



EMPLOYEE CONFIDENTIALITY AND INVENTIONS ASSIGNMENT AGREEMENT

In consideration of my employment or continued employment by NVIDIA Corporation, its subsidiary or its affiliate (together, "Company"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. CONFIDENTIALITY.

1.1 Nondisclosure; Recognition of Company's Rights. At all times during my employment by Company and thereafter, I will hold in confidence and will not disclose, use, lecture upon, or publish any of Company's Confidential Information (defined below), except as such use is required in connection with my work for Company, or unless the General Counsel (the "GC") of Company expressly authorizes in writing such disclosure or publication. I will obtain the GC's written approval before publishing or submitting for publication any material (written, oral, or otherwise) that relates to my work at Company and/or incorporates any Confidential Information. I hereby assign to Company any and all rights I have or acquire in any and all Confidential Information and agree that all Confidential Information shall be the sole and exclusive property of Company and its assigns.

1.2 Confidential Information. The term "Confidential Information" shall mean any and all confidential knowledge, data or information related to Company's business or its actual or demonstrably anticipated research or development, including without limitation: (a) trade secrets, inventions, ideas, processes, computer source and object code, data, formulae, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding products, product road maps, plans for research and development, marketing and business plans, sales and sales strategies, budgets, financial statements, contracts, prices, costs, suppliers, customers, and past and future customer purchases; (c) information regarding the skills and compensation of Company's employees, contractors, and any other service providers of Company; and (d) the existence of any business discussions, negotiations, or agreements between Company and any third party.

1.3 Third Party Information. I understand, in addition, that Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment by Company and thereafter, I will hold Third Party Information in strict confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or use, except in connection with my work for Company, such Third Party Information, unless expressly authorized by an officer of Company in writing prior to any such disclosure or use.

1.4 No Improper Use of Information of Prior Employers and Others. I represent that my employment by Company does not and will not breach any agreement with any former employer, including any noncompete agreement or any agreement to keep in confidence information acquired by me in confidence or trust prior to my employment by Company. I represent that I am under no obligations or commitments, whether contractual or otherwise, that are inconsistent with my obligations under this agreement. I further represent that I have not entered into, and will not enter into, any agreement, either written or oral, in conflict herewith, and that I am not on a leave of absence or similar arrangement from a different employer. During or in connection with my employment by Company, I will not improperly use or disclose any confidential information, trade secrets or other proprietary information or intellectual property of any former employer or other third party who has any right, title or interest in such information or intellectual property or to whom I have an obligation of confidentiality. I will not bring onto the premises of Company or use any unpublished documents or any

property belonging to any former employer or other third party to whom I have an obligation of confidentiality, unless I have prior written consent from that former employer or person. I represent and warrant that I have returned all property and confidential information belonging to any prior employer. I will use in the performance of my duties only information that is generally known and used by persons with training and experience comparable to my own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by Company. I agree that I will abide by any contractual obligations to refrain from soliciting any person employed by or otherwise associated with any former or current employer.

2. INVENTIONS.

2.1 Inventions and Intellectual Property Rights. As used in this Agreement, the term "Invention" means any ideas, concepts, information, materials, processes, data, programs, know-how, improvements, discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques and all Intellectual Property Rights therein. The term "Intellectual Property Rights" means all trade secrets, copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any jurisdiction or country.

2.2 Prior Inventions. I agree that I will not incorporate, or permit to be incorporated, Prior Inventions (defined below) in any Company Inventions (defined below) without Company's prior written consent. In addition, I agree that I will not incorporate into any Company software or otherwise deliver to Company any software code licensed under the GNU GPL or LGPL or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Company, except in accordance with the Company's policies. I have disclosed on Exhibit A a complete list of all Inventions that I have, or I have caused to be, alone or jointly with others, conceived, developed, or reduced to practice prior to the commencement of my employment by Company, in which I have an ownership interest or which I have a license to use, and that I wish to have excluded from the scope of this Agreement (collectively referred to as "Prior Inventions"). If no Prior Inventions are listed in Exhibit A, I warrant that there are no Prior Inventions. If, in the course of my employment with Company, I incorporate a Prior Invention into a Company product, process, machine or other work, I hereby grant Company a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Prior Invention.

2.3 Assignment of Company Inventions. Subject to the section entitled "Government or Third Party" and except for Inventions that I can prove qualify fully under the provisions of California Labor Code section 2870 and I have set forth in Exhibit A, I hereby irrevocably and perpetually assign and agree to assign in the future (when any such Inventions or Intellectual Property Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to Company all of my right, title, and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, reduced to practice, or learned by me, either alone or with others, during the period of my employment by Company. Inventions assigned to Company or to a third party as directed by Company pursuant to the section titled "Government or Third Party" are referred to in this Agreement as "Company Inventions."

