to disclose Proprietary Information that is required to be disclosed by me pursuant to judicial order or other compulsion of law, to the limited extent required to comply with such order, provided that I have given Yahoo! prompt notice of the disclosure requirement, and that I fully cooperate with any efforts by Yahoo! to obtain and comply with any protective order imposed on such disclosure. Any information so disclosed will remain Proprietary Information subject to all other provisions of this Agreement.

2.8 Destruction of Yahoo! Proprietary Information. I agree that except in the normal course of providing the Services, I agree not to intentionally or knowingly delete, destroy, erase, wipe, or corrupt any Proprietary Information or attempt to intentionally or knowingly delete, destroy, erase, wipe, or corrupt any Proprietary Information.

### 3. ASSIGNMENT OF DEVELOPMENTS

3.1 Definition of Developments. For purposes of this Agreement, “**Developments**” means any subject matter, whether currently existing or created or developed later, in any state of development, that may be protectable under domestic or international laws protecting intellectual property, industrial, or proprietary rights, including without limitation, marks, logos, designs, works of authorship, inventions, trade secrets, and other Proprietary Information.

3.2 Assignment of Developments. I hereby irrevocably assign and transfer, and agree to assign and transfer, to Yahoo! or its designees, without additional consideration and effective immediately upon their authorship, inception, conception, creation or development, all right, title and interest throughout the universe in and to any and all Developments and any and all improvements or modifications to or derivative works of such Developments (along with any and all patents, copyrights, works of authorship, moral rights, trademarks, service marks, logos, trade dress, database rights, trade secrets, and other proprietary information rights, contract rights, goodwill, and other intellectual property rights or intangible rights or claims with respect of any of the foregoing, including the right to sue for past infringement or misappropriation) that have been or will be authored, conceived, created, developed, or reduced to practice by me alone or with others, whether or not during regular business hours, (a) resulting from or in connection with my provision of the Services or (b) based on or using any Proprietary Information (each such Development along with such rights, an “**Assignable Development**”). To the best of my knowledge, Schedule A lists all existing Developments (including any related intellectual property rights) related to the Services that I own or that I authored, conceived, created, developed, or reduced to practice alone or with others prior to my commencing the Services.

3.3 License. Notwithstanding anything to the contrary, to the extent I retain any right, title, or interest in or to any Assignable Developments, I hereby grant and agree to grant to Yahoo! a royalty-free, fully paid-up, nonexclusive, worldwide, transferable, perpetual, irrevocable right and license (including the right to sublicense through multiple tiers), under my intellectual property rights, in and to all or any portion of such Developments for any purpose during and after the term of this Agreement. Such licenses include, without limitation, (i) the right to use, reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works of and otherwise modify, make, sell, offer to sell, import and otherwise use and exploit (and have others exercise such rights on behalf of Yahoo! or its sublicensees) all or any portion of the Developments, (ii) the right to make modifications, regardless of the effect of any modifications on the integrity of all or any portion of such Developments; and (iii) the right to identify me, or not to identify me, as one or more authors of or contributors to all or any portion of such Developments or any portion or modification thereof; in each case, in any form or media (now known or later developed) throughout the universe. I further hereby agree not to assert any “moral” rights or other rights with respect to attribution of authorship or integrity of such licensed Developments. In addition, to the extent (a) I incorporate, or cause or induce Yahoo! to incorporate, any Non-Yahoo! IP (as such term is defined in Paragraph 4 below) in any Assignable Development or (b) any Assignable Development requires the use of Non-Yahoo! IP that exists at the time the Assignable Development is required to be assigned by me, I hereby grant and agree to grant to Yahoo! a right and license, under my intellectual property rights, to all of any portion of such Non-Yahoo! IP on the same terms as the license to Developments set forth in this Paragraph 3.3.

3.4 Disclosure and Delivery. Promptly upon their inception, conception, creation, development, or being authored by me alone or with others, I will identify and disclose to Yahoo!, during and after my provision of the Services, all Assignable Developments (and any related intellectual property filings). I will maintain and provide to Yahoo! adequate and current written records regarding the development of all such Developments. To permit a determination as to whether or not Developments

(and related intellectual property rights) should be assigned to Yahoo!, I will disclose all information that Yahoo! reasonably requests regarding Developments that reasonably relate to Yahoo!'s business, including those I contend I have no duty to assign. Such disclosures will be made in confidence, if of a non-public nature. Upon request, I will deliver to Yahoo! any and all tangible embodiments of all Assignable Developments. All Assignable Developments will constitute Proprietary Information of Yahoo!.

