

EMPLOYMENT AGREEMENT

Agreement of employment and information on terms of employment.

Date: 2016/03/30

Employee

Name: Xavier Corbella Coll
Address: C/ Canàries 99, 08290, Cerdanyola del Vallès, Spain
Phone: +34-66-252 99 85
Personal ID: 47236811 D

Position

Title: Intern
Tasks: Create simulation apps, run tests, and document apps and models.

Place of Work

Address: COMSOL AB, Tegnérgatan 23, 114 44 STOCKHOLM, SWEDEN
Phone: +46-(0)8-412 95 00

Form of Employment

Internship, termed employment (so called "allmän visstidsanställning") between June 7th and September 30th, 2016.



Working hours

Full time, 40 hours per week during office hours 0800-1700 Monday through Friday.

Salary and benefits

Salary: 120 SEK per hour including earned vacation pay.
Travel: COMSOL books and pays air fare to and from Stockholm.

Signatures

COMSOL AB (Employer): 	Employee: 
Date and place: APRIL 6, 2016, STOCKHOLM	Date and place: April 1, 2016, Barcelona
Ed Fontes, CTO	Xavier Corbella Coll

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PROPRIETARY INFORMATION, INVENTION AND NON-SOLICITATION AGREEMENT

COMSOL AB ("COMSOL") is a knowledge intensive company whose most important assets are intellectual property and intellectual property rights. The employees take part in the creation of these assets and are compensated through their salaries. It is of utmost importance that all rights relating to these assets are properly assigned to COMSOL and that the employees cooperate in the protection of all assets. Equally important, COMSOL must ensure that it complies with its legal and contractual obligations. Accordingly, COMSOL has prepared this Proprietary Information, Invention and Non-Solicitation Agreement ("Agreement"), and is asking current employees to sign this Agreement to clarify any details that may have been unclear in previous agreements, as well as future employees. Therefore, Comsol and the undersigned employee ("I") agree as follows:

1. Proprietary Information

I am aware of the Swedish Act on Protection of Trade Secrets (*Sw: Lag (1990:409) om skydd för företagshemligheter*) and recognize that my position with COMSOL is one of trust and confidence by reason of my access to and contact with confidential information, and other commercially valuable information that is not public knowledge, upon which COMSOL's business and financial success depend (collectively "Proprietary Information", exemplified below). I agree that, both during and after my employment with COMSOL, I shall hold all Proprietary Information in the strictest confidence and shall not disclose such Proprietary Information to any person or entity (except as necessary in carrying out my work for COMSOL, consistent with COMSOL's policies). I shall always use my best efforts and exercise utmost diligence to protect and prevent the unauthorized disclosure to others of any portion of the Proprietary Information.

Proprietary Information includes without limitation any patents, copyrights, trade secrets, discoveries, ideas, know-how, concepts, designs, techniques, processes, formulas, algorithms, inventions, drawings, models, data, specifications, research, licenses, products, computer programs in various states of development, source codes, object codes, documentation, diagrams, schematics, circuits, flow charts, economic and financial analyses, developments, marketing and development plans, employment information, business information, customer and client information, financial information, price and cost information, names of vendors and suppliers, third-party information entrusted to COMSOL, sales information and other proprietary information of COMSOL that is used in conducting COMSOL's business and that is a valuable, special and unique asset of COMSOL's business.

2. Non-Use

Except as may be required by COMSOL in connection with and during my employment, or with the express written permission of COMSOL signed by a duly authorized officer of COMSOL, I shall not: (i) either during or after my employment with COMSOL, whether voluntarily or as a condition or requirement of any employer or other party to whom I am or may become contractually obligated, directly or indirectly, use any Proprietary Information for my own benefit or for the benefit of another or in any way adverse to COMSOL's business interests; and (ii) during my employment with COMSOL, consult for or otherwise assist any party engaged in activities or business competitive with the business or proposed business of COMSOL or otherwise inconsistent with its interests.

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3. Property of COMSOL

I agree that all agreements, memoranda, notes, records, drawings, manuals, programs, codes, procedures, formulas and any other materials belonging to COMSOL are and shall be the exclusive property of COMSOL and shall be delivered, along with all copies thereof, to COMSOL when my employment ends (and of course at any other time I am requested or expected to).