2.4 Obligation to Keep Company Informed. In addition to my other obligations hereunder, during the period of my employment by Company, I will promptly disclose to Company fully and in writing all patent applications filed by me or on my behalf. In order for Company to determine whether any invention was made during my employment with Company and/or is based upon Company's Confidential Information, I agree that during the two (2) year period after the termination of my employment by Company for any reason, I will promptly: (i) notify Company that any one or more patent applications have been filed by me or on my behalf, either alone or with others; and (ii) provide Company with a list of the names of the coapplicants, if any, and a description of the subject matter of the patent application that is sufficiently detailed to reasonably allow Company to determine whether it relates to Company's Confidential Information, its business, or its actual or demonstrably anticipated research and development.

2.5 Government or Third Party. I also agree that as directed by Company, I will assign all of my right, title, and interest in and to any particular Company Invention to a third party, including without limitation the United States.

2.6 Enforcement of Intellectual Property Rights and Assistance. During the period of my employment and thereafter, I will assist Company in every proper way to obtain and enforce United States and foreign Intellectual Property Rights relating to Company Inventions in all countries. In the event Company is unable to secure my signature on any document needed in connection with such purposes, I hereby irrevocably designate and appoint Company and its duly authorized officers and agents, including in particular the GC, as my agent and attorney in fact, which appointment is coupled with an interest, to act on my behalf to execute and file any such documents and to do all other lawfully permitted acts to further such purposes with the same legal force and effect as if executed by me.

3. RECORDS. I agree to keep and maintain, and under no circumstances to discard or destroy, adequate and current records (in the form of note books, notes, sketches, drawings and in any other form that is required by Company) of all Inventions made by me during the period of my employment by Company, which records shall be available to, and remain the sole property of, Company at all times. I will return those records to Company at the termination of my employment whether voluntary, or with or without cause by Company, or immediately upon request by Company.

4. ADDITIONAL ACTIVITIES. I agree that: (a) during the term of my employment by Company, I will not engage in any employment, consulting, advisory, business or similar activity (collectively, the "Outside Activities") without the written approval (the "Approval") of my immediate supervisor and the Vice President, Corporate Affairs of NVIDIA Corporation, as required under Company's Conflict of Interest Guidelines; (b) during the term of my employment by Company, I will not compete with Company, nor assist any person or entity in competing with Company, in preparing to compete with Company or in hiring any employees or consultants of Company, and (c) for the period of my employment by Company and for one (1) year thereafter, I will not, either directly or indirectly, solicit or attempt to solicit any employee, independent contractor, or consultant of Company to terminate his, her or its relationship with Company in order to become an employee, consultant, or independent contractor to or for any other person or entity. I have disclosed on Exhibit B a complete list of all Outside Activities that I am seeking Approval to participate in during my employment by Company. If no Outside Activities are listed in Exhibit B, I warrant that there are no Outside Activities. Examples of Outside Activities include, but are not limited to: engaging in self-employment; providing consulting or advisory services to any other company or business (unless on behalf of the Company); or acting as a board member or officer of any entity.

5. RETURN OF COMPANY PROPERTY. Immediately upon termination of my employment or upon Company's request at any other time, I will deliver to Company all of Company's property, equipment, credit cards, phone cards, computers, mobile phones, personal digital assistants, building cards, keys and documents (hard-copy or electronic copies), together with all copies thereof, and any other material containing or disclosing any Inventions, Third Party Information or Confidential Information of Company and certify in writing that I have fully complied with the foregoing obligation. I agree that I will not copy, delete, or alter any information contained upon my Company computer before I return it to Company. I further agree that any property situated on Company's premises and owned by Company is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with Company in attending an exit interview and completing and signing Company's termination statement and related documents. I agree and acknowledge that, upon termination of my employment, any access by me of any computer, mobile phone or personal digital assistant of Company constitutes access without authorization and exceeds authorization by Company.

6. NOTIFICATION OF NEW EMPLOYER. If I leave the employ of Company, I hereby consent to and authorize the notification of my new employer of my rights and obligations under this Agreement, by Company's providing a copy of this Agreement or otherwise.

7. GENERAL PROVISIONS.

7.1 Governing Law and Venue. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different state. I hereby expressly consent to the personal jurisdiction and venue in the state and federal courts for the county in which Company's principal place of business is located for any lawsuit filed there against me by Company arising from or related to this Agreement.

7.2 Severability. If any provision of this Agreement is, for any reason, held to be invalid or

unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

7.3 Survival. This Agreement shall survive the termination of my employment and the assignment of this Agreement by Company to any successor-in-interest or other assignee and be binding upon my heirs and legal representatives.

7.4 Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by Company, nor shall it interfere in any way with my right or Company's right to terminate my employment at any time, with or without cause and with or without advance notice.

7.5 Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the signature page, by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

7.6 Injunctive Relief. I acknowledge that, because my services are personal and unique and because I will have access to the Confidential Information of Company, any breach of this Agreement by me would cause irreparable injury to Company for which monetary damages would not be an adequate remedy and, therefore, will entitle Company to injunctive relief (including specific performance). The rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.

7.7 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

7.8 Export. I hereby acknowledge that Company's products, technology and related documentation under this Agreement may be restricted subject to the U.S. Export Administration Regulations (the "EAR"). I agree that I will not export or reexport the products, technology and related documentation to any destination requiring an export license or other approval under the EAR without first obtaining such export license or approval and Company's permission. I will not export or reexport the products, technology and related documentation, directly or indirectly, either to any end user who I know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. My obligations under this Section shall survive the expiration or termination of this Agreement. I understand and agree that to the extent my duties and responsibilities for Company require me to be exposed to or to work with Company technology that is restricted by the EAR or other government restrictions, my employment with Company is contingent upon satisfactory proof that I have the legal right to have access to this technology. This may require proof of U.S. citizenship, permanent residence status, or other approved immigration status and/or Company's ability to obtain an appropriate export license or other government approval. I further understand and agree that Company is not obligated to apply for any such government license or approval and cannot guarantee that the United States Government will provide such license or approval in the event Company applies for it.

7.9 Entire Agreement. The obligations pursuant to sections of this Agreement titled "Confidentiality" and "Inventions" shall apply to any time during which I was previously employed, or am in the future employed, by Company as an independent contractor if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior communications between us with respect to such matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by me and a duly authorized representative of Company. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

7.10 Compliance With Company's Policies. I understand that Company will provide me with full access to Company's policies and procedures during the time that I am employed with Company (the

"Company Policies"). I agree to access, read, and comply with the terms and conditions of the Company Policies, and with any modifications that are made thereto from time to time.

This Agreement shall be effective as of the first day of my employment with Company.

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY EMPLOYMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE COMPANY'S CONFIDENTIAL AND PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY EMPLOYMENT.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS AND CONDITIONS, HAVING BEEN GIVEN THE TIME AND OPPORTUNITY TO OBTAIN MY OWN LEGAL COUNSEL TO REVIEW AND ADVISE ME ON THIS DOCUMENT. I HAVE COMPLETELY FILLED OUT EXHIBITS A AND B TO THIS AGREEMENT.

Jan 25, 2023

Date

DHRUVIL DARJI

DHRUVIL DARJI (Jan 25, 2023 18:23 PST)

Signature

DHRUVIL DARJI

Print Name

Address

EXHIBIT A

INVENTIONS

1. Prior Inventions Disclosure. Below is a complete list of my Prior Inventions. *Prior Inventions are Inventions that I have, or I have caused to be, alone or jointly with others, conceived, developed, or reduced to practice in which I have an ownership interest or which I have a license to use. Any patents or other Inventions for which I do not have ownership rights (e.g. patents invented for and assigned to a prior employer or university) are not Prior Inventions and should not be included below.*

If identifying a patent or patent application please identify the number and title. If identifying another form of invention, please provide general detail describing the invention (e.g. MI a software program for matrix inversion).

☒ None

☐ The following:

2. Limited Exclusion Notification.

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any Invention that you develop entirely on your own time without using Company's equipment, supplies, facilities or trade secret information, except for those Inventions that either:

a. Relate at the time of conception or reduction to practice to Company's business, or actual or demonstrably anticipated research or development; or

b. Result from any work performed by you for Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an Invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or Invention covered by a contract between Company and the United States or any of its agencies requiring full title to such patent or Invention to be in the United States.

EXHIBIT B

OUTSIDE ACTIVITIES

Outside Activities Disclosure. Below is a complete list of all Outside Activities that I seek approval to participate in during my employment with NVIDIA. **I acknowledge that this disclosure represents a request only, and that if Approval is required (as described in the attached Agreement) and granted, such Approval will be provided in a separate Conflict of Interest Acknowledgment that I will receive.**

Examples of Outside Activities include, but are not limited to: engaging in self-employment; providing consulting or advisory services to any other company or business (unless on behalf of Group Company); acting as a board member or officer of any entity; co-employment or research with a university.

☒

None

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The following (do not include any activities which will be completed prior to your start date with NVIDIA):

Company Name (if applicable)	Company's Business Area(s) (if applicable - what does the company do)	Detailed Description of My Position/Role/Activity (including whether paid and anticipated time commitment)

Attach additional sheets as necessary.