

Proprietary Information and Inventions Agreement

As a condition of my employment with Anywave Communication Technologies Inc., its parents, subsidiaries, affiliates, successors or assigns (together "the Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree:

1. to disclose and assign to the Company as its exclusive property, all inventions and technical or business innovations or contributions, including computer software, developed or conceived by me solely or jointly with others during the period of my employment, (1) that are along the lines of the business, work or investigations of the Company or its affiliates to which my employment relates or as to which I may receive information due to my employment, or (2) that result from or are suggested by any work which I may do for the Company, or (3) that are otherwise made through the use of the Company time, facilities or materials.
2. to execute all necessary papers and otherwise provide proper assistance (at the Company's expense), during and subsequent to my employment, to enable the Company to obtain for itself or its nominees, patents, copyrights, or other legal protection for such inventions or innovations in any and all countries.
3. to make and maintain for the Company adequate and current written records of all such inventions or innovations.
4. to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation, any Confidential Information of the Company. I understand that "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, marked "company confidential" or stated in verbal, including but not limited to: research, product plans, products, services, customer lists and customers (including but not limited to: customers of the Company on whom I called or with whom I became acquainted during the term of my employment), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances and other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment.
5. during my employment with the Company, I will not improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person, or entity.
6. upon any termination of my employment, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors, or assigns.

I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict with the foregoing.

Company Initial:

Employee Initial:

Anywave Communication Technologies Inc.

I agree that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants set forth in this Agreement. Accordingly, I agree that if I breach any of these covenants, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement.

This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

PAUL DADIAN _____	_____	_____
Print Name	Signature	Date
_____	PERRY PRIESTLEY – CEO _____	
Witness (the Company Representative)	Position or Title of Witness	

Company Initial:

Employee Initial: