

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
RESUBMIT DOCUMENT ID:	505684900
CONVEYING PARTY DATA	
Name	Execution Date
EMANUEL SERBAN	06/20/1997
RECEIVING PARTY DATA	
Name:	XANTREX TECHNOLOGY INC.
Street Address:	8587 BAXTER PLACE
City:	BURNABY
State/Country:	CANADA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16013301
CORRESPONDENCE DATA	
Fax Number:	(617)395-7070
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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Email:	DRPatents@LALaw.com
Correspondent Name:	LANDO & ANASTASI, LLP
Address Line 1:	RIVERFRONT OFFICE PARK
Address Line 2:	ONE MAIN STREET, SUITE 1100
Address Line 4:	CAMBRIDGE, MASSACHUSETTS 02142
ATTORNEY DOCKET NUMBER:	S2177-708919(VAN-0106-US)
NAME OF SUBMITTER:	DAVID M. ROCCIO
SIGNATURE:	/David M. Roccio/
DATE SIGNED:	12/30/2019
Total Attachments: 4	
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source=executed Employment Agreement by Emanuel Serban#page2.tif	
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source=executed Employment Agreement by Emanuel Serban#page4.tif	

XANTREX

The Power To Rely On

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT dated the 20TH day of June, 1997 BETWEEN:

XANTREX Technology Inc., a body corporate continued under the laws of Canada, and having its head office situated at 8587 Baxter Place, Burnaby, Province of British Columbia ("Xantrex")

AND: EMANUEL SERBAN
(the "Employee")

Preamble

Xantrex protects and preserves the knowledge base it accumulates and applies this knowledge to enhance its fortunes and viability and, in cases where there is no direct benefit to Xantrex, to prevent harm to Xantrex which detracts from its ability to operate effectively.

Wherever reasonable and possible, and without compromising its primary mission, Xantrex stimulates the development of technology based industry within British Columbia by encouraging and supporting technical innovation.

The protection of intellectual property engendered by this agreement makes Xantrex a more powerful and secure company, and in this way serving not only Xantrex, but its employees as well.

The Undertaking

In confirmation of the relationship between Xantrex and the Employee and in consideration of the premisses, covenants and agreements hereinafter contained, the parties agree as follows:

- I. Xantrex proprietary information (hereinafter called "Proprietary Information") is any information which is developed using any of the resources of Xantrex or which supports the ongoing business of Xantrex or provides Xantrex with a competitive advantage in its endeavors.

Xantrex confidential information (hereinafter called "Confidential Information") is any information, the disclosure of which would:

- (a) violate an existing non-disclosure agreement entered into by Xantrex with third parties, where the employee has been informed of the existence of said non-disclosure agreement; or

- (b) erode Xantrex's competitive advantage or ability to function effectively in its operation as a business.

Employee reserved invention (hereinafter called "Reserved Invention") is any invention derived without the use of Xantrex's resources and which invention is owned or controlled wholly or in part by the Employee but not by Xantrex.

Third party trade secret (hereinafter called "Trade Secret") is information or one or more ideas developed by another business and not available in the public domain, which provide that business with a market or operating advantage.

"Xantrex Resources" are the paid time of the employee or Proprietary Information or a substantial use of the physical plant of Xantrex.

Assignment of Rights

2. The Employee hereby assigns all right, title and interest to and in the Proprietary Information to Xantrex.
3. The Employee hereby agrees to use Proprietary Information only for purposes consistent with the objectives of the business of Xantrex unless written authorization for other use is provided by Xantrex.

Confidentiality

4. The Employee hereby agrees to not divulge Confidential Information to any third party unless the Employee has received written approval to disclose such information from Xantrex and the third party has signed a non-disclosure agreement in favor of Xantrex.

No Conflicting Rights

5. The Employee will inform Xantrex in writing of any other confidentiality or non-disclosure agreement relating to any third parties which may interfere with their effective work at Xantrex.
6. The Employee covenants that, to the best of his/her knowledge, he/she will not use inventions or ideas which are owned or controlled by third parties or Trade Secrets of previous employers without the prior written consent of such third parties or previous employers.

Use of Xantrex Resources for Invention

7. The use of Xantrex Resources to create invention(s) or develop idea(s) for commercial purposes which are not the usual business of Xantrex must have the written approval of Xantrex, and as a condition of sponsoring such invention or development, Xantrex may, at its discretion, require joint ownership or may treat such invention or development as a Reserved Invention.

Licence to Use Reserved Inventions

8. If an Employee:
- a.) uses a Reserved Invention in the course of his/her employment by Xantrex; or
 - b) permits the use of a Reserved Invention by another employee of Xantrex in the course of that employee's employment with Xantrex; without prior written agreement from Xantrex pertaining to such use, the Employee, by that act, is granting Xantrex an irrevocable, royalty-free, non-exclusive licence to that invention.

Right of First Refusal to Purchase

9. The Employee grants to Xantrex a right of first refusal to purchase or license a Reserved Invention on terms at least as favourable as offered to any third party. If the Employee wants the information pertaining to such a Reserved Invention treated as Confidential Information, this may form part of the licensing agreement for said invention.

Non-Competition

10. While employed by Xantrex, the Employee shall not, without Xantrex's prior written consent, engage in any employment, consulting or activity other than for Xantrex, relating to any business in which Xantrex is involved or at such time is engaged, or which would otherwise conflict with his/her employment obligations to Xantrex.
11. While employed by Xantrex and for two (2) years thereafter the Employee shall not:
- (a) employ, attempt to employ or direct to other employment in competition with Xantrex, any of Xantrex's other Employees;
 - (b) divert or attempt to divert by solicitation or any other means, the customers of Xantrex existing at the time the Employee's employment terminates.

Remedies

12. Where there is a breach of this agreement or of the covenants herein, the following remedies apply:

- a) if the parties restrain themselves from taking action in the matter that is responsible for the breach, then an independent arbitrator may be called in to arbitrate this dispute for a period not to exceed five (5) working days (for which the parties to this agreement will equally share the cost); or, where this arbitration fails,
- (b) apply for injunctive or other relief in order to restrain any breach.

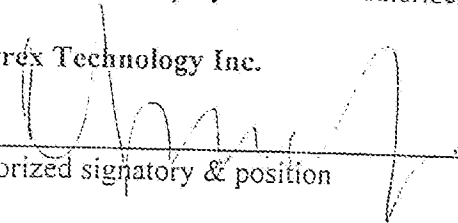
Conflict with existing law

Should this agreement be found to be in conflict with existing law and where the court decides that the existing law shall take precedence, the part of this agreement which is in conflict will be voided and the parts of this agreement which remain intact will remain in force.

This agreement shall be deemed to be effective as of the date of signing for current employees or as of the date employment commences with Xantrex for new employees.

To acknowledge the conditions stated above and a willingness to abide by the terms of this agreement, the Employee and an authorized signatory for Xantrex sign below:

Xantrex Technology Inc.



Authorized signatory & position

Signed by the Employee in the presence of:

Signature: Florin Arama Name: FLORIN ARAMA

Address: 401-1540 DAVIE ST., VANCOUVER, B.C.

Occupation: DESIGN ENGINEER

Employee's Signature: S. Benbow