

DESIGNATION OF DOMESTIC REPRESENTATIVES

With respect to this recordal of Security Agreement between Oasis Technology, Ltd. and Canadian Imperial Bank of Commerce, Canadian Imperial Bank of Commerce hereby appoints MIDGE M. HYMAN, WILLIAM M. RIED, KIM A. WALKER, MARCI A. BLAZER and ROBERT A. ROSENBERG, of WILLKIE FARR & GALLAGHER, 787 Seventh Avenue, New York, New York 10019-6099, as its domestic representatives on whom may be served notices or process.

POWER OF ATTORNEY

Canadian Imperial Bank of Commerce hereby appoints MIDGE M. HYMAN, WILLIAM M. RIED, KIM A. WALKER, MARCI A. BLAZER and ROBERT A. ROSENBERG, of WILLKIE FARR & GALLAGHER, 787 Seventh Avenue, New York, New York 10019-6099, who are members of the Bar of the State of New York, as its attorneys, to record the attached Security Agreement and to transact all business in the U.S. Patent and Trademark Office in connection therewith with full power of substitution and revocation, and to receive the Certificate of Recordal.

0492787.01

Please direct all inquiries concerning this application to Midge M. Hyman at (212) 728-8772.

Respectfully submitted,
CANADIAN IMPERIAL BANK OF
COMMERCE

By: 

Name: DAVID C. SMITH

Title: MANAGING DIRECTOR

Branch

SECURITY AGREEMENT

For valuable consideration, the undersigned (the "Customer") agrees with **Canadian Imperial Bank of Commerce** ("CIBC") as follows:

1. **Grant of Security.** The Customer mortgages, charges and assigns to CIBC, and grants to CIBC, and CIBC takes, a Security Interest in the property described in the following paragraph or paragraphs of this section (as applicable in accordance with the NOTE appearing at the end of this section), and in all property described in any schedules, documents or listings that the Customer may from time to time sign and provide to CIBC in connection with this Agreement, and in all present and future Accessions to, and all Proceeds of, any such property (collectively, the "Collateral") as a general and continuing collateral security for the due payment and performance of the Liabilities:

- ☐ (a) **Specific Personal Property:** the Personal Property described in Schedule "A".
- ☒ (b) **All Personal Property:** all of the Customer's present and after-acquired undertaking and Personal Property (including any property that may be described in Schedule "A") but excluding Consumer goods.
- ☒ (c) **All Real Property:** all of the Customer's present and after-acquired real property (including any property that may be described in Schedule A), together with all buildings placed, installed or erected on any such property, and all fixtures.

NOTE: Check appropriate box or boxes to indicate which of paragraphs (a), (b) or (c) are to apply. If no box is checked off, paragraph b will apply.

2. **Governing Law.** This Agreement is governed by the laws of Ontario.

ADDITIONAL TERMS AND CONDITIONS. THE ADDITIONAL TERMS AND CONDITIONS (INCLUDING ANY SCHEDULES) ON THE FOLLOWING PAGES FORM PART OF THIS AGREEMENT.

The Customer has signed this Agreement on July 22, 1998.

Witness:

Signature _____ Name (Print) _____

Signature _____ Name (Print) _____

OASIS TECHNOLOGY LTD.

Customer's name in full

Signature _____

Signature _____

100 Sheppard Avenue East, Suite 1200

Customer's street address

North York, Ontario, M2N 6N5

City/Town, Province and Postal Code

NOTE: If the Customer is a corporation, no witness is needed. The office (such as "President" or "Secretary") of the person signing should be noted below that person's signature.

ADDITIONAL TERMS AND CONDITIONS

3. **Places of Business.** The Customer presents and warrants that the locations of all existing Places of Business are specified in Schedule B. The Customer will promptly notify CIBC in writing of any additional Places of Business as soon as they are established. Subject to section 5, the Collateral will at all times be kept at the Places of Business, and will not be removed without CIBC's prior written consent.

4. **Collateral Free of Charges.** The Customer represents and warrants that the Collateral is, and agrees that the Collateral will at all times be, free of any Charge or trust except in favour of CIBC or incurred with CIBC's prior written consent. CIBC may, but will not have to, pay any amount or take any action required to remove or redeem any unauthorized Charge. The Customer will immediately reimburse CIBC for any amount so paid and will indemnify CIBC in respect of any action so taken.

