



CONFIDENTIALITY AND INVENTIONS ASSIGNMENT AGREEMENT

This Confidentiality and Inventions Assignment Agreement ("**Agreement**") is entered into between Hawaiian Electric Company, Inc., Maui Electric Company, Limited, and Hawai'i Electric Light Company, Inc., and their subsidiaries and affiliated companies (collectively, the "**Company**"), and the individual identified in the signature block below ("**me**", "**I**" or "**Employee**", however so used). In consideration of the Company hiring me as an employee, and other good and valuable consideration, the sufficiency and receipt of which I hereby acknowledge, I agree as follows:

1. Introduction. I understand and acknowledge the innovative and competitive nature of the industry in which the Company operates, and that during the course of my employment with the Company, I may have access to and learn about Confidential Information (as defined in Section 5 below). I further acknowledge that the agreements and covenants contained in this Agreement are reasonable and necessary to protect the Company's business, goodwill, and Confidential Information.

2. Ownership. As used in this Agreement, "**Invention**" means any invention, discovery, design, development, process, improvement, copyrightable material, and trade secret discovered or created by me in connection with my duties at the Company, whether discovered or created alone or in conjunction with others. To the extent any Invention is subject to copyright, I agree that it is done as a "work for hire" as that term is defined under U.S. copyright law, and that as a result, Company shall own all copyrights therein. To the extent any Invention does not qualify as a work for hire under applicable law, and to the extent any Invention is subject to copyright, patent, trade secret, or other proprietary right protection, I hereby assign, and agree to assign, all rights therein to the Company. I will make prompt and full disclosure to the Company, and will hold in trust for the Company's sole benefit, any Invention. This Agreement shall not apply to an Invention for which no equipment, supplies, facility or trade secret information of the Company were used and which was developed entirely on my own time, unless (a) it relates directly to the business of the Company or to the Company's actual or demonstrably anticipated research or development of the Company; or (2) it results from any work performed by me for the Company.

3. Pre-existing Work. If, in the course of my employment at the Company, I use, provide, or incorporate into any program, process, or service of the Company, any intellectual property owned by me or in which I have an interest, I thereby grant the Company, under all of my intellectual property and proprietary rights, the following worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up rights: (a) to make, use, copy, modify, and create derivative works of such intellectual property, (b) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of such intellectual property (and derivative works thereof), and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.

4. Further Undertakings. I agree to execute and deliver such documents and take such other action as may be required or requested by the Company to carry out by this Agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, the Company is unable to secure my signature to apply for or to pursue any patents, copyrights or other protection for any Invention assigned to the Company as stated above, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for me and in my behalf and stead to file any applications and to do all other lawfully permitted acts to further the prosecution and issuance of any such patents, copyrights, or other protections with the same legal force and effect as if executed by me.

5. Confidentiality. As used in this Agreement, "**Confidential Information**" means all information previously or

subsequently disclosed to me or observed by me that relates to the Company that is identified as being proprietary and/or confidential, or that, by the nature of the circumstances surrounding the disclosure or my observation, reasonably should to be treated as proprietary and confidential. Company Confidential Information includes, without limitation, (a) the whole or any portion of any scientific, technical, or commercial information for use in the operation of the Company's business, and any other form of information that is protectable as a trade secret pursuant to Hawaii's Uniform Trade Secrets Act, Hawaii Revised Statutes § 482B, (b) ideas relating to the business, or anticipated business of the Company, and (c) records, files, plans, documents, contracts, analyses, compilations, studies, notes, handwritten materials, papers, notebooks, diagrams, reports, research and development projects, business, professional, technical and engineering developments, technical and proprietary information, strategies, existing or proposed bids, costs, business plans, business models, financial or business projections, forecasts, marketing plans, investments and proposed investments, negotiation strategies, operations and results, customer and vendor information, contractual arrangements, information about the Company's systems, technology, products and services, and employee medical and other records, policies and procedures relating to the business of the Company. Without the prior written consent of the Company, I promise, covenant and agree not to disclose or use for non-Company purposes (for me or any third party) any Confidential Information either (i) while employed by the Company, or (ii) following termination of my employment with the Company. I acknowledge and agree that all Confidential Information and any Invention developed or created during the course of performing work for the Company will remain the sole and exclusive property of the Company. Upon termination of my employment with the Company (regardless of the reason for termination), or sooner if requested by the Company, I will promptly return to the Company, all Confidential Information.

6. Miscellaneous. Unless agreed to in writing in a separate agreement, I am an at-will employee and may be terminated by the Company at any time without cause. This Agreement shall be construed and controlled by the laws of the State of Hawaii without regard to its conflict of laws principles. I hereby consent to exclusive jurisdiction and venue in the state or federal courts sitting in Honolulu, Hawaii, and hereby waive any objections to jurisdiction and venue in such courts, including any objections based on forum non conveniens. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including expert witness fees. IN ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COMPANY AND EMPLOYEE TO ENTER INTO THIS AGREEMENT. This Agreement sets forth the entire, integrated understanding and agreement of the parties with respect to intellectual property and confidentiality obligations and

supersedes all prior or contemporaneous agreements or understandings, written or oral, between the Company and me. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall not be affected, and this Agreement shall continue in full force and effect. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall constitute one agreement. I acknowledge that a signed copy of this Agreement provided to the Company by facsimile or scanned and sent via email shall and does have the same binding force and effect as

that of the original signed document and is thus equally valid and enforceable. I represent and warrant: (i) that I have the capacity and authority to sign, enter into and be bound by the terms and conditions of this Agreement; (ii) that this Agreement shall be binding upon me, my spouse, children, personal representative(s), and anyone else who might otherwise have the ability to make a claim or file a lawsuit on my behalf or my estate; and (iii) that I have read and fully understand the terms and conditions of this Agreement, and that I had the right to consult with legal counsel before signing this Agreement.

Employee Name (Print): _____

Signature: _____

Employee Number: _____

Date Signed: _____