4. Assignments and Copyrights

To the extent permitted by the Swedish Copyright Act (*Sw: Lag (1960:729) om upphovsrätt till litterära och konstnärliga verk (upphovsrättslagen)*) and the Swedish Act on Employee Inventions (*Sw: Lag (1949:345) om rätten till arbetstagares uppfinningar*), I undertake to assign automatically and on an exclusive and worldwide basis to COMSOL all intellectual property rights relating to the works of creative expression made by me, or otherwise under my control, within the framework of my employment contract ("Works"), including, without limitation, the rights of reproduction, adaptation, translation, and representation, with respect to the Works as a whole or in part, and with respect to any media now existing or hereafter existing. The Works that are encompassed by this assignment include all projects, texts, software (including source code and object code) and all elements, as well as any media thereof, made by me, or otherwise under my control, within the framework of my employment contract.

All intellectual property rights with respect to the Works arising out of or during the performance of my employment contract shall be the exclusive property of COMSOL which shall be solely entitled to protect and defend the intellectual property rights on the Works. I shall not be entitled to reproduce, directly or indirectly, the Works, or to use the Works or copies or derivative works thereof, in whole or part, without the express written permission of COMSOL signed by a duly authorized officer of COMSOL.

The assignment of copyright under the Swedish Copyright Act is made free of any compensation. As for Works that encompass inventions covered by the Swedish Act on Employee Inventions, I am entitled to reasonable compensation.

5. Inventions

(a) Within the scope of employment. The inventions made by me within the framework of my employment shall be the exclusive property of COMSOL if they are made within the scope of the performance of my employment contract, in accordance with the provisions of the Swedish Act on Employee Inventions. COMSOL shall solely be entitled to protect and defend these inventions, if need be. Any invention made by me within the framework of my employment that is not patentable but which qualifies for protection under the Swedish Act on the Protection of Trade Secrets shall be the exclusive property of COMSOL if they are made within the scope of the performance of my employment contract.

(b) Outside the scope of employment but attributable thereto. In accordance with the provisions of the Swedish Act on Employee Inventions COMSOL shall be entitled to precedence to agree with me regarding assignment of the ownership, in whole or part, of all rights relating to the patents covering inventions made outside the scope of employment, which could have been made by me, alone or with a third party's assistance, during the performance of my employment

contract or in the course of its functions or within the field of COMSOL's activities, or by knowledge or use of COMSOL's techniques or specific means or of data provided by COMSOL.

(c) Classification of Inventions. I shall promptly declare to COMSOL all inventions made by me or as a co-inventor during the performance of my employment contract, whether in the scope of my employment or not. Such a declaration shall comprise all necessary information for the purposes of assisting COMSOL in the classification of the invention. Should the classification imply a right of attribution, I shall provide COMSOL with a complete description of the invention concerned. The Parties shall not disclose the invention until a decision is taken as to its final classification. If COMSOL wishes to take ownership of the invention, then COMSOL shall inform me within four (4) months after receipt of my notification.

6. Cooperation

I agree to reasonably cooperate with COMSOL, both during and after my employment, to protect its Proprietary Information and to execute all instruments including patent and copyright applications and assignments therefor, and to do all other things reasonably necessary to fully vest and perfect in COMSOL the ownership rights contemplated herein, including, to the extent reasonable and in accordance with Swedish law, giving testimony and assisting COMSOL in the prosecution or defense of any interference which may be declared involving any of such patent applications, patents, copyright applications or copyrights. COMSOL shall reimburse me for expenses incurred in connection with such cooperation. I undertake to refrain from challenging any of the rights that I have either granted to COMSOL or recognized to be owned by COMSOL in this Agreement.

7. Authorization to Execute

In the event COMSOL is unable, after reasonable effort, to secure my signature on any document or instrument necessary to secure trademarks, letters patent, copyrights or other analogous protection relating to an Invention, whether because of my physical or mental capacity or for any other reason whatsoever, I hereby designate and appoint COMSOL 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 application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of trademarks, letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by me.

8. Non-Solicitation

For the protection of COMSOL and its relations I understand it as necessary and reasonable and agree that:

(a) During my employment by COMSOL and for one (1) year thereafter, I shall not, directly or indirectly, in any capacity whatsoever, contact, recruit, solicit or induce, or attempt to contact, recruit, solicit or induce, any employee, consultant, agent, director or officer of COMSOL, its parent company, or any of its affiliated companies to terminate his/her employment with, or otherwise cease any relationship with the Company, its parent company, or any of its affiliated companies (except as necessary in my employment with COMSOL, consistent with COMSOL's policies).

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(b) If any restriction set forth in paragraph (a) of this Section 8 is found by any court to be unenforceable because it is overbroad in any manner, such restriction shall be interpreted to extend only over the maximum period of time, range of activities, or geographic area which the court finds to be enforceable.

9. Injunctive Relief

With respect to trade secrets and copyrights, I am aware of Injunctive Relief provisions of the Swedish Act on Protection of Trade Secrets (*Sw: Lag (1990:409) om skydd för företagshemligheter, Vitesförbud 11§-13§*) and the Swedish Copyright Act (*Sw: Lag (1960:729) om upphovsrätt till litterära och konstnärliga verk (upphovsrättslagen) 53 b §*). I understand and acknowledge that COMSOL's Proprietary Information, Inventions and goodwill are of a special, unique, unusual, extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably compensated by damages in an action at law. In the event that a court of appropriate jurisdiction awards COMSOL injunctive or other equitable relief due to my breach of the terms of this Agreement, I understand that the time periods defined in Section 8 of this Agreement shall be suspended for the period in which I am in breach of the Agreement, and shall resume when such injunctive or other equitable relief is enforced.

10. Employee Acknowledgements

I acknowledge and agree that to the extent reasonable and permitted by Swedish law, my responsibilities, duties, position, compensation, title and/or other terms and conditions of employment may change from time to time or I may have a break in service with COMSOL and, notwithstanding any change in any terms and conditions of employment or a break in service, this Agreement shall remain in full force and effect.

11. Severability/Governing Law/Forum

The provisions of this Agreement are severable. If any term or provision hereof (or the application thereof) is held invalid or unenforceable for any reason, the remaining provisions shall not be affected but rather shall remain in full force and effect and shall be enforced to the fullest extent permitted by law. This Agreement will be governed by Swedish law. The parties hereby expressly consent to the exclusive jurisdiction of the Swedish courts for any lawsuit arising from or relating to this Agreement.

12. No Conflicting Obligation

I hereby represent and warrant to COMSOL that I (i) am not presently under and will not in the future become subject to any contractual obligation or legal duty to any person, entity or prior employer which is inconsistent or in conflict with this Agreement or which would prevent, limit or impair in any way my performance of my employment with COMSOL, (ii) have not disclosed and will not disclose to COMSOL, nor use for COMSOL's benefit, any confidential information and trade secrets of any other person or entity, including any prior employer, unless such disclosure is expressly permitted by any agreement with such entity, person or prior employer, and (iii) will not cause COMSOL to violate the terms of any license or other agreement through the use of any goods or services that have not been approved by COMSOL management and that are the subject of any such agreement, including, without limitation, any open source license agreement. Exhibit A hereto identifies all agreements I have with any current or former person or entity, including any employer, which restrict in any way the activities I may undertake as an

employee of COMSOL, which require me to refrain from any use or disclosure of any information, ideas, inventions, or expressions, and/or which grant any ownership interest in any intellectual property and/or proprietary rights. For avoidance of doubt, nothing in this Agreement shall be construed to prevent me from accepting employment with any other employer following termination of my employment with COMSOL, provided that I make no use of the Proprietary Information in connection with any such future employment and provided that I take no action inconsistent with any grant of proprietary rights I have made to COMSOL pursuant to this Agreement.

13. Entire Agreement

This Agreement contains the entire agreement and understanding between the parties and supersedes all prior and contemporaneous agreements, terms and conditions, whether written or oral, made by the parties concerning the subject matter of this Agreement. This Agreement may be modified only by a written agreement signed by me and a duly authorized officer of COMSOL.

Employee: **Xavier Corbella Coll**

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Signature

April 1, 2016
Dated

COMSOL AB

By: [Signature]
Name: Ed Fontes
Title: CTO

APRIL 6, 2016
Dated

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EXHIBIT A

Xavier Corbella Coll, EMPLOYEE

AGREEMENTS PURSUANT TO PARAGRAPH 12 THAT I HAVE WITH ANY CURRENT OR
FORMER PERSON, ENTITY OR EMPLOYER

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

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