

**ASURION, LLC**  
**EMPLOYMENT AND CONFIDENTIAL INFORMATION**  
**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.*

I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR AN UNSPECIFIED DURATION. I ACKNOWLEDGE THAT THIS EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT THE OPTION EITHER OF THE COMPANY OR ME.

A. *Termination of Employment.* I acknowledge and agree that my employment may be terminated at any time without cause upon being given notice as required by the *Employment Standards Act*. At the sole discretion of the Company, I may receive equivalent pay in lieu of notice. It is expressly understood that the amount set forth above includes any amount to which I would be entitled under the applicable employment standards legislation and the common law.

B. *Probationary Period.* I acknowledge and agree that the first three (3) months of continuous employment will be a probationary period of employment. During this period, training will be provided by the Company and my attitude, performance and overall compatibility will be assessed. I agree that during the probationary period, my employment may be terminated at any time and for any reason without notice or compensation other than as may be required by legislation.

2. *Confidential Information.*

A. *Confidential Information and Trade Secrets.* During the period of my employment with the Company, I acknowledge that the Company will 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 for a period of two (2) years 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. 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 in writing, any Trade Secret (defined below) before it has become generally known within the relevant industry 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 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.

B. *Former Employer Information.* I represent that my employment by the Company does not and will not breach any agreement with any former or concurrent employer, including 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 and used 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.

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 the Company), firm or corporation or to use it except in connection with my work for the Company, and except as may be expressly authorized by an officer of the Company in writing.

3. *Returning Company Documents.* I agree that, at the time of leaving the employ 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 or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns. In the event of the termination of my employment, I agree to sign and deliver the "Termination Certification" attached

hereto as Exhibit A.

4. *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. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.

5. *Equitable Relief.*

A. *Availability of Injunctive Relief.* I AGREE THAT ANY PARTY MAY PETITION THE COURT FOR INJUNCTIVE RELIEF WHERE EITHER PARTY ALLEGES OR CLAIMS A VIOLATION OF THE EMPLOYMENT AND CONFIDENTIAL INFORMATION AGREEMENT BETWEEN ME AND THE COMPANY OR ANY OTHER AGREEMENT REGARDING CONFIDENTIAL INFORMATION. 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 THEREFOR AND BOTH PARTIES HEREBY CONSENT TO THE ISSUANCE OF AN INJUNCTION. IN THE EVENT EITHER PARTY SEEKS INJUNCTIVE RELIEF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE LEGAL COSTS AND DISBURSEMENTS.

B. *Administrative Relief.* I UNDERSTAND THAT THIS AGREEMENT DOES NOT PROHIBIT ME FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A MUNICIPAL, PROVINCIAL, OR FEDERAL ADMINISTRATIVE BODY SUCH AS THE NEW BRUNSWICK LABOUR AND EMPLOYMENT BOARD.

C. *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: \_\_\_\_\_

6. *General Provisions.*

A. *Governing Law; Consent to Personal Jurisdiction.* This Agreement will be

governed by the laws of the Province of New Brunswick. I hereby expressly consent to the personal jurisdiction of the courts located in the Province of New Brunswick 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 agree that the Company can collect, use and disclose my personal information and my sensitive information to third parties and to the Company's affiliates outside of Canada for the purpose of my employment and for purposes related to that purpose.

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 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.* 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.

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 Employee (typed or printed)

Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (typed or printed)

**Exhibit A**

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

Title	Date	Identifying Number or Brief Description
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\_\_\_\_ 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 subsidiaries, affiliates, successors or assigns (together, the "Company").

I further agree that, in compliance with the Employment and Confidential Information 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.

Employee's Signature: \_\_\_\_\_

Type/ Print Employee's Name: \_\_\_\_\_

Date: \_\_\_\_\_

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