

Name of Employee:

Boris Nikolic

EMPLOYMENT AGREEMENT

In consideration of employment with bgC3 LLC ("bgC3") and other valuable consideration, I, the undersigned employee, agree as follows:

1. **Purpose and Duties.** I shall devote my full time and attention to my employment with bgC3. My duties and responsibilities shall include those assigned to me by bgC3 as they may be changed from time to time. I shall make best efforts to further the interests of bgC3 and the persons for whom bgC3 provides services, including William H. Gates III and Melinda F. Gates ("Individuals") during this employment and shall perform employment services in accordance with the highest standards. During employment with bgC3, I shall not engage in any activity that: (a) occupies my attention so as to interfere with the proper and efficient performance of my duties for bgC3; or (b) interferes with the independent exercise of my judgment regarding the best interests of bgC3 or Individuals. I represent that entry into this Agreement or performance of my obligations under this Agreement will not violate any obligation that I have to any other party, including former employers.

2. **At Will Employment/Termination.** The employment relationship between bgC3 and me is voluntary and for no set duration of time. Either bgC3 or I may terminate this employment relationship at will, with or without notice and with or without cause. No one other than the Managing Director of bgC3, and then only in writing, is authorized to alter or amend the at-will status of employment. The only payment to which I am entitled at separation shall be my base salary and benefits for the period through my last day of employment. Notwithstanding the foregoing, the obligations undertaken by me under paragraphs 3 through 8, 10, and 11 below shall survive termination of the employment relationship.

3. **Confidentiality.** I acknowledge that in the performance of my services under this Agreement, I will acquire considerable knowledge about bgC3, Individuals and members of the family, home and business of Individuals. I understand and agree that as part of the consideration for making this Agreement, all such information and knowledge is and shall be completely confidential, and no information about bgC3, Individuals, or Individuals' family or business shall be disclosed to any third party for any reason whatsoever, including without limitation, information regarding the personal lives, habits, property, family, guests, events or other circumstances associated with Individuals, as well as any information about existing or proposed security equipment, security systems and security monitoring associated with Individuals or Individuals' family or business. I shall not produce, except as required as part of my employment, any written accounts, fictionalized or otherwise, that relate to or resemble my employment with Individuals or Individuals themselves. I understand and agree that there may be no adequate remedy at law for bgC3 or other persons protected under this paragraph in the event of its breach, or threatened breach, and any such person, in addition to any other remedies available at law or in equity, shall be entitled to injunctive relief to prevent any breach of this obligation or to minimize the consequences thereof. Notwithstanding the foregoing, if I should breach the provisions of this paragraph 3, bgC3 and Individuals shall be entitled, in addition to but not as a limit on any other remedies available to bgC3 and Individuals, to recover automatically any proceeds or remuneration of any nature whatsoever that I receive in regard to or as a result of the disclosure of any such confidential information.

4. **Copyrights.** I acknowledge and agree that any and all copyrightable works prepared by me within the scope of my employment by bgC3 will be works made for hire, that bgC3 will own all rights under copyright in and to such works, and that bgC3 will be considered the author of all such works. If and to the extent that any jurisdiction should fail to deem any copyrightable work prepared by me within the scope of my employment by bgC3 to be a work made for hire owned by bgC3, I hereby irrevocably assign to bgC3 all rights, title and interest in and to such work.

5. **New Inventions.** I acknowledge and agree that as a function of my employment with bgC3, I may solely or jointly conceive, develop, reduce to practice or otherwise produce inventions, discoveries, designs, developments or improvements and trade secrets (collectively "Inventions"). I will make prompt and full disclosure to bgC3, will hold in trust for the sole benefit of bgC3, and hereby assign exclusively to bgC3 all my rights, title and interest in and to any and all Inventions that I solely or jointly may conceive, develop, reduce to practice or otherwise produce during my employment with bgC3. I waive and quitclaim to bgC3 any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent application, patent, or other intellectual property right relating to any Inventions so assigned to bgC3. **NOTICE:** My obligation to assign shall not apply to any invention that: a) was developed entirely on my own time without using any equipment, supplies, facilities, services, or trade secret information of bgC3; b) does not relate (i) directly to the business of bgC3 or (ii) to the actual or demonstrably anticipated research or development of bgC3; and c) does not result from any work performed by me for bgC3.

6. **Excluded and Licensed Inventions.** I have been given the opportunity to attach at Annex A a list describing all Inventions that I am currently developing and all Inventions belonging to me and made by me prior to my employment with bgC3 that I wish to have excluded from this Agreement. If no such list is attached, I represent that there are no such Inventions. As to any Invention in which I have an interest at any time prior to or during my employment, if I use or incorporate such an Invention in any released or unreleased bgC3 product, service, program, process, machine, development or work in progress, or if I permit bgC3 to use or incorporate such an Invention, bgC3 is hereby granted and shall have an irrevocable, perpetual, royalty-free, worldwide license to exercise any and all rights with respect to such Invention, including without limitation the right to protect, make, have made, use and sell that Invention without restriction and the right to sublicense those rights to others.

7. **Documentation of Intellectual Property Rights.** I agree to execute, acknowledge, verify and deliver to bgC3 any and all further documents (including without limitation instruments appropriate for the protection and enforcement of intellectual property rights) that bgC3 may reasonably deem necessary or appropriate to carry out or evidence the purposes or intent of this Agreement. If for any reason whatsoever I fail to execute, acknowledge, verify or deliver any such document, I hereby irrevocably appoint bgC3 and its duly authorized officers and agents as my agent and attorney in fact, to act in my stead to execute, acknowledge, verify and deliver any such document (as applicable) with the same legal force and effect as if done by me. I will testify at bgC3's request and expense in any legal proceeding arising during or after my employment.

8. **Ownership and Return of Materials.** I acknowledge and agree that I will have no ownership or privacy interest in materials, data or information stored on or transmitted using property or equipment leased or owned by bgC3 or Individuals, all of which shall be subject to access by bgC3 or Individuals at any time without notice. When my employment by bgC3 ends, I will immediately return to bgC3 all papers, drawings, notes, manuals, specifications, designs, devices, code, email, documents, diskettes, CDs and tapes created during or related to my employment with bgC3, as well as any other material in any form or media containing any confidential or proprietary information. I will also return all keys, access cards, credit cards, identification cards and other property belonging to bgC3 or Individuals.

9. **bgC3 Policies and Legal Compliance.** I shall comply with any and all policies, procedures and instructions of bgC3 as they may be adopted and/or amended from time to time. I shall perform my responsibilities in a way that is in complete compliance with applicable law. To the extent that any licenses or permits are required by law to perform my duties under this Agreement, I shall be solely responsible for the maintenance of such licenses or permits and shall immediately notify bgC3 if any of them lapse or are about to lapse. I shall participate in all training required by bgC3.

10. **Arbitration.** Except for the right to commence judicial action to obtain injunctive relief, any controversy, claim or dispute of whatever nature arising out of or relating to my employment or this Agreement, whether such controversy, claim or dispute is based upon statute, contract, tort, common law or otherwise, and whether such controversy, claim or dispute existed prior to or arises after the date of this Agreement (any such controversy, claim or dispute being a "Dispute"), shall be resolved in accordance with the procedures set forth in this paragraph 10. Except as noted in the previous sentence, the remedies set forth in this paragraph 10 shall be the sole and exclusive procedures for the resolution of any Disputes. To the fullest extent permitted by law, matters within the definition of "Disputes" shall include all matters pertaining to employment and this Agreement, including, without limitation matters pertaining to termination, compensation, discrimination and harassment. I waive and release any right I have to litigate Disputes in court before a jury, including Disputes arising under statutes such as Title VII of the Civil Rights Act, the Age Discrimination in Employment Act and the Washington Law against Discrimination.

Disputes shall be determined by arbitration in Seattle, Washington in accordance with the then current American Arbitration Association ("AAA") National Rules for the Resolution of Employment Disputes. The arbitration will be conducted by a sole neutral arbitrator who has had both training and experience as an arbitrator of general employment matters. Reasonable discovery shall be permitted and the arbitrator may decide any issue as to discovery. The arbitrator may decide any issue as to whether, or as to the extent to which, any Dispute is subject to the arbitration and other dispute resolution provisions in this Agreement. The arbitrator may award any relief permitted by law. The arbitrator must base his or her award on the provisions of this Agreement and applicable law and must render his or her award in a writing, which must include an explanation of the reasons for such award. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof and the decision of the arbitrator may be entered by any court having jurisdiction thereof and the decision of the arbitrator shall be final and binding. The statute of limitations applicable to the commencement of a lawsuit will apply to the commencement of an arbitration under this subsection. In the event of a conflict under this paragraph 10 and AAA rules, this Agreement shall govern. Nothing in this paragraph 10 prevents a party from seeking temporary emergency relief in court with respect to a Dispute, including without limitation a temporary restraining order or a preliminary injunction. The parties may also invoke the AAA's Optional Rules for Emergency Measures of Protection.

This provision shall be interpreted in a way to be consistent with law. If any provision in this paragraph 10 is deemed inconsistent with law, it shall be reformed to the extent required to render it enforceable and shall be so enforced.

11. **Miscellaneous.**

A. **Entire Agreement.** This Agreement (with attachments, including the offer letter accompanying this Agreement) constitutes the entire contract, understanding and agreement with regard to the subject matter of this Agreement and supersedes all prior understandings, representations and/or agreements, whether written or oral, with respect to the subject matter of the Agreement. I understand that bgC3 would not employ me if I did not enter into this Agreement.

B. **Severability.** The unenforceability or invalidity of any provision(s) of this Agreement shall not render any other provision(s) unenforceable or invalid. If any one or more of the provisions of this Agreement shall for any reason be deemed by an arbitrator or court of competent jurisdiction to be excessively broad as to scope, activity or subject, it shall be construed by reducing such provision(s) so as to be enforceable to the fullest extent compatible with applicable law.

C. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

D. **Non-Waiver of Rights.** bgC3's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right bgC3 or Individuals may have under this Agreement shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

E. **Assignment.** bgC3 may, in its sole discretion, assign its rights and obligations under this Agreement. My rights and obligations under this Agreement may not be assigned.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND ACCEPT ITS TERMS.

DATED effective as of the ___ day of _____, 200__.

(Signature)

(Print or type name)

Annex A listing Employee's Excluded Inventions attached?

Yes ___ No ___

AGREED:

bgC3 LLC

By: _____

Its: Director of Human Resources

ANNEX A