



EMPLOYEE INVENTION AND DISCLOSURE AGREEMENT

In consideration of my employment by Dana Holding Corporation or one of its subsidiaries (collectively referred to herein as "Dana"), I acknowledge and hereby agree that all of the results of my employment, including all works, inventions, improvements, and discoveries which are authored, conceived, suggested, invented, made or discovered by me during or as a result of my employment with Dana whether or not on the premises of Dana or during working hours, and which in any way relate to products, machines, tools, processes or methods manufactured, marketed, designed, developed, investigated or tested by Dana at any time before or during my employment by Dana, or to similar products, devices, machines, tools, process or methods, are without further consideration hereby irrevocably assigned to Dana.

I further agree to promptly notify Dana in writing of any such work, invention, improvement, or discovery, and upon request during the term of such employment or at any time thereafter, to promptly execute all documents which Dana considers necessary, proper or helpful in making application for Letters Patent, copyright or any other form of intellectual property protection in the United States and other countries on any such work, invention, improvement, or discovery, or to evidence Dana's ownership of or vest the entire right, title and interest in any such work, invention, improvement, or discovery or application for intellectual property protection therefore, to Dana, and to assist in any litigation or controversy connected therewith.

I further agree that I will not, either during or at any time after my employment by Dana, use or disclose to any third party any confidential information, including without limitation, technical, financial, marketing, and other business information known to or created by me as a result of my employment by Dana.

All fields marked with a ** must be completed for identification purposes.

**Witness (only one witness signature
required – your Supervisor or HRBP)**

Accepted:

Witness

Signature

Printed Name**

Date

NOTICE TO EMPLOYEES LIVING IN ILLINOIS: This 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.

NOTICE TO EMPLOYEES LIVING IN CALIFORNIA: This agreement does not apply to an invention which qualifies fully under the provisions of Division 3, Chapter 2, Section 2870 of the California Labor Code, which reads as follows: "Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in any invention to his or her employer shall 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, and (a) which does not relate (1) to the business of the employer, or (2) to the employer's actual or demonstrably anticipated research or development, or (b) which does not result 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."