

ASURION, LLC
EMPLOYMENT, CONFIDENTIAL INFORMATION,
INVENTION ASSIGNMENT,
AND NON-COMPETITION AGREEMENT (“AGREEMENT”)

In consideration of my employment with Asurion, LLC on behalf of itself, its parent, its subsidiaries and affiliates (the “Company”), and in consideration of my receipt of the compensation now and hereafter paid to me by the Company, the adequacy of which is acknowledged, I agree to the following:

1. *Indefinite Term Employment.*

A. I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR AN INDEFINITE DURATION, STARTING ON _____ AND CONTINUING UNTIL TERMINATED IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT.

B. *Resignation* – In the event that I wish to resign from my employment with the Company, I agree to provide the Company with 2 weeks’ written notice of my resignation. The Company may, at its sole option, waive such notice in whole or in part at any time after receiving my resignation, without further obligation to me except for paying me the amount of base salary I would have earned during the resignation notice period or the remainder of the resignation notice period, as the case may be, and providing me with any other entitlements required by the British Columbia *Employment Standards Act*, as amended from time to time.

C. *Termination Without Just Cause* – The Company shall be entitled to terminate my employment without just cause by providing me with only the minimum statutory amount of notice of termination or pay in lieu thereof (or a combination of written notice and pay in lieu of notice, at the Company’s sole discretion) and minimum statutory amount of vacation pay as required by the British Columbia *Employment Standards Act*, as amended from time to time, as well as accrued wages to the date of termination and any other entitlements required by the British Columbia *Employment Standards Act*, as amended from time to time.

By signing this Agreement, I acknowledge and agree that the entitlements set out immediately above constitute reasonable notice or pay in lieu thereof for the termination of my employment, and upon the Company providing me with such entitlements, I shall not be entitled to any further entitlements in respect of the termination of my employment without cause including statutory, contractual and common law amounts, and including in the event of a constructive dismissal. Specifically, I understand and agree that my acceptance of this Agreement limits my ability to claim any further damages for notice or pay in lieu of notice or benefits continuation (if applicable) from the Company. In the event that the entitlements set out immediately above do not meet the minimum requirements of the British Columbia *Employment Standards Act* as amended from time to time, my entitlements shall automatically be increased to satisfy only the minimum entitlements required by the British Columbia *Employment Standards Act*, as amended from time to time, no further amounts will be owing for notice or pay in lieu of notice, benefits continuation (if applicable) or any other compensation or damages from the Company, and to the extent permitted by law, this Agreement will be deemed to be amended so that it complies with the new minimum employment standards requirements under the British Columbia *Employment Standards Act*, as amended from time to time.

D. *Termination for Just Cause* – If my employment with the Company is terminated for just cause, I will not receive any notice of termination or pay in lieu thereof or benefits continuation (if applicable), or any other form of compensation or damages. If my employment is terminated for just cause, I will be paid my base salary earned up to the date of termination and any accrued but unused vacation pay. Just cause for this purpose includes (but is not limited to) matters such as unsatisfactory performance, dishonesty or fraud regarding the property or reputation of the Company, theft, breach of confidentiality, insubordination and serious misconduct, as well as anything else which would legally constitute “just cause”. In the event my employment is terminated for just cause and an arbitrator or a court of competent jurisdiction finds that the Company did not have just cause to terminate my employment, I further agree that I will not have any claim against the Company greater than the termination without just cause payment referred to above. The Company shall have the right to suspend me on full pay and benefits (if applicable) pending any investigation into potential dishonesty, gross misconduct or other circumstances which (if proved) would entitle the Company to dismiss me for just cause.

2. *Confidential Information.*

A. *Confidential Information and Trade Secrets.* During the period of my employment with the Company, I acknowledge that the Company may disclose to me confidential and proprietary information of the Company which the Company takes great pains to safeguard from unauthorized use and disclosure. I agree at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use or to disclose to any person, firm or corporation, except as such use or disclosure is required in connection with my work for the Company or unless the Chief Executive Officer of the Company otherwise expressly authorizes in writing, any Confidential Information (defined below) before it has become generally known within the relevant industry through no fault of my own. I understand and agree that “Confidential Information” means any non-public information that does not otherwise qualify as Trade Secrets (defined below) that relates to the actual or demonstrably anticipated business or research or development of the Company or any other information which is marked “confidential” or which might reasonably be anticipated to be confidential in nature. I further agree, at all times during my employment and anytime thereafter, to hold in strictest confidence, and not to use or disclose to any person, firm or corporation, except as such use or disclosure is required in connection with my work for the Company or unless the Chief Executive Officer of the Company expressly authorizes such use or disclosure in writing, any Trade Secret (defined below) before it has become generally known in the public domain through no fault of my own. I understand and agree that “Trade Secrets” are information, regardless of form, belonging to the Company, licensed by it, or disclosed to it on a confidential basis by its customers, suppliers, or other third parties, including, but not limited to technical and non-technical data, formulae, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, and lists of actual or potential customers or suppliers which is not commonly known in the public domain and which (i) derives economic value, economic or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, or any other information that constitutes a trade secret under common law.

B. *Former Employer Information.* I represent that my employment by the Company and my entering into this Agreement and performing the obligations hereunder does not and will not breach any agreement with any former or concurrent employer, including any non-compete agreement or any agreement to keep in confidence information acquired by me in confidence or trust prior to my employment by the Company. I agree that I will not, during my employment with the Company, improperly use or disclose any confidential information or trade secrets of any former or concurrent employer or other person or entity to whom I have an obligation of confidentiality and that I will not bring onto the premises of the Company any unpublished document or any property belonging to any such employer, person or entity to whom I have an obligation of confidentiality, unless consented to in writing by such employer, person or entity. I will use in the performance of my duties only information that is generally known by persons with training and experience comparable to my own, is common knowledge in the industry, is otherwise legally in the public domain, or is otherwise provided or developed by the Company. I hereby represent and warrant that I have not entered into, and will not enter into, any oral or written agreement in conflict herewith.

C. *Third Party Information.* I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes ("Third Party Information"). During the term of my employment and thereafter, I agree to hold all Third Party Information in the strictest confidence and not to disclose it to any person (other than Company personnel who need to know such information in connection with my work for Company), firm or corporation or to use it except in connection with my or their work for the Company, or except as may be expressly authorized by an officer of Company in writing.

3. *Inventions.*

A. *Inventions Retained and Licensed.* I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "Prior Inventions"), which belong to me, which relate to the Company's proposed business,

products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process or service a Prior Invention owned by me or in which I have an interest, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable and assignable worldwide license to make, have made, modify, use, distribute and sell such Prior Invention as part of or in connection with such product, process or service, and to practice any method related thereto.

B. *Assignment of Inventions.* I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby unconditionally and irrevocably assign and transfer to the Company, or its designee, upon creation, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "Inventions"), including all rights of action, powers and benefit to the same belonging or accrued and including the right to bring action and to collect compensation for infringement of the Inventions. I understand and agree that the decision whether or not to commercialize or market any Invention developed by me solely or jointly with others is within the Company's sole discretion and for the Company's sole benefit and that no royalty will be due to me as a result of the Company's efforts to commercialize or market any such Invention.

C. *Waiver of Moral Rights,* I hereby waive for the benefit of the Company, or its designee, any and all moral rights in favour of the Company, its affiliates, successors, assigns, and nominees to which I may have a claim in respect of the Inventions in Canada, the United States and all other countries throughout the World, to the full extent that such rights may be assigned or waived in each country. I hereby agree that anything that the Company may do with the Inventions does not or will not constitute any prejudice to my honour or reputation. Further, I hereby transfer my right to restrain any violation of moral rights to the Company. The assignment of Inventions pursuant to paragraph 3.B above and this waiver of moral rights cannot be revoked in any way.

D. *Inventions Assigned.* I agree to assign and transfer to the appropriate government agency all my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the government agency by a contract between the Company and a government body.

E. *Maintenance of Records.* I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. Subject to the requirements of any applicable privacy legislation, the records will be available to and remain the sole property of the Company at all times.

F. *Patent and Copyright Registrations.* I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement for any reason. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then 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 and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

4. *Returning Company Documents.* I agree that, at the time of leaving the employ of the Company for any reason, or earlier upon request of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents in any media or property, or reproductions, outlines or précis of any aforementioned items developed or created by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns, including, without limitation, those records maintained pursuant to **paragraph 3.E** of this Agreement. After providing all such materials to the Company I will delete all digital copies from any computers, PDA's, or other digital storage devices that do not belong to the Company and that I use or control. In the event of the termination of my employment for any reason, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit B.

5. *Representations.* I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company.

6. *Equitable Relief.*

A. *Availability of Injunctive Relief.* I AGREE THAT ANY PARTY MAY ALSO PETITION THE COURT FOR INJUNCTIVE RELIEF WHERE EITHER PARTY ALLEGES OR CLAIMS A VIOLATION OF THE EMPLOYMENT, CONFIDENTIAL INFORMATION, INVENTION ASSIGNMENT AND NON-COMPETITION AGREEMENT BETWEEN ME AND THE COMPANY OR ANY OTHER AGREEMENT REGARDING TRADE SECRETS, CONFIDENTIAL INFORMATION, NONSOLICITATION OR NON-COMPETITION BETWEEN ME AND THE COMPANY. I UNDERSTAND THAT ANY BREACH OR THREATENED BREACH OF SUCH AN AGREEMENT WILL CAUSE IRREPARABLE INJURY AND THAT MONEY DAMAGES WILL NOT PROVIDE AN ADEQUATE REMEDY THEREFORE AND BOTH PARTIES HEREBY CONSENT TO THE ISSUANCE OF AN INJUNCTION.

B. *Voluntary Nature of Agreement.* I ACKNOWLEDGE AND AGREE THAT I AM EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. I FURTHER ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND THAT I HAVE ASKED ANY QUESTIONS NEEDED FOR ME TO UNDERSTAND THE TERMS, CONSEQUENCES AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT. FINALLY, I AGREE THAT I HAVE BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF COUNSEL OF MY CHOICE BEFORE SIGNING THIS AGREEMENT.

Initialed: Company: _____ Employee: _____

7. *Non-Compete/Non-Solicitation.*

A. Both during and for a period of one year following the termination of employment with the Company for any reason, including without cause, I shall not, within a 30 kilometre radius of both, as the case may be:

- (i) Should I have an office at home, my personal residential address; and
- (ii) Should the Company have a place of business in my province of residence, such place of business that is nearest to my home,

either directly or indirectly, whether as an employee, director, officer, shareholder, consultant or mandatory, engage in any business or activity that competes directly with business which the Company or any of its affiliates or successors are engaged in at the time this Agreement is terminated or were engaged in, in the 12 months immediately prior to the termination of my employment.

B. For a period of one year following the termination of my employment with the Company for any reason, I specifically agree not to contact, solicit or in any way seek to do business with any client, customer or account of the Company that was a client, customer or account of the Company during my employment with the Company.

C. For a period of one year following the termination of employment with the Company for any reason, I specifically agree that I will not solicit or encourage any employee of the Company, directly or indirectly, to terminate their employment with the Company, nor will I assist anyone in attempting to hire any Company employee to work for or with me, except where an employee of the Company initiates such contact in response to a widely and generally distributed advertisement for employment opportunity.

D. I acknowledge that compliance with the non-competition and non-solicitation provisions set out in paragraphs 7.A, 7.B and 7.C of this Agreement are necessary to protect the business, goodwill and proprietary interests of the Company and recognize that irreparable injury will result to the Company in the event of a breach of this Agreement. For the reasons mentioned above, I agree that the Company shall be entitled, in addition to any other remedies and damages available including legal fees and costs incurred by the Company in any such legal action, to seek injunctive relief to restrain the violation of the terms of this Agreement by me.

8. *General Provisions.*

A. *Governing Law; Consent to Personal Jurisdiction.* This Agreement will be governed by the laws of the Province of British Columbia. I hereby expressly consent to the personal jurisdiction of the courts located in the Province of British Columbia for any lawsuit filed there against me by the Company arising from or relating to this Agreement.

B. *Collection, Use and Disclosure of Employee Personal Information.* I hereby expressly consent to the Company collecting, using and disclosing to third parties and transferring overseas to other entities associated or affiliated with the Company my personal information and sensitive information for the purpose of my employment and for purposes related to that purpose, and in accordance with the British Columbia *Personal Information Protection Act*.

C. *Entire Agreement.* This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and supersedes all prior discussions or representations between us including, but not limited to, any representations made during my interview(s) or relocation negotiations, whether written or oral. No modification

of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless it is in writing signed by the Chief Executive Officer of the Company and me. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

D. *Severability and Employment Standards.* If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect. All provisions of this Agreement shall be interpreted in accordance with the British Columbia *Employment Standards Act*, as amended from time to time, and if a greater entitlement is provided for under the British Columbia *Employment Standards Act*, as amended from time to time, than as set out in any provision of this Agreement, that greater entitlement shall prevail and the Company will provide me with such greater entitlement.

E. *Successors and Assigns.* This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns without further action by me.

Date: _____ Signature: _____

Name of Witness: _____ Name of Employee: _____

Signature: _____
MTL01: 4094704: v2

Exhibit A

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP**

Title	Date	Identifying Number or Brief Description
<hr/>		

____ No inventions of improvements

____ Additional Sheets Attached

Signature of Employee: _____

Print Name of Employee: _____

Date: _____

Exhibit B

ASURION, LLC

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to Asurion, LLC, its parent, subsidiaries, affiliates, successors or assigns (together, the “Company”).

I further certify that I have complied with all the terms of the Company’s Employment, Confidential Information, Invention Assignment and Non-Competition Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement, and I hereby agree to continue to do so.

I further agree that, in compliance with the Employment, Confidential Information, Invention Assignment, and Non-Competition Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that I will comply with all terms of the Company’s Employment, Confidential Information Invention Assignment, and Non-Competition Agreement and that should I have any questions about the Agreement I will contact the Company’s legal department.

Date: _____ Signature: _____

Employee Name: _____