

# Tech Employment Agreement

Between:

**Atimi Software Inc.**  
**800 – 800 W Pender Street**  
**Vancouver BC V6C 2V6**

(“the Corporation”)

And:

**Blaine Tubungbanua**

7212 17th Avenue, Burnaby, BC, V3N 1K9

(Address)

(“the Employee”)

## WHEREAS:

- A. The Corporation is incorporated under the laws of Canada;
- B. The Corporation wishes to employ the Employee in the position of Co-op Placement; and
- C. The Employee wishes to be employed by the Corporation in the position of Co-op Placement.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Corporation and the Employee agree as follows:

## 1. DEFINITIONS

- i. "Active Employment" means the period of time during which the Employee is required to attend at work and perform work-related duties for the Corporation.
- ii. "Client" means any party for whom the Corporation has performed a service or delivered a product, or to whom the Corporation has submitted a proposal for work, during the 2 year period prior to the end of the Employee's Active Employment.

## 2. EMPLOYMENT

- a The Corporation agrees to employ the Employee pursuant to the terms and conditions described in this Agreement, and the Employee accepts and agrees to such employment.

## 3. POSITION AND DUTIES

- a The Employee shall be employed by the Corporation in the position of Co-op Placement in accordance with the duties and responsibilities set out in the attached Schedule "A".

- b During the Employee's employment with the Corporation, the Corporation may change the Employee's position, title, work location, duties, responsibilities, or reporting relationships as it deems appropriate from time to time, consistent with the Employee's qualifications, skills, and experience and such change will not constitute a breach of this Agreement or a constructive dismissal.
- c At all times during the Employee's employment with the Corporation, the Employee will use best efforts to:
  - i. well and faithfully serve the Corporation;
  - ii. act in, and promote, the best interests of the Corporation;
  - iii. devote substantially the whole of the Employee's working time, attention and energies to the business and affairs of the Corporation;
  - iv. comply with all the terms of this Agreement and any schedules attached hereto; and
  - v. comply with all rules, regulations, policies, and procedures of the Corporation.

#### **4. TERM**

- a This Agreement shall take effect on 4 January, 2021 and will continue until 31 August, 2021, or until otherwise terminated in accordance with this Agreement.

#### **5. PROBATIONARY PERIOD**

- a The Employee will be on probation for the first 3 months of employment (the "Probationary Period"). The Corporation reserves the right to terminate the Employee's employment at any time during the first 3 months of the Probationary Period, without any notice, payment in lieu of notice or severance compensation, as required under the *British Columbia Employment Standards Act*, as amended from time to time, if the Corporation determines, in its sole discretion, that the Employee's performance is unsatisfactory or that the Employee is otherwise unsuitable for continued employment.
- b If the Employee is terminated in accordance with this Section, the Employee acknowledges that the Employee will have no further entitlement to any additional damages, reasonable notice of termination or severance payments under the common law or in equity, arising out of the termination of employment.

## 6. REMUNERATION

- a **Base Salary:** For all services rendered by the Employee under this Agreement, the Corporation shall provide the Employee with a base salary of \$4,000 (CDN) per month, less statutory deductions (the “Base Salary”).
- b **Bonus:** The Employee will be entitled to participate in any bonus plans that the Corporation makes available to its employees from time to time, subject to the eligibility, terms and conditions set out in those plans. The Corporation reserves the right to amend, alter, or vary such plans at any time, in its sole discretion, and such change will not constitute a breach of this Agreement or a constructive dismissal.

## 7. BENEFITS

- a The Employee is entitled to participate in the Corporation’s group benefit plans which it makes available to its employees from time to time, subject to the eligibility requirements and waiting periods described in those plans. The Corporation reserves the right to amend, alter, or vary the benefit plans, and/or change benefit carriers from time to time during the Employee’s employment, and such change will not constitute a breach of this Agreement or a constructive dismissal.
- b The Employee acknowledges and agrees that entitlement to and eligibility for benefits are matters determined solely by the insurers, and that the Corporation makes no promise to the Employee about the eligibility for or entitlement to benefits under the plans.

## 8. VACATION

- a The Employee is entitled to take up to 2 paid vacation days per term of employment.
- b The Corporation will make all reasonable efforts to accommodate the Employee’s request as to the timing of the Employee’s vacation, but there may be situations where the Corporation must insist that the Employee schedule the Employee’s vacation for a different time, due to operational requirements.
- c Vacation time must be taken and may not be carried over, deferred, or banked without prior written approval of the Corporation.

## 9. EXPENSES

- a The Corporation will reimburse the Employee for all reasonable travelling and other expenses that the Employee actually and properly incurs in connection with the performance of the Employee's duties and functions. In order to claim such reimbursement, the Employee must keep proper accounts and present to the Corporation statements, receipts, vouchers, and/or other supporting documents within 60 days after the date on which the expenses are incurred. The Corporation will not reimburse the Employee for any home office expenses.

## 10. TERMINATION BY EMPLOYEE

- a The Employee may resign from employment, and terminate this Agreement at any time, by providing the Corporation with at least 2 weeks' prior written notice of resignation.
- b On giving of any such notice, the Corporation shall have the right to waive the notice period, in whole or in part, in which case, the Employee's employment will terminate on the earlier date as specified by the Corporation. If this occurs, the Corporation will pay the Employee the lesser of pay the Employee would have received during the remainder of the notice period given by the Employee or the pay that the Employee would have received in accordance with the notice period set out in Section 11 below.

## 11. TERMINATION BY THE CORPORATION

- a **Termination for Cause:** The Corporation may terminate the Employee's employment at any time, without notice or any payment in lieu thereof, for Cause. If the Corporation terminates for Cause, and a court later determines that the Corporation did not have Cause, the Employee hereby agrees that the Employee will only be entitled to damages in accordance with Section 11(b) of this Agreement.
- b **Termination Without Cause:** The Corporation may terminate the Employee's employment at any time following the Probationary Period, without Cause and without further obligation, by providing the Employee with only the amount of written notice, or in the Corporation's sole discretion, payment in lieu of notice or any combination of notice and pay in lieu of notice, in accordance with the *British Columbia Employment Standards Act*.
- c The Employee acknowledges and agrees that the notice or payment in lieu of notice provided to the Employee in accordance with this Section of the Agreement is in complete satisfaction of all contractual, statutory, or common law notice requirements at law or in equity, and that on receipt of such entitlements, there shall be nothing further due and payable to the Employee in respect of the termination of employment.
- d If the Employee is successful in any action claiming wrongful dismissal or constructive dismissal against the Corporation, the Employee hereby agrees that the Employee will only be entitled to

the damages in the amount of notice or pay in lieu of notice as set out in this Section of the Agreement.

- e Upon termination of the Employee's employment with the Corporation, for any reason, however caused:
  - i. The Corporation will pay the Employee all wages owing up to and including the Employee's last day of Active Employment;
  - ii. The Employee's benefits will cease effective the last day of the Employee's Active Employment with the Corporation. From that date forward, if the Employee wishes to obtain replacement coverage or convert any policy to the Employee's private policy, it is entirely the Employee's obligation to do so, and the Corporation has no obligation in this regard;
  - iii. The Employee's right to participate in the Commission Plan and receive Commission payments will terminate on the Employee's last day of Active Employment, and the Employee will not be entitled to any further Commission under the Commission Plan, except as provided for in this Agreement; and
  - iv. All originals and copies, whether in the form of paper or electronic media, of all files, records, information, confidential information, documents, and any other material that in any way touches upon the business, customers, personnel, or operations of the Corporation shall remain the property of the Corporation, and shall promptly be delivered to the Corporation. No copy, duplication or reproduction of any kind whatsoever shall be made of such materials without the express written consent of the Corporation.

## **12. CONFIDENTIALITY AND ASSIGNMENT OF INVENTIONS**

- a Concurrently with the execution and delivery of this Agreement and in consideration of the Employee's employment by the Corporation, and other consideration as outlined in this Agreement, the Employee and the Corporation will enter into the "Confidentiality and Assignment of Inventions Agreement" attached as Schedule "C" to this Agreement.

