



EMPLOYEE AGREEMENT

This Employee Agreement (“Agreement”) is made between ABBVIE INC., a Delaware corporation, on behalf of itself and its Subsidiaries (as defined below) (collectively, “ABBVIE”), and the undersigned employee (“EMPLOYEE”), who agree as follows:

EMPLOYEE acknowledges that ABBVIE has the right to protect its goodwill and interest in Confidential Information (as defined below) and obtain the benefit of certain Inventions (as defined below) developed by its employees and agents. In addition, EMPLOYEE acknowledges that EMPLOYEE had the opportunity to consult with an attorney before signing the Agreement.

EMPLOYEE also acknowledges that he/she will learn and have access to ABBVIE’s Confidential Information and Inventions in exchange for signing this Agreement and that his/her promises in this Agreement are an important way for ABBVIE to protect its Confidential Information, Inventions and proprietary interests.

Thus, in consideration of the execution of this Agreement, the mutual agreements contained in this Agreement, ABBVIE’s employment of EMPLOYEE, EMPLOYEE’s access to ABBVIE’s Confidential Information and Inventions, and the training that EMPLOYEE shall receive from ABBVIE, the parties agree as follows:

1. EMPLOYEE is engaged by ABBVIE in a position of trust and confidence in which EMPLOYEE will receive, use, observe, obtain, or otherwise come into contact with or have access to Confidential Information and Inventions, and may invent, discover, initiate or otherwise contribute to Confidential Information and Inventions as an integral part of EMPLOYEE’s employment.
2. As used in this Agreement, the following terms have the meanings specified:
 - (a) “ABBVIE Customer” means any person, corporation or any other commercial organization or entity that purchases or uses ABBVIE products or services that EMPLOYEE calls upon, deals with, or about whom EMPLOYEE otherwise has access to or knowledge or possession of Confidential Information. “ABBVIE Potential Customer” means any person, corporation or any other commercial organization or entity that is not an ABBVIE Customer but that EMPLOYEE knows or has notice that ABBVIE is contacting or planning to contact during the coming year or about whom EMPLOYEE otherwise has access to or knowledge or possession of Confidential Information during the last two years of EMPLOYEE’s employment regarding the use of ABBVIE products or services.
 - (b) “Competing Products” means any product, process, strategy, program, function, or service that has the same or similar purpose or use as a product, process, strategy, program, function or service researched, discovered, developed, manufactured, imported, marketed, sold, offered for sale or used (internally or externally) by ABBVIE, which is related in any way to EMPLOYEE’s employment with ABBVIE.
 - (c) “Confidential Information” means all information disclosed to, learned by, or known by EMPLOYEE as a consequence of or through his/her employment by ABBVIE, about ABBVIE’s strategies, plans, products, methods, processes, or services, including, without limitation, information relating to techniques, shop practices, formulae, organisms, parts of organisms, compounds, compositions, testing apparatus, software, research data, clinical data, pharmacological data, customer/patient lists and data and files, pricing and sales information, equipment, devices, prototypes and models, any other information relating to research, development, discoveries, inventions, improvements, innovations, manufacture, purchasing, accounting, engineering, marketing, merchandising, and selling, and all other know-how, trade secrets and proprietary information that are in ABBVIE’s possession and that have not been published or disclosed to the general public. Confidential Information also includes information ABBVIE received under an obligation of confidentiality to any third party and Inventions that have not been disclosed to the public. Confidential Information also means personnel data to the extent such personnel data is disclosed to, learned by or known by EMPLOYEE so as to carry out his/her employment duties relating to personnel data at ABBVIE and financial data to the extent such financial data is disclosed to, learned by or known by EMPLOYEE so as to carry out his/her employment duties relating to financial data at ABBVIE.



- (d) "Inventions" means inventions, discoveries, concepts, ideas, and original works of authorship, whether or not patentable or copyrightable, including, but not limited to, compounds, compositions of matter, machines, articles of manufacture, processes, methods, formulae, software, techniques, strains and cultures, cell parts and organisms, as well as improvements thereof or know-how related thereto.
- (e) "Subsidiary" means a corporation or any other commercial organization or entity (including, without limitation, Allergan plc and its subsidiaries), and any branch or office of any of the foregoing, thirty percent (30%) or more of the assets or voting securities of which ABBVIE owns or controls, directly or indirectly.

3. All identification badges, access cards or keys, automobiles, computers or other equipment, memoranda, notes, records, reports, photographs, drawings, plans, papers, computer software, compounds and other documents, products and materials made or compiled by or made available to EMPLOYEE during the course of employment with ABBVIE, and any copies, summaries or abstracts thereof, whether in electronic, paper or other form and whether or not they contain or relate to Confidential Information or Inventions, are and shall be the property of ABBVIE and shall be delivered to ABBVIE by EMPLOYEE prior to termination of employment with ABBVIE.

4. All Inventions, trademarks, trade dress, and Internet domain names, whether or not patentable, copyrightable, or registerable (including all data and records pertaining thereto) which EMPLOYEE may invent, discover, originate, make, create, author, develop, conceive, or reduce to practice during the term of employment with ABBVIE or which may arise out of or result from Confidential Information obtained, provided or otherwise acquired, either directly or indirectly, by EMPLOYEE in connection with EMPLOYEE's employment with ABBVIE shall be and hereby are the sole and exclusive property of ABBVIE. EMPLOYEE shall promptly and fully disclose each and all such Inventions, trademarks, trade dress, and Internet domain names to ABBVIE.

5. EMPLOYEE shall and hereby does assign and transfer to ABBVIE, or to any person designated to EMPLOYEE by ABBVIE, without additional compensation, EMPLOYEE's entire right, title, and interest to all of the Inventions, trademarks, trade dress, and Internet domain names described in Paragraph 4 and any related U.S. or foreign counterparts, including all patents, patent applications, priority rights, copyrights and registrations thereon or related thereto. EMPLOYEE shall execute any additional instruments ABBVIE considers necessary to convey, confirm or perfect ABBVIE's ownership thereof, and shall assist ABBVIE in obtaining, defending and enforcing its rights therein. ABBVIE shall bear all expenses it authorizes to be incurred in connection with such activity and shall pay EMPLOYEE reasonable compensation for any time EMPLOYEE spent performing such duties at ABBVIE's request after EMPLOYEE's termination of employment. In addition, EMPLOYEE shall maintain in confidence any Confidential Information, including documents and communications, disclosed to EMPLOYEE after his/her termination of employment.

(a) IF EMPLOYEE IS HIRED BY ABBVIE TO PRIMARILY PERFORM SERVICES IN CALIFORNIA, THEN THIS PARAGRAPH 5 DOES NOT APPLY TO ANY INVENTION THAT QUALIFIES FULLY UNDER THE PROVISIONS OF SECTION 2870 OF THE LABOR CODE OF THE STATE OF CALIFORNIA, A COPY OF WHICH IS ATTACHED TO THIS AGREEMENT EXHIBIT 1. IF EMPLOYEE IS HIRED BY ABBVIE TO PRIMARILY PERFORM SERVICES IN THE STATE OF ILLINOIS, THEN THIS PARAGRAPH 5 DOES NOT APPLY TO ANY INVENTION THAT QUALIFIES FULLY UNDER THE PROVISIONS OF SECTION 2, ACT 1060 OF CHAPTER 765 OF THE ILLINOIS COMPILED STATUTES, A COPY OF WHICH IS ATTACHED TO THIS AGREEMENT AS EXHIBIT 2. IF EMPLOYEE IS HIRED BY ABBVIE TO PRIMARILY PERFORM SERVICES IN THE STATE OF NEW JERSEY, THEN THIS PARAGRAPH 5 DOES NOT APPLY TO ANY INVENTION THAT QUALIFIES FULLY UNDER THE PROVISIONS OF SECTION 34:1B-265 OF THE NEW JERSEY STATUTES ANNOTATED, A COPY OF WHICH IS ATTACHED TO THIS AGREEMENT AS EXHIBIT 3. EMPLOYEE understands that nothing in this Agreement is intended to expand the scope of protection provided to EMPLOYEE by the code sections attached as Exhibits 1-3. Further, if EMPLOYEE is hired by ABBVIE to primarily perform services in a state other than California, Illinois, or New Jersey, to the extent that state has any law similar to that set forth in Exhibits 1-3, the applicable state law restrictions shall apply to this Agreement.

(b) To the extent that any of the Inventions constitute copyrightable subject matter, ABBVIE and EMPLOYEE desire such subject matter to be deemed a "work made for hire" as defined in the U.S. Copyright Act (17



U.S.C. § 101) authored and owned by ABBVIE to the maximum extent permitted by law. To the extent that any such Invention is not so considered a “work made for hire” under applicable law or copyrightable subject matter, then such Invention will be deemed, upon invention, to be assigned to ABBVIE, or any person designated by ABBVIE, automatically without further compensation or action by either EMPLOYEE or ABBVIE, and EMPLOYEE hereby confirms that EMPLOYEE has assigned such Invention to ABBVIE or any person designated by ABBVIE.

(c) All Inventions, if any, that I made, created, authored, developed, or conceived and reduced to practice, either alone or jointly with others, prior to my employment by ABBVIE (collectively, “Prior Creations”) are excluded from the scope of this Agreement. Set forth on Schedule A attached hereto and made a part hereof is a complete list of all such Prior Creations that are owned by EMPLOYEE, either alone or jointly with others. EMPLOYEE represents and covenants that such list is complete, and EMPLOYEE understands that by not listing any such thing EMPLOYEE is acknowledging that such creation was not made, created, authored, developed, or conceived and reduced to practice before commencement of EMPLOYEE’s employment with ABBVIE. EMPLOYEE agrees to notify ABBVIE in writing before EMPLOYEE makes any disclosure to, or performs any work on behalf of, ABBVIE that appears to conflict with proprietary rights EMPLOYEE claims in any Prior Creation. If EMPLOYEE fails to give such notice, EMPLOYEE agrees that EMPLOYEE will make no claim against ABBVIE with respect to any such Prior Creation.

6. Paragraphs 4 and 5 shall not apply to an Invention for which no ABBVIE equipment, supplies, facility, or Confidential Information was used and which was developed entirely on EMPLOYEE’s own time, unless the Invention (a) relates (i) to the business of ABBVIE or (ii) to ABBVIE’s actual or demonstrably anticipated research or development, (b) results from any work EMPLOYEE performed for ABBVIE, or (c) is derived from Confidential Information.

7. EMPLOYEE understands that ABBVIE hired EMPLOYEE because of his/her general skills and abilities and not because of EMPLOYEE’s possession, if any, of any former employer’s, customer’s, or other third party’s confidential or proprietary information. ABBVIE policies prohibit EMPLOYEE from sharing or using such confidential or proprietary information. EMPLOYEE certifies that he/she returned and/or destroyed, as appropriate, all property, data, and documents, whether in electronic, paper, or other form, of any former employer, customer, or other third party. EMPLOYEE shall not disclose or use, directly or indirectly, in furtherance of EMPLOYEE’s employment with ABBVIE, any confidential or proprietary information, whether in electronic, paper, or other form, that EMPLOYEE obtained or learned about through EMPLOYEE’s employment with any previous employer(s), or consulting or contract work. EMPLOYEE will comply with and abide by any confidentiality obligations that he/she has at the time ABBVIE hired EMPLOYEE.

8. EMPLOYEE shall use all best efforts to protect the secrecy and confidentiality of Confidential Information and Inventions. EMPLOYEE shall not, during the term of employment with ABBVIE or thereafter, use or disclose, or assist in the disclosure to others, directly or indirectly, any Confidential Information or Invention, except as required and authorized in the scope of EMPLOYEE’s job responsibilities and in the furtherance of ABBVIE’s business. EMPLOYEE acknowledges that the relationship of EMPLOYEE to ABBVIE with respect to Confidential Information and Inventions shall be fiduciary in nature. However, and in accordance with 18 U.S.C. § 1833(b), nothing in this Agreement, including the duties, obligations and restrictions identified in this Paragraph, shall prevent EMPLOYEE from disclosing information, including Confidential Information, in confidence, to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of the law; nor shall this Agreement, including the duties, obligations and restrictions identified in this Paragraph, prevent EMPLOYEE from disclosing Confidential Information in a complaint or other document that is filed under seal and protected from public disclosure in a lawsuit. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b). In addition, nothing in this Agreement limits EMPLOYEE’s rights or ability to make truthful statements or disclosures regarding what EMPLOYEE in good faith alleges to be unlawful employment practices or criminal conduct by ABBVIE to any federal, state or local government agency.



9. EMPLOYEE shall not, during the term of employment with ABBVIE and for a period of one year after termination of employment, engage, directly or indirectly, in any activity or employment, for the benefit of EMPLOYEE or others, in a manner that contributes to any research, discovery, development, manufacture, importation, marketing, promotion, sale or use of one or more Competing Products (“Competitive Business”) in any territories in which EMPLOYEE worked or had any responsibility for ABBVIE’s conduct of business therein.

10. EMPLOYEE shall not, during the term of employment with ABBVIE and for a period of one year after termination of employment, engage, directly or indirectly, for the benefit of EMPLOYEE or others, in any activity or employment in the performance of which will require or call upon EMPLOYEE to use or disclose any Confidential Information or Invention obtained, provided or otherwise acquired, directly or indirectly, during the term of employment with ABBVIE notwithstanding any undertaking by EMPLOYEE to the contrary. This paragraph shall not be construed to limit in any way EMPLOYEE’s obligation not to use or disclose Confidential Information and Inventions as set forth in Paragraph 8 above.

11. EMPLOYEE shall not, directly or indirectly, during the term of employment with ABBVIE and for a period of one year after termination of employment, solicit, promote or market any Competing Products to any ABBVIE Customer or ABBVIE Potential Customer.

12. EMPLOYEE shall not, during the term of employment with ABBVIE and for a period of two years after termination of employment, directly or indirectly, for the benefit of EMPLOYEE or others, solicit or assist in soliciting to work as an employee, independent contractor, partner, or otherwise, any employee of ABBVIE about whom EMPLOYEE acquired knowledge through EMPLOYEE’s employment with ABBVIE.

13. This Agreement shall not be construed to limit in any way any “shop right,” “fiduciary duty” or other common law or statutory or contractual rights of ABBVIE in or to any Confidential Information or Invention which ABBVIE has or may have by virtue of EMPLOYEE’s employment.

14. In the event of EMPLOYEE’s breach or a threatened breach of paragraphs 4, 5, 8, 9, 10, 11 or 12 of this Agreement, EMPLOYEE acknowledges that ABBVIE will face irreparable injury which may be difficult to quantify monetarily and that ABBVIE shall be entitled, in addition to remedies otherwise available at law or in equity, to temporary restraining orders, preliminary injunctions and/or final injunctions enjoining such breach or threatened breach. In the event that ABBVIE shall successfully enforce any part of this Agreement through legal proceedings, EMPLOYEE shall pay ABBVIE all costs and attorneys’ fees reasonably incurred by ABBVIE in conjunction therewith.

15. EMPLOYEE is employed at will, meaning either ABBVIE or EMPLOYEE may terminate the employment relationship at any time, with or without notice, and for any reason or no reason at all. Nothing in any ABBVIE policy supersedes at-will employment.

16. For a period of two years after termination of employment with ABBVIE, EMPLOYEE shall communicate EMPLOYEE’s obligations under this Agreement to each subsequent employer(s) and entity/individual(s) to whom EMPLOYEE provides any contracting or consulting services (“Future Employer”), including providing to each Future Employer a copy of this Agreement, and shall advise ABBVIE of the name and address of any Future Employer. ABBVIE shall have the right to advise any Future Employer of EMPLOYEE’s obligations hereunder.

17. If EMPLOYEE is hired to primarily perform services for the Company in Alabama, California, Colorado, Florida, Georgia, Louisiana, Maine, Maryland, Massachusetts, Montana, Nevada, New Hampshire, North Dakota, Oklahoma, Oregon, Puerto Rico, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin, certain provisions in this Agreement are expressly modified, set forth in Exhibit 4, attached hereto.

18. If any provision or provisions (or portions thereof) of this Agreement are held to be unenforceable by any court, such provision or provisions (or portions thereof) will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and be enforceable. This Agreement shall inure to the benefit of, be binding upon and be enforceable by ABBVIE, and its successors and assigns and EMPLOYEE and EMPLOYEE’s heirs, executors, and administrators.



19. Except to the extent a federal statute applies, this Agreement in all respects will be governed, enforced, interpreted and applied under the laws of the State of Illinois. Any action that EMPLOYEE may initiate arising out of or relating either to this Agreement or any other dispute between EMPLOYEE and ABBVIE concerning the subject matter hereof shall be brought in state court located in Lake County, Illinois, or, if federal jurisdiction exists, the United States District Court for the Northern District of Illinois, Eastern Division (“Venue”), to the full extent permitted by law. EMPLOYEE irrevocably submits to the jurisdiction of the courts in the Venue and waives any objection to personal jurisdiction or Venue in these courts, including, but not limited to, the defense of an inconvenient forum to the maintenance of any related claim, and EMPLOYEE and ABBVIE agree not to commence litigation of any related claim in any other Venue. As set forth in Exhibit 4, this Paragraph 19 does not apply to employees currently employed in California, Massachusetts, or Washington.

20. EMPLOYEE acknowledges receipt of and shall comply with the ABBVIE Code of Business Conduct.

20. ABBVIE’s failure or refusal either to insist upon the strict performance of any provision of this Agreement or to exercise any right in any one or more instances or circumstances shall not be construed as a waiver or relinquishment of such provision or right, nor shall such failure or refusal be deemed a custom or practice contrary to such provision or right of this Agreement.

21. Except as expressly provided in an agreement with respect to specific benefits, this Agreement is the sole, entire, and complete agreement of the parties relating to the subject matter hereof, replaces and supersedes all prior versions and representations, and shall apply, notwithstanding that such employment may include significant changes in responsibilities, location, and other terms and conditions, including the nature or scope of Confidential Information or Inventions to which EMPLOYEE has access. The obligations under this Agreement shall survive termination of employment.

22. No statements, promises, or representations have been made by any party to the other, or relied upon, other than as expressly provided in this Agreement with respect to the subject matter of the Agreement. This Agreement (and any provision thereof) may not be modified, changed, clarified or interpreted by the parties, except in a writing specifying the modification, change, clarification or interpretation, and signed by an ABBVIE Corporate Officer and EMPLOYEE.

EMPLOYEE Printed Name

EMPLOYEE Signature

EMPLOYEE Address

EMPLOYEE UPI

EMPLOYEE City, State, Zip

Date

EMPLOYEE Personal Email (Optional)

ABBVIE INC. Signature, Printed Name & Date

SCHEDULE A

EMPLOYEE'S DISCLOSURE OF PRIOR CREATIONS

The following information is provided in accordance with Paragraph 5(c) of ABBVIE's Employee Agreement (the "Agreement") executed by EMPLOYEE.

_____ EMPLOYEE has made no Inventions, discoveries, or improvements prior to EMPLOYEE's employment with ABBVIE that are owned by EMPLOYEE, either alone or jointly with others.

OR

_____ The following is a complete and current list of all Inventions, discoveries, and improvements that EMPLOYEE has made, created, authored, developed, or conceived and reduced to practice prior to my employment with ABBVIE, that are owned by EMPLOYEE, alone or jointly with others, which EMPLOYEE desires to remove from inclusion within the Agreement. (Check here _____ if continued on additional attached sheets.)

EXHIBIT 1

Consistent with California's intellectual property assignment statute, below please find a copy of California Labor Code Sections 2870-2872 Revised Statutes, Section 34:1B-265. ABBVIE reserves its right to seek enforcement of any provision of the Agreement based upon subsequent changes in California law.

**CALIFORNIA LABOR CODE
SECTIONS 2870-2872**

EMPLOYMENT AGREEMENTS; ASSIGNMENT OF RIGHTS

2870. (a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

1. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
2. Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

2871. No employer shall require a provision made void and unenforceable by Section 2870 as a condition of employment or continued employment. Nothing in this article shall be construed to forbid or restrict the right of an employer to provide in contracts of employment for disclosure, provided that any such disclosures be received in confidence, of all of the employee's inventions made solely or jointly with others during the term of his or her employment, a review process by the employer to determine such issues as may arise, and for full title to certain patents and inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies.

2872. If an employment agreement entered into after January 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

EXHIBIT 2

Consistent with Illinois' intellectual property assignment statute, below please find a copy of Illinois Compiled Statutes, Chapter 765, Act 1060, Section 2. ABBVIE reserves its right to seek enforcement of any provision of the Agreement based upon subsequent changes in Illinois law.

**ILLINOIS COMPILED STATUTES
CHAPTER 765, ACT 1060, SECTION 2**

§ 2. Employee rights to inventions—conditions.

(1) A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this State and is to that extent void and unenforceable. The employee shall bear the burden of proof in establishing that his [or her] invention qualifies under this subsection.

(2) An employer shall not require a provision made void and unenforceable by subsection (1) of this Section as a condition of employment or continuing employment. This Act shall not preempt existing common law applicable to any shop rights of employers with respect to employees who have not signed an employment agreement.

(3) If an employment agreement entered into after January 1, 1984, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

EXHIBIT 3

Consistent with New Jersey's intellectual property assignment statute, below please find a copy of New Jersey's Revised Statutes, Section 34:1B-265. ABBVIE reserves its right to seek enforcement of any provision of the Agreement based upon subsequent changes in New Jersey law.

NEW JERSEY STATUTES ANNOTATED

SECTION 34:1B-265

a. (1) Any provision in an employment contract between an employee and employer, which provides that the employee shall assign or offer to assign any of the employee's rights to an invention to that employer, shall not apply to an invention that the employee develops entirely on the employee's own time, and without using the employer's equipment, supplies, facilities or information, including any trade secret information, except for those inventions that:

- (a) relate to the employer's business or actual or demonstrably anticipated research or development; or
- (b) result from any work performed by the employee on behalf of the employer.

(2) To the extent any provision in an employment contract applies, or intends to apply, to an employee invention subject to this subsection, the provision shall be deemed against the public policy of this State and shall be unenforceable.

b. No employer shall require a provision made void and unenforceable by this act as a condition of employment or continued employment. Nothing in this act shall be construed to forbid or restrict the right of an employer to provide in contracts of employment for:

- (1) disclosure, provided that any disclosure shall be received in confidence, of all of an employee's inventions made solely or jointly with others during the term of the employee's employment;
- (2) a review process by the employer to determine any issues that may arise; and
- (3) full title to certain patents and inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies.

c. Nothing in this act shall be deemed to impede or otherwise diminish the rights of alienation of inventors or patent-owners.

EXHIBIT 4

Limited Application of Restrictive Covenants to Employees in Certain States and as to Licensed Attorneys

The state-specific provisions below apply only to EMPLOYEES who have been hired to primarily perform services for ABBVIE in the state(s) listed below. If you relocate to another state, then Illinois law governs and ABBVIE reserves all rights to enforce the entire Agreement to the fullest extent permitted under Illinois law, notwithstanding any limitations expressed below.

Alabama. If you are hired to primarily perform services for ABBVIE in Alabama, (i) the geographic restriction in Paragraph 9 will be the areas in which you worked while employed by ABBVIE; and (ii) Paragraph 11 will prohibit you from engaging in the conduct described in only the areas in which you worked while employed by ABBVIE;

California. If you are hired to primarily perform services for ABBVIE in California, Paragraph 10 does not apply to you and Paragraphs 9 through 11 do not apply to you after your last day of employment with ABBVIE. For as long as you are a California-based employee, Paragraphs 9, 10, 11 and 12 of this Agreement only apply to you to the extent you use Confidential Information, as the term “Confidential Information” is defined in the Agreement, to perform any of the activities identified and/or described in Paragraphs 9, 10, 11 and 12 of the Agreement. In addition, Paragraph 19 of the Agreement is modified so that California law will govern any dispute between you and ABBVIE that arises out of or relates either to this Agreement or any other dispute between you and ABBVIE, and you and ABBVIE agree that the State Courts of California, or the United States District Courts for California (if diversity exists), shall have jurisdiction over the dispute. If, however, you relocate to another state, then Paragraph 19 of the Agreement, in its original form and as stated in the Agreement, will govern any dispute that arises out of or relates either to this Agreement or any other dispute between you and ABBVIE.

Colorado. If you are hired to primarily perform services for ABBVIE in Colorado, and as of or immediately after the Effective Date you are not employed by ABBVIE as an executive, manager, or on the professional staff of an executive or manager, then Paragraphs 9, 10, and 11 apply only to the extent necessary to protect ABBVIE’s or its Subsidiaries’ trade secrets.

Florida. If you are hired to primarily perform services for ABBVIE in Florida, then after the last day of your employment with ABBVIE the restriction in Paragraphs 2(c), 8 and 10 of this Agreement will not exceed five (5) years following the last day of your employment with ABBVIE if the Confidential Information is *not* a trade secret, but if the Confidential Information *is* a trade secret, the restriction will not expire until the Confidential Information loses its status as a trade secret.

Georgia. If you are hired to primarily perform services for ABBVIE in Georgia, then after the last day of your employment with ABBVIE: (i) the restriction in Paragraphs 2(c), 8 and 10 of this Agreement will not exceed five (5) years following the last day of your employment with ABBVIE if the Confidential Information is *not* a trade secret, but if the Confidential Information *is* a trade secret, the restriction will not expire until the Confidential Information loses its status as a trade secret; (ii) the geographic restriction in Paragraph 9 will be the areas in which you worked while employed by ABBVIE; (iii) Paragraph 11 will prohibit you from engaging in the conduct described in only the areas in which you worked while employed by ABBVIE; and (iv) Paragraph 12 will prohibit you from engaging in the conduct described only on behalf of a Competitive Business and in only the areas in which you worked while employed by ABBVIE.

Louisiana. If you are hired to primarily perform services for ABBVIE in Louisiana, then: (i) the geographic restriction in Paragraph 9 is defined as all 64 parishes in Louisiana and every county in every state of the United States in which you worked for ABBVIE, and (ii) Paragraph 11 will have a geographic restriction of each parish



in Louisiana or county in any state in the United States where you worked for ABBVIE.

Maine. If you are hired to primarily perform services for ABBVIE in Maine, Paragraph 9 shall not apply to you unless you earn more than 400% of the federal poverty level as reported by the Office of Management and Budget and revised annually in accordance with the Omnibus Budget Reconciliation Act of 1981, Section 673(2). Additionally, Paragraph 9 shall not apply to you until the later of: (i) one year after beginning your employment with ABBVIE; or (ii) six months after the date on which you sign this Agreement.

Maryland. If you are hired to primarily perform services for ABBVIE in Maryland, or are currently working in Maryland, Paragraphs 9, 11, and 12 will not apply to you if you earn equal to or less than \$15,000 an hour or \$31,200 a year.

Massachusetts. If you are hired to primarily perform services for ABBVIE in Massachusetts, Paragraph 9 becomes effective 10 days after it is signed by you. However, Paragraph 9 will not apply to you after your employment with ABBVIE ends unless ABBVIE pays you, on a pro rata basis, at least 50% of your highest annualized base salary within the 2 years preceding your termination for the duration of the Restricted Period. For purposes of this Paragraph, "Restricted Period" means the period of time following your termination of employment with ABBVIE, up to a maximum of 12 months. Further, if you are hired to primarily perform services for ABBVIE in Massachusetts and you are employed by ABBVIE as a registered nurse, licensed practical nurse, licensed psychologist, licensed social worker, or physician, Paragraph 9 does not apply to you after your last day of employment with ABBVIE. Finally, if you are hired to primarily perform services in Massachusetts and you are a nonexempt-classified employee under the Fair Labor Standards Act, an undergraduate or graduate student in a short-term internship while enrolled in school, or have been laid off or fired without Cause, Paragraph 9 does not apply to you. For purposes of this Section, the term "Cause" shall mean termination of your employment by ABBVIE for any of the following reasons: (i) your engagement in an act of misconduct, including but not limited to, misappropriation of trade secrets, fraud, or embezzlement; (ii) your commitment of a crime involving dishonesty, breach of trust, or physical harm to any person; (iii) your breach of this Agreement; (iv) your refusal to implement or follow a lawful policy or directive of ABBVIE; (v) your unsatisfactory performance; (vi) your willful failure to perform your assigned job duties; or (vii) your violation of a Company policy or procedure, including violation of ABBVIE's policy concerning sexual harassment, discrimination, or retaliation. This does not, in any way, change or alter your at-will employment status with ABBVIE. In addition, Paragraph 19 of the Agreement is modified so that Massachusetts law will govern any dispute between you and ABBVIE that arises out of or relates either to this Agreement or any other dispute between you and ABBVIE, and you and ABBVIE agree that the State Courts of Massachusetts, or the United States District Courts for Massachusetts (if diversity exists), shall have jurisdiction over the dispute. ABBVIE reserves all rights to enforce the Agreement, including but not limited to Paragraphs 9 and 19, to the fullest extent permitted by law against Massachusetts-based employees who relocate to another state.

Montana. If you are hired to primarily perform services for ABBVIE in Montana, and you are terminated by ABBVIE without cause, Paragraph 9 may not apply to you after the termination of your employment, depending on the circumstances of your termination.

Nevada. If you are hired to primarily perform services for ABBVIE in Nevada, and you are terminated as the result of a reduction in force, reorganization or similar restructuring, Paragraph 9 and Paragraph 11 only apply to you after the termination of your employment during the period in which ABBVIE is paying your salary, benefits or equivalent compensation, including, but not limited to, as part of any severance pay. Further, Paragraph 9 and Paragraph 11 do not apply to a restricted ABBVIE Customer or ABBVIE Potential Customer that you did not solicit and that voluntarily chooses to seek services from you.

New Hampshire. If you are hired to primarily perform services for ABBVIE in New Hampshire, Paragraph 9 shall not apply to you if you earn less than or equal to 200% of the federal minimum wage.



North Dakota. If you are hired to primarily perform services for ABBVIE in North Dakota, Paragraph 9 and Paragraph 11 do not apply to you after your last day of employment with ABBVIE.

Oklahoma. If you are hired to primarily perform services for ABBVIE in Oklahoma, Paragraph 9 does not apply to you after your last day of employment with ABBVIE.

Oregon. If you are hired to primarily perform services for ABBVIE in Oregon, Paragraph 9 applies to you only if (i) you meet the requirements for exempt status as set forth in Or. Rev. Stat. 653.020(3) (“Exempt Employee”); and (ii) at the time of your termination, the total amount of your annual gross salary and commissions exceeds the median family income for a four-person family, as determined by the United States Census Bureau for the most recent year available (“Oregon Compensation Requirement”). If you are not an Exempt Employee or you do not meet the Oregon Compensation Requirement, Paragraph 9 applies to you only if ABBVIE pays you each month during the Noncompetition Period a gross sum, less applicable withholdings, equal to the greater of: (i) fifty percent (50%) of your monthly salary and commissions; or (ii) fifty percent (50%) of the monthly median four-person family income according to the United States Census Bureau.

Puerto Rico. If you are hired primarily to perform services for AbbVie in Puerto Rico, then Paragraph 15 will not apply to you to the extent that it conflicts with Puerto Rico Act No. 80, as amended.

Rhode Island. If you are hired primarily to perform services for ABBVIE in Rhode Island, then Paragraphs 4, 5, 8, 9, 10, 11, and 12 will not apply to you if you are a nonexempt-classified employee under the Fair Labor Standards Act, an undergraduate or graduate student in a short-term internship while enrolled in school, eighteen years of age or younger, or your average annual earnings, excluding hours paid at an overtime, Sunday, or holiday rate, are not more than two hundred fifty percent (250%) of the federal poverty level for individuals as established by the United States Department of Health and Human Services federal poverty guidelines.

South Dakota. If you are hired to primarily perform services for ABBVIE in South Dakota, then Paragraph 11 will have a geographic restriction of each county in any state in the United States where you worked for ABBVIE.

Virginia. If you are hired to primarily perform services for ABBVIE in Virginia, the restriction on solicitation of customers and the definitions of ABBVIE Customer and ABBVIE Potential Customer set forth in Paragraphs 2(a) and 11 of this Agreement is limited to any person and any employee, agent or representative that controlled, directed or influenced the purchasing decisions of any such person that is a customer of ABBVIE or of its Subsidiary as of the date of your termination from employment with ABBVIE: (i) to which you directly sold, negotiated the sales, or promoted services on behalf of ABBVIE or its Subsidiaries; (ii) to which you directly marketed or provided support on behalf of ABBVIE or its Subsidiaries; or (iii) about which you obtained Confidential Information.

Washington. If you are hired to primarily perform services for ABBVIE in Washington, Paragraph 9 shall apply to you only if you earn more than \$100,000 per year, adjusted annually for inflation according to RCW 49.62.040 (“Washington Compensation Requirement”). If you do not meet the Washington Compensation Requirement at the time of your hiring, and your compensation increases to satisfy the Washington Compensation Requirement at some later point in your employment, then Paragraph 9 shall apply to you at the time you satisfy the Washington Compensation Requirement and thereafter. If you are terminated as a result of a layoff, Paragraph 9 shall not apply to you unless you receive compensation equal to your base salary at the time of your separation for the duration of the period set forth in Paragraph 9, set off by any compensation that you earn through subsequent employment during the period set forth in Paragraph 9. In addition, Paragraph 19 of the Agreement is modified so that Washington law will govern any dispute between you and ABBVIE that arises out of or relates either to this Agreement or any other dispute between you and ABBVIE, and you and ABBVIE agree that the State Courts of Washington, or the United States District Courts for Washington (if diversity exists), shall have jurisdiction over the dispute. ABBVIE reserves all rights to enforce the Agreement, including but not limited to Paragraphs 9 and 19, to



the fullest extent permitted by law against Washington-based employees who relocate to another state.

Wisconsin. If you are hired to primarily perform services for ABBVIE in Wisconsin, (i) Paragraphs 8 and 10 shall apply only within the geographic area in which the unauthorized disclosure or use of such information would be competitively valuable to ABBVIE's competitors or to competitors of ABBVIE's Subsidiaries; (ii) Paragraphs 2(c), 8, and 10 shall not apply if: (a) such information becomes known to the general public through no fault of yours; (b) you already possessed such information when beginning employment with ABBVIE; or (c) you independently developed such information through a party other than ABBVIE or its customers; and (iii) the prohibition in Paragraphs 2(c), 8, and 10 on the disclosure and use of information of third parties: (x) shall apply for only the time period and in the geographic area specified in ABBVIE's (or ABBVIE's Subsidiaries') agreement with the third party, (y) in the event the agreement with the third party does not contain a geographic limit and the information obtained from the third party is not a trade secret, the prohibition shall apply only in the geographical areas in which the use of or disclosure of such information would be competitively damaging to the third party, ABBVIE, and/or ABBVIE's Subsidiaries; and in the event the agreement with the third party does not contain a time limitation, and the information obtained from the third party is not a trade secret, the prohibition shall apply only when the disclosure would be competitively damaging, and up to a maximum of eighteen (18) months after the termination of your employment with ABBVIE.

Licensed Attorneys

If you are hired to primarily perform services for ABBVIE as a licensed attorney, Paragraph 9 does not apply to you after your last day of employment with ABBVIE.