



NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Non-competition and Non-solicitation Agreement ("Agreement") is made by and between WinProbe Corporation ("WinProbe") and the undersigned ("EMPLOYEE").

Now, therefore, in consideration of WinProbe's compensation for the employment and the promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, parties hereto agree as follows:

RECITALS

A. WinProbe is in the business of developing medical ultrasonic scanners for various applications and customers throughout the world.

B. At great expense and effort, WinProbe has secured various contracts and has solicited potential contracts in various locations and markets. In this regard, EMPLOYEE will have responsibilities to WinProbe that involve use of certain trade secrets and other technical and business information of WinProbe that WinProbe considers to be confidential and/or proprietary. Additionally, EMPLOYEE will help develop WinProbe's business plans, product/service specifications, prototypes, computer programs, software, models, drawings, marketing plans, financial data, and customer/supplier lists. The parties acknowledge that WinProbe will provide EMPLOYEE with particularized and unique access to information relative to WinProbe's business, which information was developed at considerable time and expense to WinProbe.

C. In addition to its EMPLOYEES, WinProbe considers its most valuable assets to be its trade secrets, processes, formulae, data, software, improvements, inventions, techniques, marketing plans, strategies, forecasts, computer programs, patentable material, copyrightable material, customer/supplier lists, other technical and business information, business plans, product/service specifications, prototypes, models, drawings, financial data, and any and all other information, whether communicated orally or in documentary or other tangible form, concerning how WinProbe operates its business. The parties to this Agreement recognize that WinProbe has invested considerable amounts of time and money in attaining and developing all of the information described above (hereinafter "Confidential and Proprietary Information"), and any unauthorized disclosure or release of such Confidential and Proprietary Information in any form would irreparably harm WinProbe.

D. The parties recognize that (a) EMPLOYEE may take part in attaining and developing, and/or otherwise will have access to WinProbe's Confidential and Proprietary Information in the course of his/her involvement at WinProbe, (b) protecting WinProbe's Confidential and Proprietary Information from disclosure to others not only benefits WinProbe, but benefits all of WinProbe's EMPLOYEES who remain involved, as their well-being is dependent upon the preservation of WinProbe's business, and (c) any relationship(s) that develop between the EMPLOYEE and a customer/client of WinProbe is an asset of WinProbe.

Exhibit III

E. The parties further recognize that WinProbe has legitimate business interests to protect, including (a) valuable Confidential and Proprietary Information (some of which qualifies as trade secrets under Florida law), (b) substantial relationships with specific prospective and existing clients/customers, and (c) client/customer goodwill associated with extraordinary or specialized training of its partners and with promotion of WinProbe's business practice throughout the industry.

In consideration of the premises and the mutual promises set forth in this Agreement, the parties to this Agreement hereby agree to the following:

1. Definitions.

"Competing Business" shall mean any one or more of the following: (i) any medical technology business, including but not limited to ultrasonic scanning; (ii) any other business that WinProbe or any of its Subsidiaries, if any, engages in during the term of this Agreement; or (iii) any other business in which WinProbe or its Subsidiaries develops an intention to engage during the term of this Agreement and, (a) for which WinProbe or its Subsidiaries prepared an existing business plan or (b) for which the Board of Directors of WinProbe or any of its Subsidiaries commissioned a business plan before the date on which EMPLOYEE ceased to be an EMPLOYEE of WinProbe.

"Person" shall mean an individual, partnership, corporation, limited liability company, association, trust, joint venture, unincorporated organization and any government, governmental department or agency or political subdivision thereof.

"Protected Territory" shall mean the location at which and/or any other country/state in which WinProbe or any of its Subsidiaries provides any of its services, sells or distributes any of its products, or has solicited or entered into negotiations with potential customers, as of the date the EMPLOYEE is no longer an EMPLOYEE of WinProbe.

2. Term.

The term of this Agreement shall be during EMPLOYEE'S participation with WinProbe and for a period of one (1) year thereafter, regardless of the reason for EMPLOYEE'S termination of participation; provided however, that WinProbe may in its sole discretion elect to extend the term of this Agreement for up to an additional two years, as follows. If WinProbe shall elect to extend the term of this Agreement, it shall provide written notice of its election to EMPLOYEE within 10 business days following the termination of EMPLOYEE'S participation. Such notice shall be sent by registered mail to EMPLOYEE'S address specified below, shall specify the number of months by which WinProbe wishes to extend the term (not to exceed 24 months), and shall state that WinProbe will pay EMPLOYEE the amount of \$1,000 for each such month by which the term has been extended (the "Extension Consideration"). As a condition to receiving the Extension Consideration, EMPLOYEE must remain bound by and comply with Paragraph 3 of this Agreement throughout the remainder of the term; as such term has been extended pursuant to WinProbe's written notice to EMPLOYEE.

Upon fulfillment of such condition, the Extension Consideration will be paid to EMPLOYEE in one lump sum within 30 days following expiration of the term, less any withholding that WinProbe may then be obligated to withhold under applicable federal or state law.

Exhibit III

3. Non-competition.

During the term hereof; the EMPLOYEE agrees that he/she will not, singly, jointly, or as a partner, member, employee, agent, officer, director, stockholder, consultant, independent contractor, or joint venturer, or in any other capacity, directly or beneficially:

- (i) own, manage, operate, join, control, or participate in the ownership, management, operation or control of; or permit the use of his/her name by, or work for, or provide consulting, financial or other assistance to, or be connected in any manner with, a Competing Business within the Protected Territory;
- (ii) employ, retain or engage (as an employee, consultant or independent contractor) any person who, on the date hereof or at any time hereafter during the term of this Agreement, is an EMPLOYEE of WinProbe or any of its Subsidiaries;
- (iii) induce or attempt to induce any Person who, on the date hereof or at any time hereafter during the term of this Agreement, is an employee of WinProbe or any of its Subsidiaries to terminate his/her or her participation with WinProbe or any of its Subsidiaries;
- (iv) induce or attempt to induce any Person who is a customer of WinProbe or any of its Subsidiaries, or who otherwise is a contracting party with WinProbe or any of its Subsidiaries, or who otherwise is in negotiations with WinProbe or any of its Subsidiaries, as of the date hereof or at any time hereafter during the term of this Agreement to terminate any written or oral agreement or understanding with WinProbe or any of its Subsidiaries.

4. Enforcement.

- (i) EMPLOYEE expressly acknowledges that any breach or violation of any of the covenants contained in Paragraph 3 of this Agreement will cause immediate and irreparable injury to WinProbe.
- (ii) In the event of a breach, intended breach or inevitable breach of any of the covenants described in Paragraph 3 of this Agreement by EMPLOYEE, WinProbe, in addition to all other legal and equitable remedies, shall be entitled to injunctions, both preliminary and temporary, and restraining orders, enjoining and restraining such breach, intended breach or inevitable breach of any of the covenants described in Paragraph 3 in a court of competent jurisdiction.
- (iii) Should such court hold any provisions of this Agreement invalid, EMPLOYEE agrees that it shall be construed and/or reformed by such court so as to be judged reasonable and enforceable unless to do so would be contrary to law or public policy. If EMPLOYEE violates Paragraph 3 of this Agreement and WinProbe brings legal action for injunctive or other relief; the non-competition covenant shall be deemed to have the duration specified herein, computed from the date the relief is granted. If either party brings an action to enforce any provision(s) of this Agreement in a court of competent jurisdiction and secures any relief; the other party shall pay to the prevailing party all costs and expenses the prevailing party incurs in enforcing this Agreement, including the prevailing party's court costs and attorney's fees.

Exhibit III

5. Amendments Waiver.

Any amendment to or modification of this Agreement, and any waiver of any provision hereof; shall be in writing and shall require the prior written approval of WinProbe. Any waiver by WinProbe of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof.

6. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7. Consent to Jurisdiction.

The Employee hereby agrees to submit to the nonexclusive jurisdiction of the appropriate court in and of the State of Florida and to the courts to which an appeal of the decisions of such courts may be taken. EMPLOYEE consents that service of process with respect to all courts in and of the State of Florida may be made by registered mail to EMPLOYEE'S home address listed below.

8. Successors and Assigns.

EMPLOYEE shall not assign or transfer his/her rights or obligations under this Agreement without WinProbe's prior written consent. WinProbe may transfer its rights in and under this Agreement without EMPLOYEE'S consent. WinProbe shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

9. Captions Gender and Number.

The captions of the sections of this Agreement are for convenience and reference only and in no way define, limit or affect the scope or substance of any section of this Agreement. The gender and number used in this Agreement are used as reference terms only and shall apply with the same effect whether the parties are of the masculine, neuter or feminine gender, corporate or other form, and the singular shall likewise include the plural.

10. At-Will Employee.

EMPLOYEE understands that this Agreement does not create any obligation on the part of WinProbe or any other person or entity to continue his/her participation for any definite term. EMPLOYEE is considered an at- will employee of WinProbe unless EMPLOYEE is given a separate written agreement.

Exhibit III

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the
____ day of _____ 2013

WINPROBE CORPORATION

11 662 Lake Shore Place,
North Palm Beach
Florida 33408

(Signature)
W. Guy Scott
President

EMPLOYEE:

Name:
Address:

(Signature)