



**PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT**

This Proprietary Information and Inventions Agreement ("Agreement") is made by and between WINPROBE CORPORATION, a Delaware corporation ("WinProbe") and the undersigned ("EMPLOYEE").

NOW, THEREFORE, in consideration of continued employment with WinProbe of EMPLOYEE and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. EMPLOYEE recognizes that WinProbe is engaged in a continuous program of research, development and production respecting its business, present and future, including fields generally related to its business and that WinProbe possesses, will possess, and will continue to possess information that has been created, discovered, developed or otherwise become known to WinProbe (including, without limitation, information created by, discovered or developed by, or made known to, EMPLOYEE during the period of or arising out of EMPLOYEE'S participation in WinProbe's endeavors and/or in which property rights have been or will be assigned or otherwise conveyed to WinProbe, which information has and will have commercial value in the business in which WinProbe is engaged. All of the aforementioned information is hereinafter referred to as "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes trade secrets, processes, formulae, data, software programs, improvements, inventions, techniques, marketing plans, strategies, forecasts, software, computer programs and copyrightable material, customer lists and vendor lists.

2. EMPLOYEE understands that his/her participation creates a relationship of confidence and trust between the EMPLOYEE and WinProbe with respect to any information:

- (a) Applicable to the business of WinProbe; or
- (b) Applicable to the business of any client/customer of WinProbe, which may be made known to EMPLOYEE by WinProbe or by any client/customer of WinProbe, or learned by EMPLOYEE during the period of participation.

3. EMPLOYEE agrees that all Proprietary Information shall be the sole property of WinProbe and its assigns, and WinProbe and its assigns shall be the sole owner of all patents, copyrights and other rights in connection therewith. EMPLOYEE hereby assigns to WinProbe any rights he/she may have or acquire in such Proprietary Information. At all times, both during EMPLOYEE'S participation with WinProbe and after termination of the participation by WinProbe or by EMPLOYEE for any reason, EMPLOYEE will keep in confidence and trust all Proprietary Information, and EMPLOYEE will not use or disclose any Proprietary Information or anything relating to WinProbe without the written consent of WinProbe, except as may be necessary in the ordinary course of performing EMPLOYEE'S duties for WinProbe.

All documents, records, apparatus, equipment and other physical property, whether or not pertaining to Proprietary Information, furnished to EMPLOYEE by WinProbe or produced by EMPLOYEE or others in connection with his/her participation shall be and remain the sole property of WinProbe and shall be returned to it immediately as and when requested by WinProbe. Even if WinProbe does not so request, EMPLOYEE shall return and deliver all such property upon termination of participation by either party for any reason. EMPLOYEE will not take any such

## Exhibit II

property or any reproduction of such property upon such termination of participation. If WinProbe shall so request, EMPLOYEE shall certify in writing that all such property has been returned to WinProbe.

5. EMPLOYEE will promptly disclose to WinProbe, or any persons designated by it, all improvements, inventions, formulae, ideas, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by EMPLOYEE, either alone or jointly with others, during the term of EMPLOYEE'S Participation (all such improvements, inventions, formulae, ideas, processes, techniques, know-how and data are hereinafter collectively referred to as "Inventions").

