

ADDENDUM B

PROBLEM SOLVER CHALLENGE AGREEMENT

(Signed by Problem Solver when first registering to do this particular Challenge)

1.0 NAME OF CHALLENGE

2.0 DEFINITIONS

"Confidential Information" means any information, data, or know-how, including, without limitation, ideas, concepts, trade secrets, technical know-how, product specifications, systems, plans, processes, procedures, techniques, methods, designs, customer and vendor lists, prospect lists, finances of the Solution Seeker and any other information that the Solution Seeker considers and treats as confidential, which is obtained directly or indirectly from the Solution Seeker in any form, including without limitation, documentary, tangible, oral, visual or electronic.

Confidential Information does not include information, technical data or know-how which (i) at the time of disclosure, is available to the general public, (ii) at a later date, becomes available to the general public through no fault of Problem Solver and then only after such later date, (iii) is received by Problem Solver at any time from a third party without breach of a non-disclosure or confidentiality obligation to the Solution Seeker, (iv) as shown by proper documentation, is known to Problem Solver at the time of disclosure, (v) as shown by proper documentation, is developed independently by Problem Solver, or (vi) is approved for disclosure by prior written permission of a corporate officer of the Solution Seeker.

"Problem Solver" is a person working as a sub-contractor to IdeaConnection Ltd ("ICL") for the purpose of solving a Challenge.

"Challenge" is a business, scientific, process or other problem that the Solution Seeker wishes to be solved, and included specific criteria by which the Solution Seeker will decide, in its judgment, that the Solution is Acceptable.

"Acceptable" is acceptance by the Solution Seeker that a Challenge has been reasonably solved through a Solution.

"Solution Seeker" is the person or company presenting the Challenge.

"Solution" is a design, prototype, formula, process, set of procedures, drawings, or other data and information that addresses and solves the Challenge.

"Service" is the use of the ideaconnection.com website and software in order to work on Challenges.

"Award" is an amount of money paid for an Accepted Solution.

"Partial Award" is a percentage of an Award paid for an incomplete Solution.

3.0 REPRESENTATIONS AND WARRANTIES

You represent and warrant that:

- a) All information provided by you regarding yourself and, if applicable, your business ("Solver Information") is true, accurate, current, and complete information and you will maintain and update the Solver Information to keep it true, accurate, current and complete;
- b) If you are an individual representing a business or other entity, you are authorized to enter into this Agreement on behalf of that business or entity;
- c) You are the owner of all that you contribute to the Solution; and (a) you are not obligated under any contract, employment agreement, employment relationship or any other relationship or commitment to assign any of your rights in the Solution to an employer, university or academic institution, governmental entity or body, or other third party; (b) to the best of your knowledge, the Solution does not infringe or violate any patent, copyright, trade secret, trademark, or other third-party intellectual property right; and you are not aware of any threatened claim or challenge to your rights in the Solution; and (c) the title to the Solution acquired by Solution Seeker hereunder, including the rights to all Intellectual Property embodied therein, is and shall be delivered free from any security interest, lien, or encumbrance of any kind.

4.0 CONFIDENTIALITY

Problem Solver agrees that they will, during the term of this Agreement and forever afterward, keep confidential and refrain from using, directly or indirectly, all of Solution Seeker's information known or used by the Solution Seeker in its business and not publicly known, including, but not limited to:

- a) All Confidential Information, including, without limitation, all concepts, techniques, processes, designs, cost data, software programs, algorithms, formulas, development or experimental work, work in process, and other technical know-how or trade secrets;

- b) Customer and business associates/alliances information, including without limitation names and addresses, markets, goals and intentions, contacts, pricing data and knowledge of particulars of the Solution Seeker's relationships and contracts with such.

Problem Solver has no obligation or restriction with respect to confidential information which: a) has come into the public domain through no wrongful act of Problem Solver; b) has been lawfully received from a third party without breach of a confidentiality obligation; or c) is independently developed in good faith by Problem Solver (including pre-existing business/association contacts), with the burden of proof being on Problem Solver, and is approved for release or use by written authorization of the Solution Seeker.

5.0 TRANSFER OF INTELLECTUAL PROPERTY

Upon acceptance of your Solution by a Solution Seeker and payment of an Award to you, you agree to assign and convey to the Solution Seeker all rights, title, and interests in the Solution, and you retain no rights to the Solution or the Solution insofar as they are related to the Challenge. You agree to cooperate as reasonably requested by the Seeker in order for the Seeker prepare, file, prosecute, and enforce intellectual property rights related to any Solution accepted by the Seeker.

Occasionally a Solution Seeker will accept an incomplete Solution and pay a Partial Award. In this case, you will always be notified about how the Solution is incomplete. Upon acceptance of your partial Solution by a Solution Seeker and payment of a Partial Award to you, you agree to assign and convey to the Solution Seeker all rights, title, and interests in the Solution, and you retain no rights to the Solution or the Solution insofar as they are related to the Challenge. You agree to cooperate as reasonably requested by the Seeker in order for the Seeker prepare, file, prosecute, and enforce intellectual property rights related to any Solution accepted by the Seeker.

6.0 PAYMENTS

ICL agrees to pay the Problem Solver, such payment to be made after a Solution has been accepted, and after each and all team members have submitted to ICL their notarized Affidavit and Intellectual Property Transfer, and receipt by ICL of the Waiver and Release of Assignment signed by the Problem Solver and his employer, within seven (7) days of the funds from the Solution Seeker clearing ICL's bank account.

In the event that two or more teams submit similar accepted solutions, the award will be split equally between the winning teams.

7.0 MISCELLANEOUS

- 7.1 *Remedies.* Problem Solver agrees that its obligations hereunder are necessary and reasonable in order to protect the Solution Seeker, and expressly agrees that monetary damages would be inadequate to compensate the Solution Seeker for any breach of any covenant or agreement set forth herein. Accordingly, Problem Solver agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Solution Seeker and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Solution Seeker shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages or posting any bond.
- 7.2 *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the undersigned parties, their successors and assigns.
- 7.3 *No Waiver.* Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless granted in writing and signed by an authorized representative of the waiving party.
- 7.4 *Partial Invalidity.* If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the other provisions shall remain in full force and effect, and the illegal, invalid or unenforceable provision shall be deemed replaced by a legal, valid and enforceable provision that most nearly reflects the intent of the parties in entering into this Agreement.
- 7.5 *Amendment.* This Agreement shall not be amended other than in writing.

8.0 TERMINATION

ICL may terminate the Service or deny you or any other Problem Solver access to all or part of the Service without prior notice in its sole discretion. ICL shall have no responsibility to notify any third parties of the termination of the Service or ICL's denial of your access to the Service, and neither shall ICL have any responsibility for any consequences resulting from such lack of notification or access.

9.0 LIMITATION OF LIABILITY AND WARRANTY DISCLAIMERS

ICL has no control over, and is not responsible for the acts or omissions of Solution Seekers, or the quality or legality of the solutions sought by virtue of the publication of a Challenge. ICL does not warrant or guarantee the accuracy or completeness of any Challenge, nor endorse any Solution Seeker.

You expressly agree and understand that use of the Service is at your sole risk. The Service is provided "as is," without warranty of any kind.

Neither ICL nor any Solution Seeker nor any of their directors, employees, affiliates, agents, representatives, or licensors (collectively, "ICL Associates") shall be liable to Problem Solver or any third party for any compensatory, direct, indirect, incidental, special or consequential damages arising out of your access to or use of the Service or inability to gain access to or use the Service or out of any breach of any warranty.

10.0 INDEMNITY

Problem Solver shall indemnify and save harmless ICL and its directors, officers, and employees from and against all claims arising out of the use of any Solutions submitted.

11.0 NOTICE

Notices required or permitted under this Agreement shall be in writing and may be delivered by registered mail to the address of the parties as set out on the first page of this Agreement, or to such other address as may be substituted by notice in writing by one party to the other.

12.0 SEVERABILITY

All provisions of this Agreement are to be construed as separate and distinct covenants and agreements, severable from all such other separate and distinct covenants and agreements. Should any provision or provisions of this Agreement be determined to be illegal, void or unenforceable, it or they shall be considered separate and severable and the remaining provisions shall continue in force and be binding upon the parties.

13.0 ASSIGNMENT

Problem Solver may not assign this Agreement to another party.

14.0 APPLICABLE LAW

This Agreement shall be governed by and construed under the laws of the Province of British Columbia, Canada, and the federal laws of Canada applicable therein, without giving effect to any choice of law rule that would result in the application of the laws of any other jurisdiction. The courts within the City of Victoria in the Province of British Columbia shall be the exclusive venue and shall have the exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Problem Solver hereby agrees to accept service of process by Canadian certified or registered mail, return receipt requested, or by any methods authorized by British Columbia law.

15.0 ACCEPTANCE

BY TYPING IN YOUR NAME, AND HITTING 'CONFIRM AGREEMENT WITH TERMS ABOVE' BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND INTEND TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, AND NOTICES CONTAINED HEREIN, AS WELL AS THE TERMS, CONDITIONS, AND NOTICES CONTAINED IN THE ONLINE DATA SERVICES LTD TERM OF USE, PRIVACY POLICY AND COPYRIGHT NOTICES POSTED IN VARIOUS LOCATIONS ON THE IDEACONNECTION.COM WEBSITE.

(Here is stamped the date and time that he agreed to this Agreement and his IP address.)