

ASURION, LLC
EMPLOYMENT, CONFIDENTIAL
INFORMATION, INVENTION ASSIGNMENT,
AND NON-COMPETITION 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. *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, or except as may be expressly authorized by an officer of the 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, worldwide license to make, have made, modify, use 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 assign to the Company, or its designee, 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"). 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. *Inventions Assigned to the Government of Canada.* I agree to assign 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.

D. *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.

E. *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. 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 on 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, 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 of any aforementioned items developed 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.D**. 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, 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. 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.

6. *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, 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. 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 EMPLOYMENT 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: _____

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

A. Both during and for a period of one year following the termination of employment with the Company, I shall not, within 20 kilometres of the place where I am or was employed with the Company, either directly or indirectly engage in any business or activity that competes directly with the business of the Company or any of its affiliates or successors on the date hereof or on the date of termination.

B. For a period of one year following the termination of employment with the Company, I specifically agree not to contact, solicit or in any way seek to do business with or become an employee of any client, customer or account of the Company that was a client, customer or account of the Company during my employment with the Company. Notwithstanding the foregoing, I may do business with or become an employee of such parties provided such business or employment is entirely unrelated to the business of the Company or any of its affiliates or successors.

C. For a period of one year following the termination of employment with the Company, I specifically agree that I will not solicit employees of the Company, directly or indirectly, with the intention of hiring, 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 this non-competition and non-solicitation provision is 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 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.

D. *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
<hr/>		

No inventions or 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.

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.

Employee's Signature: _____

Type/ Print Employee's Name: _____

Date: _____