

ADVISOR AGREEMENT

Effective , with domiciled address at (the “**Advisor**”) and , a corporation (the “**Company**”), agree as follows:

1. Services and Consideration.

The Advisor will consult and work with and advise the Company from time to time on matters relating to the Company’s actual or potential business, technology and products (the “**Services**”). As the only consideration due Advisor for Services, Advisor shall receive a service fee of per .

2. Ownership.

Company shall own all right, title and interest (including patent rights, patent applications, copyrights, trade secret rights, mask work rights, trademark rights, sui generis database rights, marketing plans and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas, computer programmes, prototypes and information made or conceived or reduced to practice, in whole or in part, by Advisor that arise out of or in connection with the Services or any Proprietary Information (as defined below) (collectively, “**Inventions**”) since Advisor began providing advisory services to Company. Advisor will promptly disclose and provide all Inventions to Company. Advisor agrees to make and hereby makes all assignments necessary to accomplish the foregoing. Advisor shall further assist Company, at Company’s expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. As reasonably requested by the Company, Advisor shall take all steps reasonably necessary to assist the Company in obtaining and enforcing in its own name any Invention. The Advisor acknowledges that nothing herein will constitute or be construed as granting any rights to the Advisor, by license or otherwise, in or to any Proprietary Information (as defined below). The Advisor undertakes not to attempt any reverse engineering or analysis or samples on the basis of the Inventions received from the Company.

3. Proprietary Information.

Advisor agrees that all Inventions and other business, technical, commercial and financial information (including, without limitation, the identity of and information relating to Company’s customers or employees) Advisor obtains from or assigns to Company, or develops or learns in connection with the Services, whether in writing, oral or other tangible or intangible forms, constitute “**Proprietary Information**.” Advisor will hold in confidence and not disclose or, except in performing the Services, use any Proprietary Information. However, Advisor shall not be so obligated with respect to information that (i) is or becomes generally known by the public through no fault of Advisor, or (ii) that Advisor knew without any obligation of confidentiality prior to its disclosure by Company. Upon termination or as otherwise requested by Company, Advisor will promptly return to Company all items and copies containing or embodying Proprietary Information. The Advisor agrees not to make, issue or release any public announcements statement or acknowledgement of the existence of this Agreement, the existence of details of any Proprietary Information, any discussions among the parties or any evaluation being

undertaken without the consent of the Company. The Advisor acknowledges that the Company makes no representation or warranty as to the reliability, accuracy or completeness of any Proprietary Information.

4. Termination.

Either party may terminate this Agreement at any time, for any reason, by giving the other party ten (10) days' notice. Sections 2 through to Section 6 of this Agreement and any remedies for breach of this Agreement shall survive any termination or expiration.

5. Relationship of the Parties; No Conflicts; Promotional Rights.

Notwithstanding any provision hereof, for all purposes of this Agreement, each party shall be and act as an independent contractor and not as a partner, joint venturer, agent or employee of the other and shall not bind nor attempt to bind the other to any contract. Advisor represents and warrants that neither this Agreement nor the performance thereof will conflict with or violate any obligation of Advisor or right of any third party. Advisor shall not be eligible to participate in any of Company's employee benefit plans, fringe benefit programmes, group insurance arrangements or similar programmes.

6. Miscellaneous.

This Agreement and the Services performed hereunder are personal to Advisor and Advisor shall not have the right or ability to assign, transfer or subcontract any obligations under this Agreement without the written consent of Company. Any attempt to do so shall be void. Company shall be free to transfer any of its rights under this Agreement to a third party. The Advisor acknowledges that any breach of Section 2 or 3 will cause irreparable harm to Company for which damages would not be an adequate remedy, and therefore, Company shall be entitled to injunctive relief with respect thereto in addition to any other remedies. This is the entire agreement between the parties with respect to the subject matter hereof and no changes or modifications or waivers to this Agreement shall be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and legal fees. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together shall be deemed as one and the same agreement. No failure or delay of the Company in exercising its rights herein shall be deemed to be a waiver of such rights unless expressly made in writing by the Company.

7. Governing law and jurisdiction.

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8. No Rights under Contracts (Rights of Third Parties) Ordinance

A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any of its terms.

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