3.5 Further Assurances. I will perform, during and after the time I provide the Services, all acts deemed necessary or desirable by Yahoo! to permit and assist it, at its expense, in perfecting, filing for, obtaining, evidencing, and enforcing the full benefits, enjoyment, rights and title in the Assignable Developments. Such acts may include, but are not limited to, executing and delivering documents and assisting or cooperating in legal proceedings.

3.6 Appointment. To the extent Yahoo! is unable for any reason to secure my signature to apply for or to pursue an application for registration or other protection of any Assignable Development assigned to Yahoo!, I hereby irrevocably designate and appoint Yahoo! and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and stead to execute and file any such applications, to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or mask work or copyright registrations thereon, and any acts necessary to obtain and enforce the full benefits, enjoyment, rights and title, with the same legal force and effect as if executed by me.

3.7 No Challenges. I will not challenge subsequently the validity or enforceability of any intellectual property rights assigned by me to Yahoo! hereunder or use any Proprietary Information to challenge the validity or enforceability of any other intellectual property rights otherwise belonging to Yahoo!. Notwithstanding anything to the contrary, I will not apply for any patent, copyright, or trademark on any Assignable Development or any Development related to the Services I provide that is authored, conceived, created, developed, or reduced to practice during any period I provide the Services without the prior written approval of Yahoo!'s General Counsel.

#### 4. REPRESENTATIONS AND WARRANTIES

I represent and warrant and further agree that:

- a) entering into this Agreement, providing the Services, and performance of this Agreement has not breached, and will not breach, any agreement with or applicable policy of any third party, including without limitation, any agreement to keep in confidence any subject matter and I will not enter into any agreement that conflicts with the provisions of this Agreement;
- b) I have not previously disclosed, and will not at any future time disclose to Yahoo! or bring onto the premises of Yahoo! any trade secrets or other confidential or proprietary information belonging to any previous or other current employer or other third party;
- c) without the written approval of Yahoo!'s General Counsel, I will not (and will not cause or induce Yahoo! to) use or practice or incorporate into any Assignable Development, any trade secret, confidential information, patent, invention, proprietary information, or any other subject matter that is subject to an intellectual property right belonging to me or a third party ("**Non-Yahoo! IP**");
- d) I will not use the facilities, materials or services of any other third party (including any other employer) to provide the Services;
- e) my work for Yahoo! and any Assignable Development, to the extent I create or develop it, will be my own original work;
- f) I have good title to and the right to assign to Yahoo! the Assignable Development free of any proprietary rights of any other party or any other encumbrance whatsoever; and
- g) I have obtained all governmental approvals and approvals of any organization to which I may be

bound that are necessary for me to provide the Services and otherwise meet my assignment and other obligations under this Agreement.

I agree to indemnify Yahoo! from any and all losses or liability incurred by reason of my breach of any representation in this Paragraph 4.

5. THIRD-PARTY INFORMATION

I understand and acknowledge that in connection with providing the Services I may have access to confidential and/or proprietary information and materials of Yahoo! Business Associates and other third parties (which may or may not be Proprietary Information as defined in this Agreement). I will hold all such confidential or proprietary information and materials in the strictest confidence and will not (a) disclose them to any person, firm, or corporation except as necessary to carry out the Services (consistent with Yahoo!'s agreement with such other party), or (b) use them for the benefit of anyone other than for Yahoo! or other parties consistent with Yahoo!'s agreement with such other parties without the express written authorization of a duly authorized officer of Yahoo!.

6. NON-SOLICITATION

6.1 Customers, Clients, and Vendors. If I am providing the Services in a state other than California, then while providing the Services and during the twelve (12) months following cessation of my providing the Services, I will not, either individually or on behalf of or through any third party, directly or indirectly, solicit, divert, appropriate or take away or attempt to solicit, divert, appropriate, or take away for the purpose of competing with Yahoo!, any customer, client, or vendor of Yahoo! (a) which conducted business with Yahoo! at any time during the twelve (12) months immediately prior to the cessation of my providing the Services; or (b) with whom I have had contact or to whom I have provided the Services while assigned at Yahoo!. I agree that regardless of the state in which I am working, I will not, at any time, engage in any of the aforementioned activities through the use of Yahoo! Proprietary Information.

6.2 Employees, Contractors, and Consultants. While providing the Services and during the twelve (12) months following the cessation of my providing the Services, I will not, either individually or on behalf of or through any third party, directly or indirectly, recruit, entice, induce, solicit, or encourage any employee, contractor, or consultant to leave or sever the relationship with Yahoo!, nor will I, directly or indirectly, be involved in the hiring, retaining, recruitment, interviewing, or disclosing of names, backgrounds or qualifications of any employee, contractor, or consultant of Yahoo!. This section also shall prohibit me from directly or indirectly being involved in the hiring, retaining, recruitment, interviewing, or disclosing of names, backgrounds or qualifications of such persons for ninety (90) days after their employment or consultancy with Yahoo! terminates.

7. PERSONAL INFORMATION

I understand and acknowledge that there are laws in the United States and other countries that protect personally identifiable information that I may access in connection with the Services (including names, addresses, telephone or facsimile numbers, Social Security Numbers, background information, credit card or banking information, health information, and other information) and that I must not use such information other than for the purpose for which it was originally provided or make any disclosures of such personally identifiable information to any third party or from one country to another without the express written authorization of Yahoo!.

8. INFORMATION ON YAHOO! PREMISES

I hereby waive any privacy rights that I may have with respect to all information generated,

received, or maintained by or for me on the premises or equipment of Yahoo! (including, without limitation, computer systems and electronic-mail or voicemail systems).

9. NO INTERFERENCE WITH YAHOO! BUSINESS

During the course of providing the Services, I will not engage in any business activity that is in or would conflict with, or otherwise breach my obligations to Yahoo! under this Agreement or engage in any activities detrimental to the best interest of Yahoo!. Further, I acknowledge and agree to comply with Yahoo!'s Code of Ethics (a copy of the Code can be found at <http://yhoo.client.shareholder.com/documents.cfm>).

10. RETURN OF YAHOO! PROPERTY

Upon cessation of providing the Services, or upon any earlier request by Yahoo!, I will promptly return to Yahoo! all hard copy and electronic documents (and all copies), data, materials that exist in tangible form, of any nature, or other property belonging to Yahoo! in my possession, custody or control including, but not limited to, documents, data or materials that contain Proprietary Information (regardless of the medium in which such information is stored), and will work with Yahoo! to assist Yahoo! in recovering any intangible copies of the foregoing stored in magnetic, electronic, or optical form.

11. REMEDIES

I understand and acknowledge that my violation of this Agreement could cause Yahoo! irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, in the event of a breach or threatened breach that involves Proprietary Information of Yahoo! or its Business Associates, Yahoo! will have the right to enforce the provisions of this Agreement by injunction, specific performance, or other legal or equitable relief. This right will be in addition to, and without prejudice to, any other remedies available to Yahoo! in law or equity.

12. SUCCESSORS AND ASSIGNS

Yahoo! may assign to another person or entity any of its rights under this Agreement in whole or in part. This Agreement will be binding upon me and my heirs, executors, administrators, and successors, and will inure to the benefit of any and all successors and assigns of Yahoo!. The rights granted to Yahoo! hereunder include the right to have its rights exercised and its obligations performed by any of its subsidiaries, affiliates, successors, assigns, or designees.

13. SURVIVAL

My obligations contained in this Agreement will survive my completion of the Services or any termination or expiration of my Services.

14. SEVERABILITY

If any provision of this Agreement is determined to be invalid, unenforceable or illegal, the validity or enforceability of the other provisions will not be affected. In addition, if any one or more provisions contained in this Agreement will be held to be excessively broad as to duration, scope, activity, or subject, it will be construed by limiting or reducing it, so as to be enforceable with applicable law.

15. CHOICE OF LAW

Any and all disputes arising out of or related to this Agreement or the relationship between the parties to the Agreement, including but not limited to the interpretation, validity, enforceability and performance of this Agreement, will be governed by and construed in accordance with the laws of the state where I have primarily provided the Services. Notwithstanding the foregoing, Yahoo! may seek interim or injunctive relief in any court of competent jurisdiction to protect its rights with respect to Proprietary Information, Developments, and its intellectual property rights.

16. WAIVER

No waiver by Yahoo! of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Yahoo! of any right under this Agreement will be construed as a waiver of any other right. Yahoo! will not be required to give notice to enforce strict adherence to all terms of this Agreement.

17. ENTIRE AGREEMENT

The terms of this Agreement are the entire and final expression of agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement will constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement. No modification or amendment of this Agreement will be binding unless executed in writing by me and a duly authorized officer of Yahoo!.

This Agreement is made and entered into as of \_\_\_\_\_, 201\_\_.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Schedule A  
Background Technology**

If none, initial here: \_\_\_\_\_

List below, being as specific as possible but without disclosing any confidential information belonging to any third party, existing Developments and related intellectual property rights related to the Services.

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Due to confidentiality obligations with the parties listed below, I cannot complete the above disclosure with respect to the following Developments generally listed below related to the Services.

Item	Party/Parties	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____