

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7043321

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| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT             |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | EMPLOYMENT AGREEMENT       |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                            |
| <b>Name</b>                                                                                                                                                                                     | <b>Execution Date</b>      |
| CAMERON MANNERS                                                                                                                                                                                 | 09/01/2014                 |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                            |
| <b>Name:</b>                                                                                                                                                                                    | AQUAM CORPORATION          |
| <b>Street Address:</b>                                                                                                                                                                          | 106 MCMASTER AVE.          |
| <b>City:</b>                                                                                                                                                                                    | AJAX                       |
| <b>State/Country:</b>                                                                                                                                                                           | CANADA                     |
| <b>Postal Code:</b>                                                                                                                                                                             | L1S2E7                     |
| <b>PROPERTY NUMBERS Total: 2</b>                                                                                                                                                                |                            |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>              |
| <b>Application Number:</b>                                                                                                                                                                      | 17245549                   |
| <b>Application Number:</b>                                                                                                                                                                      | 17520193                   |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                            |
| <b>Fax Number:</b>                                                                                                                                                                              |                            |
| <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> |                            |
| <b>Phone:</b>                                                                                                                                                                                   | 416-721-5989               |
| <b>Email:</b>                                                                                                                                                                                   | evekris@marks-clerk.ca     |
| <b>Correspondent Name:</b>                                                                                                                                                                      | EVANGELLOS VEKRIS          |
| <b>Address Line 1:</b>                                                                                                                                                                          | 33 YONGE STREET, SUITE 300 |
| <b>Address Line 4:</b>                                                                                                                                                                          | TORONTO, CANADA M5E 1G4    |
| <b>ATTORNEY DOCKET NUMBER:</b>                                                                                                                                                                  | PT201033USB                |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | EVANGELLOS W. VEKRIS       |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /Evangellos W. Vekris/     |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 11/26/2021                 |
| <b>Total Attachments: 18</b>                                                                                                                                                                    |                            |
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## EMPLOYMENT AGREEMENT

**THIS AGREEMENT** made as of the 1<sup>st</sup> day of September, 2014 between Aquam Corporation (the “Corporation”) and Cameron Manners (the “Executive”).

**WHEREAS** the Executive was appointed the Chief Executive Officer of the Corporation effective on the 1<sup>st</sup> day of September, 2014, and the parties wish to set forth in their entirety the terms and conditions relating to the Executive’s employment as Chief Executive Officer of the Corporation.

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained, the Executive and the Corporation agree as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

- (a) “Affiliate” means:
  - (i) any entity that, directly or through one or more intermediaries, is controlled by the Corporation, and
  - (ii) any entity in which the Corporation has a significant equity interest, as determined by the Board;
- (b) “Base Salary” has the meaning ascribed to such term in Section 4.1;
- (c) “Benefits” has the meaning ascribed to such term in Section 4.2;
- (d) “Board” means the board of directors of the Corporation;
- (e) “Business” means any business carried on by the Corporation or its subsidiaries from time to time;
- (f) “Business Day” means any day except Saturday, Sunday or any statutory holiday in any of Ontario, Canada, California, United States of America or Manchester, United Kingdom;
- (g) “Cause” means any of the following:
  - (i) the Executive (i) is convicted of any offence under the laws of Canada, any Province of Canada, the United States of America, any State of the United States of America or any other jurisdiction in which the Corporation or any of its Affiliates carries on business which calls into question the integrity of the Executive, or (ii) makes a general assignment for the benefit of creditors or makes a proposal under the *Bankruptcy Act* as amended from time to time or is declared bankrupt,
  - (ii) the Executive is absent from the Corporation’s work place without the Corporation’s consent for any reason other than the Executive’s Disability where such absence is of a duration that results in the frustration of this agreement,

- (iii) the wilful failure of the Executive to fully carry out his duties or any material breach or non-observance by the Executive of any material provision of this Agreement after notice by the Corporation of the failure, breach or non-observance and an opportunity for the Executive to correct the same within a reasonable time from the date of receipt of such notice, or
  - (iv) theft, fraud, dishonesty or misconduct by the Executive involving the property, business or affairs of the Corporation or the carrying out of the Executive's duties;
- (h) **"Change of Control"** means any occurrence of the following events:
- (i) the acquisition, directly or indirectly and by any means whatsoever, by any Person, or by a group of Persons acting jointly or in concert, of beneficial ownership or control or direction over that number of common shares which is equal to or greater than fifty-one percent (51%) of the total issued and outstanding common shares immediately after such acquisition, or
  - (ii) the completion of an amalgamation, merger or other business combination involving the Corporation, whereby either (A) the shareholders of the Corporation immediately prior to such transaction own less than fifty percent (50%) of the voting shares of the successor corporation immediately following the transaction, or (B) a Person or group of Persons acting jointly or in concert has beneficial ownership or control or direction over more than fifty-one percent (51%) of the total issued and outstanding voting shares of the successor corporation immediately after the completion of such transaction;
- (i) **"Change of Control Termination"** means, provided in each case such event occurs within six (6) months of a Change of Control;
- (j) **"Competitive"** means the condition of being the same as, or substantially similar to, or competing with, the Business or the Corporation or any of its Affiliates;
- (k) **"Confidential Information"** means all information owned, possessed or controlled by the Corporation and/or its Affiliates including, without limitation, all Developments, all information related to inventions, enhancements, financial, scientific, technical, manufacturing, process know-how and marketing information and all names of or lists of customers and suppliers howsoever received by the Executive from, through or relating to the Corporation and/or its Affiliates and in whatever form (whether oral, written, machine readable or otherwise), which pertains to the Corporation and/or its Affiliates; provided, however, that the phrase **"Confidential Information"** shall not include information which:
- (i) was in the public domain prior to the date of receipt by the Executive,
  - (ii) pertains to the Corporation and which was known to the Executive before he commenced his employment at the Corporation,
  - (iii) becomes part of the public domain by publication or otherwise, not due to any unauthorized act or omission on the Executive's part, or

- (iv) the Executive is required by law to disclose, provided that, unless prohibited by law, the Executive first notifies the Chairman of the Board of the Corporation at the earliest reasonable opportunity that the Executive is required to disclose such Confidential Information;
- (l) **“Customer”** means any Person who has (a) purchased or licensed from the Corporation and/or its Affiliates any product produced or service supplied, sold, licensed or distributed by the Corporation and/or its Affiliates, or (b) supplied to the Corporation and/or its Affiliates any product to be produced, sold, licensed or distributed by the Corporation and/or its Affiliates;
- (m) **“Developments”** has the meaning given in Section 7.1;
- (n) **“Disability”** means the mental or physical state of the Executive such that:
  - (i) a majority of the directors of the Corporation determine that such individual has been unable, due to illness, disease, mental or physical disability or similar cause, to fulfil his obligations as an Executive or officer or director of the Corporation either for any consecutive three (3) month period or for any period of six (6) months (whether or not consecutive) in any consecutive twelve (12) month period, or
  - (ii) a court of competent jurisdiction has declared such individual to be mentally incompetent or incapable of managing his affairs;
- (o) **“Existing Coverage”** means the Corporation’s existing disability coverage;
- (p) **“LTI Plan”** has the meaning given in Section 4.4;
- (q) **“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 entity, however designated or constituted;
- (r) **“Prospective Customer”** means any Person who was (a) solicited by the Executive on behalf of the Corporation and/or its Affiliates for any purpose relating to the Business; or (b) solicited by the Corporation and/or its Affiliates with the Executive’s knowledge for any purpose relating to the Business; and
- (s) **“Restrictive Covenant Release Date”** means:
  - (i) in the case of termination of the Executive’s employment due to the Executive’s death, the date of the Executive’s death,
  - (ii) in the case of termination of the Executive’s employment due to Disability, the second anniversary of the date the Executive ceased working,
  - (iii) in the case of the Executive’s voluntary resignation under Section 5.6, the date two (2) years after the date of such resignation, as the case may be,

- (iv) in the case of termination of the Executive's employment not for Cause under Section 5.1, the date two (2) years after the termination of the Executive's employment not for Cause, and
- (v) in the case of termination of the Executive's employment for Cause under Section 5.2, the date one (1) year after the termination of the Executive's employment For Cause.

- 1.2 **Headings.** The division of this Agreement into Articles and Sections and the inclusion of Article headings are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.3 **Gender and Number.** In this Agreement, the use of the singular number shall include the plural and vice versa, the use of gender shall include the masculine, feminine and neuter genders.
- 1.4 **Time Periods.** When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next Business Day.
- 1.5 **Section and Schedule References.** Unless the context requires otherwise, references in this Agreement to Sections or Schedules are to Sections or Schedules of this Agreement. The Schedules to this Agreement are as follows:

| <b>Description</b>                 | <b>Schedule</b> |
|------------------------------------|-----------------|
| Description of Function and Duties | Schedule 2.3    |
| Arbitration                        | Schedule 9.7    |

**ARTICLE 2  
EMPLOYMENT, POSITION AND DUTIES**

- 2.1 **Employment.** The Corporation agrees to employ the Executive and the Executive agrees to be employed by the Corporation for the term set forth in Section 2.4 in the position and with the duties and responsibilities set forth in this Article and upon the other terms and conditions set forth in this Agreement.
- 2.2 **Position.** The Executive shall be the Chief Executive Officer of the Corporation, subject to the other terms and conditions set forth in this Agreement.
- 2.3 **Duties.** The Executive shall faithfully, honestly and diligently serve the Corporation, shall devote his full working time and attention to his duties, shall use his best efforts to promote the interests of the Corporation and shall follow the reasonable and lawful instructions of the Board. A description of the function and duties of the Executive is attached hereto as Schedule 2.3; and the Executive acknowledges that such description may change from time to time as directed by the Board.
- 2.4 **Employment Period.** The employment of the Executive hereunder shall be effective • and continue indefinitely unless terminated in accordance with Article 5.

