

PROPRIETARY INFORMATION AGREEMENT

This Proprietary Information Agreement (the “Agreement”) is by and between Subject Well, Inc., on behalf of itself, its subsidiaries and affiliates (“SubjectWell”) and the individual identified below (“Employee”). SubjectWell and Employee agree as follows:

1. At Will Employment. This is not an employment contract. Employee understands that his/her employment with SubjectWell is and will always be “at will” and nothing set forth in this Agreement or otherwise shall prevent or limit Employee’s right to terminate his/her employment at any time with or without notice, and SubjectWell may terminate Employee’s employment at any time and for any reason without notice.

2. Proprietary Information Protection. Employee understands that his/her work as an employee of SubjectWell will involve access to and creation of confidential information (including trade secrets) and Proprietary Information (as defined below). Employee agrees to keep all Proprietary Information in trust for the benefit of SubjectWell. Employee will never use or disclose any Proprietary Information, except as required to accomplish his/her employment duties to SubjectWell. Employee understands that this prohibition on use or disclosure prevents him/her from discussing Proprietary Information, even in general terms, with persons outside of SubjectWell.

“Proprietary Information” means information, ideas, and materials of or about SubjectWell, students, employees, client companies, or others with whom SubjectWell conducts business. Proprietary Information that is not generally known to the software industry or the public, is confidential, and Employee agrees to exercise diligence at all times to maintain the confidentiality of all confidential Proprietary Information and not disclose confidential Proprietary Information. Employee understands that Employee’s obligation to keep confidential Proprietary Information strictly confidential shall survive the termination of Employee’s employment and/or this Agreement.

Proprietary Information includes, without limitation, information, ideas or materials of a technical nature such as research and development results, software design and specifications, source and object code, training and training materials, invention disclosures, patent applications, and other materials and concepts relating to products and processes. Proprietary Information also includes information, ideas, or materials of a business nature such as non-public financial information, information relating to profits, costs, marketing, strategy, purchasing, sales, customers, suppliers, pricing, bidding, customer information, contract terms, employees, salaries, product development plans, business and financial plans and forecasts, student information, client company information, marketing and sales plans and forecasts, any nonpublic internal functionality, algorithms, design parameters, and other proprietary features of SubjectWell’s current and anticipated research efforts.

3. Proprietary Information Disclosure. SubjectWell hereby agrees to disclose to Employee certain Proprietary Information relevant to Employee’s role at SubjectWell where he/she is employed in conjunction with Employee’s employment and training. The content and breadth of the Proprietary Information provided by SubjectWell to Employee will be determined by SubjectWell in its sole discretion. Subject to Employee’s obligation to maintain the confidentiality of the Proprietary Information as set forth above, SubjectWell agrees to continue to provide Employee with such Proprietary Information for a period ending upon the later of the following events: (i)

termination of Employee’s employment at SubjectWell; or (ii) thirty (30) days from the effective date of this Agreement. SubjectWell will have no obligation to provide Employee with Proprietary Information if Employee has breached this Agreement or any other agreement with SubjectWell. If Employee believes that he/she has not been promptly provided with any Proprietary Information as described herein, he/she shall immediately provide written notice of such to SubjectWell.

4. Innovations. Employee will promptly and fully disclose to SubjectWell all ideas, inventions, discoveries, creations, designs, materials, works of authorship, trademarks, and other technology and rights (and any related improvements or modifications thereof), whether patentable or not, copyrightable or not, or otherwise protectable or not under any form of legal protection afforded to intellectual property that relate to any current or reasonably anticipated activities of SubjectWell or customers thereof of which Employee is aware or becomes aware, whether conceived or developed by Employee alone or with others, during (i) the term of Employee’s employment, whether or not conceived during regular business hours, and (ii) within one year after termination of Employee’s employment if based on Proprietary Information (collectively, “Innovations”).

Subject to the following paragraph, such Innovations shall be the sole property of SubjectWell. To the extent possible, such Innovations shall each be considered a “Work Made For Hire” by Employee for SubjectWell within the meaning of the U.S. Copyright Act. To the extent the Innovations may not be considered a Work Made For Hire, Employee agrees to assign, and automatically assign to SubjectWell at the time of creation of the Innovations, without additional consideration, any and all right, title, or interest Employee may have in such Innovations. Employee will (whether during or after Employee’s employment by SubjectWell) execute such written instruments and do other such acts as may be necessary in the opinion of SubjectWell to obtain a patent, register a copyright, or otherwise protect or enforce SubjectWell’s rights in such Innovations. Employee hereby irrevocably appoints SubjectWell and any of its officers as Employee’s attorney-in-fact to undertake such acts in Employee’s name. Employee will allow SubjectWell to inspect any Innovations Employee conceives or develops within one year after termination of Employee’s employment to determine if they are based on Proprietary Information.

Notwithstanding the foregoing paragraph, SubjectWell shall not own and the assignment obligation shall not apply to Innovations which are conceived or developed entirely on Employee’s own time and for which Employee does not use any equipment, supplies, facilities, or Proprietary Information of SubjectWell or customers, if such Innovations (i) do not relate to the current and reasonably anticipated business or research and development efforts of SubjectWell, or customers thereof, and (ii) do not result from any work performed by Employee (alone or with others) for SubjectWell.

5. Business Relationships. Employee will, to the best of Employee’s ability, devote their full professional and business time and best efforts to the performance of duties for SubjectWell and its subsidiaries and affiliates. During the Employee’s employment, Employee will not undertake or engage in any other employment, occupation or business enterprise, without SubjectWell’s prior written consent. Employee acknowledges that SubjectWell’s relationships with its employees, customers, and vendors are valuable business assets. Employee agree that,

during Employee's employment and for one (1) year thereafter, Employee will not (for Employee's benefit or for any third party) divert or attempt to divert from SubjectWell any business, employee, customer or vendor, through solicitation or otherwise.

6. Competing Businesses. In consideration for SubjectWell's promise (as set forth above) to provide Employee with the Proprietary Information, Employee agrees that during Employee's employment with SubjectWell and for a period of twelve (12) months following termination of Employee's employment with SubjectWell, on Employee's own behalf or as a partner, member, manager, trustee, officer, director, employee, agent, consultant, stockholder or similar position (other than as the holder of 1% or less of the voting capital stock of any corporation with a class of equity securities registered under Section 12(b) or 12(g) of the Securities Exchange Act of 1934, as amended), although Employee may be employed in any geographic region, Employee will NOT anywhere in the world (except where prohibited by applicable law):

(a) attempt in any manner to solicit from any of the clients or customers of SubjectWell with which Employee was engaged, business of the type performed by Employee for SubjectWell or to persuade any client or customer of SubjectWell to cease to do business or to reduce the amount of business which any such client or customer has customarily done or actively contemplates doing with SubjectWell. For purposes of this section, "customer" shall include any company or business entity that SubjectWell sells goods or services to or that Employee had contact with or performed services for during the term of this Agreement; and/or

(b) engage in any activity, including consulting, employment, or other provision of services, for a competitor of SubjectWell which, by reason of the nature and responsibilities of such activity or employment, would likely result in a violation of the terms and conditions of this Agreement. Specifically, but without limiting the foregoing, Employee shall not directly or indirectly engage in competition with SubjectWell by: (i) providing services to or for a competitor of SubjectWell which are essentially the same as those provided by Employee to SubjectWell; or (ii) developing or assisting a competitor(s) of SubjectWell to develop technology, including software, which is similar to or derived from technology of SubjectWell which Employee developed or had access to, in whole or in part.

Notwithstanding the expiration of such twelve (12) month period, Employee acknowledges that Employee's obligations to protect SubjectWell Proprietary Information shall continue in perpetuity and that SubjectWell has granted Employee absolutely no license under any of its intellectual property, including any and all issued patents, outside of the scope of Employee's employment with SubjectWell.

If, in any judicial proceeding, the court shall refuse to enforce any of the separate covenants contained in the preceding paragraphs because the time limit is too long or because they are more extensive than necessary to protect the business and goodwill of SubjectWell, it is understood and agreed that for purposes of such proceeding such time limitation and areas of enforcement shall be reformed to the extent necessary to permit enforcement of such covenants.

7. Return of SubjectWell Property. On termination of Employee's employment with SubjectWell, or at any time SubjectWell so requests, Employee will deliver immediately to SubjectWell all property belonging to SubjectWell and all material containing Proprietary Information regardless of the storage media type including, but not limited to, notebooks,

notes, memoranda, records, diagrams, blueprints, bulletins, formulas, reports, computer programs and documentation, other data, customer lists, accounts of customers, any other records relating to customers, and memorializations of any kind coming into Employee's possession or kept by Employee in connection with Employee's employment including any copies, in Employee's possession, whether prepared by Employee or others.

8. Proprietary Information of Former Employers. Employee will not disclose to SubjectWell or induce SubjectWell to use any confidential (including trade secrets) or proprietary information or materials in violation of the rights of any of Employee's former employer(s) or other third parties. To the extent that Employee has such information or materials, Employee acknowledges having received notice that SubjectWell does not want Employee to disclose such information or materials to SubjectWell, nor does SubjectWell want Employee to use such information or materials in any work that Employee may perform for SubjectWell. Employee will comply with SubjectWell's expectations in this regard.

9. Reserved Rights and License. Employee has listed on the attached Exhibit "A" a detailed description of all Innovations developed or conceived by Employee, patented or unpatented and, to the extent that Employee possesses proprietary rights therein, Employee wishes to have such proprietary rights excluded from this Agreement. If there is no such list, Employee represents that there are no such items to be excluded.

In the event that Employee incorporates, uses, or otherwise employs ("Use") any Innovations in which Employee possesses any proprietary rights to develop or modify any work (including any interim versions thereof and whether for internal and/or customer use) of or for SubjectWell, Employee hereby grants to SubjectWell, a perpetual, irrevocable, royalty free, worldwide, nonexclusive license to make, have made, perform, display, use, practice, sell, sublicense, reproduce, distribute, prepare derivative works, and otherwise exploit such proprietary rights as if SubjectWell was the owner thereof.

10. Conflicting Agreement. Employee represents that there are no other contracts to assign Innovations now in existence between Employee and any other corporation or other third party, unless Employee has so indicated on Exhibit "A" and unless a copy of any such contract is attached hereto.

11. Standard Policies. Employee agree to comply with standard, published SubjectWell policies and procedures as set forth in employee manuals, SubjectWell's Code of Business Conduct and Ethics, SubjectWell bulletins, and other SubjectWell communications which may all be modified from time to time at the sole discretion of SubjectWell. In the event of any inconsistencies, the terms of this Agreement shall govern unless otherwise stated.

12. Termination Assurances. Employee will, upon termination of Employee's employment with SubjectWell or upon SubjectWell's request, reaffirm Employee's recognition of the importance of maintaining the confidentiality of SubjectWell's Proprietary Information and reaffirm all of the obligations set forth in this Agreement.

13. Choice of Law; Remedies. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of the conflict of laws provisions thereof. SubjectWell and Employee agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in Travis County, Texas. Employee acknowledges

that breach of Employee's nondisclosure obligations under this Agreement would cause irreparable damage to SubjectWell and agrees that, in addition to other remedies, SubjectWell is entitled to a temporary restraining order, an injunction, or other equitable relief to prevent any such breach.

14. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be reformed to the minimum extent necessary to be valid and enforceable, and the validity or enforceability of the other provisions shall not be affected.

15. Successors. This Agreement inures to the benefit of successors and assigns of SubjectWell and is binding on Employee's heirs and legal representatives.

16. Arbitration. Employee agrees that, except as otherwise provided herein or prohibited by law, disputes arising from Employee's employment with Employer will be resolved through binding arbitration. Included within this arbitration provision are claims under Title VII of THE CIVIL RIGHTS ACT OF 1964, the TEXAS COMMISSION ON HUMAN RIGHTS ACT, the AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, the AMERICANS WITH DISABILITIES ACT, any state or local law prohibiting discrimination in employment, THE EMPLOYEE POLYGRAPH PROTECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE FAMILY AND MEDICAL LEAVE ACT, any federal civil rights act, as well as claims for retaliation for filing a wage claim or a worker's compensation claim, wrongful failure or refusal to hire or promote, wrongful termination, breach of contract, slander, libel, invasion of privacy, intentional infliction of emotional distress, tortious interference with contractual or other relations,

assault, or any other cause of action. This provision applies to complaints concerning hiring, discharge, promotion, transfer, lay-off, wages, harassment, retaliation, work assignments, reasonable accommodations required by law, breach of contract, or any other term or condition of employment. These provisions apply to claims whether made against SubjectWell, or against any of its client companies, agents, representatives and/or employees. This agreement to arbitrate does not apply to claims for worker's compensation or unemployment benefits. Arbitration is governed by the FEDERAL ARBITRATION ACT, () V.S.C. §§1-16. If for any reason these arbitration provisions are deemed by a court to not be enforceable under the federal act, they will be enforced under THE TEXAS GENERAL ARBITRATION ACT. Arbitration shall be conducted in Austin, Texas and Texas law shall apply without regard to the conflict of laws provisions of any state or jurisdiction.

17. Survival. This Agreement survives termination of Employee's employment with SubjectWell.

18. General. This Agreement supersedes and replaces any existing agreement entered into by Employee and SubjectWell relating generally to the same subject matter. This Agreement including, but not limited to the At Will Employment provisions, shall not be modified except by a written instrument signed by Employee and any of the following SubjectWell representatives, the Chief Executive Officer, the Vice President of Human Resources or the General Counsel.

19. Counsel. Employee understands that Employee may have independent legal counsel review this Agreement, at Employee's own expense, on Employee's behalf prior to execution.

EACH PARTY HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT. BY SIGNING THIS DOCUMENT, SUBJECTWELL AND EMPLOYEE AGREE TO BE BOUND BY ALL OF ITS TERMS.

Employee Signature: Shannon Wolf
 Name: Shannon Wolf

Subject Well, Inc.

By: _____

Name: Ivor Clarke
 Title: Chief Executive Officer