## **13. CONFLICTS OF INTEREST**

- a During the Employee's employment with the Corporation:
  - i. the Employee shall not, without the Corporation's consent, hold any office of employment, acquire any intellectual property or enter into any contract, arrangement, understanding or transaction with any other person or entity that would in any way conflict or interfere with this Agreement or the Employee's duties or obligations under this Agreement or that would otherwise prevent the Employee from performing the Employee's obligations hereunder;

- ii. The Employee shall promptly, fully and frankly disclose to the Corporation in writing:
  - (1) the nature and extent of any interest the Employee has or may have, directly or indirectly, in any contract, arrangement, understanding or transaction or proposed contract, arrangement, understanding or transaction with the Corporation or any subsidiary or affiliate of the Corporation; and
  - (2) every office of employment the Employee may hold or acquire, and every intellectual property the Employee may possess or acquire, whereby directly or indirectly a duty or interest might be created in conflict with the interests of the Corporation or the Employee's duties and obligations under this Agreement,

and following such disclosure the Corporation may, in its sole discretion, determine that a conflict of interest exists and require the Employee to eliminate such conflict of interest.

#### 14. PROVISIONS REASONABLE

- a The Employee acknowledges and agrees that:
  - i. both before and since the commencement of this Agreement, the Corporation has operated and competed and will operate and compete in a global market;
  - ii. competitors of the Corporation are located globally;
  - iii. in order to protect the Corporation adequately, any restrictive covenant must apply globally;
  - iv. during the course of the Employee's employment with the Corporation, the Employee may acquire knowledge of, and will come into contact with, initiate and establish relationships with both existing and new clients, customers, suppliers, principals, contacts and prospects of the Corporation, and that in some circumstances the Employee may well become the senior or sole representative of the Corporation dealing with such persons; and
  - v. in light of the foregoing, the provisions of Section 15 (Restrictive Covenants) below are reasonable and necessary for the proper protection of the business, property and goodwill of the Corporation.

#### 15. RESTRICTIVE COVENANTS

- a **Non-Compete:** The Employee agrees that the Employee will not, either alone or in partnership or in conjunction with any person, firm, company, corporation, partnership, trust, syndicate, unincorporated association, governmental body or any other entity or group, whether as principal, agent, employee, director, officer, shareholder, consultant or in any capacity or manner

whatsoever, whether directly or indirectly, during the Employee's employment with the Corporation and for a period of 6 months following the end of the Employee's Active Employment with the Corporation, carry on or be engaged in, or advise, invest in or give financial assistance to, any business, enterprise, or undertaking that is engaged in contract computer programming in an area that is competitive with or similar to that of the Corporation or any product or service of the Corporation, provided that the Employee may offer contract computer programming services on a sole proprietorship or individual contractor basis directly to product companies.

- b **Non-Solicitation:** The Employee agrees that the Employee will not, either alone or in partnership or in conjunction with any person, firm, company, corporation, partnership, trust, syndicate, unincorporated association, governmental body or any other entity or group, whether as principal, agent, employee, director, officer, shareholder, consultant or in any capacity or manner whatsoever, whether directly or indirectly, during the Employee's employment with the Corporation, and for a period of 12 months following the end of the Employee's Active Employment with the Corporation:
  - i. approach or contact any Client of the Corporation for the purpose of inducing that Client to contract the services of the Employee or of any other person or entity when such a change may negatively affect the opportunity of the Corporation to maintain or increase its level of business with the Client; and
  - ii. persuade or attempt to persuade any employee(s) of the Corporation to leave employment with the Corporation.

## 16. REMEDIES FOR BREACH OF RESTRICTIVE COVENANTS

- a The Employee further acknowledges that any violation or threatened violation of Sections 12 (Confidentiality and Assignment of Inventions), 13 (Conflict of Interest) and 15 (Restrictive Covenants) of this Agreement would result in irreparable injuries and damage to the Corporation or its partners, subsidiaries or affiliates, and that such harm could not be adequately compensated by the Corporation's recovery of monetary damages.
- b The Employee hereby agrees that in the event of a breach or a threatened breach of Section 12 (Confidentiality and Assignment of Inventions), 13 (Conflict of Interest) or 15 (Restrictive Covenants) of this Agreement, the Corporation shall have the right to seek an injunction, specific performance or other equitable or other relief, including an accounting of all the Employee's profits or benefits arising out of such breach. It is further acknowledged and agreed that the remedies of the Corporation specified in this Section are in addition to, and not in substitution for, any rights or remedies of the Corporation at law or in equity and that all such rights and remedies are cumulative and not alternative and that the Corporation may have recourse to any one or more of its available rights or remedies as it shall see fit.

- c **Legal Fees:** In the event that the Corporation is successful in obtaining an injunction or with respect to any action in respect of a breach of this Agreement by the Employee (including a breach of any Schedule attached hereto), the Employee hereby agrees to pay the Corporation the full amount of the legal fees incurred by the Corporation in pursuing such an action against the Employee.

## **17. BINDING NATURE OF AGREEMENT**

- a This Agreement is not assignable by the Employee. The Employee agrees that this Agreement shall be binding upon the Employee's permitted assigns, heirs, executors, administrators and other legal representatives, and will be for the benefit of the Corporation, its successor and assigns.

## **18. AGREEMENT CONFIDENTIAL**

- a Both parties shall keep the terms and conditions of this Agreement confidential except as may be required to enforce any provision of this Agreement or as may otherwise be required by any law, regulation or other regulatory requirement.

## **19. GOVERNING LAW**

- a This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and applicable laws of Canada and the parties hereto attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

## **20. ENTIRE AGREEMENT**

- a This Agreement, and the attached Schedules, constitute the entire agreement between the Employee and the Corporation with respect to the employment of the Employee by the Corporation and shall, as of the date it is executed, supersede any and all other agreements between the parties. The parties agree that there are no other collateral contracts or agreements between them, that neither of them has made any representations, including but not limited to negligent misrepresentations, to the other except such representations as are specifically set forth in this Agreement, and that any statements or representations that may previously have been made by either of them to the other have not been relied on in connection with the execution of this Agreement and are of no effect.

## **21. FURTHER ASSURANCES**

- a The parties will execute and deliver to each other such further instruments and assurances and do such further acts as may be required to give effect to this Agreement.



## **22. SURVIVING OBLIGATIONS**

- a The Employee's obligations and covenants under Section 12 (Confidentiality and Assignment of Inventions), Schedule C to this Agreement, Section 14 (Provisions Reasonable), Section 15 (Restrictive Covenants), Section 16 (Remedies and Legal Fees) and Section 21 (Further Assurances) shall survive the termination of this Agreement.

## **23. INDEPENDENT LEGAL ADVICE**

- a The Employee acknowledges that the Employee has obtained or has had the opportunity to obtain independent legal advice in connection with this Agreement, and further acknowledges that the Employee has read, understands, and agrees to be bound by all the terms and conditions contained herein.

## **24. NOTICE**

- a Any notice or other communication required or contemplated under this Agreement to be given by one party to the other shall be mailed by prepaid registered post or sent by facsimile to the party to receive same at their address as set out on the first page of this Agreement. Any notice delivered or sent by facsimile shall be deemed to have been given and received on the first business day following the date of delivery. Any notice mailed shall be deemed to have been given and received on the fifth business day following the date on which it was posted.

## **25. SEVERABILITY**

- a If any provision of this Agreement or any part thereof shall for any reason be held to be invalid or unenforceable in any respect, then such invalid or unenforceable provision or part shall be severable and severed from this Agreement and the other provisions of this Agreement shall remain in effect and be construed as if such invalid or unenforceable provision or part had never been contained herein.

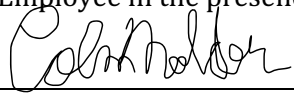
## **26. TIME OF ESSENCE/NO WAIVER**

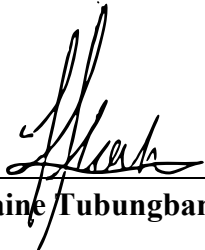
- a Time is of the essence of this Agreement and any waiver of any breach or default under this Agreement shall only be effective if in writing signed by the party against whom the waiver is sought to be enforced, and no waiver shall be implied by any other act or conduct or by an indulgence, delay or omission. Any waiver shall only apply to the specific matter waived and only in the specific instance in which it is waived.

## 27. COUNTERPARTS/FACSIMILE

- a This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts will together constitute one Agreement.
- b This Agreement may be executed and transmitted by facsimile transmission with the same effect as if the parties had delivered an executed original Agreement.

**Dated** at Vancouver, British Columbia, this \_\_\_\_ day of December, 2020.

**Signed, Sealed and Delivered** by the )  
Employee in the presence of: )  
 )  
\_\_\_\_\_) )  
Signature of Witness )  
\_\_\_\_\_) )  
1277 Newlands Rd )  
\_\_\_\_\_) )  
Address )  
VOE 2S1, Revelstoke, British Columbia )  
\_\_\_\_\_) )  
Student )  
\_\_\_\_\_) )  
Occupation )

  
\_\_\_\_\_) )  
**Blaine Tubungbanua**

### **The Corporation**

Per:

\_\_\_\_\_  
**Ashley Whitehead**  
QA Director

## **Schedule A**

### **Duties and Responsibilities**

Position: Co-op Placement

Reports to: Directors and Team Leads

Works with: Developers, QA, and Design

Your key responsibilities will be:

As a professional services company, Atimi Software Inc. works with the latest iOS and Android technologies to provide solutions to a diverse range of customers. You will use your highly developed communication skills to obtain the best result for the company and its goals.

#### **QA**

As a co-op QA Engineer:

- writing and maintaining test requirements and test cases as well as code, test, and execute automated test scripts using prescribed scripting standards.
- execute test cases and log results and identify, diagnose, and report defects in all project deliverables.

#### **Development**

As a Developer in training:

- pair with our top senior software engineers and complete supporting tasks as assigned.

#### **Project Management**

As a Project Management Assistant:

- pair with our top senior project managers and complete supporting tasks as assigned.

#### **IT**

- pair with our top senior project managers and complete supporting tasks as assigned, such as subversion services, and test servers for mobile device feed testing.

Typically, you will be assigned to learn and complete tasks from a variety of departments.

## Schedule B

### **Confidentiality and Assignment of Inventions Agreement**

The purpose of this Schedule is to confirm and record the terms of the agreement (the “Confidentiality and Assignment Agreement”) between the Employee and the Corporation concerning the terms on which the Employee will (i) receive from and disclose to the Corporation proprietary and confidential information; (ii) agree to keep the information confidential, to protect it from disclosure and to use it only in accordance with the terms of this Confidentiality and Assignment Agreement; and (iii) assign to the Corporation all rights, including any ownership interest which may arise in all inventions and intellectual property developed or disclosed by the Employee during the Employee’s involvement in any capacity, with the Corporation.

#### **1. INTERPRETATION**

a **Definitions.** In this Confidentiality and Assignment Agreement:

- i. The “**Business of the Corporation**” is dynamic, and is currently contract software programming with a focus on the Macintosh operating system. The Business of the Corporation also includes any business in which the Corporation may from time to time be engaged.
- ii. “**Confidential Information**”, subject to the exemptions set out in Section 27.g, shall mean any non-public information relating to the Corporation and/or the Business of the Corporation, whether in written, graphic, oral, physical or electronic form, and whether or not conceived, originated, discovered or developed in whole or in part by the Employee including without limitation:
  - (1) technical information, techniques, computer programs (including source code and object code), devices, concepts, unpublished Inventions, trade secrets, discoveries, ideas, know-how, designs, methods, processes and proprietary rights thereto in the nature of copyrights, patents, trade-marks, licences and industrial designs;
  - (2) information relating to the Business of the Corporation including financial, marketing, sales, personnel, commercial information and strategies, customer lists and new products;
  - (3) information received by the Corporation from third parties subject to an obligation of confidentiality; and
  - (4) all analyses, compilations, notes, reports or other documents and writings prepared or derived therefrom, and unique combinations of separate items that may or may not be generally known.

- iii. **“Inventions”** means any and all inventions, discoveries, developments, know-how, improvements, techniques, systems, methods, computer programs, products, processes, algorithms, concepts, formulas, patents and patent applications, ideas, writings, trade names, business names, logos, design marks or other proprietary marks, whether or not patentable and whether or not reduced to practice, and all improvements, modifications, derivative works from, other rights in and claims related to, any of the foregoing, including any inventions and patents issued or derived from any of the aforementioned, and any divisionals, continuations, continuations-in-part, re-issues or re-examinations claiming priority to any of the aforementioned patent applications and patents, coming within the scope of the Business of the Corporation, or made, or conceived or developed by the Employee while in the employ of Corporation, whether or not, conceived or made or developed during regular working hours, or whether or not the Employee was specifically instructed to make or develop the same, or whether or not the Corporation’s resources are used or Corporation’s Intellectual Property Rights are used.
- iv. **“Intellectual Property Rights”** means any and all rights of any nature anywhere in the world, whether registered, registrable or otherwise, including all common law and equitable rights, under patent law, copyright law, data protection law, industrial designs and designs law, moral rights law, privacy law, publicity law, trade secrecy law, trade mark law, unfair competition or unfair trade law, and similar laws.
- v. **“Work Product”** means Intellectual Property Rights to: (i) trade-marks, service marks, brand names, trade dress, assumed names, trade names, slogans, uniform resource locators (URLs), domain names, logos and other indications of source, sponsorship or affiliation, together with all associated goodwill (whether the foregoing are registered, unregistered or the subject of a pending application for registration); (ii) Inventions; (iii) Confidential Information and trade secrets; (iv) artistic, audiovisual; cinematographic, dramatic, literary, musical, performance and scientific works, and other works of authorship, whether subject to copyright protection or not, in any jurisdiction; (v) Derivative Works which shall mean works based upon one or more pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which a work may be recast, transformed, translated or otherwise adapted, resulting from any work performed by the Employee, alone or with others, for the Corporation. Any Work Product relating to the Business of the Corporation that is conceived, developed, used, sold, exploited, or reduced to practice by the Employee or with the Employee’s aid within 6 months after the end of the Employee’s Active Employment with the Corporation will be considered Work Product. As a matter of record, the Employee hereby represents that prior to the Employee’s involvement with the Corporation the Employee did not invent or co-invent any Inventions relating to the Business of the Corporation.

## 2. CONFIDENTIALITY

- a **Obligation of Confidentiality.** Except as set out in this Confidentiality and Assignment Agreement, the Employee will keep strictly confidential all Confidential Information and all other information belonging to the Corporation that the Employee creates, receives, observes or is informed of, directly or indirectly, in connection with the Employee's involvement, in any capacity, with the Corporation.
- b **Fiduciary Capacity.** The Employee will be and act toward the Corporation as a fiduciary in respect of the Confidential Information.
- c **Non-disclosure and Non-Use.** Unless the Corporation first gives the Employee written permission to do so under Section g of this Confidentiality and Assignment Agreement, the Employee will not at any time, either during or after the Employee's involvement in any capacity with the Corporation;
  - i. use any Confidential Information or the Employee's recollections thereof for any purpose whatsoever except as necessary for the performance of the Employee's work for the Corporation;
  - ii. disclose or cause to be disclosed Confidential Information or the Employee's recollections thereof to any person other than to the employees, directors, officers, bankers, legal and financial advisors of the Corporation who have a need to know such Confidential Information in the performance of their work for the Corporation and who are bound by obligations of confidentiality; or
  - iii. copy, reproduce, translate or adapt, or cause to be copied, reproduced, translated or adapted any Confidential Information except as necessary for the performance of the Employee's work for the Corporation.
- d **Taking Precautions.** The Employee will take all reasonable precautions necessary or prudent to prevent material in the Employee's possession or control that contains or refers to Confidential Information from being destroyed, lost, or discovered, used, intercepted or copied by third parties.
- e **Ownership of Confidential Information.** As between the Employee and the Corporation, the Corporation owns all right, title and interest in and to the Confidential Information, whether or not created, developed or prepared by the Employee and all materials containing Confidential Information in any media.
- f **Return of Confidential Information.** Upon request of the Corporation, the Employee shall promptly cease to use the Confidential Information and return to the Corporation all materials containing Confidential Information in any media in the Employee's possession or control, whether furnished by the Corporation or others to the Employee, prepared by the Employee, or

otherwise belonging to the Corporation. Should the Corporation not so request, the Employee shall, within thirty (30) days of the end of the Employee's Active Employment with the Corporation, cease to use the Confidential Information and return all materials containing the Confidential Information to the Corporation.

g **Exemptions.** The Employee's obligation of confidentiality under this Confidentiality and Assignment Agreement will not apply to any information:

- i. already known to the Employee, though not due to a prior disclosure by the Corporation or by a person who obtained knowledge of the information, directly or indirectly, from the Corporation;
- ii. disclosed to the Employee by a third party with a valid right to disclose it, provided said third party is not under an obligation of confidentiality, directly or indirectly, with the Corporation;
- iii. disclosed by the Employee with the prior written approval of the Corporation;
- iv. published or available to the general public otherwise than through a breach of this Confidentiality and Assignment Agreement or another agreement of confidentiality with the Corporation; and
- v. the Employee is obligated by law to disclose in connection with any legal or administrative proceeding, to the extent of such obligation, provided that:
  - (1) in the event that the Employee is required to disclose such information or material, then, as soon as the Employee becomes aware of this obligation to disclose, the Employee will provide the Corporation with prompt written notice so that the Corporation may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Confidentiality and Assignment Agreement;
  - (2) if the Corporation agrees that the disclosure is required by law, it will give the Employee written authorization to disclose the information for the required purposes only;
  - (3) if the Corporation does not agree that the disclosure is required by law, this Confidentiality and Assignment Agreement will continue to apply, except to the extent that a court of competent jurisdiction orders otherwise; and

- (4) if a protective order or other remedy is not obtained or if compliance with this Confidentiality and Assignment Agreement is waived, the Employee will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain confidential treatment of such Confidential Information.
- h **No License.** The Employee is not granted a license or other rights to any of the Confidential Information except as expressly set out in this Confidentiality and Assignment Agreement.

### 3. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- a **Disclosure.** The Employee agrees to promptly and fully inform the Corporation of the Employee's Work Product, whether or not patentable or otherwise registrable, throughout the course the Employee's involvement, in any capacity, with the Corporation and for a period of 6 months after the end of such active involvement, whether or not developed before or after the execution of this Confidentiality and Assignment Agreement. On the Employee ceasing to be actively involved with the Corporation for any reason whatsoever and for a period of 6 months following such involvement, the Employee shall immediately deliver up to the Corporation all of the Employee's Work Product and not retain any Work Product in any form whatsoever.
- b **Assignment of Rights.** The Employee acknowledges that the Intellectual Property Rights to the Employee's Work Product shall be owned by the Corporation. The Employee will assign, and does hereby assign, to the Corporation or, at the option of the Corporation, to the Corporation's designee, without further consideration, the Employee's entire right, title and interest in and to all of the Employee's Work Product and all other rights and interests of a proprietary nature in and associated with the Employee's Work Product throughout the world, including, without limitation, all patents, patent applications, trademarks, trademark applications, copyrights filed and other applications filed and registrations granted thereon, free and clear of all liens and encumbrances. To the extent that the Employee retains or acquires legal title to any such rights and interests, the Employee hereby declares and confirms that such legal title is and will be held by the Employee only as trustee and agent for the Corporation. The Employee agrees that the Corporation's rights hereunder shall attach to all of the Employee's Work Product, notwithstanding that it may be perfected or reduced to specific form after the Employee's employment relationship with the Corporation has been terminated. The Employee further agrees to maintain adequate and current written records on all of the Employee's Work Product which shall also remain the sole property of the Corporation.
- c **Moral Rights.** Without limiting the foregoing, the Employee irrevocably waives any and all moral rights arising under the *Copyright Act* (Canada), as amended, or any successor legislation of similar force and effect or similar legislation in other applicable jurisdictions or at common law that the Employee may have with respect to the Employee's Work Product, and agrees never to assert any moral rights which the Employee may have with respect to the Employee's Work Product, including, without limitation, the right to the integrity of such Work Product, the right to



be associated with the Work Product, the right to restrain or claim damages for any distortion, mutilation or other modification or enhancement of the Work Product and the right to restrain the use or reproduction of the Work Product in any context and in connection with any product, service, cause or institution, and the Employee further confirms that the Corporation may use or alter any such Work Product as the Corporation sees fits in its absolute discretion.

- d **Shop Rights and License.** In the event that the Employee has or acquires rights to any Employee Work Product, the Employee agrees to grant and hereby grants to the Corporation an irrevocable, perpetual rights, without limitation, to the use and exploitation of the Work Product for the Corporation's purposes. The Employee waives any and all moral rights to any such use by the Corporation.
- e **Goodwill.** The Employee hereby agrees that all goodwill the Employee has established or may establish with clients, customers, suppliers, principals, shareholders, investors, collaborators, strategic partners, licensees, contacts or prospects of the Corporation relating to the business or affairs of the Corporation (or of its partners, subsidiaries or affiliates), both before and after the Effective Date, shall, as between the Employee and the Corporation, be and remain the property of the Corporation exclusively, for the Corporation to use, alter, vary, adapt and exploit as the Corporation shall determine in its discretion.
- f **Assistance with Proceedings.** In the event any Work Product shall be deemed by the Corporation to be copyrightable or patentable or otherwise registrable, the Employee will assist the Corporation in obtaining and maintaining letters patent or other applicable registrations and in vesting the Corporation or the Corporation's designee with full title to same (the Corporation will reimburse the Employee for the Employee's reasonable out-of-pocket expenses in providing such assistance). The Employee will sign whatever documents are necessary to give effect to this commitment. Should the Corporation be unable to secure the Employee's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Invention, due to the Employee's incapacity or any other cause, the Employee hereby irrevocably designates and appoints the Corporation and each of its duly authorized officers and agents as the Employee agent and attorney-in-fact with full power of substitution to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protection with the same force and effect as if executed and delivered by the Employee.

**Further Assistance with Proceedings.** The Employee further agrees to reasonably assist the Corporation during the Employee's involvement with the Corporation and thereafter, at the Corporation's request and reasonable expense, in connection with any defence to an allegation of infringement of another person's intellectual property rights, a claim of invalidity of another person's intellectual property rights, opposition to, or intervention regarding, an application for letters patent, copyright or trademark or other proceedings relating to intellectual property or applications for registration thereof.

#### 4. GENERAL

- a **Term and Duration of Obligation.** This Confidentiality and Assignment Agreement is effective as of and from the Effective Date of the Employment Agreement and, except as otherwise agreed in a written instrument signed by the Corporation, shall survive the termination of the Employee's employment the Corporation.
- b **Publicity.** The Employee shall not, without the prior written consent of the Corporation, make or give any public announcements, press releases or statements to the public or the press regarding the Employee's Work Product or any Confidential Information.
- c **Severability.** If any covenant or provision of this Confidentiality and Assignment Agreement or of a section of this Confidentiality and Assignment Agreement is determined by a court of competent jurisdiction to be void or unenforceable in whole or in part, then such void or unenforceable covenant or provision shall not affect or impair the enforceability or validity of the balance of the section or any other covenant or provision.
- d **Time of Essence/No Waiver.** Time is of the essence hereof and no waiver, delay, indulgence, or failure to act by the Corporation regarding any particular default or omission by the Employee shall affect or impair any of the Corporation's rights or remedies regarding that or any subsequent default or omission that is not expressly waived in writing, and in all events time shall continue to be of the essence without the necessity of specific reinstatement.

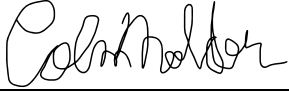
- e **Further Assurances.** The Employee will execute and deliver to the Corporation such further and other instruments and assurances and do such further acts as may be required to give effect to this Confidentiality and Assignment Agreement.

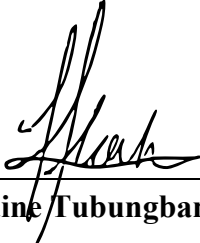
IN WITNESS WHEREOF the parties have entered into this Agreement on this \_\_\_ day of December, 2020.

**ATIMI SOFTWARE INC.**

by its authorized signatory:

\_\_\_\_\_  
**Ashley Whitehead**  
QA Director

  
\_\_\_\_\_  
Signature of Witness )  
\_\_\_\_\_  
Colm Molder )  
\_\_\_\_\_  
Name )  
\_\_\_\_\_  
1277 Newlands Rd )  
\_\_\_\_\_  
Address )  
\_\_\_\_\_  
V0E 2S1, Revelstoke, British Columbia )  
\_\_\_\_\_  
Student )  
\_\_\_\_\_  
Occupation )

  
\_\_\_\_\_  
**Blaine Tubungbanua**