

**ASURION, LLC**

**EMPLOYMENT AND CONFIDENTIAL INFORMATION**

**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 \_\_\_\_\_.

Date of Hire

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 to me any other entitlements required by the Ontario *Employment Standards Act, 2000*, as amended.

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 (at the Company’s sole discretion) and minimum statutory amount of vacation pay, minimum statutory benefit continuation (if applicable), and minimum statutory severance pay (if applicable), as required by the Ontario *Employment Standards Act, 2000*, as amended, as well as accrued wages to the date of termination and any other entitlements required by the Ontario *Employment Standards Act, 2000*, as amended.

By signing this Agreement, I acknowledge and agree that the entitlements set out immediately above constitute reasonable notice and reasonable compensation for the termination of my employment, and upon the Company providing me with either, I shall not be entitled to any further notice or pay in lieu of notice, benefits continuation (if applicable), and severance pay (if applicable), including in the event of a constructive dismissal and including any entitlements to common law notice set out. 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, benefits continuation (if applicable), and severance pay (if applicable), from the Company. In the event that the entitlements set out immediately above do not meet the minimum requirements of the Ontario *Employment Standards Act, 2000*, as amended, my entitlements shall automatically be increased to satisfy only the minimum entitlements required by the Ontario *Employment Standards Act, 2000*, as amended, no further amounts will be owing for notice or pay in lieu of notice, benefits continuation (if applicable), and severance pay (if applicable), 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 Ontario *Employment Standards Act, 2000*.

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, benefit continuation (if applicable) or severance pay (if applicable), except and only to the extent required by the Ontario *Employment Standards Act, 2000*, as amended. If my employment with the Company 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 and I will be provided with any other entitlements required by the Ontario *Employment Standards Act, 2000*, as amended. 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. *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, 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. 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 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.

5. *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 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 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: \_\_\_\_\_

6.     *General Provisions.*

A.     *Governing Law; Consent to Personal Jurisdiction.* This Agreement will be governed by the laws of the Province of Ontario. I hereby expressly consent to the personal jurisdiction of the courts located in the Province of Ontario 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 my sensitive information 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 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 Ontario *Employment Standards Act, 2000*, as amended, and if a greater entitlement is provided for under the Ontario *Employment Standards Act, 2000*, as amended, 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: \_\_\_\_\_

**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 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 and Confidential Information Agreement signed by me and I hereby agree to continue to do so.

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.

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

Employee Name: \_\_\_\_\_