

ADDITIONAL TERMS AND CONDITIONS FOR CONTRACT LABOR ORDERS

The following clauses are incorporated herein by this reference and made a part of the Order in which they are referenced or to which they are attached, and supersede and replace any terms, clauses, or provisions of GA Form 1603, “Terms and Conditions for Commercial Orders (Supplies and Services)” (the “General Terms”) to the extent such clauses are inconsistent or conflict with terms, clauses, or provisions in the General Terms.

1. DEFINITIONS

“Contract Personnel” means the personnel recruited, screened, interviewed, and hired by Seller, and provided to Buyer to perform the work specified in the Order.

“Executive Orders” means, as applicable during the performance of the Order:

- (a) the Executive Order 11246 as amended by Executive Orders 13279, 13665, 13672 “Discrimination on the Basis of Sex”, 81 Fed. Reg. 39107 (June 15, 2016); Section 503 of the Vocational Rehabilitation Act of 1973”;
- (b) Executive Order 13496, “Notification of Employee Rights Under Federal Labor Laws”, 29 CFR Part 471, Appendix A to Subpart A;
- (c) Executive Order 12989, as amended by E.O. 13465 “Economy and Efficiency in Government Procurement Through Compliance with Certain Immigration and Nationality Act Provisions and Use of an Electronic Employment Eligibility Verification System,” 73 Fed. Reg. 33285 (June 6, 2008);
- (d) Executive Order 13627 “Strengthening Protections Against Trafficking in Persons in Federal Contracts,” 77 Fed. Reg. 60029 (September 25, 2012);
- (e) Executive Order 13658, as amended by E.O. 13838 “Establishing a Minimum Wage for Contractors,” 79 Fed. Reg. 9851 (February 20, 2014);
- (f) Executive Order 11141, “Declaring a Public Policy Against Discrimination on the Basis of Age,” 29 Fed. Reg. 2477 (February 12, 1964); and
- (g) Executive Order 13950, “Combating Race and Sex Stereotyping,” 85 Fed. Reg. 60683 (September 22, 2020).

“Services” means the supply of Contract Personnel to Buyer.

2. SERVICES; CONTRACT PERSONNEL. Seller agrees and acknowledges that (a) the Contract Personnel are employees of Seller and not of Buyer, and (b) the Services shall be provided on a day-to-day, as-needed basis and that Buyer, in its sole discretion, shall determine its need, if any, for Services or the continuation of Services as may be provided by Seller. Seller shall be solely responsible for

recruiting, interviewing, hiring, and assigning Contract Personnel to perform services for Buyer, and for disciplining and terminating Contract Personnel when necessary; however, Buyer retains the right to refuse, or end, assignment of any Contract Personnel that does not meet Buyer’s qualifications or expectations. If any such Contract Personnel is rejected by Buyer, Seller shall supply additional Contract Personnel in a timely manner.

3. TRAVEL COMPENSATION.

Seller is responsible for compensating Contract Personnel for any necessary traveling expenses that are incurred by Contract Personnel in the performance of the Services. Buyer will only reimburse Seller for reasonable travel expenses, including such expenses for airfare, hotel and car rental paid by Seller to Contract Personnel that are timely invoiced to Buyer at cost, provided that all such travel expenses are approved by Buyer in advance, and the amount to be reimbursed by Buyer to Seller shall not exceed the then-current and applicable lodging, meals and incidental expenses (M&IE) rates established by the U.S. Government. Seller agrees to reimburse Buyer for the full amount of this payment if Buyer rejects any Contract Personnel within the first five (5) days of service, or if any Contract Personnel involved should resign within the first five (5) days of service or fail to work for five (5) consecutive working days.

4. SELLER WARRANTIES. Seller warrants to Buyer that it shall (a) provide Contract Personnel who are employees—and not independent contractors—of Seller, (b) ensure that all Contract Personnel have the skills and qualifications specified by Buyer, including that all Contract Personnel pass background checks and drug tests, as further explained in the Order or in any statement of work between Buyer and Seller, (c) pay Contract Personnel wages and provide benefits at a level not less than as required by applicable law, (d) pay, withhold, and transmit payroll taxes, provide unemployment insurance, paid sick leave and all workers’ compensation in an amount no less than required by applicable law, and handle workers’ compensation and unemployment claims involving Contract Personnel, (e) ensure Contract Personnel are legally authorized to work in the jurisdictions specified by Buyer, including obtaining and maintaining the “I-9” and any other documentation required for any of the Contract Personnel, (f) for each

Contract Personnel, provide Buyer with a copy of the fully executed Contingent Worker Agreement and Acknowledgment in the form attached as Annex A, to which Buyer and its affiliates are third-party beneficiaries (the “CWA”), and (g) provide Buyer with reports at times as Buyer may reasonably request pertaining to Contract Personnel. In addition, Seller represents and warrants to Buyer that it has not and will not enter into an agreement with Contract Personnel that would conflict with these Additional Terms and Conditions for Contract Labor Orders or the CWA, and if it has or does, Seller will indemnify Buyer and its affiliates for all losses and expenses resulting from any application of such agreement other than the CWA.

5. EXECUTIVE ORDERS; COMPLIANCE WITH LAWS. Seller represents and warrants to Buyer that it is and shall continue to be an equal opportunity employer. Seller further represents and warrants to Buyer that it is and shall continue to be in compliance with all applicable laws concerning employees and workers, including without limitation:

- (a) All applicable local, state, federal, international, and foreign privacy and data protection laws (collectively, “Privacy Laws”), including those relating to Personally Identifiable Information (PII) or Protected Health Information (PHI) (or similar terms defined under Privacy Laws, such as “personal data,” “personal information,” or “special categories of personal data”), such as, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), and General Data Protection Regulation 2016/679 (GDPR); and
- (b) All applicable employment laws, including without limitation, the following laws governing its employment of Contract Personnel who provide services to Buyer: (i) Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, the Executive Orders, the Age Discrimination in Employment Act, the Equal Pay Act, the Americans With Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, and any other federal, state or local laws prohibiting discrimination, harassment, and/or retaliation in employment; (ii) Employee Retirement Income Security Act of 1974, Family and Medical Leave Act of 1993, the Patient Protection and Affordable Care Act (PPACA), the Families First Coronavirus Response Act (FFCRA) and any other similar federal, state or local laws; (iii) all laws governing or related to the payment of wages, including, but not limited to, the Fair Labor Standards Act of 1938, and the Service Contract Labor Standards Act (48 CFR §52.222-41 et seq.) and any state or local laws governing the amount, time, place, and manner of

wage payments during employment or at termination, and all other wage and hour laws, including but not limited to those governing the provision of accurate itemized wage statements, expense reimbursement, paid time off, paid sick leave, and other obligations; (iv) all laws governing meal and rest periods, including the recovery period requirements set forth in California Labor Code section 226.7; (v) the Fair Credit Reporting Act, and all other federal, state, and local laws related to background checks; (vi) all federal and state tax laws, and laws related to unemployment, disability, and workers’ compensation insurance; and (vii) any other laws regulating employment. With respect to each such law, Seller shall both perform services and maintain and preserve documents related to the performance of services as the law requires.

6. EQUAL OPPORTUNITY / AFFIRMATIVE ACTION. Because Buyer is a federal contractor and maintains an equal opportunity/affirmative action program, but only if applicable, the Equal Opportunity Clause set forth in 41 C.F.R. parts 60-1.4(a) and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein. In addition, but also only if applicable, Seller shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

7. AFFORDABLE CARE ACT. Seller acknowledges and agrees that, for purposes of the Patient Protection and Affordable Care Act and all rules and regulations thereunder (“PPACA”), Seller is the common-law employer (within the meaning of Treas. Reg. § 31.3401(c)-1(c)) of the Contract Personnel performing the services. As the common-law employer, Seller is the employer responsible for complying with the PPACA (including without limitation the employer’s shared responsibility provisions under PPACA, as codified in Section 4980H of the Internal Revenue Code of 1986, as amended, and its rules, regulations, and reporting requirements (the “Code”)) with respect to such Contract Personnel. Seller represents and warrants that it shall offer minimum essential coverage that is affordable and provides minimum value and otherwise complies with all PPACA requirements (“PPACA Coverage”) to all Contract Personnel who are full-time employees (as defined by the PPACA) of Seller and to all Contract Personnel who are assigned to work full-time, as defined by the PPACA, for Buyer and any related entity. Seller further represents and

warrants that it shall also treat each of the Contract Personnel as its employees for purposes of informational filings, including, but not limited to, Internal Revenue Service Form 1094 and 1095 series filings. Seller shall maintain complete and accurate records to substantiate Seller's compliance with this paragraph 7 for a period of six (6) years from the last day on which the Contract Personnel to whom such records relate provided services to Buyer or its affiliates, and Seller shall promptly comply with Buyer's reasonable request for copies of such records and/or for a certification from Seller indicating its compliance with this paragraph 7. In addition to Seller's indemnification obligations described in the General Terms, Seller shall be solely responsible for, and shall reimburse, indemnify, hold harmless, and, at Buyer's election, defend Buyer (and its affiliates) from and against all claims, demands, suits, causes of action, awards, judgments, taxes, penalties, losses, and any other liabilities (including reasonable attorneys' fees and costs, and any payments assessed under Code Section 4980H and any interest, penalties and additions to tax relating to such payments) arising under (or alleged to have arisen under) PPACA with respect to the Contract Personnel or as a result of Seller's failure to comply with this paragraph. The indemnification obligation described in the preceding sentence will not be limited by any limitation on liability described in the General Terms. If Buyer or its affiliates is notified by any government authority of any such potential liabilities relating to Contract Personnel, Seller shall fully cooperate with Buyer's efforts to object to, respond to, or appeal any such determination of liability or potential liability.

8. INDEMNIFICATION. In addition to the indemnification obligations of Seller in the General Terms, Seller agrees to defend, indemnify, and hold harmless Buyer against any and all loss, liability, damage, claim, deficiency, action, judgment, interest, penalty, fine, or award, including costs and expenses, arising out of or resulting from: (a) any breach by Seller of any representation or warranty in paragraphs 4, 5 or 7 in these Additional Terms and Conditions for Contract Labor Orders, including all issues related to the employment of the Contract Personnel assigned to perform services for Buyer, including, without limitation, immigration issues, income tax withholding, employment taxes, employee benefits (including, but not limited to, claims for benefits, as well as claims under the Affordable Care Act), and any actual or alleged violation of any employment-related laws, including without limitation those regarding discrimination, harassment, retaliation, termination, background checks, leaves of absence, the amount, time, place, and manner of wage payments during employment or at termination, and all other wage and hour laws, including, but not limited to, those governing the

provision of meal periods and rest breaks, accurate itemized wage statements, expense reimbursement, and paid time off; (b) any claim that any Contract Personnel is an employee of Buyer (and/or its affiliates), including claims that Buyer (and/or its affiliates) and Seller are joint-employers; and (c) any bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, or negligent acts or omissions of Seller or any Contract Personnel.

9. INSURANCE. In addition to the insurance obligations described in the General Terms, Seller shall also procure and maintain during the term of the Order and at its expense employment practices liability insurance in sufficient amounts to ensure its obligations and liabilities.

10. INVENTIONS OF CONTRACT PERSONNEL. For the avoidance of doubt, Seller acknowledges and agrees that Buyer (and/or its affiliates), and not Seller or any Contract Personnel, owns all right, title and interest in and to the Inventions related to the services performed by the Contract Personnel in accordance with paragraph 5 of the CWA. Without limiting the foregoing, Seller acknowledges and agrees that to the extent (if any) Seller is deemed to have any rights in and to any of the Inventions, Seller shall assign, and hereby irrevocably assigns, all right, title, and interest, including any and all copyrights and/or goodwill in and to the Inventions, including any extensions and renewals thereof throughout the world, to Buyer. Seller further agrees to assist Buyer, or its designee, at Buyer's expense, in every proper way to secure all of Buyer's rights in the Inventions in any and all countries, including, but not limited to, the execution of any and all instruments which Buyer shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Buyer, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to all such Inventions. Seller further agrees that its obligation to execute or cause to be executed, when it is in its power to do so, any such instrument or papers shall continue after the termination of assignment by Contract Personnel and after any termination of any agreement or business with Buyer. If at any time (whether before or after the termination of assignment by Contract Personnel and whether before or after any termination of any agreement or business with Buyer), Buyer is unable for any reason to secure a necessary and proper signature from Seller to apply for or to pursue any application or registration for any Inventions in the United States or elsewhere assigned to Buyer by the earlier of (a) fourteen (14) days after Buyer makes a written request to Seller for such signature, and (b) the due date to apply for or to pursue the application or registration, then Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents



as Seller's agent and attorney in fact, to act for and in its behalf and stead to execute and file any such applications or registrations of the Inventions and to do all other lawfully permitted acts to further the prosecution and issuance of any applications or registrations thereon with the same legal force and effect as if executed by Seller.

**ANNEX A
GENERAL ATOMICS
CONTINGENT WORKER AGREEMENT AND ACKNOWLEDGMENT**

In connection with my employment by _____ (the “Agency”) and the Agency’s provision of services to General Atomics, a California corporation, with its principal place of business in San Diego, California, United States of America, I acknowledge and agree to the following provisions comprising this Contingent Worker Agreement and Acknowledgment (the “CWA”), which is effective upon the date of my signature set forth below:

1. **Status.** I am an employee of the Agency, and have been provided by the Agency, under an agreement made between the Agency and General Atomics (the “Order”), to render services to General Atomics (and/or an affiliate of General Atomics, in the event of a secondment/placement from General Atomics to an affiliate thereof). As used in this CWA, the term “GA” refers to General Atomics and/or an affiliate thereof depending on which entity(ies) for which I provide services. I understand that I am an employee of the Agency and not an employee of GA. I understand that the Agency is solely responsible for payment of all compensation to me, and I understand that I am not entitled to any benefits to which GA employees may be entitled under GA policies or as otherwise required by law, including workers’ compensation or unemployment compensation benefits, and I shall not be entitled to participate in any employee benefit plans, policies or programs of GA, including (without limitation) group term life insurance or group health benefit plans, workers’ compensation, disability insurance, vacation, sick pay, profit-sharing, stock option, stock purchase or other stock-based compensation plans, retirement benefits or 401(k) plan. I agree that should I ever be deemed entitled to any such benefits, I hereby irrevocably waive any entitlement to them and agree to hold GA harmless against any loss or expense that might result from my collection of such benefits for any reason.
2. **Compliance with Policies and Procedures for Site Visitors/Contract Personnel.** I acknowledge that any use of, or access to, GA’s facilities, systems, and equipment is subject to GA’s rules and regulations regarding the use of such facilities, systems, and equipment by site visitors and contract personnel, including GA’s policies and procedures concerning health and safety. I agree to follow such rules and regulations while rendering services to GA. I further agree that I will accurately record and timely report all hours worked while rendering such services to GA.
3. **Confidential Information.** I understand that as part of the Agency’s assignment of me to GA, I may be provided

with GA’s Confidential Information (as defined below). Subject to paragraph 3.b, I agree to use such Confidential Information solely for GA’s benefit. I further agree that at all times during my assignment to GA and thereafter to hold in strict confidence and trust all Confidential Information for the exclusive benefit of GA. Except as may be necessary in the ordinary course of my assignment, I agree that I will not remove from GA’s premises or systems (or otherwise transfer outside of GA’s control, including by transfer through use of the Internet, external media, cloud-based systems, applications, programs or other electronic means) or disclose, any Confidential Information or anything relating to it, or allow any others to do the same, without the prior written authorization of both the Agency and GA. Under no circumstances will I sell, use for personal gain or in any future employment or business venture, personally archive or publish any Confidential Information or anything relating to it, or allow others to do the same.

- a. **“Confidential Information”** is any GA proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of GA on whom I am called or with whom I became acquainted during the term of my assignment), markets, software, developments, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to me by GA or the Agency either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. Any information of GA which is not readily available to the public should be considered Confidential Information unless GA advises me otherwise. I further understand that Confidential Information does not include any of the foregoing items which have become publicly known and made generally available through no wrongful act or omission of mine or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof.

- b. Confidential Disclosure in Reporting Violations of Law or in Court Filings.** I acknowledge that nothing herein shall prevent me from disclosing, or create liability for disclosing, Confidential Information that is expressly allowed by 18 U.S.C. §1833(b), including disclosures of Confidential Information in confidence directly or indirectly to federal, state, or local government officials, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or regulation or making other disclosures that are protected under the whistleblower provisions of state or federal laws or regulations. I may also disclose Confidential Information in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal.
- c. Former Employer Information.** I agree during the term of my assignment with GA, not to improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity, including the Agency, and not to bring onto the premises of GA or utilize in my assignment at GA any unpublished document or proprietary information belonging to any such employer, person or entity unless consent is obtained in writing from such employer, person or entity.
- d. Third Party Information.** I recognize that GA has received and, in the future, will receive from third parties their confidential or proprietary information subject to a duty on GA's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information of such third party in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out work for GA consistent with GA's agreement with such third party.
- 4. Return of Materials.** I agree that all property, documents, data, records, papers, files, tangible items, computers, storage media, devices and other information and materials, in any format and whether or not pertaining to Confidential Information, furnished to me by GA or produced by myself or others in connection with my assignment to GA shall be and remain the sole property of GA and shall be returned promptly to GA as and when requested by the Agency or GA. Even should the Agency or GA not so request, I shall return and deliver all such property in unaltered form immediately upon the termination of my assignment, and I will not recreate, take with me, or retain any access to such data or property, any reproduction of such property or any materials or products derived from such property, nor will I copy, delete or alter any information contained on GA's computers, phones, devices or equipment before such items are returned to GA. I agree that any property and information situated on GA's premises and/or owned by GA, including devices, equipment, disks, media, electronic work spaces, storage devices, cloud-based data storage, email, voicemail, filing cabinets, desks or other work areas and systems, is subject to monitoring, search and/or inspection by GA at any time with or without notice. I agree that I have no expectation of privacy in such areas, systems or property. I also agree to, at the end of my assignment or thereafter, certify in writing, in a format acceptable to GA, that I have fully complied with each of my obligations herein.
- 5. Inventions.** I agree that all original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, mask work rights and other intellectual property rights, whether or not patentable or registrable under copyright, trademark, patent or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, or reduce or cause to be reduced into a tangible form of expression during the period of time I am assigned to GA (collectively referred to as "Inventions"), shall belong exclusively to GA, except as provided in paragraph 5.b. I further acknowledge that all original works of authorship as referred to above and which are made by me (solely or jointly with others) within the scope of and during the period of my assignment to GA and which are protectable by copyright and eligible to be "works made for hire" by me as that term is defined in the United States Copyright Act, 17 U.S.C. § 101(b), shall be works made for hire by me under such statute for the Agency, which has in turn, irrevocably assigned them to GA pursuant to the Order, and thus belong to GA. I agree that I will promptly make full written disclosure to GA, will hold in trust for the sole right and benefit of GA, and agree to assign, and hereby assign directly to GA all Inventions. To the extent that I am deemed to have any rights in and to any of the Inventions, I agree to assign, and hereby irrevocably assign all right, title, and interest, including any and all copyrights and/or goodwill in and to the Inventions, including any extensions and renewals thereof throughout the world, directly to GA. I understand and agree that the decision whether or not to commercialize or market any Invention developed by me, solely or jointly with others, is within GA's sole discretion and for GA's sole benefit

and that no royalty will be due to me as a result of GA's efforts to commercialize or market any such Invention.

a. Registration of Inventions. I agree to assist GA, or its designee, at GA's expense, in every proper way to secure all of GA's rights in the Inventions in any and all countries, including, but not limited to, the disclosure to GA of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which GA shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to GA, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to all such Inventions. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of my assignment. If GA is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application or registration for any Inventions in the United States or elsewhere assigned to GA, then I hereby irrevocably designate and appoint GA and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications or registrations of the Inventions and to do all other lawfully permitted acts to further the prosecution and issuance of any applications or registrations thereon with the same legal force and effect as if executed by me.

b. Exception to Assignments. I understand that the Agency and GA have agreed that the provisions of this CWA requiring assignment of Inventions directly to GA shall not apply to any personal work that I have developed entirely on my own time without using GA's equipment, supplies, facilities, trade secret information or Confidential Information except for those personal works that either (i) relate at the time of conception or reduction to GA's business, or actual or demonstrably anticipated research or development of GA or (ii) result from any work that I performed for GA. I will advise both the Agency and GA promptly in writing of any personal work that I believe meet the foregoing criteria and are not otherwise disclosed on Exhibit 1. I understand and agree that, since I am not employed by GA, but am employed by the Agency, the provisions of California Labor Code Section 2870 are not applicable to my relationship to GA.

c. Rights of the U.S. Government. I understand that GA has entered into, or from time to time in the future may enter into, agreements or arrangements with agencies of the United States Government and that GA may be subject to laws and regulations which impose obligations, restrictions, and limitations on it with respect to patents, writings, intellectual property or other works which may be acquired by it or which may be conceived, developed, written, or produced by employees, consultants, and other agents rendering services to it. I shall be bound by all such obligations, restrictions, and limitations applicable to any patents, writings, intellectual property, or other works conceived or developed or applicable to any writing or other work written or produced by me during the period of assignment with GA and I shall take any and all further action which may be required to discharge such obligations and to comply with such restrictions and limitations.

d. Records. I shall keep complete, accurate, and authentic accounts, notes, data, and records of all Inventions in the manner and form required by GA. Such accounts, notes, data, and records shall be the property of GA, and upon GA's request, I shall promptly surrender same to it, and, in any event, I shall surrender the same to GA upon the termination of my assignment from GA.

e. Pre-Existing Works Retained and Licensed.

(i) I represent that I have attached hereto, as Exhibit 1, a list describing all original works of authorship, developments, improvements, and trade secrets made by me prior to my assignment with GA (collectively referred to as "Pre-Existing Works"), which belong to me, which relate to GA's proposed business, products or research and development, and which are not assigned to GA hereunder; or, if no such list is attached, I represent that (1) there are no such Pre-Existing Works heretofore made or conceived by me which I deem to be excluded from the scope of this CWA; (2) there are no writings or other works written or produced by me which I deem to be excluded from the scope of this CWA; and (3) I hereby release GA from any and all claims by me by reason of any use by GA of any Pre-Existing Works heretofore made or conceived by me or any writing or other work heretofore written or produced by me.

(ii) I agree that I will not incorporate, or permit to be incorporated, any Pre-Existing Work owned by me or in which I have an interest, into a GA product, process

or machine without GA's prior written consent. Notwithstanding the foregoing sentence, if, in the course of my assignment with GA, I incorporate into a GA product, process or machine a Pre-Existing Work owned by me or in which I have an interest, GA is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Pre-Existing Work as part of or in connection with such product, process or machine. I further represent, warrant, and agree that to the extent, if any, that a third party has an interest in any Pre-Existing Work, either I do not require the consent of the third party to grant the rights granted to GA herein as to that Pre-Existing Work or I have obtained any required consent in writing. I further agree that in the event that any Pre-Existing Work owned by me or in which I have an interest is hereafter assigned, sold, transferred, exclusively licensed, or otherwise conveyed to a third party (collectively, "Conveyed Pre-Existing Work"), that third party shall take such Conveyed Pre-Existing Work subject to the terms and conditions of this CWA and that prior to such conveyance such third party shall be required to agree in writing that it will be taking such Conveyed Pre-Existing Work subject to the terms and conditions of this CWA.

6. No Conflict of Interest. I will not enter into a contract or accept an obligation inconsistent or incompatible with my obligations to GA. I warrant that, to the best of my knowledge, there is no other existing contract or duty on my part that conflicts with or is inconsistent with this CWA.

7. Governing law. To the greatest extent permissible, this CWA shall be interpreted and enforced pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and otherwise enforced and interpreted in accordance with the laws of the state in which I was last employed by the Agency and rendered services under this CWA (the "Governing Law").

8. Arbitration.

a. Arbitration of Differences. I recognize that disputes may arise between the Agency and me during or following my employment with the Agency and/or my assignment with GA, and that those differences may or may not be related to my employment or assignment. I understand and agree that by entering into this CWA, I anticipate gaining the benefits of a speedy, impartial dispute-resolution procedure.

b. Mutual Agreement to Arbitrate. The Agency and I mutually agree to submit to binding arbitration any differences that may arise between us, as more fully described and subject to the limitations set forth below.

c. Arbitrable claims. Arbitrable claims are those that the Agency (or its subsidiaries and affiliates) may have against me or that I (and no other party) may have against any of the following (1) GA or the Agency, (2) direct or indirect parents, subsidiaries, or affiliated entities of GA or the Agency, (3) any of such entities' officers, directors, employees, or agents in their capacity as such or otherwise, (4) benefit plans or the plans sponsors, fiduciaries, administrators, affiliates, and agents, and/or (5) all successors and assigns of any of them. I expressly agree and acknowledge that GA is a third-party beneficiary of this CWA (see paragraph 9 below), including without limitation the arbitration provisions of this paragraph 7. The only claims that are arbitrable are those that are justiciable under applicable U.S. federal, state, or local law and which lawfully can be the subject of an agreement to arbitrate. Arbitrable claims include, but are not limited to: claims for wages, bonuses, or other compensation; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination (including, but not limited to, race, sex, sexual orientation, religion, national origin, age, marital status, physical or mental disability or handicap, or medical condition); claims for benefits (except as provided below); and claims for violation of any federal, state, local, or other governmental law, statute, regulation, or ordinance.

d. Forms of Relief Not Precluded by This paragraph 8. The Agency and I agree that neither of us shall initiate or prosecute any lawsuit or administrative action in any way related to any claim covered by this CWA, except that this CWA does not prohibit the filing by me of, or pursuit of, relief through: (1) an administrative charge to any federal, state or local equal opportunity or fair employment practices agency, (2) an administrative charge to the National Labor Relations Board, or (3) any other charge filed with or communication to a federal, state or local government office, official or agency. Further, in addition to any other rights and remedies available to either me, the Agency or GA for any breach of any obligations hereunder, either I, the Agency or GA (or GA's employees and agents) shall be entitled to seek, through the judicial process and in a Federal or state court of law of competent jurisdiction preliminary

injunctive relief (without the posting of a bond or other security) to preserve the status quo or prevent irreparable injury, including before the matter can be heard in any arbitration, and for such purposes I hereby submit to the non-exclusive jurisdiction of a court of law located in San Diego, California.

e. Claims Not Subject to Arbitration. The following claims are not covered by this CWA: claims for workers' compensation or unemployment compensation benefits; claims that as a matter of law cannot be subject to arbitration (after application of Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., preemption principles); claims covered by (and defined in) the Franken Amendment, first enacted in Section 8116 of the Defense Appropriations Act of 2010, or any similar statute, regulation or executive order, to the extent that any such statute, regulation or executive order is effective and applicable to this CWA; and claims under an employee benefit or pension plan that specifies a different arbitration procedure.

f. Arbitration provider and rules. The arbitration will be held under the auspices of the American Arbitration Association ("AAA"). The arbitration shall take place in the county (or comparable government unit) in which I was last employed by the Agency for my assignment to GA (as reflected on my most recent payroll record issued by the Agency), or if claims are asserted against GA (even if joined with claims against the Agency), the county of the GA office or facility to which I was last assigned when I rendered services to GA, and no dispute affecting my rights or responsibilities shall be adjudicated in any other venue or forum. The arbitration shall be held in accordance with the then-current American Arbitration Association Employment Arbitration Rules & Procedures (and no other AAA rules), which currently are available at https://www.adr.org/sites/default/files/EmploymentRules_Web_2.pdf.) I understand that the Agency will provide me a written copy of those rules upon my request. The arbitrator (the "Arbitrator") shall be either a retired judge, or an attorney who is experienced in employment law and licensed to practice law in the state in which the arbitration is convened, selected pursuant to AAA rules. To the greatest extent permissible under applicable law, this paragraph 8 shall be interpreted and enforced pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and otherwise enforced and interpreted in accordance