**ARTICLE 3  
DIRECTORSHIPS**

- 3.1 **Position as a Director.** During the course of the Executive's employment, the Board of the Corporation shall take such steps as are permissible under applicable law to ensure that the Executive serves as a director of the Corporation.
- 3.2 **Resignation Upon Termination of Employment.** The Executive will on termination of his employment for any reason at the request of the Corporation give notice resigning immediately without claim for compensation (apart from his rights under this Agreement) as a director of the Corporation and all such Affiliates of which he is a director and all trusteeships held by him of any pension plan or other trusts established by the Corporation or any Affiliate or any other company with which the Executive has had dealings as a consequence of his employment with the Corporation. If notices pursuant to this Section 3.2 are not received within seven (7) days of a request by the Corporation, the Corporation is irrevocably authorised to appoint a person to execute any documents and to do everything necessary to effect such resignation or resignations on the Executive's behalf.
- 3.3 **Executive to Remain on Boards.** Except with the prior written agreement of the Board, the Executive will not during his employment under this Agreement resign his office as a director of the Corporation or any Affiliate and if he does so without the consent or concurrence of the Board, the Corporation will be entitled to terminate his employment pursuant to Section 5.2 or at the Board's absolute discretion, to treat such resignation as notice of termination given by the Executive to the Corporation pursuant to Section 5.6.

**ARTICLE 4  
REMUNERATION**

- 4.1 **Base Salary.** The Executive shall receive, for all services rendered to the Corporation, a base salary of Three Hundred and Fifty Thousand United States Dollars (US\$350,000) per annum (the "Base Salary") or such greater amount as the Board shall from time to time determine. The Base Salary shall be reviewed by the Board annually for increase.
- 4.2 **Benefits.** The Executive shall be entitled to coverage under the Corporation's Extended Health Care, dental, Disability and Group Life Insurance Plans available to senior employees (collectively, the "Benefits"). Coverage will be provided in accordance with the terms and conditions of these plans, as amended from time to time.
- 4.3 **Automobile.** The Corporation shall provide an annual automobile allowance of Eighteen Thousand United States Dollars (US\$18,000).
- 4.4 **Long Term Compensation.** The Executive shall, from time to time at the discretion of the Board, be entitled to participate in the Corporation's Long Term Incentive Plan (the "LTI Plan"), as the LTI Plan may be amended, supplemented or replaced by the Board. Such participation will be commensurate with his position as Chief Executive Officer. The detailed terms and conditions associated with the LTI Plan are set out in the LTI Plan and its associated plans, policies, agreements and forms.

- 4.5 **Bonus.** An annual incentive bonus of up to one hundred percent (100%) of Base Salary will be awarded to the Executive by the Board, to be based on the achievement of targets which are agreed upon annually by the Executive and the Corporation in writing.
- 4.6 **Vacation.** Each year the Executive will be entitled to six (6) weeks' vacation with pay. The Executive acknowledges that he will not be allowed to carry forward any unused vacation time into the next year without the approval of the Board of the Corporation.
- 4.7 **Expenses.** The Corporation will, in accordance with the policies of the Corporation in effect from time to time, pay or reimburse the Executive for all reasonable travelling, entertainment and other out-of-pocket expenses incurred by the Executive in connection with his employment hereunder.

## ARTICLE 5 TERMINATION

- 5.1 **Termination of Employment Not for Cause.**
- (a) If the Executive's employment is terminated by the Corporation for any reason other than for Cause, death, Disability or Change of Control, the Corporation shall pay to the Executive upon receipt of appropriate releases, resignations and similar documentation, an amount equal to the Executive's Base Salary for a period of twenty-four (24) months, paid in equal monthly amount over that period. These amounts are payable regardless of whether the Executive secures other employment or commences self-employment and the Executive is under no obligation to attempt to secure new employment. The first moneys paid under this Section 5.1(a) shall be used to satisfy any obligations of the Corporation arising from such termination under the *Employment Standards Act* (Ontario) as amended from time to time or any successor statute and any equivalent provisions under applicable laws in the United States of America.
- (b) Further, the Corporation will, for the purposes of interpretation of any share purchase, share incentive or share option plan, extend the Executive's effective termination date by the same twenty-four (24) month period.
- (c) From the date of termination, the Corporation will continue to:
- (i) Provide the Benefits until the earlier of twenty-four (24) months from the date of termination or the date the Executive secures benefits from alternative employment.
- (ii) At the end of the twenty-four (24) months, if the Executive has not secured benefits from alternate employment, the Executive may, at his option and cost, (payable quarterly, in advance) and if permitted by the Corporation's insurance carrier, continue to receive Benefits coverage. This benefit, if available, will remain in effect until the earlier of end of the month the Executive turns sixty-five (65) or the date the Executive secures benefits from alternate employment.
- 5.2 **Termination for Cause.** The Corporation may terminate the employment of the Executive at any time for Cause, without notice or payment of any kind other than payments due to the date of termination.



- 5.3 **Death.** The Executive's employment under this agreement shall terminate upon his death. In such event, the Corporation shall pay to such person as he shall have designated (or if no such person shall have been designated, to his estate) any unpaid amounts due the Executive as at the date of death including a pro rata share of his bonus entitlement for the current fiscal year.
- 5.4 **Disability.** The Executive shall cease working if the Executive is unable to perform his duties under the definition of "Disability", and nothing herein shall disentitle the Executive from any rights or entitlements to which the Executive may be entitled pursuant to the Existing Coverage in the event that such incapacity occurs. The Executive shall be deemed terminated upon the expiry of benefits payable under the Existing Coverage (the "Expiration Date"), and nothing herein shall disentitle the Executive from any rights or entitlements to which the Executive may be entitled pursuant to the minimum statutory termination and severance pay permissible under applicable legislation as amended from time to time or any successor statute.
- 5.5 **No Additional Payments.** Except as provided in this Article 5, where the Executive's employment has been terminated by the Executive or by the Corporation for any reason (other than pursuant to Article 6), he shall not be entitled to receive any payment as severance pay, in lieu of notice, or as damages. Except as to any entitlement as provided above, the Executive hereby waives any claims he may have against the Corporation for or in respect of severance pay, or on account of loss of office or employment or notice in lieu thereof or damages in lieu thereof (other than rights to accrued but unpaid salary, bonus, benefits and vacation pay).
- 5.6 **Voluntary Resignation.** The Executive may, by six (6) months' notice in writing to the Corporation (the "Notice Period"), terminate his employment with the Corporation. In the event that the Executive gives the Corporation the aforesaid notice and the Corporation thereafter requests that the Executive cease his duties prior to the expiry of the Notice Period, the Corporation shall pay the Executive an amount equal to the difference between what the Executive would have received had the employment of the Executive continued for the full Notice Period and the amount actually paid by the Corporation to the Executive during the Notice Period.

## ARTICLE 6 COMPENSATION UPON CHANGE IN CONTROL TERMINATION

- 6.1 **Change of Control Termination.** In the event of a Change in Control Termination, the Executive shall be under no further obligation to perform services for the Corporation and shall be entitled to receive the following payments:
- (a) the Corporation shall pay to the Executive his full Base Salary through the effective date of the termination within five (5) Business Days thereafter and all benefits and awards (including both the cash and stock components) to which the Executive is entitled under any benefit plans or policies in which the Executive was a participant prior to the Change in Control (or, if more favorable, at the effective date of termination), at the time such payments are due pursuant to the terms of such benefit plans or policies as in effect immediately prior to the Change in Control (or, if more favorable, at the effective date of termination);
  - (b) subject to Section 6.4 below, strictly in lieu of any payment to the Executive of any salary or severance payments or benefits to which the Executive would be entitled under the provisions of Article 5 above, the Corporation shall pay to the Executive, in a lump sum

not later than ten (10) Business Days following the effective date of the termination, an amount equal to two (2) times the Executive's annual Base Salary on the effective date of the termination or, if higher, immediately prior to the Change in Control; and

- (c) subject to accelerated vesting under any share purchase, share incentive or share option plan, the Corporation shall extend the Executive's termination date by two (2) years for the purposes of interpretation of such plans.

6.2 **Benefits.** Subject to Section 6.4 below, following a Change of Control Termination, the Corporation shall continue to provide the Benefits in effect at the time of termination to the Executive for a period equal to the shorter of:

- (a) twenty-four (24) months, or
- (b) until the Executive finds alternate employment,

provided that if the Executive has not secured benefits from alternate employment, the Executive may, at his option and cost, (payable quarterly, in advance) and if permitted by the Corporation's insurance carrier, continue to receive Benefits coverage.

6.3 **No Mitigation Required.** The Executive shall not be required to mitigate the amount of any payment provided in this Article 6, nor shall any payment or benefit provided for in this Article 6 be offset by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, or by offset against any amount claimed to be owed by the Executive to the Corporation, or otherwise.

6.4 **Election.** Notwithstanding the provisions of Sections 6.1 and 6.2 above, in the event of a Change in Control Termination, the Executive may elect to be treated as though severed pursuant to Section 5.1.

## ARTICLE 7 INTELLECTUAL PROPERTY

7.1 **Developments.** For the purposes of this Article 7, "Developments" means all discoveries, inventions, designs, works of authorship, improvements and ideas (whether or not patentable or copyrightable) and legally recognized proprietary rights (including, but not limited to, patents, copyright, trademarks, topographies, know-how and trade secrets), and all records and copies of records relating to the foregoing, that:

- (a) result or derive from the Executive's employment or from the Executive's knowledge or use of Confidential Information;
- (b) result from or derive from the use or application of the resources of the Corporation or its subsidiaries;
- (c) relate to the business operations of or actual or demonstrably anticipated research and development by the Corporation or its subsidiaries; or

- (d) are conceived or made by the Executive (individually or in collaboration with others) during the term of the Executive's employment with the Corporation and which relate to the Business of the Corporation.
- 7.2 **Corporation's Property.** All Developments will be the exclusive property of the Corporation and the Corporation will have sole discretion to deal with Developments. For greater certainty all work done by the Executive for the Corporation or any of its subsidiaries during the term of employment of the Executive is a work for hire of which the Corporation or its subsidiary, as the case may be, is the first author for copyright purposes and in respect of which all copyright will vest in the Corporation or in the relevant subsidiary, as the case may be.
- 7.3 **Executive's Records.** The Executive will keep complete, accurate and authentic notes, reference materials, data and records of all Developments in the manner and form requested by the Corporation. All these materials will be Confidential Information upon their creation.
- 7.4 **Waiver of Moral Rights.** The Executive hereby irrevocably waives all moral rights arising under the *Copyright Act (Canada)* as amended (or any successor legislation of similar effect) or similar legislation in applicable jurisdictions, or at common law, that the Executive may have now or in the future with respect to the Developments, including, without limitation, any rights the Executive may have to have the Executive's name associated with the Developments or to have the Executive's name not associated with the Developments, any rights the Executive may have to prevent the alteration, translation or destruction of the Developments, and any rights the Executive may have to control the use of the Developments in association with any product, service, cause or institution. The Executive agrees that this waiver may be invoked by the Corporation, and by any of its authorized agents or assignees, in respect of any of the Developments.
- 7.5 **Further Assurances re Developments.** The Executive will do all further things that may be reasonably necessary or desirable in order to give full effect to the foregoing. If the Executive's co-operation is required in order for the Corporation to obtain or enforce legal protection of the Developments following the termination of the Executive's employment, the Executive will provide that co-operation so long as the Corporation pays to the Executive reasonable compensation for the Executive's time at a rate to be agreed, provided that the rate will not be less than the last Base Salary or compensation rate paid to the Executive by the Corporation.

## ARTICLE 8 COVENANTS

### 8.1 **Confidentiality.**

- (a) Except in the performance of his duties hereunder (in which event he shall take all reasonable measures to prevent the disclosure or unauthorized use of Confidential Information), during the term of his employment and following the termination of his employment, the Executive shall not use, divulge, diffuse, sell, transfer, give, circulate, or otherwise distribute to any Person whatsoever or whomsoever, or otherwise make public, any Confidential Information.
- (b) Except when authorized in accordance with the performance of his duties, under no circumstances shall the Executive reproduce any Confidential Information or any material containing Confidential Information without the prior written consent of the

Corporation. All reproductions of Confidential Information or material containing Confidential Information shall be governed by this Agreement and shall be treated as Confidential Information hereunder.

- (c) The Executive shall not install, copy or receive any Confidential Information into his own or any other computer or computer system not owned and controlled by the Corporation, without the express written permission of the Corporation. In the event that the Executive receives express written permission of the Corporation to so install, copy or receive Confidential Information, the Executive shall be solely responsible to the Corporation for the security of such Confidential Information and shall follow any and all directions given by the Corporation.

8.2 **Non-competition.** For so long as the Executive is employed by the Corporation and until the Restrictive Covenant Release Date, the Executive shall not, directly or indirectly, in any manner whatsoever including, without limitation, either individually, or in partnership, jointly or in conjunction with any other Person, or as employee, principal, agent, director or shareholder:

- (a) be engaged in any undertaking,
- (b) have any financial or other interest (including an interest by way of royalty or other compensation arrangements) in or in respect of the business of any Person which carries on a business, or
- (c) advise, lend money to or guarantee the debts or obligation of any Person which carries on a business,

which is Competitive with the Business as carried on by the Corporation or any of its subsidiaries during the period of the two (2) years preceding the date of termination of this Agreement.

8.3 **Portfolio Exemption.** Nothing in Section 8.2 shall prevent the Executive from owning not more than five percent (5%) of the issued shares of any corporation, the shares of which are listed on a recognized stock exchange in Canada, Europe, the United States or Japan, which carries on a business which is the same or substantially similar to or which is competitive with the Business of the Corporation or any of its subsidiaries.

8.4 **Non-solicitation.** For the purpose of this Section 8.4, "Corporation" includes any Affiliate of the Corporation. For so long as the Executive is employed by the Corporation and until the Restrictive Covenant Release Date, the Executive shall not, on his behalf or on behalf of or in connection with any other Person, directly or indirectly, in any capacity whatsoever, including as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier or trustee or by or through any Person or otherwise:

- (a) canvass or solicit the business of (or procure or assist the canvassing or soliciting of the business of) any Customer or Prospective Customer for any purpose which is Competitive with the Business;
- (b) accept (or procure or assist the acceptance of) any business from any Customer or Prospective Customer for any purpose which is Competitive with the Business;

- (c) supply (or procure or assist the supply of) any goods or services to any Customer or Prospective Customer for any purpose which is Competitive with the Business;
- (d) employ, engage, offer employment or engagement to or solicit the employment or engagement of or otherwise entice away from the employment or the engagement of the Corporation any individual who is employed or engaged by the Corporation whether or not such individual would commit any breach of his/her contract or terms of employment or engagement by leaving the employ of the Corporation; or
- (e) procure or assist any Person to employ, engage, offer employment or engagement or solicit the employment or engagement of or otherwise entice away from the employment or engagement of the Corporation any such individual.

8.5 **Non-interference.** For so long as the Executive is employed by the Corporation and until the Restrictive Covenant Release Date, the Executive shall not, on his behalf or on behalf of or in connection with any other Person, directly or indirectly, in any capacity whatsoever including as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier or trustee or by and through any Person or otherwise, interfere or attempt to interfere with the Business or persuade or attempt to persuade any Customer, Prospective Customer, employee or supplier of the Corporation or any of its Affiliates to discontinue or alter its, his/her or their relationship with the Corporation or any of its Affiliates.

8.6 **Fiduciary Obligations.** In the event that the Executive ceases to be employed by the Corporation for any reason, including as a result of a termination for cause pursuant to Section 5.2, the Executive agrees that his position has imposed on him fiduciary obligations which he agrees to honour until the Restrictive Covenant Release Date.

8.7 **Acknowledgements.** The Executive expressly acknowledges and agrees that:

- (a) the covenants of the Corporation contained in this Agreement constitute good and sufficient consideration for the granting of the restrictive covenants in favour of the Corporation contained in this Article 8;
- (b) this Article 8 is of the essence of this Agreement, and that the Corporation would not have entered into this Agreement without its inclusion, and that this Article 8 grants to the Corporation only such reasonable protection as is admittedly necessary to preserve the legitimate interests of the Corporation; and
- (c) the Corporation would be subject to irreparable harm should any of the provisions of this Article 8 be infringed, or should the Executive breach any of his obligations under such provisions, and that damages alone will be an inadequate remedy for any breach or violation thereof and that the Corporation, in addition to all other remedies, shall be entitled as a matter of right to equitable relief, including temporary or permanent injunction, to restrain such breach.

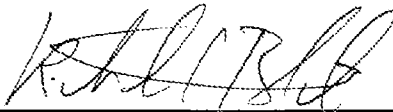
**ARTICLE 9  
GENERAL MATTERS**

- 9.1 **Withholding.** All payments hereunder shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Corporation may reasonably determine it should withhold pursuant to any applicable law or regulation.
- 9.2 **Set-off.** The Executive on the one hand and the Corporation on the other may set off any amounts which may then be payable by or on behalf of one to the other under this agreement.
- 9.3 **Indefinite Term.** The Corporation and the Executive agree that neither section 1 of the *Employers and Employees Act* (Ontario) as amended from time to time nor any equivalent provisions in the United States of America shall apply in respect of this agreement or the employment of the Executive hereunder.
- 9.4 **Notices.** Notices and all other communications provided for in this agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by Canadian registered mail, return receipt requested, postage prepaid, addressed as follows:
- (a) If to the Executive, to:
- (b) If to the Corporation, to:
- or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.
- 9.5 **Amendment and Waiver.** No provision of this agreement may be amended or discharged unless such amendment or discharge is agreed to in writing signed by the Executive and such other officers of the Corporation as may be specifically designated by the Board thereof. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this agreement to be performed by such other party shall be deemed a waiver of similar provisions or conditions at the same or at any prior or subsequent time.
- 9.6 **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and there are no warranties, covenants or undertakings other than those expressly set forth herein. This Agreement supersedes all prior arrangements and undertakings between the parties with respect to its subject matter.
- 9.7 **Arbitration.** Should a dispute arise between the Corporation and the Executive as to the rights and obligations of the parties under this agreement, the dispute shall be referred to arbitration as more particularly described in Schedule 9.7.

- 9.8 **Governing Law and Jurisdiction.** The validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Province of Ontario and unless the parties otherwise agree at the time, the courts of the Province of Ontario shall have exclusive jurisdiction with respect to any disputes arising out of this agreement.
- 9.9 **Severability.** The invalidity or unenforceability of any provision or provisions of this agreement shall not affect the validity and enforceability of any other provision of this agreement, which other provisions shall remain in full force and effect.
- 9.10 **Enurement.** This agreement and all rights of the Executive hereunder shall enure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators and heirs, and by the Corporation and its respective successors and assigns.
- 9.11 **Canadian Dollars.** All dollar amounts set forth or referred to in this agreement and all uses of the dollar sign "\$" used herein refer to Canadian dollars unless otherwise indicated.
- 9.12 **Counterparts.** This agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.
- 9.13 **Independent Legal Advice.** The Executive acknowledges having obtained (or having had the opportunity to obtain) independent legal advice in connection with this agreement.

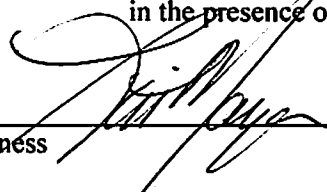
IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

**AQUAM CORPORATION**

Per:   
 Name: Richard Black  
 Title: Director

I have authority to bind the Corporation

**SIGNED, SEALED AND DELIVERED**  
in the presence of

  
 Witness



**CAMERON MANNERS**

(September 1, 2014)

**Schedule 2.3**

**Description of Function and Duties**



**Schedule 9.7**

**Arbitration Procedure**

1. As used in this Schedule, the following words have the following meanings:
  - (a) **“Arbitrator”** means the Arbitrator as appointed pursuant to Sections 3 or 4 of this Schedule; and
  - (b) **“Complainant”** means the first Person to deliver a complaint (the **“Complaint”**) in accordance with Section 3 of this Schedule, and **“Respondents”** means the Person or Persons against whom a claim is asserted in the Complaint.
2. Subject to the provisions of this Schedule, where any dispute (the **“Matter”**) relating to the Agreement is to be settled by arbitration, the provisions of the *Arbitration Act, 1991* (Ontario) as amended from time to time will govern the arbitration of the Matter and the provisions of this Schedule will constitute a submission for the purposes of the *Arbitration Act, 1991* (Ontario) as amended from time to time and the parties to the arbitration shall be the Complainant and the Respondents.
3. Arbitration will be commenced by the Complainant delivering, by notice in writing, a Complaint to the Respondents, and to any other parties (the **“Other Parties”**) to the Agreement which are not Respondents describing the Matter and setting out the names of three (3) qualified persons to act as sole Arbitrator. Within ten (10) Business Days of the receipt of the Complaint, the Respondents may, by notice to the Complainant and the Other Parties (the **“Response Notice”**), choose one such person as the sole Arbitrator, or, alternatively, may disagree with all three (3) selections of qualified persons to act as sole Arbitrator, in which case the Respondents may respond to the Complainant with their own list of three (3) names of qualified persons to act as sole Arbitrator. Within ten (10) Business Days of the receipt of the Response Notice, the Complainant may, by reply notice to the Respondents and the Other Parties, choose one such qualified person to act as sole Arbitrator.
4. In the event of failure by the Respondents to deliver a Response Notice, the Complainant shall be entitled to appoint one person on the initial list of three qualified persons as the Arbitrator. If, within (10) Business Days of the receipt of the Response Notice, the Complainant does not agree to any of the Respondent’s suggested names for Arbitrator, then the Arbitrator may be appointed by a judge of the Ontario Superior Court of Justice on the application of either the Complainant or the Respondents, on notice to the other and to the Other Parties.
5. Any decisions and rulings with respect to the Matter or with respect to any issues or aspects of the arbitration hereunder (including without limitation procedures of the arbitration) will be made by the Arbitrator. All decisions of the Arbitrator with respect to the resolution of the Matter (but not with respect to any other issues or aspects of the arbitration unless the Complainant or the Respondents so require) will be rendered in writing and will contain a brief recital of the facts upon which the decision is made and the reasons therefor.
6. Subject to any decision of the Arbitrator to the contrary, the following will apply to the arbitration of any Matter:
  - (a) within fifteen (15) Business Days of the appointment of the Arbitrator, the Complainant must deliver to the Respondents and the Other Parties and to the Arbitrator a written

statement (the "Claim") concerning the Matter setting forth, with particularity, its position with respect to the Matter and the material facts upon which it intends to rely;

- (b) within ten (10) Business Days after the delivery of the Claim, each Respondent or the Respondents jointly must deliver to the Complainant and the Other Parties and the Arbitrator a written response (the "Answer") to the Claim setting forth, with particularity, their position on the Matter and the material facts upon which they intend to rely;
- (c) if the Respondents fail to so deliver an Answer within the above time limit the Respondents will be deemed to have admitted the Claim;
- (d) within ten (10) Business Days after the delivery of the Answer, the Complainant may deliver to the Respondents, the Other Parties and the Arbitrator a written reply (the "Reply") to the Answer, setting forth, with particularity, its response, if any, to the Answer;
- (e) within the time provided for the delivery of the Answer to the Claim, the Respondents jointly may also deliver to the Complainant, the Other Parties and the Arbitrator a counter-complaint (the "Counter-Complaint") setting forth, with particularity, any additional Matter for the Arbitrator to decide. Within ten (10) Business Days of the delivery of a Counter-Complaint, the Complainant must deliver to the Respondents, the Other Parties and the Arbitrator an Answer to such Counter-Complaint. Within ten (10) Business Days after the delivery of an Answer to the Counter-Complaint, each Respondent or the Respondents jointly may deliver to the Complainant, the Other Parties and the Arbitrator a Reply to such Answer. If the Complainant fails to deliver an Answer to the Counter-Complaint within the above time limit the Complainant will be deemed to have admitted the Counter-Complaint. Any Matter submitted to arbitration in accordance with this Subsection 6(e) will be governed by and dealt with as if it were the subject of a Complaint in accordance with this Schedule, except that it will be deemed to be a submission to the Arbitrator already appointed, and will be determined by the Arbitrator accordingly;
- (f) the time limits set for the delivery of the documents referred to in Subsections 6(a) to 6(e) inclusive of this Schedule, may be extended by the Arbitrator for such period and for such reasons as he in his discretion may determine upon application made to him by either the Complainant or any of the Respondents, as the case may be, on notice to the other, either before or within seven (7) Business Days after the expiry of the time limit in issue and, if the other wishes to oppose the application, it will be given an opportunity to make submissions on the application;
- (g) upon completion of the steps hereinbefore in this Section 6 provided, or upon the expiry of the time limit provided therefor, if a step provided for in this Section 6 is not taken by such time, either the Complainant or any of the Respondents may make application to the Arbitrator to convene a preliminary hearing for determination of the following:
  - (i) appointing the time, date and place in Ontario or other place mutually agreed between the Complainant and the Respondent for the hearing (the "Hearing") of the Matter or Matters;

- (ii) arranging for the production of documents pertaining to the Matter or Matters as between the Complainant and the Respondents;
  - (iii) arranging for the delivery of and answers to written interrogatories pertaining to the Matter or Matters as between the Complainant and the Respondents; and
  - (iv) prescribing such additional rules and procedures considered by the Arbitrator to be necessary or desirable for the conduct of the arbitration (including, without limitation, compulsion of witnesses and discovery under oath); and
- (h) the Arbitrator will at the time and place appointed by the Arbitrator pursuant to Subsection 6(g) of this Schedule or as he may subsequently direct, convene the Hearing and must, after the Hearing, determine the Matter or Matters submitted to him and make his decision or award.
7. Every decision or award and ruling of the Arbitrator made pursuant hereto are final and binding upon the Complainant and the Respondents and there will be no appeal therefrom. The Arbitrator has jurisdiction to award the costs of the arbitration, including the fees of the Arbitrator, as between the Complainant and the Respondents and to direct the payment of interest in respect of any decision, award or ruling. The Arbitrator has jurisdiction to make any award it thinks fit, including for greater certainty any decision, award or ruling contemplated under any oppression remedy available under the Act, as amended from time to time. The Other Parties shall be entitled to attend and observe the Hearing of the Matter or Matters and all preliminary attendances before the Arbitrator, but shall not otherwise be entitled to participate except as the Complainant and the Respondents shall otherwise agree.
8. Unless decided otherwise by the Arbitrator in accordance with Section 7 of this Schedule, the fees of the Arbitrator will be paid as to one-half (1/2) by the Complainant and the balance by the Respondents.
9. No Matter which may be, or which is capable of being, the subject of a submission to arbitration in accordance with the provisions of this Schedule will give rise to a cause of action between or will be made the subject matter of an action in any court of law or equity by any party to the Agreement unless and until the Matter has been submitted to arbitration and finally determined in accordance with this Schedule by the Arbitrator except for the purpose of seeking an injunction or other equitable remedies pending the submission of the matter to arbitration. Any such action commenced thereafter with respect to the Matter will only be for judgment in accordance with the decision of the Arbitrator and the costs incidental to such action. In any such action, the decision of the Arbitrator will be conclusively deemed to determine the rights and liabilities as between the parties to the arbitration in respect of any Matter.
10. Notwithstanding Section 9 of this Schedule, and within thirty (30) Business Days after the making of an award, either the Complainant or the Respondents may require by written notice to the other (or others) of them to re-attend before the Arbitrator to obtain from it a clarification of the award and any of its terms, and in such event the Hearing shall be deemed to have been adjourned to a date to be selected in the discretion of the Arbitrator; and at the Hearing re-convened as aforesaid such clarification shall be requested and shall be made by the Arbitrator in writing.
11. Notwithstanding Sections 9 and 10 of this Schedule, either the Complainant or the Respondents may request (upon written notice to the other or others of them), that the Arbitrator re-consider

the award upon the basis of material new evidence which was not known (or available upon reasonable search therefor) but only after the award has been satisfied in accordance with its terms, and within a period of one year after the date of award. Upon receipt of such request the Arbitrator shall convene a preliminary hearing to establish rules and procedures to review and determine whether such evidence is new, and material, and whether it could have been discovered with reasonable search. If after such review and consideration, the Arbitrator determines that such evidence is new, material and could not have been discovered without reasonable search, a new Claim may be made in accordance with this Schedule, and at the conclusion of the arbitration thereof the Arbitrator may if he deems fit set aside the award under re-consideration and may make a new award with any remedial terms he considers necessary or desirable.

12. The Complainant, the Respondents and the Other Parties shall take all reasonable steps to ensure that the conduct of the arbitration and the terms of any award shall be kept confidential.