

## Business Protection Agreement

In consideration and as a condition of my employment or continued employment by Able Innovations Inc. (the “**Company**”), I agree as follows:

**1. Confidential Information.** I acknowledge that in any position I may hold, in and as a result of my service to the Company, I will, or may, be making use of, acquiring or adding to information concerning the Company’s business, technology, business relationships or financial affairs which the Company has not released to the general public (“**Confidential Information**”) and that all such information, whether or not in writing, is and will be subjected to the terms and conditions stated in the associated Non-Disclosure Agreement.

**2. Rights of Others.** I understand that the Company is now and may hereafter be subject to nondisclosure or confidentiality agreements with third persons which require the Company to protect or refrain from use of Confidential Information. I agree to be bound by the terms of such agreements in the event I have access to such Confidential Information.

**3. Commitment to Company; Avoidance of Conflict of Interest.** While an employee of the Company, I will not engage in any other business activity that conflicts with my duties to the Company. I will advise the president of the Company or his or her nominee at such time as any activity of either the Company or another business presents me with a conflict of interest or the appearance of a conflict of interest as an employee of the Company. I will take whatever action is requested of me by the Company to resolve any conflict or appearance of conflict which it finds to exist.

**4. Ownership and Title.** I will make full and prompt disclosure to the Company of all inventions, discoveries, designs, developments, methods, modifications, improvements, processes, algorithms, databases, computer programs, formulae, techniques, trade secrets, graphics or images, and audio or visual works and other works of authorship (collectively “**Developments**”), whether or not patentable or copyrightable, that are created, made, conceived or reduced to practice by me (alone or jointly with others) or under my direction during the period of my employment. I acknowledge that all work performed by me is on a “work for hire” basis, and I hereby do assign and transfer and, to the extent any such assignment cannot be made at present, will assign and transfer, to the Company and its successors and assigns all my right, title and interest in all Developments that (a) relate to the business of the Company or any customer of or supplier to the Company or any of the products or services being researched, developed, manufactured or sold by the Company or which may be used with such products or services; or (b) result from tasks assigned to me by the Company; or (c) result from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company (“**Company-Related Developments**”), and all related patents, patent applications, trademarks and trademark applications, copyrights and copyright applications, and other intellectual property rights in all countries and territories worldwide and under any international conventions (“**Intellectual Property Rights**”). To preclude any possible uncertainty, I have set forth on Exhibit A attached hereto a complete list of Developments that I have, alone or jointly with others, conceived, developed or reduced to practice prior to the commencement of my employment that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (“**Prior Inventions**”). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in Exhibit A but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. I have also listed on Exhibit A all patents and patent applications in which I am named as an inventor, other than those which have been assigned to the Company (“**Other Patent Rights**”). If no such disclosure is attached, I represent that there are no Prior

Inventions or Other Patent Rights. If, in the course of my employment, I incorporate a Prior Invention into a Company product, process or machine or other work done for the Company, I hereby grant to the Company a nonexclusive, royalty-free, paid-up, irrevocable, worldwide license (with the full right to sublicense) to make, have made, modify, use, sell, offer for sale and import such Prior Invention and derivative works derived therefrom. Notwithstanding the foregoing, I will not incorporate, or permit to be incorporated, Prior Inventions in any Company-Related Development without the Company's prior written consent. This Agreement does not obligate me to assign to the Company any Development which, in the sole judgment of the Company, reasonably exercised, is developed entirely on my own time, does not result from any work performed by me for the Company, and does not relate to the business efforts or research and development efforts in which, during the period of my employment, the Company actually is engaged or reasonably would be engaged, and does not result from the use of premises or equipment owned or leased by the Company. However, I will also promptly disclose to the Company any such Developments for the purpose of determining whether they qualify for such exclusion. I also hereby waive all claims to any moral rights or other special rights which I may have or accrue in any Company-Related Developments.

**5. Documents and Other Materials.** I will keep and maintain adequate and current records of all Confidential Information and Company-Related Developments developed by me during my employment, which records will be available to and remain the sole property of the Company at all times. All files, letters, notes, memoranda, reports, records, data, sketches, drawings, notebooks, layouts, charts, quotations and proposals, specification sheets, program listings, blueprints, models, prototypes, or other written, photographic or other material, whether in tangible, electronic or any other form, containing Confidential Information or connected with or derived from my services to the Company, whether created by me or others, which come into my custody or possession, are the exclusive property of the Company to be used by me only in the performance of my duties for the Company. Any property situated on the Company's premises and owned by the Company, including without limitation computers, disks and other storage media, filing cabinets or other work areas, is subject to inspection by the Company at any time with or without notice. In the event of the termination of my employment for any reason, I will deliver to the Company all files, letters, notes, memoranda, reports, records, data, sketches, drawings, notebooks, layouts, charts, quotations and proposals, specification sheets, program listings, blueprints, models, prototypes, or other written, photographic or other material containing Confidential Information, and other materials of any nature pertaining to the Confidential Information of the Company and to my work, and will not take or keep in my possession any of the foregoing or any copies.