with the Governing Law. The Arbitrator is without jurisdiction to apply any different substantive law or law of remedies. The Federal Rules of Evidence shall apply. The Arbitrator shall render an award and written opinion, which shall include the factual and legal basis for the award. The Arbitrator shall have the authority over the parties' discovery and also to order non-party and third-party subpoenas for discovery and the arbitration proceeding. The Arbitrator shall render an award and written opinion, which shall include the factual and legal basis for the award. The arbitration proceedings, including the award, shall be confidential, and no party will publicize the nature of any dispute or the outcome of any arbitration proceeding except to the extent required by applicable law, provided in such case the party required to make any disclosure informs the other part(ies) of such requirement to allow the other part(ies) to seek a protective order. The arbitrator will issue appropriate protective orders to safeguard each party's confidential information disclosed in the arbitration. The arbitration shall be final and binding upon the parties.

g. Arbitration costs and fees. The Agency will be responsible for paying any filing fee and the fees and costs of the Arbitrator; provided, however, that if I am the party initiating the claim, I will contribute an amount equal to the filing fee to initiate a claim in the court of general jurisdiction in the state in which the arbitration is held, unless AAA or the Arbitrator allow me to proceed without doing so based on demonstrated financial hardship.

h. Procedure for asserting claims. The party asserting the claim must give written notice of any claim to the other party no later than the expiration of the statute of limitations (deadline for filing) that the law prescribes for the claim. Otherwise, the claim shall be deemed waived. I understand that the party asserting the claim is encouraged to give written notice of any claim as soon as possible after the event or events in dispute so that arbitration of any differences may take place promptly. Written notice to the Agency, or its officers, directors, employees, or agents, shall be sent to [REDACTED], at [REDACTED]. I will be given written notice at the last address recorded in my personnel file maintained by the Agency. The written notice shall identify and describe the nature of all claims asserted, the facts upon which such claims are based, and the relief or remedy sought. The notice shall be sent to the other party by certified or registered mail, return receipt

requested.

i. Individual dispute resolution. To the maximum extent permitted by law, I hereby waive any right to bring on behalf of persons other than myself, or to otherwise participate with other persons in, any class or collective action.

j. Complete agreement. This agreement to arbitrate supersedes any prior or contemporaneous oral or written understanding on the subject of dispute resolution. No party is relying on any representations, oral or written, on the subject of the effect, enforceability or meaning of this arbitration provision, except as specifically set forth here. This paragraph 8 shall survive the termination of my assignment to GA and the termination of my employment with the Agency.

9. Third Party Beneficiaries. I expressly acknowledge and agree that GA is a third party beneficiary of this CWA and is entitled to all rights and benefits of this CWA, and may

enforce the provisions of this CWA, as if GA were a party hereto, despite the fact that GA is not, and shall never be considered to be, my employer as related to the Agency's assignment of me to perform services under the Order. In addition, I agree that GA's employees and agents are third party beneficiaries of paragraph 8 of this CWA. I agree to deliver a copy of this signed CWA to the Agency before providing any services to GA, and acknowledge and agree that the Agency may provide a copy of the CWA to General Atomics.

10. General Provisions. This CWA constitutes the entire agreement between me and the Agency relating to the subject matter hereof. In particular, this CWA supersedes any other agreement that I have with the Agency, to the extent of any conflict relating to the subject matter hereof. This agreement shall not be amended except by written agreement between the parties. If any term, covenant, or condition of this CWA shall for any reason be held unenforceable by a court of competent jurisdiction, the rest of this CWA shall remain in full force and shall in no way be affected or impaired.

ACCEPTED AND AGREED:

INSERT NAME OF THE AGENCY

By:

Name:

Title:

INSERT NAME OF THE AGENCY EMPLOYEE

By:

Name

Title:

Date:

EXHIBIT 1

LIST OF AGENCY EMPLOYEE PRE-EXISTING WORKS

Title	Date	Identifying Number or Brief Description

- No inventions or improvements
- Additional sheets attached

Signature of Agency Employee:

Printed Name of Agency Employee:

Date: