

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Petr Valentinovich Kuzmin	05/30/2007
RECEIVING PARTY DATA	
Name:	GEO EQUIPMENT MANUFACTURING LTD.
Street Address:	30 Industrial Pkwy. S.
City:	Aurora, Ontario
State/Country:	CANADA
Postal Code:	L4G 3W2
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12645915
CORRESPONDENCE DATA	
Fax Number:	2026590105
Phone:	202-659-0100
Email:	kazusa.matsumoto@novakdruce.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	NOVAK DRUCE + QUIGG LLP
Address Line 1:	300 NEW JERSEY AVENUE, NW
Address Line 2:	FIFTH FLOOR
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20001
ATTORNEY DOCKET NUMBER:	18196.0012.US0000
NAME OF SUBMITTER:	Thomas A. Corrado
Total Attachments: 12 source=Employment4_Agreement_Kuzmin#page1.tif source=Employment4_Agreement_Kuzmin#page2.tif source=Employment4_Agreement_Kuzmin#page3.tif	

OP \$40.00 12645915

source=Employment4\_Agreement\_Kuzmin#page4.tif  
source=Employment4\_Agreement\_Kuzmin#page5.tif  
source=Employment4\_Agreement\_Kuzmin#page6.tif  
source=Employment4\_Agreement\_Kuzmin#page7.tif  
source=Employment4\_Agreement\_Kuzmin#page8.tif  
source=Employment4\_Agreement\_Kuzmin#page9.tif  
source=Employment4\_Agreement\_Kuzmin#page10.tif  
source=Employment4\_Agreement\_Kuzmin#page11.tif  
source=Employment4\_Agreement\_Kuzmin#page12.tif

# Geo Equipment Manufacturing Ltd

30 Industrial Pkwy S, Aurora, ON, L4G3W2 Phone: (905) 841-5004, Fax: (905) 841-0611

## EMPLOYMENT AGREEMENT SALARIED EMPLOYEES

THIS EMPLOYMENT AGREEMENT made as of the 30th day of May 2007, between **GEO EQUIPMENT MANUFACTURING LTD.** (the "Company") and Petr Kuzmin of the City of Aurora, Ontario (the "Employee") in the position of Chief Researcher.

### WHEREAS:

1. The Company is engaged in developing technology for and providing airborne geophysical surveys worldwide;
2. The Company and the Employee have agreed to enter into an employment relationship for their mutual benefit;

THIS AGREEMENT witnesses that the parties have agreed that the terms and conditions of the relationship shall be as follows:

### 1. TERM OF THE AGREEMENT

The appointment shall commence with effect from May 30, 2007, and shall continue until terminated in accordance with the provisions of this agreement.

### 2. DUTIES AND SERVICE OF THE EMPLOYEE

(1) The Employee agrees to diligently perform such duties and responsibilities as may be fixed and assigned to him from time to time by the officers of the Company, with a standard of care, diligence and quality that is commensurate with industry practice in Canada, and the Employee hereby agrees to devote his/her full time, ability and attention to the business of the Company during the term of his/her employment with the Company and faithfully serve the Company and use best efforts to promote the interests and welfare of the Company.

(2) The Employee, throughout the term of his appointment, shall not, without the consent in writing of the Management of the Company undertake any other business or occupation or become a director, officer, employee or agent of any other company, firm or individual.

(3) The Employee shall well and faithfully serve the Company and its subsidiaries and use his or her best efforts to promote the interests thereof and shall not disclose the private affairs of the Company and its subsidiaries to any person other than the Management of the Company or for any purpose other than those of the Company.

### **3. COMPENSATION**

The fixed remuneration of the Employee for his/her services shall be not less than per year.

### **4. BENEFITS AND REIMBURSEMENT FOR EXPENSES**

(1) Employee will be eligible for benefits provided by the Company as set forth in the Benefits Booklet provided by the Insurance Carrier. The Company reserves the right to amend, revise, or terminate such benefits at its sole discretion.

(2) It is understood and agreed that the Employee will incur expenses in connection with his or her duties under this agreement. The Company will reimburse the Employee for any expenses provided that the Employee provides the Company with an itemized written account and receipts acceptable to the Company within 60 working days after they have been incurred. The Employee will not be reimbursed for any item unless approved in writing in advance by the Supervisor or Manager.

### **5. VACATION**

The Employee shall be entitled during each year to 2 weeks' paid vacation after the completion of one full year of employment. Vacation shall be taken at times mutually convenient to the Company and to the Employee, but the Company reserves the right to schedule the Employee's vacation. Any unused annual vacation time may not be carried forward for the use in any subsequent year during the term of this agreement unless specifically agreed to in writing by the Company.

### **6. NO CONFLICTING OBLIGATIONS**

(1) The Employee represents and warrants that neither entering into this Agreement nor performance of this Agreement or Employee's anticipated roles and responsibilities has resulted in or may result in a breach by Employee of any agreement, duty or other obligation with or to any Person (as defined below), including, without limitation, any agreement, duty or obligation not to compete with any Person, to hold in confidence the confidential or proprietary information of any Person or to refrain from the unauthorized use of such information or any materials. Employee further represents and warrants that there exists no agreement, duty or other obligation binding upon Employee that conflicts with Employee's obligations under this Agreement or that does or could conflict with or impede Employee's ability to perform Employee's anticipated roles and responsibilities.

(2) For the purposes of this Agreement, "Person" means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or other entity however designated or constituted.

## 7. NON-DISCLOSURE AND PROTECTION OF CONFIDENTIAL INFORMATION

(1) Employee acknowledges that during the course of Employee's employment Employee may learn, become aware of, develop or have access to trade secrets and proprietary or confidential information, materials, knowledge and data of Company, its customers and other third parties with whom Company deals, whether disclosed or made available in writing, electronically, orally, visually or otherwise (collectively, "Confidential Information"). Employee agrees to hold all Confidential Information in trust and confidence for the benefit of Company, its customers or other applicable third parties so long as Employee is employed by Company and for all time thereafter. Employee shall not use, divulge, disclose or make accessible to any Person in any way, other than an employee or officer of Company, any Confidential Information, without the prior written consent of Company or as provided in this Agreement. Employee understands that it is vital to the interests of Company, its customers and other applicable third parties that Confidential Information not be used or disclosed except with the express knowledge and consent of Company or the applicable customer or third party. Confidential Information can only be used or shared in connection with Company business and, where applicable, on behalf of the customer or third party to whom the Confidential Information belongs, and only with those Company employees who need the Confidential Information to carry out their job functions. Employee shall at all times use a reasonable standard of care to prevent the unauthorized use, reproduction or disclosure of Confidential Information. Employee acknowledges that this Agreement shall not obligate Company to disclose any Confidential Information to Employee.

(2) Immediately upon termination of employment, regardless of reason and whether voluntary or involuntary, Employee shall deliver to Company all written, descriptive or tangible material or electronic media in Employee's possession constituting, embodying, containing, referencing, derived from or based on any Confidential Information or Work Product (as defined below), including, without limitation, all copies thereof, and any summaries, notes, analyses or abstracts of Confidential Information. Employee shall also destroy all copies of any of the foregoing in his personal computer or other personal electronic files or on any non-Company owned computer or non-Company owned electronic files on which the Employee may have stored such copies.

(3) Employee hereby acknowledges and agrees that he/she shall not acquire any rights in or to the Confidential Information or Work Product under this Agreement and that Confidential Information and Work Product are the exclusive property of Company, its customers or the applicable third party, as the case may be. Employee further acknowledges that the Confidential Information and Work Product have been developed at significant cost and have significant commercial value to Company, its customers or the applicable third party, as the case may be.

For purposes of this Section 7, Confidential Information includes, without limitation, information or materials in any medium (including, without limitation, any copies thereof) resulting directly or indirectly from services performed by Employee during the course of Employee's employment with Company, as well as all information or materials in any medium (including, without limitation, any copies thereof) of Company and/or Company's customers, suppliers, consultants, distributors or other business associates as well as subsidiaries, parents

and other affiliated companies of any of the foregoing. Examples of materials and information that constitute Confidential Information include, without limitation, (i) information or materials which in any respect encompass or relate to past, present or future research, development (including, without limitation, Work Product) or Intellectual Property (as defined below), (ii) employee lists and names, addresses and telephone numbers of employees of Company, (iii) customer or supplier lists, contact information of customers or suppliers and customer preferences or requirements, (iv) existing or contemplated engineering information, parts lists, designs, processes, survey data, software, services, specifications and plans and (v) sales and marketing strategies, business plans, financial information and statements, profit margins, pricing data, budgets and forecasts. However, Confidential Information does not include information that has become public knowledge, other than as a result of a breach by Employee of this Agreement or other fault of Employee.

## **8. INTELLECTUAL PROPERTY AND WORK PRODUCT**

(1) "Intellectual Property" as used in this Agreement means all intellectual or proprietary intangible property, protectable ideas, trade secrets, know-how or information or materials, howsoever created and wherever located, including, without limitation, the following (whether existing now or in the future and throughout the world): (i) trademarks, trade names, service marks, slogans or logos; (ii) copyrights (whether registered or unregistered), moral rights and other works of authorship; industrial designs; and patents and patent rights; as well as any improvements, enhancements, innovations, modifications, corrections, updates, upgrades, derivatives, revisions, translations, abridgements, condensations, expansions, transformations, or adaptations to or regarding any of the foregoing; (iii) mask works; and (iv) all applications for registration or registrations of any of the foregoing.

(2) "Work Product" as used in this Agreement means all information, materials or other items in any medium, including, without limitation, any Intellectual Property arising there from, that constitutes a direct or indirect result of work or services provided by Employee to Company or Employee's other activities on Company's behalf, whether such result is made solely by Employee or jointly with others. Work Product includes, without limitation, ideas, inventions, designs, software (in both object and source code), drawings, specifications, plans, documentation, reports, research, algorithms, solutions, requirements, architecture, techniques, know-how, methods, methodologies, tools, processes, business rules, templates, test cases and plans, test scripts, tapes, disks, code, notes, memoranda, data, prototypes and other original works of authorship, information or materials, whether tangible or intangible. Work Product also includes, without limitation, any improvements, enhancements, innovations, modifications, corrections, updates, upgrades, derivatives, revisions, translations, abridgements, condensations, expansions, transformations or adaptations to or regarding any of the foregoing. For the avoidance of doubt, any reference in this Agreement to Work Product includes, without limitation, all Intellectual Property arising there from or related thereto.

(3) Employee agrees that, in consideration of the obligations under this Agreement and any compensation or benefits provided by Company to Employee, Company shall be the exclusive owner of all Work Product, and Employee hereby quitclaims and irrevocably assigns to Company all right, title and interest howsoever arising in such Work Product. For clarification

purposes, this paragraph applies to any Work Product made during Employee's employment, and the obligations under this Section 8 shall be perpetual. Without limiting the foregoing, Employee agrees and acknowledges that Company may exploit Work Product in any way without any further action or consent of Employee and without any accounting or further compensation to Employee. Employee agrees and acknowledges that Company may in its discretion based on applicable legal principles determine whether Employee is or is not an inventor of any Intellectual Property. Any rights granted herein to Company in regard to any Work Product (including, without limitation, any Intellectual Property) may operate to the benefit of one or more customers of Company, as Company may direct. Employee hereby irrevocably waives any moral or similar rights in the Work Product and related Intellectual Property for the benefit of Company and its customers.

(4) Employee hereby agrees to give to Company or to any person or entity designated by Company (including, without limitation, Company's customers), all assistance reasonably required to protect or register any of its Intellectual Property, including, without limitation, (a) assistance in the preparation of any applications for registration or other protection for Work Product, (b) execution and delivery to Company or such other person or entity of any and all assignments, instruments and documents requested to evidence its ownership of such Intellectual Property or Work Product throughout the world, and (c) cooperation with Company or such other person or entity in obtaining, defending, and enforcing its rights therein. If Company requests Employee's assistance pursuant to this paragraph after the termination of Employee's employment, Company shall pay Employee reasonable per diem compensation for such assistance.

(5) Employee represents and warrants that any Work Product made, created or developed for Company shall be original. Without limiting Company's ownership rights under this Agreement, Employee agrees to grant and hereby grants to Company an irrevocable, nonexclusive, fully paid-up, license to copy, republish, use and disclose any material that is not Confidential Information published by Employee with the prior written consent of Company. Company may, at any time, publish the results of any work performed by Employee for Company, its customers, suppliers or consultants, as well as subsidiaries, parents and other affiliated companies of any of the foregoing.

(6) Employee agrees to make prompt and complete disclosure to Company of any and all Work Product, and agrees to specifically point out in a written disclosure the feature(s) or concept(s) which Employee believes to be new or different and useful for the Company. Company hereby agrees that all unpatented inventions, ideas and reports and all other creative works (if any) made or conceived by Employee prior to employment with Company (the "Employee's Intellectual Property") shall be excluded (except as set forth below in this paragraph 8.6) from the operation of this Agreement, solely to the extent included in the list by a non-confidential description and title of the Employee's Intellectual Property which is attached hereto as Exhibit A. For clarification purposes, Employee acknowledges and accepts that unless Employee can demonstrate that Intellectual Property constitutes Employee's Intellectual Property under this paragraph 8(6), such Intellectual Property shall be deemed to the exclusive property of Company. Notwithstanding anything contained in this Agreement to the contrary, Employee agrees not to use any Employee's Intellectual Property (including, without limitation, by

incorporating any Employee's Intellectual Property into any Work Product) in connection with Employee's performance of work or other activities for or on behalf of Company. To the extent Employee nevertheless uses any of the Employee's Intellectual Property in any such work or activities or incorporates any Employee's Intellectual Property into any Work Product, Employee hereby grants to Company, its successors and assigns, a royalty-free, fully paid-up, non-exclusive, perpetual, transferable, irrevocable, worldwide, unrestricted right and license to make, use, modify, prepare derivative works of, display, perform, execute, copy, reproduce, transfer, distribute, sell and otherwise use all tangible and intangible things based on such Employee's Intellectual Property, as well as grant any sublicenses (including sublicenses permitting further sublicenses to be granted) in regard to such Employee's Intellectual Property and to authorize others to do any of the foregoing. Without limiting any other provision, Employee represents and warrants that it has the right to grant the license referred to in the previous sentence, that such license does not conflict with any obligations owed to any third party, and that the exercise of such license by Company or its customers shall not conflict with any third party intellectual property right.

(7) Employee shall not alter, modify, adapt, create derivative works, translate, deface, decompile, disassemble, convert into human readable form or reverse engineer all, or any part, of any materials to which Employee is provided access by Company, its customers or other third parties with whom Company deals, unless and only to the limited extent necessary to perform services on behalf of Company.

## 9. TERMINATION OF EMPLOYMENT

(1) The parties understand and agree that employment pursuant to this agreement may be terminated in the following manner in the specified circumstances:

(a) by the Employee, at any time, for any reason, on the giving of 10 working days' written notice to the Company. The Company may, subject to any statutory requirement, waive this notice period, in whole or in part, and, by written notice specify an earlier date. The Company shall have no obligations to make any payments other than salary, and compensation as set out in Section 11.1 and any other statutory entitlements earned to the effective date.

(b) by the Company, in its absolute discretion, without any notice or pay in lieu thereof, for cause. For the purposes of this Agreement, cause includes, but is not limited to, the following:

- I. any material breach of the provisions of this Agreement;
- II. any conduct of the Employee which as judged in the sole discretion of the Company, tends to bring himself or the Company into disrepute;
- III. any and all omissions, commissions or other conduct which would constitute cause at law, in addition to the specified causes.

Failure by the Company to rely on the provision of this paragraph on any given instance or instances, shall not constitute a precedent or be deemed a waiver.



(c) by the Company in its absolute discretion and for any reason on giving the Employee Either notice, or pay in lieu of notice and severance pay as required under the Employment Standards Act, 2000 ('ESA'). The Employee agrees to accept the notice or pay in lieu of notice as set out in this paragraph in full and final settlement of all amounts owing to him by the Company for notice of termination and severance pay under the ESA and any rights which the Employee may have to reasonable notice at common law.

(2) The parties understand and agree that the giving of notice or the payment of pay in lieu of notice by the Company to the Employee on termination of the Employee shall not prevent the Company from alleging cause for the termination.

(3) The Employee authorizes the Employer to deduct from any payment due to the Employee on termination of employment, including pay in lieu of notice and severance pay, amounts owed to the Employer by the Employee by reason of purchases, advances, loans, unauthorized expense claims, or otherwise.

(4) On termination of employment, the Employee shall immediately return all property to the Company including, but not limited to, keys, security cards, credit cards, computers, cell phones, and any and all copies of Company documents and information, whether written, electronic, or otherwise stored.

(5) On termination of employment, the Employee shall immediately resign all offices held (including directorships) in the Company and save as provided in this agreement, the Employee shall not be entitled to receive any payment or compensation for loss of office or otherwise by reason of the resignation. If the Employee fails to resign as mentioned, the Company is irrevocably authorized to appoint some person in his or her name and on the Employee's behalf to sign any documents or do any things necessary or requisite to give effect to it.

## 10. NON-COMPETITION

### (a) Non-Competition Covenant

The Employee covenants and agrees with the Company that during the period of his employment with the Company and for the period of twelve (12) months immediately following the termination of such employment for any reason (including, without restriction, termination by the Company with or without cause.) The Employee will not (without prior written consent of the Company) either individually or in partnership or jointly or in conjunction with any person, firm, association or corporation as employee, principal, agent, shareholder or in any other capacity whatsoever, carry on or be engaged in or be concerned with the business of providing airborne electromagnetic geophysical services or engaging in the development of equipment, technology, systems or processes for providing airborne electromagnetic geophysical data to any person, firm, association or corporation carrying on business in the world.

**(b) Restrictions Reasonable**

(i) The Employee hereby expressly acknowledges and agrees that all covenants and restrictions set forth in this section of the Agreement are reasonable and necessary in order to protect and maintain the confidential, proprietary, and/or other legitimate business interests of the Company including, without limitation, goodwill, trade secrets, Confidential Information, and Intellectual Property. The Employee acknowledges that the Company conducts its airborne geophysical business globally in all continents except Antarctica and that in the course of employment the Employee will travel for the purpose of conducting business on those continents. The Employee acknowledges that the Company has a legitimate interest in prohibiting competition by the Employee who has gained access to the Confidential Information and proprietary information of the Company, including Intellectual Property. The Employee acknowledges that it would be unfair for him to gain access to confidential information regarding the development of technology for and providing airborne geophysical surveys, and then use that information to compete with the Company.

**11. NON-SOLICITATION**

**(a) Non-Solicitation of Clients and Prospective Clients**

The Employee covenants and agrees with the Company that during the period of his/her employment with the Company and for a period of twelve (12) months after termination of such employment for any reason he will not (without the prior written consent of the Company) either individually or in partnership or jointly or in conjunction with any person or persons, firm, association, syndicate or corporation, as employee, principal, agent, shareholder or in any other manner whatsoever, solicit the business of any Restricted Client (as defined below) of the Company, contact any Restricted Client of the Company or assist any other organization or individual in soliciting or contacting any Restricted Client.

For the purpose of this paragraph, a "Restricted Client" means any person or entity who was a client or prospective client of the Company with whom the Employee had contact on behalf of the Company during the twelve (12) months immediately prior to the termination of the employment relationship with the Company.

**(b) Non-Solicitation of Employees or Independent Contractors**

The Employee shall not, during the term of this Agreement or for a period of twelve (12) months immediately thereafter, either directly or indirectly:

(a) Solicit or induce, or attempt to solicit or induce, any other employee of the Company to terminate his employment with the Company for the purpose of associating with any entity that is a competitor of the Company of which the Employee becomes an officer, director, member, agent, employee or consultant.

(b) Solicit or induce, or attempt to solicit or induce, any independent contractor providing services to the Company to terminate his relationship with the Company for the purpose of associating with any entity that is a competitor of the Company of which the Employee becomes an officer, director, member, agent, employee or consultant.

**(c) Restrictions Reasonable**

The Employee hereby expressly acknowledges and agrees that all covenants and restrictions set forth in this section of the Agreement are reasonable and necessary in order to protect and maintain the confidential, proprietary, and/or other legitimate business interests of the Company including, without limitation, goodwill, trade secrets, Confidential Information, and Intellectual Property. The Employee acknowledges that the Company conducts its airborne geophysical business globally in all continents except Antarctica and that in the course of employment the Employee will travel for the purpose of conducting business on those continents. The Employee acknowledges that the Company has a legitimate interest in prohibiting the solicitation of its Restricted Clients, employees, and independent contractors that have a relationship with the Company. The Employee acknowledges that it would be unfair for him to gain access to Confidential Information regarding the development of technology for and providing airborne geophysical surveys, and then use that information to solicit Restricted Clients, employees, and independent contractors who have a relationship with the Company. The Employee also acknowledges that every Restricted Client is very important to the Company. The Employee also acknowledges that he will be required to develop close relationships with Restricted Clients of the Company, the maintenance of which relationships will be very important to the Company.

**11.1 PERIOD OF NON-COMPETITION AND NON-SOLICITATION**

In exchange for the Employee's agreement to not compete as set out in Section 10 above and to not solicit as set out 11 above, the Company agrees to pay to the Employee the annual amount set out in Section 3 above for the twelve month period during which the Employee shall not compete or solicit as set out in Sections 10 and 11 respectively. If the annual salary of the Employee is no longer the same as in Section 3, the current annual salary of the Employee will be paid by the Company to the Employee for the twelve month period. The salary shall be paid in the same pay installments as when the Employee was employed with the Company. In addition to the acknowledgements and agreements set out in Sections 10 and 11, the Employee acknowledges and agrees that this payment for the twelve month period is valid consideration in exchange for the Employee's agreement to not compete and not solicit. In the case of the termination of employment due to employee resigning the above clause will be null and void.

**12. EQUITABLE RELIEF**

The Employee acknowledges that this Agreement is very important to the Company, given the unique nature of the technology utilized in the Company's business. As such, the employee agrees that if he breaches any of the terms of this Agreement, the Company will suffer irreparable harm and shall be entitled to obtain an injunction restraining his breach of this agreement. The Company shall also be entitled to pursue any and all other remedies available to it at law or equity.

**13. SURVIVAL**

The Employee's obligations under this Agreement shall survive the termination of the Employee's employment with the Company including, but not limited to, the obligations of the Employee with respect to Confidential Information, Intellectual Property, Work Product, and Non-competition and non-solicitation as set out in Section 10 and 11.

#### **14. SUCCESSORS AND ASSIGNS**

(1) This Agreement shall inure to the benefit of the Company and its successors and assigns and shall be binding upon the Employee. The Employee agrees that this Agreement may be assigned by the Company to any entity that purchases all or part of the business of the Company in which the Employee is employed.

(2) This agreement is personal to the Employee and is not assignable by him/her and shall not inure to the benefit of his heirs, executors or personal representatives.

#### **15. ASSIGNMENT OF RIGHTS**

The rights which accrue to the Company under this agreement shall pass to its successors or assigns. The rights of the Employee under this agreement are not assignable or transferable in any manner.

#### **16. NOTIFICATION**

Any notice required to be given hereunder shall be deemed to have been properly given if delivered personally or sent by pre-paid registered mail as follows:

(a) to the Employee;

Petr Kuzmin  
62 Millicliff Circle  
Aurora, ON L4G 7N9

(b) to the Corporation

Geo Equipment Manufacturing Ltd  
30 Industrial Pkwy. S.  
Aurora, Ontario  
L4G 3W2

#### **17. ENTIRE AGREEMENT**

This document constitutes the entire agreement between the Employee and Company with respect to the employment and all previous agreements, written or oral, expressed or implied, between the parties or on their behalf, relating to the employment by the Company, are terminated and cancelled and each of the parties releases and forever discharges the other of and from all manner of action, claims and demands whatsoever, under or in respect of any such agreement.

#### **18. SEVERABILITY**

In the event that any provision or part of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parties shall be and remain in full force and effect.

Each of the provisions of this Agreement (and each part of each such provision) is severable from every other provision hereof (and every other part thereof). In the event that any provision (or part thereof) contained in this Agreement or the application thereof to any circumstances shall be invalid, illegal or unenforceable, in whole or in part, for any reason whatsoever, in any jurisdiction and to any extent:

- (a) the validity, legality or enforceability of such provision (or such part thereof) in any other jurisdiction and of the remaining provisions contained in this Agreement (or the remaining parts of such provision, as the case may be) shall not in any way be affected or impaired thereby;
- (b) the application of such provision (or such part thereof) to circumstances other than those to which it is held invalid, illegal or unenforceable shall not in any way be affected or impaired thereby;
- (c) such provision (or such part thereof) shall be severed from this Agreement and ineffective to the extent of such invalidity, illegality or unenforceability in such jurisdiction and in such circumstances; and
- (d) the remaining provisions of this Agreement (or the remaining parts of such provision, as the case may be) shall nevertheless remain in full force and effect.

#### **19. MODIFICATION OF AGREEMENT**

Any modification to this agreement must be in writing and signed by all parties or it shall have no effect and shall be void.

#### **20. HEADINGS**

The headings used in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and agreements contained in it.

#### **21. GOVERNING LAW AND ATTORNMENT TO THE JURISDICTION**

This Agreement shall be construed in accordance with the laws of the Province of Ontario. All actions or other proceedings that shall be brought arising out of, in connection with, or by reason of this Agreement, in a Court of competent jurisdiction in the Province of Ontario and in no other jurisdiction.

#### **22. WAIVER OF BREACH**

The failure of either party to require the performance of any term or condition of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent a subsequent enforcement of any such term or any other term, nor shall it be deemed a waiver of any subsequent breach.

#### **23. RIGHT TO ENTER INTO THIS AGREEMENT**

The Employee warrants and represents that he has the legal right to enter into this Agreement and that the Employee does so willingly.

#### 24. RECEIPT OF A COPY OF AGREEMENT

The Employee hereby acknowledges receipt of a duplicate copy of this Agreement.

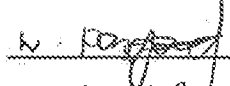
#### 25. GENDER

Whenever used in this Agreement, words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender and vice versa.

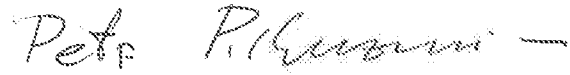
You were an acknowledged employee of Geotech Ltd (Jan 1, 2000 to May 29<sup>th</sup>, 2007) and your seniority will still be maintained.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto

Geo Equipment Manufacturing Ltd.

Per:   
Name: WANPEN PONGSOD  
Title: DIRECTOR  
Date: \_\_\_\_\_

  
Witness

  
Signature of Employee  
Name: P. Kuzmin  
Date: 30. May. 2007