**6. Non-Solicitation.** During the term of my employment and for a period of two (2) years following the termination of my employment (the "**Restricted Period**"), I will not, directly or indirectly, in any manner, other than for the benefit of the Company, (a) call upon, solicit, divert or take away any of the customers, business or prospective customers of the Company or any of its suppliers, and/or (b) solicit, entice or attempt to persuade any other employee, independent contractor or consultant of the Company to leave the services of the Company for any reason, otherwise interfere with or disrupt the Company's relationship with its other employees, independent contractors or consultants or discuss employment opportunities, or provide information about competitive employment to any of the Company's employees. I acknowledge and agree that if I violate any of the provisions of this Section 6, the running of the Restricted Period will be extended by the time during which I engage in such violation(s).

**7. Non-Competition.** Other than through employment with a bona-fide independent party, or with the express written consent of the Company, which will not be unreasonably withheld, I will not, during the continuance of this Agreement or within one (1) year after the termination or expiration, as the case may be, of this Agreement, be directly or indirectly involved with a business which is in direct competition with the particular business line of the Company that I was working. For a period of one (1) year from the date of termination or expiration, as the case may be, of my employment with the Company, I will not

divert or attempt to divert from the Company any business the Company had enjoyed, solicited, or attempted to solicit, from its customers, prior to termination or expiration, as the case may be, of my employment with the Company. Businesses which are in direct competition with the particular business line of the Company are those companies, ventures and going concerns that utilize innovations, patents, intellectual property, or confidential information that are based on, derived from, or similar to innovations, patents, intellectual property or confidential information owned by the Company.

**8. Government Contracts.** I acknowledge that the Company may have from time to time agreements with other persons or with governments or its agencies which impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. I agree to comply with any such obligations or restrictions upon the direction of the Company.

**9. Prior Agreements.** I hereby represent that, except as I have fully disclosed previously in writing to the Company, I am not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or Confidential Information in the course of my employment with the Company or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement as an employee of the Company does not and will not breach any agreement to keep in confidence Confidential Information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company. I will not disclose to the Company or induce the Company to use any confidential or Confidential Information or material belonging to any previous employer or others.

**10. Remedies Upon Breach.** I understand that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and I consider them to be reasonable for such purpose. Any breach of this Agreement is likely to cause the Company substantial and irrevocable damage which may not be adequately compensated by damages alone, and therefore, in the event of such breach, the Company, in addition to such other remedies which may be available, will be entitled to specific performance and other injunctive relief without the necessity of proving actual damages or posting any bond or other security. I agree to notify the Company promptly in writing upon the occurrence of any unauthorized release of Confidential Information or other breach.

**11. Use of Voice, Image and Likeness.** I give the Company permission to use my voice, image or likeness, with or without using my name, for the purposes of advertising and promoting the Company, or for other purposes deemed appropriate by the Company in its reasonable discretion, except to the extent expressly prohibited by law.

**12. Publications and Public Statements.** I will obtain the Company's written approval before publishing or submitting for publication any material that relates to my work at the Company and/or incorporates any Confidential Information. To ensure that the Company delivers a consistent message about its products, services and operations to the public, and further in recognition that even positive statements may have a detrimental effect on the Company in certain securities transactions and other contexts, any statement about the Company which I create, publish or post during my employment and for six (6) months thereafter, on any media accessible by the public, including but not limited to electronic bulletin boards and Internet-based chat rooms, must first be reviewed and approved by a representative of the Company before it is released in the public domain.

**13. No Employment Obligation.** I understand that this Agreement does not create an obligation on the Company or any other person to continue my employment.

**14. Survival and Assignment by the Company.** I understand that my obligations under this Agreement will continue in accordance with its express terms regardless of any changes in my title, position, duties, salary, compensation or benefits or other terms and conditions of employment. I further understand that my obligations under this Agreement will continue following the termination of my employment regardless of the manner of such termination and will be binding upon my heirs, executors and administrators. The Company will have the right to assign this Agreement to its affiliates, successors and assigns. I expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any parent, subsidiary or affiliate to whose employ I may be transferred without the necessity that this Agreement be resigned at the time of such transfer.

**15. Severability.** In case any provisions (or portions thereof) contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

**16. Interpretation.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and any federal laws applicable therein and shall be binding upon the parties hereto in Canada and worldwide. The parties consent to the exclusive jurisdiction of the Courts of the Province of Ontario for any dispute arising out of this Agreement. The parties expressly waive any other jurisdiction, and agree not to raise, and waive, any objections or defenses based upon venue or *forum non conveniens* with respect to such courts.

**17. Miscellaneous.** No amendment or alteration of the terms of this Agreement shall be effective unless made in writing and executed by both parties hereto. A failure or delay in exercising any right in respect to this Agreement shall not be presumed to operate as a waiver, and a single or partial exercise of any right shall not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right. Any modification or waiver of any provision of this Agreement shall not be effective unless made in writing. Any such waiver shall be effective only in the specific instance and for the purpose given. The headings to the Sections of this Agreement are included merely for reference and shall not affect the meaning of the language included therein. This Agreement is written in the English language only, which language shall be controlling in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth below.

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

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

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

Position: \_\_\_\_\_

Residential Address: \_\_\_\_\_

**EXHIBIT A**

To: Company.

From: \_\_\_\_\_

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

**SUBJECT: Prior Inventions**

The following is a complete list of all inventions or improvements relevant to the subject matter of my employment that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

- No inventions or improvements
- See below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Additional sheets attached

The following is a list of all patents and patent applications in which I have been named as an inventor:

- None
- See below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_