6. EMPLOYEE agrees that all Inventions which he/she develops or has developed (in whole or in part, either alone or jointly with others) during his/her participation and for a period of one year thereafter and (i) which use or have used equipment, supplies, facilities or Proprietary Information of WinProbe, or (ii) which use or have used the hours for which EMPLOYEE is to be or was compensated by WinProbe, or (iii) which relate to the business of WinProbe or to its actual or demonstrably anticipated research and development, or (iv) which result, in whole or in part, from efforts performed by EMPLOYEE for WinProbe, shall be the sole property of WinProbe and its assigns, and WinProbe and its assigns shall be the sole owner of all patents, copyrights and other rights in connection therewith. EMPLOYEE hereby assigns to WinProbe any rights he/she may have or acquire in such Inventions. EMPLOYEE further agrees as to all such Inventions and improvements to assist WinProbe in every proper way (but at WinProbe's expense) to obtain and from time to time enforce patents copyrights or other rights on said Inventions and improvements in any and all countries, and to that end EMPLOYEE will execute all documents for use in applying for and obtaining such patents and copyrights thereon and enforcing same, as WinProbe may desire, together with any assignments thereof to WinProbe or persons designated by it. EMPLOYEE'S obligation to assist WinProbe in obtaining and enforcing patents copyrights or other rights for such Inventions and improvements in any and all countries shall continue beyond the termination of participation, but WinProbe shall compensate EMPLOYEE at a reasonable rate after such termination of participation for time actually spent by him/her at WinProbe's request on such assistance. In the event that WinProbe is unable for any reason whatsoever to secure EMPLOYEE'S signature to any lawful and necessary document required to apply for or execute any patent, copyright or other applications with respect to such Inventions and improvements (including renewals, extensions, continuations, divisions or continuations in part thereof), EMPLOYEE hereby irrevocably designates and appoints WinProbe and its duly authorized officers and agents, as his/her agents and attorneys-in-fact to act for and in EMPLOYEE'S behalf and instead of EMPLOYEE, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other rights thereon with the same legal force and effect as if executed by EMPLOYEE. In the event that WinProbe executes any document as attorney-in-fact on behalf of EMPLOYEE, WinProbe will take reasonable steps to notify EMPLOYEE of such execution as soon as possible after such execution.

7. As a matter of record, EMPLOYEE attaches hereto as Exhibit A, a complete list of all Inventions or improvements relevant to the subject matter of his/her participation by WinProbe which have been made or conceived or first reduced to practice by EMPLOYEE alone or jointly with others prior to his/her participation with WinProbe that EMPLOYEE desires to remove from the operation of this Agreement, and EMPLOYEE covenants that such list is complete. If no such list is attached to this Agreement, EMPLOYEE represents that he/she has no such Inventions and improvements at the time of signing this Agreement.



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8. EMPLOYEE represents that his/her performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by him/her in confidence or in trust prior to participation by WinProbe. EMPLOYEE represents that he/she has not entered into, and agrees not to enter into, any agreement either written or oral in conflict herewith.

9. EMPLOYEE represents that his/her execution of this Agreement, his/her participation with WinProbe, and his/her performance of his/her proposed duties for WinProbe in the development of its business will not violate any obligations EMPLOYEE may have to any former employer.

10. EMPLOYEE expressly acknowledges that any breach or violation of any of the terms of this Agreement will cause immediate and irreparable injury to WinProbe. Furthermore, EMPLOYEE expressly acknowledges that in the event of a breach, intended breach or inevitable breach of any of the terms of this Agreement by him/her, 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 this Agreement in a court of competent jurisdiction. 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 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.

11. EMPLOYEE acknowledges that 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 of such provision or any other provisions thereof.

12. EMPLOYEE hereby agrees that each provision of this Agreement shall be treated as a separate and independent clause, and that the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity or subject so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting and reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

13. This Agreement shall be effective as of the first day of EMPLOYEE'S participation with WinProbe. This Agreement shall be governed by Florida law.

14. 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. This Agreement shall be binding upon EMPLOYEE, his/her heirs, executors, assigns, and administrators and shall inure to the benefit of WinProbe, its successors and assigns.

**Exhibit II**

15. 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 participation agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the \_\_\_\_ day of \_\_\_\_\_ 2016

WINPROBE CORPORATION

11 662 Lake Shore Place,  
North Palm Beach  
Florida 33408

(Signature)  
W. Guy Scott  
President

EMPLOYEE:

Name:  
Address:

(Signature)

**Exhibit II**

EXHIBIT A.

WINPROBE CORPORATION

Ladies/Gentlemen:

1. The following is a complete list of all inventions or improvements relevant to the subject matter of my participation by WINPROBE CORPORATION ("WinProbe") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my participation by WinProbe that I desire to remove from the operation of the attached Proprietary Information and Inventions Agreement.

\_\_\_\_\_ No inventions or improvements

\_\_\_\_\_ See below: Any and all inventions regarding:

\_\_\_\_\_ Additional sheets attached.

2. I propose to bring to my participation the following materials and documents of a Former Employer:

\_\_\_\_\_ No materials or documents

\_\_\_\_\_ See below: