



Timeless Veterinary Systems Inc.
614 North River Road, Unit B
Charlottetown PEI
Canada C1E 1K2

Timeless Veterinary Systems Inc.

Agreement Relating to Intellectual Property and Confidentiality

In consideration of my employment by Timeless Veterinary Systems Inc. (hereinafter called "the Company"), I agree to the following:

1. I am under no obligation to anyone, including a former employer, which is an impediment to my entering into this Agreement or which imposes any restrictions on the activities or duties which may be assigned to me from time to time by the Company.
2. I hereby assign to and waive in favor of the Company all my rights in and to all inventions, discoveries, improvements, designs, know-how, technical or commercial information, computer programs in any form, written materials, data bases, integrated circuit topologies, plans, diagrams, drawings, models, and other items, which I may conceive, develop or reduce to practice during the period of my employment with the Company and which:
 - a. Relate, directly or indirectly, to the Company's present or reasonably foreseeable business or research or development; or
 - b. Result from any work performed by me for the Company; or
 - c. Are created or made using any equipment, supplies, facilities, resources, or Confidential Information of the Company.Whether or not they are made during or after working hours, on or off the Company's premises, or alone or with others.
3. I shall make prompt and full disclosure to the Company of any of the things covered in paragraph. 2. During and subsequent to my employment, I shall sign documents, and provide such assistance, as may be required by the Company to obtain, maintain, enforce, protect or grant any rights which I have assigned to or waived in favor of the Company and which the Company may desire in respect of such things in all countries of the world.
4. I shall not (except as expressly permitted by the Company in writing) at any time during and subsequent to my employment with the Company:
 - a. Disclose, or authorize the disclosure, to anyone other than authorized officers or employees of the Company; or
 - b. Use for non-Company purposes or other non-permitted purposes.Any of the Company's Confidential Information or any other information disclosed to the Company by a third party in circumstances which oblige the Company to protect such information from unauthorized use and/or disclosure.
5. "Confidential Information" for the purposes of this Agreement shall mean all information, including trade secrets, formulas, patterns, compilations, programs, devices, methods, techniques, or processes, of a business, planning, marketing, scientific, technical or other nature, that derives actual or potential value from not being generally known, or readily ascertainable.
6. I shall keep on the Company's premises (except when required elsewhere in connection with the conduct of the Company's business) and shall deliver to the Company upon termination of my employment, all things including models, circuits, instructions, drawings, notes, files, memoranda, or other writings, software programs in source code or object code form, and magnetically or

electronically stored information, which embody or contain any of the rights or information described in paragraph 2 and 4 above. I further agree not to make or retain any copy, duplication, facsimile, reproduction or replication of the foregoing.

7. This Agreement shall supersede any and all previous oral or written communications, discussions, or agreements between me and the Company relating to the general subject matter addressed herein.
8. I shall at any time during and subsequent to my employment with the Company reaffirm this agreement or execute such further or other agreements with respect to the general subject matter addressed herein as the Company, or an affiliate company (being the Company's direct and indirect subsidiaries and parent companies) may from time to time require.
9. In the event that my employment by the Company is succeeded by employment with an affiliate company, the terms of this Agreement apply until an agreement relating to this subject matter is signed with the affiliate company, and if I do not execute an agreement with such affiliate company relating to this subject matter, terms identical to those set forth in this Agreement shall apply immediately in favor of such affiliate company upon commencement of my employment and until such an agreement is executed with such affiliate company.

AGREED this 12th Day of May 2021

I accept employment on the terms set out in this Agreement Relating to Intellectual Property and Confidentiality.

Name: (Please Print) Gaurang Patel

Signature: 

Signed for and on behalf of: The Company.

Name: (Please Print) Kerry Loughlin, COO

Signature: _____