5. **Use of Collateral.** The Customer will not, without CIBC's prior written consent, sell, lease or otherwise dispose of any of the Collateral (other than Inventory, which may be sold, leased or otherwise disposed of in the ordinary course of the Customer's business). All Proceeds of the Collateral (including among other things all amounts received in respect of Receivables), whether or not arising in the ordinary course of the Customer's business, will be received by the Customer as trustee for CIBC and will be immediately paid to CIBC.

6. **Insurance.** The Customer will keep the Collateral insured to its full insurable value against loss or damage by fire and such other risks as are customarily insured for property similar to the Collateral (and against such other risks as CIBC may reasonably require). At CIBC's request, all policies in respect of such insurance will contain a loss payable clause, and if the Collateral includes real property will contain a mortgage clause, in favour of CIBC and in any event the Customer assigns all proceeds of insurance on the Collateral to CIBC. The Customer will, from time to time at CIBC's request, deliver such policies (or satisfactory evidence of such policies) to CIBC. If the Customer does not obtain or maintain such insurance, CIBC may, but will not have to, do so. The Customer will immediately reimburse CIBC for any amount so paid. The Customer will promptly give CIBC written notice of any loss or damage to all or any part of the Collateral.

7. **Information and Inspection.** The Customer will from time to time immediately give CIBC in writing all information requested by CIBC relating to the Collateral, the Places of Business, and the Customer's financial or business affairs. The Customer will promptly advise CIBC of the Serial Number, model year, make and model of each Serial Number Good at any time included in the Collateral that is held as Equipment, including in circumstances where the Customer ceases holding such Serial Number Good as Inventory and begins holding it as Equipment. CIBC may from time to time inspect any Books and Records and any Collateral, wherever located. For that purpose CIBC may, without charge, have access to each Place of Business and to all mechanical or electronic equipment, devices and processes where any of them may be stored or from which any of them may be retrieved. The Customer authorizes any Person holding any Books and Records to make them available to CIBC, in readable form, upon request by CIBC.

8. **Receivables.** If the Collateral includes Receivables, CIBC may advise any Person who is liable to make any payment to the Customer of the existence of this Agreement. CIBC may from time to time confirm with such Persons the existence and the amount of the Receivables. Upon Default, CIBC may collect and otherwise deal with the Receivables in such manner and upon such terms as CIBC considers appropriate.

9. **Receipts Prior to Default.** Until Default, all amounts received by CIBC as Proceeds of the Collateral will be applied on account of the Liabilities in such manner and at such times as CIBC may consider appropriate or at CIBC's option, may be held unappropriated in a collateral account or released to the Customer.

10. **Default.**

(1) **Events of Default.** The occurrence of any of the following events or conditions will be a Default:

- (a) the Customer does not pay any of the Liabilities when due;
- (b) the Customer does not observe or perform any of the Customer's obligations under this Agreement or any other agreement or document existing at any time between the Customer and CIBC;

- (c) any representation, warranty or statement made by or on behalf of the Customer to CIBC is untrue in any material respect at the time when or as of which it was made;
 - (d) the Customer ceases or threatens to cease to carry on in the normal course the Customer's business or any material part thereof;
 - (e) if the Customer is a corporation, there is, in CIBC's reasonable opinion, a change in effective control of the Customer, or if the Customer is a partnership, there is a dissolution or change in the membership of the partnership;
 - (f) the Customer becomes insolvent or bankrupt or makes a proposal or files an assignment for the benefit of creditors under the Bankruptcy and Insolvency Act (Canada) or similar legislation in Canada or any other jurisdiction; a petition in bankruptcy is filed against the Customer; or, if the Customer is a corporation, steps are taken under any legislation by or against the Customer seeking its liquidation, winding-up, dissolution or reorganization or any arrangement or composition of its debts;
 - (g) a Receiver, trustee, custodian or other similar official is appointed in respect of the Customer or any of the Customer's property;
 - (h) the holder of a Charge takes possession of all or any part of the Customer's property, or a distress, execution or other similar process is levied against all or any part of such property; or
 - (i) CIBC, in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy.
- (2) Rights upon Default. Upon Default, CIBC and a Receiver, as applicable, will to the extent permitted by law have the following rights.
- (a) Appointment of Receiver. CIBC may by instrument in writing appoint any Person as a Receiver of all or any part of the Collateral. CIBC may from time to time remove or replace a Receiver, or make application to any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by CIBC will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the Customer's agent. CIBC may from time to time fix the Receiver's remuneration and the Customer will pay CIBC the amount of such remuneration. CIBC will not be liable to the Customer or any other Person in connection with appointing or not appointing a Receiver or in connection with the Receiver's actions or omissions.
 - (b) Dealings with the Collateral. CIBC or a Receiver may take possession of all or any part of the Collateral and retain it for as long as CIBC or the Receiver considers appropriate, receive any rents and profits from the Collateral, carry on (or concur in carrying on) all or any part of the Customer's business or refrain from doing so, borrow on the security of the Collateral, repair the Collateral, process the Collateral, prepare the Collateral for sale, lease or other disposition, and sell or lease (or concur in selling or leasing) or otherwise dispose of the Collateral on such terms and conditions (including among other things by arrangement providing for deferred payment) as CIBC or the Receiver considers appropriate. CIBC or the Receiver may (without charge and to the exclusion of all other Persons including the Customer) enter upon any Place of Business.
 - (c) Realization. CIBC or a Receiver may use, collect, sell, lease or otherwise dispose of, realize upon, release to the Customer or other Persons and otherwise deal with, the Collateral in such manner, upon such terms (including among other things by arrangement providing for deferred payment) and at such times as CIBC or the Receiver considers appropriate. CIBC or the Receiver may make any sale, lease or other disposition of the Collateral in the name of and on behalf of the Customer or otherwise.
 - (d) Application of Proceeds After Default. All Proceeds of Collateral received by CIBC or a Receiver may be applied to discharge or satisfy any expenses (including among other things the Receiver's remuneration and other expenses of enforcing CIBC's rights under this Agreement), Charges, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by CIBC or the Receiver to preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Charges on the Collateral ranking in priority to any Charge created by this Agreement, or to sell, lease or otherwise dispose of the

Collateral. The balance of such Proceeds will be applied to the Liabilities in such manner and at such times as CIBC considers appropriate and thereafter will be accounted for as required by law.

(3) **Other Legal Rights.** Before and after Default, CIBC will have, in addition to the rights specifically provided in this Agreement, the rights of a secured party under the PPSA, as well as the rights recognized at law and in equity. No right will be exclusive of or dependent upon or merge in any other right, and one or more of such rights may be exercised independently or in combination from time to time.

(4) **Deficiency.** The Customer will remain liable to CIBC for payment of any Liabilities that are outstanding following realization of all or any part of the Collateral.

11. **CIBC not Liable.** CIBC will not be liable to the Customer or any other Person for any failure or delay in exercising any of its rights under this Agreement (including among other things any failure to take possession of, collect, or sell, lease or otherwise dispose of, any Collateral). None of CIBC, a Receiver or any agent of CIBC (including, in Alberta, any sheriff) is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Chattel Paper, Securities or Instrument in possession of CIBC, a Receiver or CIBC's agent.

12. **Charges and Expenses.** The Customer agrees to pay on demand all costs and expenses incurred (including among other things legal fees on a solicitor and client basis) and fees charged by CIBC in connection with obtaining or discharging this Agreement or establishing or confirming the priority of the Charges created by this Agreement or by law, compliance with any demand by any Person under the PPSA to amend or discharge any registration relating to this Agreement, and by CIBC or any Receiver in exercising any remedy under this Agreement (including among other things preserving, repairing, processing, preparing for disposition and disposing of the Collateral by sale, lease or otherwise) and in carrying on the Customer's business. All such amounts will bear interest from time to time at the highest interest rate then applicable to any of the Liabilities, and the Customer will reimburse CIBC upon demand for any amount so paid.

13. **Further Assurances.** The Customer will from time to time immediately upon request by CIBC take such action (including among other things the signing and delivery of financing statements and financing change statements, other schedules, documents or listings describing property included in the Collateral, further assignments and other documents, and the registration of this Agreement or any other Charge against any of the Customer's real property) as CIBC may require in connection with the Collateral or as CIBC may consider necessary to give effect to this Agreement. If permitted by law, the Customer waives the right to sign or receive a copy of any financing statement or financing change statement, or any statement issued by any registry that confirms any registration of a financing statement or financing change statement, relating to this Agreement. The Customer irrevocably appoints the Manager or the Acting Manager from time to time of CIBC's branch specified on the first page of this Agreement as the Customer's attorney (with full powers of substitution and delegation) to sign, upon Default, all documents required to give effect to this section. Nothing in this section affects the right of CIBC as secured party, or any other Person on CIBC's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as CIBC or such other Person considers appropriate.

14. **Dealings by CIBC.** CIBC may from time to time increase, reduce, discontinue or otherwise vary the Customer's credit facilities, grant extensions of time and other indulgences, take and give up any Charge, abstain from taking, perfecting or registering any Charge, accept compositions, grant releases and discharges and otherwise deal with the Customer, customers of the Customer, guarantors and others, and with the Collateral and any Charges held by CIBC, as CIBC considers appropriate without affecting the Customer's obligations to CIBC or CIBC's rights under this Agreement.

15. **Definitions.** In this Agreement:

"Accessions", "Account", "Chattel Paper", "Document of Title", "Equipment", "Goods", "Instrument", "Intangible", "Inventory", "Proceeds", "Purchase-Money Security Interest" and "Security Interest" have the respective meanings given to them in the PPSA.

"Books and Records" means all books, records, files, papers, disks, documents and other repositories of data recording, evidencing or relating to the Collateral to which the Customer (or any Person on the Customer's behalf) has access.

"Charge" means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), assignment, financial lease, title retention agreement or arrangement, security interest or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property that is prior to the right of any other creditor in respect of such property.

"Consumer Goods" has the meaning given to it in the PPSA, except that, if this Agreement is governed by the laws of the Yukon, it does not include special consumer goods as that term is defined in the Yukon PPSA.

"Default" has the meaning set out in subsection 10(1).

"Liabilities" means all present and future indebtedness and liability of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Customer to CIBC, wherever and however incurred and any unpaid balance thereof.

"Money" has the meaning given to it in the PPSA or, if there is no such definition, means a medium of exchange authorized or adopted by the Parliament of Canada as part of the currency of Canada, or by a foreign government as part of its currency.

"Person" means any natural person or artificial body (including among others any firm, corporation or government).

"Personal Property" means personal property and includes among other things Inventory, Equipment, Receivables, Books and Records, Chattel Paper, Goods, Documents of Title, Instruments, Intangibles (including intellectual property), Money, and Securities, and includes all Accessions to such property.

"Place of Business" means a location where the Customer carries on business or where any of the Collateral is located (including any location described in Schedule B).

"PPSA" means the legislation that applies in the province or territory noted in section 2 of this Agreement, as such legislation may be amended, renamed or replaced from time to time (and includes all regulations from time to time made under such legislation) as follows: in the case of Ontario, the Personal Property Security Act; in the case of Alberta, British Columbia, Manitoba, Prince Edward Island, Saskatchewan and the Yukon Territory, the Personal Property Security Act; and in the case of any other province or territory, such legislation as deals generally with Charges on personal property.

"Receivables" means all debts, claims and choses in action (including among other things Accounts and Chattel Paper) now or in the future due or owing to or owned by the Customer.

"Receiver" means a receiver or a receiver and manager.

"Securities" has the meaning given to it in the PPSA or, if there is no such definition and the PPSA defines "security" instead, it means the plural of that term.

"Serial Number" means the number that the Person who manufactured or constructed a Serial Number Good permanently marked or attached to it for identification purposes or, if applicable, such other number as the PPSA stipulates as the serial number or vehicle information number to be used for registration purposes of such Serial Number Good.

"Serial Number Good" means a motor vehicle, trailer, mobile home, aircraft airframe, aircraft engine or aircraft propeller, boat or an outboard motor for a boat.

16. **General.**

- (1) **Reservation of the Last Day of any Lease.** The Charges created by this Agreement do not extend to the last day of the term of any lease or agreement for lease; however, the Customer will hold such last day in trust for CIBC and, upon the exercise by CIBC of any of its rights under this Agreement following Default, will assign such last day as directed by CIBC.
- (2) **Attachment of Security Interest.** The Security Interests created by this Agreement are intended to attach (i) to existing Collateral when the Customer signs this Agreement, and (ii) to Collateral subsequently acquired by the Customer, immediately upon the Customer acquiring any rights in such Collateral. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.
- (3) **Purchase-Money Security Interest.** If CIBC gives value for the purpose of enabling the Customer to acquire rights in or to any (of the Collateral, the Customer will in fact apply such value to acquire those rights (and will provide CIBC with such evidence in this regard as CIBC may require), and the Customer grants to CIBC, and CIBC takes, a Purchase-Money

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Security Interest in such Collateral to the extent that the value is applied to acquire such rights. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the amount of any such value.

- (4) Description of Collateral in Schedule A. The fact that box (b) or box (c) of section 1 has been checked without there being any property described in Schedule A does not affect the nature or validity of CIBC's security in the Collateral.
 - (5) Entire Agreement. CIBC has not made any representation or undertaken any obligation in connection with the subject matter of this Agreement other than as specifically set out in this Agreement, and in particular nothing contained in this Agreement will require CIBC to make, renew, or extend the time for payment of any loan or other credit accommodation to the Customer or any other Person.
 - (6) Additional Security. The Charges created by this Agreement are in addition and without prejudice to any other Charge now or later held by CIBC. No Charge held by CIBC will be exclusive of or dependent upon or merge in any other Charge, and CIBC may exercise its rights under such Charges independently or in combination.
 - (7) Joint and Several Liability. If more than one Person signs this Agreement as the Customer, the obligations of such Persons will be joint and several.
 - (8) Severability; Headings. Any provision of this Agreement that is void or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions of this Agreement. The headings in this Agreement are for convenience only and do not limit or extend the provisions of this Agreement.
 - (9) Interpretation. When the context so requires, the singular will be read as the plural, and vice versa.
 - (10) Copy of Agreement. The Customer acknowledges receipt of a copy of this Agreement.
 - (11) Waivers. If this Agreement is governed by the laws of Saskatchewan and the Customer is a corporation, the Customer agrees that The Limitation of Civil Rights Act, The Land Contracts (Actions) Act and Part IV (excepting only section 46) of The Saskatchewan Farm Security Act do not apply insofar as they relate to actions as defined in those Acts, or insofar as they relate to or affect this Agreement, the rights of CIBC under this Agreement or any instrument, Charge, security agreement or other document of any nature that renews, extends or is collateral to this Agreement.
 - (12) Notice. CIBC may send to the Customer, by prepaid regular mail addressed to the Customer at the Customer's address last known to CIBC, copies of any document required by the PPSA to be delivered by CIBC to the Customer. Any document mailed in this manner will be deemed to have been received by the Customer upon the earlier of actual receipt by the Customer and the expiry of 10 days after the mailing date. A certificate or affidavit of any of CIBC's authorized representatives is admissible in evidence to establish the mailing date.
 - (13) Enurement; Assignment. This Agreement will enure to the benefit of and be binding upon (i) CIBC, its successors and assigns, and (ii) the Customer and the Customer's heirs, executors, administrators, successors and permitted assigns. The Customer will not assign this Agreement without CIBC's prior written consent.
17. Additional Provisions. The parties hereto agree that the terms, conditions and other matters referred to in Schedule "C" form part of this Agreement.

Schedule A

The following is a description of property included in the Collateral (describe personal property by item or kind; if space is insufficient, use a separate sheet):

Schedule B

The following are the Places of Business (if space is insufficient, use a separate sheet):

100 Sheppard Avenue East
Suite 1200
North York, Ontario
M2N 6N5

SCHEDULE "C"

The parties agree that the terms and conditions of the annexed Security Agreement (the "Agreement") shall be amended and supplemented as follows:

1. For the purposes of the Agreement and this Schedule "C", the term "intellectual property" shall be deemed to include:

- (a) all present and after-acquired intellectual or industrial property of the Customer, including, without limitation, all patents, patent applications, inventions, copyright (whether registered or not), copyright applications, trademarks (whether registered or not), trademark applications, trade names, moral and personality rights, industrial designs (whether registered or not), industrial design applications, topographies, plant breeders' rights, trade secrets, know-how, confidential and other proprietary information, and contractual rights in its favour, along with any and all covenants not to compete; and
- (b) all income, royalties, damages, payments and claims now and hereafter due and or payable to the Customer with respect thereto including, but not restricted to, damages, payments and rights to sue for past, present or future infringements or misappropriations thereof, and all other rights corresponding thereto throughout the world.

2. The Customer hereby represents and warrants to CIBC that unless otherwise set out in any of the Addenda to this Schedule "C":

- (a) the Customer has all right, title and interest in (free and clear of all encumbrances of any nature whatsoever) all intellectual property reasonably necessary for the conduct of the business as now conducted and presently proposed to be conducted by the Customer;
- (b) the execution, delivery and performance by the Customer of the Agreement and this Schedule "C" do not and will not contravene any contractual restriction binding on or affecting the Customer or any of the intellectual property;
- (c) Addenda I attached to this Schedule "C" lists all patents, patent applications, trade marks, trade mark applications, industrial design, industrial design applications, copyright and other intellectual property now owned or held by the Customer;
- (d) to the best knowledge of the Customer neither it nor any of its subsidiaries or affiliates is infringing or is alleged to be infringing the intellectual property rights of any person;
- (e) there is no infringement, passing off or other claims against or pending against the Customer, or any of the Customer's intellectual property.

- (f) the Customer is the owner (free and clear of all encumbrances of any nature whatsoever) of the copyright and other intellectual property described in Addendum I, and all such applications and registrations, and the licences referred to in Addendum I, are valid and in good standing;
- (g) the Customer has in place, and will maintain, such confidentiality and other agreements as may be necessary from time to time to preserve the Customer's intellectual property, and obtain from all employees (and appropriate third parties providing services to the Customer) releases of any claims against the Customer's intellectual property and waiver of moral and personality rights (if any) against the Customer's copyright interests in the form of the standard employee agreement attached hereto as Addenda II; and
- (h) except as disclosed in writing to CIBC, the Customer has not previously assigned, transferred, conveyed or otherwise encumbered its right, title and interest to the intellectual property.

3. The Customer covenants and agrees with CIBC as follows:

- (a) the charge conferred by the Customer on CIBC of the Customer's intellectual property shall be a security interest therein (including in any royalties or other like payments to which the Customer may be entitled for any intellectual property which it licenses to others) and shall not constitute an absolute (but only a conditional) assignment of the Customer's interest in the said intellectual property. That is, any such assignment shall be subject to satisfaction of the condition precedent that the Customer shall have defaulted under its obligations to CIBC under the Agreement or any other contract between the parties, and CIBC has determined by notice in writing to the Customer to rely on such default in exercising one or more of the remedies available to CIBC in the circumstances. Upon giving such notice, CIBC shall have the right under the power of attorney conferred on it under section 13 of the Agreement to execute and deliver an assignment to CIBC (or to such other person as CIBC may determine) of the subject intellectual property and to take such further and other steps as may be permitted by law. The time for attachment of the security interest created hereby has not been postponed and is intended to attach when this Agreement is signed by the Customer and attaches at that time to Collateral in which the Customer then has any right, title or interest and attaches to Collateral in which the Customer subsequently acquires any right, title or interest at the time when the Customer first acquires such right, title or interest;
- (b) to remain liable under each of its contracts, licences and other documents relating to the intellectual property and to observe and perform all of the conditions and obligations to be observed by it thereunder, and CIBC shall not have any obligation or liability under any such contracts, licences or documents by reason of or arising out of this Agreement and this Schedule "C", or the granting to CIBC of the security interest in the intellectual property, nor shall CIBC be required or obligated in any manner to perform or fulfil any of the obligations of the

Customer under or pursuant to any contract, licence or other documents in relation to the intellectual property;

- (c) to maintain and preserve, and cause each of its subsidiaries and affiliates (if any) to maintain and preserve, all its intellectual property (including, without limitation the patents, patent applications, trade marks, trade mark applications, design marks, design mark applications copyright and other intellectual property described in Addenda I to this Schedule "C") so as to permit the Customer's business to be properly and advantageously conducted at all times in accordance with prudent business management;
- (d) at the request of CIBC, to deliver to an independent trustee appointed by CIBC by notice in writing to the Customer (against delivery of a confidentiality agreement in favour of the Customer containing terms and conditions satisfactory to the Customer, acting reasonably) of copies of such computer source code(s) and other confidential information forming part of the Customer's intellectual property as CIBC may require in writing, and to update such copies from time to time as CIBC may require, acting reasonably; and
- (e) from time to time to update by notice in writing to CIBC the information contained in each of the Addenda to Schedule "C" promptly following any change therein, and, in any event, to provide an annual written report in form and substance acceptable to CIBC in respect of all the Customer's intellectual property (and that of its subsidiaries and affiliates, if any).

4. The Customer acknowledges that the rights conferred on CIBC following default by the Customer of its obligations to CIBC, include, but are not restricted to, the right to delay the disposition of all or any part of the Customer's intellectual property to permit CIBC to pursue recovery from third parties who CIBC alleges are infringing the Customer's intellectual property.

5. Notwithstanding any other provision of this Agreement, CIBC hereby agrees that upon realization of its security interests under this Agreement CIBC will not revoke the license agreements then in place with licensees of the Customer until any such license agreement is materially in default by a licensee at which time CIBC may terminate the license agreement in accordance with the terms of that agreement. This undertaking by CIBC will not require CIBC to incur any financial, support or maintenance obligations of the Customer to licensees under such license agreements.

ADDENDA I TO SCHEDULE "C"

LIST OF ALL PATENTS, PATENT APPLICATIONS, TRADE MARKS, TRADE MARK APPLICATIONS, INDUSTRIAL DESIGN INDUSTRIAL DESIGN APPLICATIONS, COPYRIGHT AND OTHER INTELLECTUAL PROPERTY

1. **Patents and Patent Applications**

None

2. **Trade-Marks and Trade-Mark Applications**

No registered trade-marks. Trade-mark applications are as follows:

<u>DESCRIPTION</u>	<u>JURISDICTION</u>	<u>FILING DATE</u>	<u>APPLICATION NUMBER</u>
Oasis & Design	Canada	September 7, 1995	791,977
IST	Canada	September 7, 1995	791,976
Oasis & Design	USA	November 6, 1995	75/015514
IST	USA	November 6, 1995	75/015503

3. **Industrial Design and Industrial Design Applications**

None

4. **Copyright**

No registrations

5. **Other Intellectual Property and Licenses of Intellectual Property**

None

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CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

THIS AGREEMENT made the •th day of •, 199•, between Oasis Technology Ltd. ("Oasis") and • (the "Employee").

WHEREAS the Employee is an employee of Oasis;

AND WHEREAS Oasis will be disclosing certain confidential information to the Employee in order for him to meet his obligations as an employee;

AND WHEREAS Oasis requires and the Employee agrees to keep such information confidential;

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I - INTERPRETATION

Definitions

1.01 In this agreement, unless something in the subject matter or context is inconsistent therewith:

"Confidential Information" (a) includes: (i) all information, documentation, knowledge, data, know-how, software, customer lists, pricing structures, terms of contracts or other business information or any material and property owned, possessed or controlled by Oasis or by any business or enterprise which Oasis is involved or has an interest in, which is disclosed to the Employee prior to the execution of this agreement or thereafter, and (ii) Developments; but (b) shall exclude information:

- (i) which at the time of disclosure to the Employee is in the public domain;
- (ii) which after disclosure to the Employee is published or otherwise becomes part of the public domain through no fault or conduct of the Employee (but only after it is published or otherwise becomes part of the public domain); or

(iii) which the Employee can demonstrate was in his possession at the time of disclosure to the Employee and which was not acquired by the Employee under any obligation of confidence.

"Developments" include every development, design, design change, process, invention, procedure or system which is in any way related to Confidential Information where the creation, development or invention of such Development was dependent on or facilitated by the use of Confidential Information and which was created, developed, invented, or drawn by the Employee alone or together with others, during the term of his employment or during the period of one year thereafter.

Applicable Law

1.02 This agreement shall be governed by the laws in force in the Province of Ontario and the parties hereby agree to attorn to the jurisdiction of the courts of Ontario.

ARTICLE II - DISCLOSURE AND CONFIDENTIALITY

Ownership of Confidential Information

2.01 The Confidential Information, and all rights thereto, which has been or will be disclosed to the Employee shall remain the exclusive property of Oasis and shall be held in trust by the Employee for Oasis. The Employee will not directly or indirectly exploit or use the Confidential Information except for the purposes of fulfilling his employment obligations or any other agreements between the parties.

Non-Disclosure by the Employee

2.02 The Employee shall take all necessary action to prevent the disclosure to third parties of the Confidential Information. The Employee shall not disclose any Confidential Information to a third party without the written consent of Oasis.

Copies

2.03 The Employee shall not copy or reproduce the Confidential Information by any means whatsoever without the express written consent of Oasis. All permitted copies shall contain a proprietary and confidential notice indicating Oasis' ownership of such information.

Return

2.04 Immediately upon the termination of employment or at any time upon the request of Oasis, the Employee shall return to Oasis, any or all, (as specified by Oasis in such request),

Confidential Information and copies thereof which may be or have been in the Employee's possession.

Application of Agreement

2.05 This agreement shall govern the relationship between the parties hereto with respect to Confidential Information whether such information was and/or is disclosed in connection with the Agreement or otherwise.

ARTICLE III - NON-COMPETITION

Non-Solicitation

3.01 The Employee shall not, without prior written consent of Oasis, at any time during his employment or for a period of one year thereafter, on his own behalf or on behalf of any person competing or endeavouring to compete with Oasis, directly or indirectly solicit, obtain the business of or interfere with any person that is a customer or prospect of Oasis on or about the date that his employment terminated.

Non-Competition

3.02 (1) The Employee shall not, without the prior written consent of Oasis, during the term of his employment or at any time for a period of one year following his termination of employment, for whatever reason and with or without cause, either individually or in partnership or jointly or in conjunction with any person as principal, agent, employee, shareholder (other than a holding of shares listed on a recognized stock exchange that does not exceed five percent of the outstanding shares so listed) or in any other manner whatsoever carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit his name or any part thereof to be used or employed by any person which is a competitor of Oasis (see Schedule "A").

(2) The Employee confirms that all restrictions in Section 3.02 are reasonable and valid and all defences to the strict enforcement thereof by Oasis are waived by the Employee.

ARTICLE IV - GENERAL

Continuation of Obligations

4.01 The provisions of Articles 1 and 2 shall survive indefinitely after the expiry or termination of the Agreement with respect to any and all Confidential Information disclosed to or obtained by the Employee prior to the date of expiry of the Agreement.

Further Assurances

4.02 Oasis and the Employee at all times, and from time to time, and upon reasonable written request to do so, shall make, do, execute, deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be required for more effectually implementing and carrying out the true intent and meaning of this agreement.

Binding Agreement

4.03 This agreement shall enure to the benefit of and be binding upon the heirs, successors and permitted assigns of the parties hereto.

Entire Agreement

4.04 This agreement supersedes any prior agreements, whether written or oral and all communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. No modification or variation of this agreement shall be valid unless made in writing, clearly expressed to be a modification or variation, and executed by the parties in the same manner as this agreement.

Severability

4.05 If any provision or portion or any provision in this agreement should be held by a court to be unenforceable, invalid or illegal, such provision or such portion of the provision shall be severable and shall be deemed to be deleted and the remaining provisions shall remain valid and binding.

Waiver

4.06 No waiver of a provision of this agreement shall operate as a waiver of any other provision or the same provision on a future occasion.

IN WITNESS WHEREOF the parties have executed this agreement as of the date first above written.

OASIS TECHNOLOGY LTD.

EMPLOYEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed, Sealed and Delivered in the)

presence of)

)

)

)

_____)
as to execution by)

_____)
The Employee

(seal)

Schedule A

Oasis Competitors

ACI - Base24

Arkansas Systems Inc. - Arkansas Software

SLM - ESPLink

S2 Systems Inc. - ON/2

Consolidated Systems of Florida Inc. - u/SWITCHWARE

Delux Data - Connex

IFS International -

US Software Inc. - TRANS24

Verifone Inc

Hypercom Inc

EDS

CCS Technology Group Inc.

Logica

Card Tech Limited

S2M

And any unit of a company whose business is the distribution of a competing product. ie IBM/Tandem/any Oasis Distributor.