

Exhibit "E"
Licensing Agreement

LICENCE AGREEMENT

ENTERED INTO as of the 22nd day of July, 2009 (the “**Effective Date**”)

BETWEEN:

Robert Simoneau, having an office at 2481 rue
Guenette, Saint-Laurent, Quebec, Canada, H4R 2E9

(hereinafter referred to as “**Licensor**”)

AND:

Wanderport Corporation, having an office at 61
Shady Tree Lane, Carson City, Nevada, USA,
89706

(hereinafter referred to as “**Licensee**”)

WHEREAS: Licensor has all the necessary rights, title and interest in and to the Patents and/or Patent applications to grant licenses under the Technology.

AND WHEREAS Licensee is interested in acquiring certain rights under Licensor’s Technology (as hereinafter defined) in order to develop, further develop, manufacture, distribute and sell the Products (as hereinafter defined), and Licensor is willing to grant Licensee such rights, subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and undertakings hereinafter set forth, the parties hereto have agreed and do hereby agree as follows:

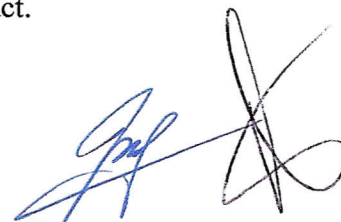
1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- 1.1. “**Affiliate**” shall mean, with respect to either party, any Person owned or controlled directly or indirectly by such party or any Person controlled by, controlling, or under common control with such party. The term “control” shall mean the possession, directly or indirectly, of the powers to direct or cause the direction of the management and policies of a Person, whether through ownership, voting securities, beneficial interests or otherwise.
- 1.2. “**Agreement**” shall mean this License Agreement, together with all schedules hereto, which shall form an integral part hereof.



- 1.3. **"Calendar Quarter"** shall mean the respective periods of three (3) consecutive months ending on the last day of March, June, September, and December.
- 1.4. **"Calendar Year"** shall mean a period of twelve (12) months in the Gregorian calendar, from January 1 and ending on December 31.
- 1.5. **"Claim"** shall mean any demand, investigation, action, suit, proceeding, claim, assessment, judgment or settlement or compromise relating thereto.
- 1.6. **"Confidential Information"** shall mean the contents of this Agreement and all information disclosed (either in writing or orally) by any party (the **"Disclosing party"**) to the other (the **"Recipient party"**) after the date of execution of this Agreement that is either designated as confidential or by its nature, should reasonably be considered as confidential, including without limitation, information relating to the Disclosing party's processes, plans or intentions, product information, Know-How, design rights, trade secrets, technologies, discoveries, inventions, engineering, manufacturing, operating procedures, analytical methods, instrumentation, marketing analysis, financial data and registers, pricing information, feasibility studies and any other technical or commercial data or information relating to the business, affairs or activities of the disclosing party, but does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the Recipient party; (ii) was within the Recipient party's possession on a non-confidential basis prior to its being transferred to the Recipient party by or on behalf of the Disclosing party, as evidenced by the Recipient party's written records antedating the disclosures; (iii) is or becomes available to the Recipient party on a non-confidential basis from a source other than the Disclosing party, which source, to the knowledge of the Recipient party, is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation; or (iv) is independently developed by the Recipient party without the use of the Disclosing party's information. If the Recipient party is legally required to disclose any Confidential Information of the Disclosing party, it may do so without liability if it endeavors to first notify the Disclosing party so that the said party may seek a protective order of a court of competent jurisdiction if it so wishes.
- 1.7. **"First Commercial Sale"** shall mean the first invoiced sale of a Product to a Person by Licensee, its Affiliates, or an authorized sublicense following the receipt of any approval required for the sale of such Product.

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- 1.8. **"Gross Sales"** shall mean all sales, revenues, receipts or other profit, benefit or concession received by Licensee or any of its authorized sub-licensees in consideration for the sale of the Products. In the event that the transaction is entered into with a Person with whom Licensee or its authorized sub-licensees do not deal at arm's length, the corresponding Gross Sales shall be deemed to be the same as the Gross Sales resulting from a similar transaction with a Person with whom Licensee or its authorized sub-licensees deal at arm's length or, failing such similar transaction, the gross amount charged by such Person to those of its customers with whom Licensee or any of its authorized sublicensees deal at arm's length. If Gross Sales are received in a form other than cash, they shall be deemed to be the cash equivalent of the fair market value of the profit, benefit or concession.
- 1.9. **"Improvement"** shall mean any and all advances in, improvements or modifications to, or derivatives of the Technology, the Patents, the Know-How and the Products, whether patentable or not.
- 1.10. **"Know-How"** shall mean data, knowledge and information, including materials, samples, specifications, quality control testing data, that are necessary or useful for the discovery, manufacture, development or commercialization of the Products in the Territory.
- 1.11. **"Loss"** shall mean any and all loss, liability, damage, cost, expense, charge, fine, penalty or assessment, resulting from or arising out of any Claim, including the costs and expenses of any investigation, action, suit, proceeding, demand, assessment, judgment, settlement or compromise relating thereto and all interest, fines and penalties and reasonable legal fees and expenses incurred in connection therewith.
- 1.12. **"Patents"** shall mean the patents and patent applications listed in Schedule "A" hereto and all provisional applications, substitutions, continuations, continuations-in-part, divisions and renewals related thereto and all re-issues, re-examinations and extensions thereof.
- 1.13. **"Person"** shall mean any individual, sole proprietorship, partnership, unincorporated association, syndicate or organization, trust, corporation, company, limited liability company, a natural person in his capacity as trustee, executor, administrator or other legal representative and any other entity howsoever designated or constituted.



- 1.14. **"Products"** shall mean (i) the products developed pursuant to this Agreement and covered by one or more claim(s) of the Patents, and (ii) the products listed in Schedule "B" hereto. Upon the mutual agreement of the Parties, Licensor may (i) add from time to time to Schedule "B" hereto other products which are covered by one or more claims of a Patent; and (ii) remove from time to time from Schedule "B" at his sole discretion hereto products found thereon.
- 1.15. **"Technology"** shall mean the Know-How and Patents.
- 1.16. **"Term"** shall have the meaning ascribed thereto in Section 17 hereof.
- 1.17. **"Territory"** shall mean the world.

2. GRANT OF RIGHTS

- 2.1. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee, for the Term, a personal, non-transferable license under the Technology in the Territory to develop, further develop, manufacture, distribute and sell the Products in the Territory.

3. SUBLICENSING

- 3.1. Licensee shall not be entitled to sublicense its rights or obligations hereunder or any part thereof, without Licensor's prior written consent.
- 3.2. Any sublicense granted by Licensee shall impose obligations, responsibilities and standards upon any sub-licensee that, in all material respects, are not less than those imposed on Licensee hereunder. Within **[thirty (30)]** days after the execution of a sublicense agreement, Licensee shall forward to Licensor a fully executed copy of such sublicense agreement. In addition, Licensee shall ensure that each sublicense agreement complies with the terms of Section 10 hereof.
- 3.3. No sublicense agreement entered into between Licensee and any sub-licensee shall relieve Licensee of any of its obligations under this Agreement, including the obligation to pay royalties to Licensor.



4. CONSIDERATION

- 4.1. In consideration for the rights granted to Licensee hereunder, Licensee shall pay to Licensor royalties of three percent (3%) of the Gross Sales.

5. PAYMENTS AND REPORTS

- 5.1. Licensee shall pay any amounts due to Licensor under this Agreement in Canadian dollars, at the rate of exchange in force at the date of remittance of the corresponding royalties.
- 5.2. All royalty payments due to Licensor pursuant to Section 4 hereof shall accrue at the time of the sale of the Products by Licensee or its authorized sub-licensees.
- 5.3. Licensee shall be responsible for the payment of all taxes (including any duties, sales, goods and services, excise and value added taxes) applicable to any payment made hereunder, which taxes shall be added to, and not deducted from, such payments.
- 5.4. All sums payable by Licensee hereunder shall (except to the extent required by law) be paid free and clear of, and without any deduction or withholding on account of, any taxes imposed, levied, collected, withheld or assessed by any governmental authority. If Licensee is required by law to make any deduction or withholding on account of any such taxes from any sum paid or payable by Licensee to Licensor, the amount paid or payable to Licensor shall be grossed-up to the extent necessary to ensure that Licensor receives and retains, free of any liability, a net amount equal to the amount that Licensor would have received and retained had no tax deductions or withholding been made. Both parties will reasonably co-operate in completing and filing documents required under the provisions of any applicable tax treaty or under any other applicable law, in order to enable Licensee to make such payments to Licensor without any deduction or withholding.
- 5.5. Both parties will reasonably co-operate in completing and filing documents required under the provisions of any applicable tax treaty or under any other applicable law, in order to enable Licensee to make such payments to Licensor without any deduction or withholding.



- 5.6. All royalty payments due to Licensor under this Agreement shall be paid quarterly within **[thirty (30) days]** following the end of each Calendar Quarter of the Calendar Year in which such payment accrues. All payments shall be remitted to Licensor's address given in the notification provision of this Agreement or to such other address as Licensor shall direct. Such payment may be made, with Licensor's prior permission, to an account of Licensor by inter bank transfer.
- 5.7. Late payments shall accrue interest at a rate of one and a half percent (1.5%) per month or eighteen percent (18%) per annum. Nothing in this Agreement shall be interpreted as excusing Licensee from making any payment in the amount and at the time it is due to Licensor.
- 5.8. Licensee shall keep, and shall cause its authorized sub-licensees to keep, separate accounts and files with respect to the sales of the Products for a period of [one (1) year] following the end of the Calendar Year in which the sales are made. Licensor or its designated representative may examine said accounts and files with respect to the sales of the Products **[once per Calendar Year]**. This right may be exercised by Licensor or its designated representative during normal business hours, on reasonable prior notice to Licensee. Licensor shall assume all the costs of the inspection provided for in this Section 5.8, unless said inspection reveals a discrepancy of more than three percent (3%) between the royalties owing and the royalties paid, in which case Licensee shall pay the costs of the inspection in addition to all royalties owing and unpaid plus applicable interest thereon.
- 5.9. The outcome of such examination will be binding on both parties. If any such examination determines any underpayment, a correcting payment will be made within **[thirty (30)]** days after receipt of the accountant's report described above. All amounts that are determined to have been underpaid will bear interest at the rate specified in Section 5.7.
- 5.10. Each payment made to Licensor by Licensee shall be accompanied by a written report summarizing, in sufficient details to allow Licensor to verify all payment amounts, the data used to calculate the amounts paid on a country by country basis. Each report pertaining to royalty payments shall specifically include the following, as applicable:
- 5.10.1 royalties due;
- 5.10.2 Gross Sales amounts, including sales price or fees, revenues or monies invoiced, billed or received for all of the Products; and



5.10.3 number of units sold divided by model type (if applicable)

5.10.4 updated year to date sales versus projections in total and by market

5.11. Licensee shall be obliged to provide Licensor with the reports of the revenues referred to in this Section 5 even if no Gross Sales have been made for the period covered by said report.

6. PERFORMANCE REQUIREMENTS

6.1. Licensee agrees that, throughout the term of this Agreement, it will use and effect its best efforts faithfully and diligently to promote and create a demand for the Products in the Territory, to manufacture such Products in sufficient quantity to supply the demand therefor in the Territory, to develop, further develop and supply the market for such Products in the Territory and to develop and maintain an efficient production force and an aggressive sales organization.

6.2. During the term of this Agreement, Licensee shall sell a minimum sales requirements for the Products for any Calendar year, as set forth in Schedule "C" hereto (the "**Minimum Sales Requirement**"). Licensee shall pay Licensor an amount equivalent to fifty percent (50%) of the Minimum Sales Requirement on the first day of each Calendar Year (the "**Initial Royalty**"), which amount is to be credited towards future earned royalties. In the event the royalties earned and paid to Licensor for any given Calendar Year are less than the Minimum Sales Requirement for said Calendar Year, then Licensee shall pay to Licensor within thirty (30) days of the applicable Calendar Year, the difference between the Minimum Sales Requirement and the royalties earned and paid to the Licensor for the applicable Calendar Year, less the amount paid as Initial Royalty.



7. RIGHT OF FIRST REFUSAL

7.1. Licensor grants Licensee a right of first refusal on any future technology that it may develop related to technology destined for the purpose of the heating of water for domestic purposes during the term of this agreement.

8. LICENSEE'S COVENANTS

8.1. In addition to any other covenants contained herein, Licensee agrees that it will:

8.1.1 obtain all necessary governmental approvals in the Territory in order to exercise its rights and obligations hereunder and comply with all by-laws, rules and laws enacted from time to time by public authorities in the Territory, or any region thereof, which may apply to the exercise of its rights and obligations hereunder; and

8.1.2 not, directly or indirectly, contest the validity of the Patents or any other intellectual property rights of Licensor, nor counsel or procure or assist anyone else to do the same.

9. ACKNOWLEDGEMENT OF LICENSOR'S RIGHTS

9.1. Licensee shall use its own trade-mark(s) and trade name(s) in the commercialization of the Products. Licensee agrees not to use any trade-mark or trade name of Licensor ("Licensor's Marks") in a trade-mark or trade-name nor to adopt or use any trade-mark or trade-name which would be similar to or confusing with Licensor's Marks. Licensee acknowledges that any use contrary to this Section by it and any right derived therefrom will enure to the exclusive and entire benefit of Licensor. Licensee shall not claim any right or interest in any of Licensor's Marks by way of its use of same at any time.

10. IMPROVEMENTS

10.1. Licensee recognizes that Licensor shall own all intellectual property rights in any Improvement developed or discovered during the Term, whether by Licensor or by Licensee and Licensee hereby assigns, and agrees to assign in favour of Licensor, all intellectual property rights therein. Licensee will promptly notify Licensor in writing of any Improvement that it develops, whether patentable or not.



- 10.2. Licensor will notify Licensee in writing of any patentable Improvement made by or acquired by Licensor during the term of this Agreement and Licensee shall advise Licensor whether it wishes to obtain a license in respect such Improvements or not, and in the affirmative, the scope of the licensed rights provided for in Section 2 hereof shall be extended to include such Improvements.
- 10.3. Licensee agrees to co-operate and to provide all necessary assistance as may be reasonably required by Licensor, including executing and delivering all documents and instruments as Licensor may reasonably require to better evidence ownership in such Improvements.

11. MARKING

- 11.1. Licensee undertakes to use its best efforts, during the term of this Agreement, to mark, whenever possible, the following indication on the Products: "*Patent pending in ___*" or "*Patented in _____*", as applicable.

12. FILING, PROSECUTION AND MAINTENANCE OF PATENTS

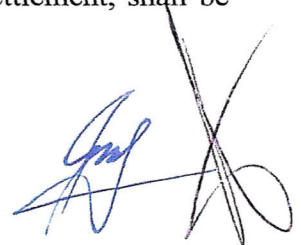
- 12.1. With respect to the Technology, the Know-How, the Products, and all Improvements, Licensor shall have the exclusive right, but not the obligation:
- 12.1.1 to file applications for patent on any invention deemed patentable included in the Technology, the Patents, the Know-How, the Products, all Improvements;
- 12.1.2 to take all reasonable steps to prosecute all pending and new patent applications included within the Technology, the Patents, the Know-How, the Products, all Improvements;
- 12.1.3 to respond to oppositions, nullity actions, re-examinations, revocation actions and similar proceedings filed by third parties against the grant of letters patent for such applications; and



- 12.1.4 to maintain in force any letters patent included in the Technology, the Patents, the Know-How, the Products, all Improvements by duly filing all necessary papers and paying any fees required by the patent laws of the particular country in which such patent were granted.
- 12.2. Licensee shall be responsible for the cost of this licence agreement as well as all reasonable and customary costs of filing, prosecuting, responding to oppositions and maintaining patent applications. Licensor may select at its sole discretion any patent counsel and/or agent for the purpose of this Section 12.
- 12.3. During the Term, Licensor shall diligently undertake, and be solely responsible for, the preparation, filing, prosecution, and maintenance of the Patents, including conducting or participating in interferences or oppositions related to the Patents, provided that Licensor shall not be obliged to prosecute or maintain any patent or patent application included in the Patents if, in the sole opinion of Licensor, the costs of doing so are not warranted.

13. INFRINGEMENT

- 13.1. Licensee agrees that it will promptly notify Licensor in writing of any and all infringements or alleged infringements of the Patents or any Improvements for which Licensee has opted to obtain a license in accordance with Section 10 hereof, or any declaratory judgment actions relating to the Patents or any Improvements for which Licensee has opted to obtain a license in accordance with Section 10 hereof. Upon receipt of such notification by Licensee, Licensor may at its own discretion, institute and prosecute proceedings against any third party to stop such infringement. Licensee hereby undertakes to cooperate fully with Licensor, in providing all available information and reasonable assistance as may be required by Licensor to investigate and, at its option and discretion, to prosecute such infringement activities, all Licensee's out-of-pocket expenses to be paid by Licensee. Licensor shall be entitled to recover any amounts awarded as a result of such proceedings or action.
- 13.2. In the event that Licensor does not wish to institute any such litigation as envisaged in Section 13.1 then Licensee shall have the option to institute same. In respect of this right, Licensee shall be fully liable for the costs of same. Any amount recovered in any such suit, whether by judgment or settlement, shall be paid solely to Licensee.



14. CONFIDENTIAL INFORMATION

14.1. Except as otherwise permitted hereunder, each party agrees:

14.1.1 to maintain the Confidential Information of the other party in confidence with the same degree of care it holds its own Confidential Information;

14.1.2 not to disclose the Confidential Information of the other party to any Person (including Affiliates) and to use reasonable commercial efforts to prevent the unauthorized use or disclosure of Confidential Information of the other;

14.1.3 not to use the Confidential Information of the other party for any purpose other than for the performance of its obligations or the exercise of its rights under this Agreement; and

14.1.4 to limit access to the other's Confidential Information to its directors, officers, employees and Licensees who have a need to access such Confidential Information in order for such party to perform its obligations or exercise its rights hereunder, provided that such directors, officers, employees, Licensees and subcontractors agree to comply with the confidentiality obligations set forth in this Section 15.

14.2. Upon termination of this Agreement for whatever reason, each party shall return to the other party all of its Confidential Information, without retaining any copies of same.

15. REPRESENTATIONS AND WARRANTIES

15.1. Licensor represents and warrants to Licensee that:

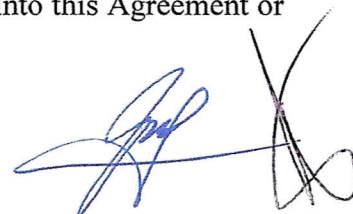
15.1.1 it has full authority to enter into this Agreement; and

15.1.2 it is not a party to or bound by any contract or any other obligation whatsoever that limits or impairs its ability to enter into this Agreement;

15.2. Licensee hereby represents and warrants to Licensor that:

15.2.1 it has full authority to enter into this Agreement; and

15.2.2 it is not a party to or bound by any contract or any other obligation whatsoever that limits or impairs its ability to enter into this Agreement or to perform its obligations under this Agreement.



15.3. LICENSOR MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE TECHNOLOGY, INCLUDING WITHOUT LIMITATION, THAT ANY PATENT IN ANY JURISDICTION WILL BE ISSUED, AND WITH RESPECT TO THE VALIDITY OR SCOPE OF THE PATENTS, THAT THE PATENTS WILL MEET LICENSEE'S REQUIREMENTS OR THAT ANYTHING MADE, USED OR SOLD OR OTHERWISE DISPOSED OF UNDER THIS AGREEMENT BY LICENSEE IS OR WILL BE FREE FROM INFRINGEMENT OF PATENTS OWNED BY THIRD PARTIES. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

16. INDEMNIFICATION

16.1. Licensee shall defend, hold harmless and indemnify Licensor as well as its officers, directors, employees and agents from and against any and all Losses arising out of any breach by the Licensee of any of its representations, warranties, covenants or obligations hereunder.

16.2. Licensee shall defend, hold harmless and indemnify Licensor and each of its officers, directors, employees and agents from and against any all Losses arising out of the development, manufacturing, marketing, sale or distribution of the Products by Licensee.

16.3. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF INCOME OR PROFITS OR ANY OTHER BUSINESS OR ECONOMIC LOSS, EVEN IF THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. TERM AND TERMINATION

17.1. Unless earlier terminated in accordance with the provisions of this Section 17, this Agreement shall come into effect on the Effective Date and shall continue in full force and effect until the later of (i) the expiration of the last valid claims of the Patents or (ii) ten (10) years from the Effective Date.

17.2. Licensor may terminate this Agreement in the event that Licensee fails to develop the Products and fails to have a First Commercial Sale of the Products within 6 months of the Effective Date.



17.3. Licensors may terminate this Agreement immediately by written notice to Licensee upon the occurrence of any of the following events of default:

17.3.1 the breach or non-compliance by Licensee of any of its obligations, undertakings, representations or warranties contained herein if such default is not remedied within **[thirty (30)]** days of a written notice to that effect if capable of being remedied and if not, immediately upon written notice of the non-curable default;

17.3.2 if Licensee files a petition in bankruptcy, assigns its assets to a trustee, is declared bankrupt following a request to that effect under the law or assigns its assets to its creditors or if any judgment is rendered on its assets;

17.3.3 if Licensee contests or challenges, directly or indirectly, alone or in association with others, the validity of the Patents, Improvements or any other intellectual property rights of Licensors; or

17.3.4 If Licensee fails to sell the Minimum Sales Requirement as set forth in Section 7.

17.4. Upon the termination of this Agreement:

17.4.1 Licensee shall immediately terminate all use of the Patents and any Improvements and shall immediately cease all manufacturing, marketing, distribution or sale of the Products;

17.4.2 Licensee shall pay all royalties or other payments due to Licensors accrued or accruable for payment prior to the effective date of termination, and all such royalties and other payments shall become immediately due and payable at the effective date of termination; and

17.4.3 Licensee shall provide Licensors with a final report of royalty payments within **[thirty (30)]** days of the effective date of termination.



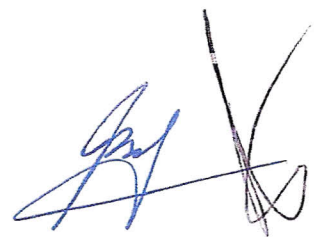
- 17.5. Notwithstanding the foregoing, Licensor will allow Licensee the right, for a period not to exceed **[three (3) months]** following termination of this Agreement, to sell off the said Products in Licensee's inventory, provided Licensee pays the applicable royalties to Licensor and provided that Licensee promptly notifies Licensor of the quantities of any Products already manufactured and in inventory at the effective date of termination. At the end of such **[three (3) month]** period or upon depletion of the Products in stock, whichever occurs first, Licensee shall make a final report of the earnings, and if there are still Products in its inventory, then Licensee shall, at the option of Licensor, either return to Licensor or destroy in accordance with applicable laws and regulations, all such remaining Products.
- 17.6. The termination of this Agreement and the rights and licenses hereby granted shall be without prejudice to any claim for any monies owing by any party hereunder or any action or claim by any party on account of any breach of this Agreement.

18. ASSIGNMENT

- 18.1. Licensee may not assign its rights or obligations hereunder, in whole or in part, unless (i) it first obtains the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion, and (ii) the assignee agrees in writing to respect all of the terms and conditions of this Agreement and Licensee guarantees without the benefits of division and discussion, all of the assignee's obligations under this Agreement.
- 18.2. Licensor may at any time assign all or part of its rights and obligations under this Agreement to any Person upon giving notice thereof to Licensee, provided that the assignee assumes all of Licensor's obligations hereunder.

19. GENERAL

- 19.1. **Force Majeure.** Neither party shall be liable for delay for failure in performance resulting from acts beyond the control of such party, including, but not limited to Acts of God, acts of war, fire, flood, or other disaster, act of government, strike, lockout, communication line or power failures.

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- 19.2. **Independent Contractors.** Each party is an independent contractor, and nothing contained in this Agreement shall be construed to create or imply a joint venture, mandate, partnership, principal-agent or employment relationship between the parties. No party shall take any action or permit any action to be taken on its behalf which purports to be done in the name of or on behalf of the other and neither shall have any power or authority to bind the other or to assume or create any obligation or responsibility express or implied on the other's behalf or in its name, nor shall either represent to any one that it has such power or authority.
- 19.3. **Entire Agreement.** This Agreement, together with the written agreements and documents executed or delivered pursuant hereto or concurrently herewith, constitute the entire agreement between the parties pertaining to the subject matter hereof and cancel and supersede all prior offers, agreements and understandings, whether written or verbal, of the parties in respect thereof.
- 19.4. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Quebec. Each party irrevocably submits to the exclusive jurisdiction of the courts of Quebec with respect to any matter arising under or related to this Agreement.
- 19.5. **Severability.** If any provision of this Agreement is held illegal, invalid or unenforceable by any competent authority in any jurisdiction, such illegality, invalidity or unenforceability shall not in any manner affect or render illegal, invalid or unenforceable such provision in any other jurisdiction or any other provision of this Agreement in any jurisdiction.
- 19.6. **Amendments, Waivers and Consents.** No amendment to, or waiver of, any provision of this Agreement or consent to any departure by a party from any provision of this Agreement will in any event be effective unless in writing and signed (i) by the parties in the case of amendments and (ii) by the waiving or consenting party in the case of waivers and consents. Without limiting the generality of the foregoing and except as otherwise expressly provided for herein, the failure by either party, at any time or for any period of time, to avail itself strictly of any right, remedy or provision pursuant hereto shall not be construed as a waiver of such right, remedy or provision, or of any other right, remedy or provision of this Agreement or of the right to enforce or take advantage of same.
- 19.7. **Benefit.** This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.



19.8. **Notice.** Any notice, consent or other communication pursuant to or in connection with this Agreement (in this Section referred to as a "**Communication**") to any party shall, unless otherwise provided herein, be in writing and shall be sufficiently given to such party if delivered in person, or if sent by prepaid registered mail or if transmitted by fax:

in the case of a Communication to Licensor, as follows:

Robert Simoneau
Attention: c/o: Universal Surveillance Systems EAS inc.
Fax No.: 514-337-0040
With a copy to: Robert Simoneau, 2481 rue Guenette, Saint Laurent, Quebec, H4R 2E9

in the case of a Communication to Licensee, as follows:

Wanderport Corporation, 61 Shady Tree Lane,
Carson City, Nevada, USA, 89706

Attention _____
Fax No.: _____
With a copy to: _____

or at such other address or number as the party to whom such Communication is destined shall have last given Communication to the party in the manner provided in this Section.

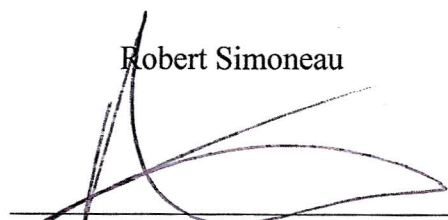
Any Communication delivered to the party to whom it is addressed as provided above shall be deemed to have been received on the day of such delivery. Any Communication mailed as aforesaid shall be deemed to have been received on the fifth (5th) business day following the date of its mailing. Any Communication transmitted by fax shall be deemed to have been received on the day of such transmission. It is understood that if the day of delivery or transmission by fax of a Communication is not a business day then the Communication shall be deemed to have been received on the next business day; moreover, where transmission by fax of the Communication has been completed after five (5:00) P.M., such Communication shall be deemed to have been received on the following business day.



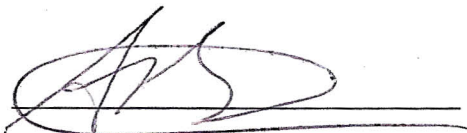
Notwithstanding the foregoing, in case of strike, lock-out or any other similar event, real or apprehended, which causes or would cause the interruption of the postal service, the Communication shall be delivered in person or transmitted by fax.

- 19.9. **Time of the Essence.** The mere lapse of time for performing any of its obligations herein shall constitute a party in default.
- 19.10. **Remedies Cumulative.** The rights and remedies of the parties granted or recognized in this Agreement are cumulative and not alternative and are in addition to, and not in substitution for, any other rights or remedies provided by law or in any other agreements between the parties.
- 19.11. **Survival.** The provisions of Sections 7, 8, 9, 10, 12, 14, 16, 17 and 19 will remain in full force and effect, notwithstanding termination or expiry of this Agreement.
- 19.12. **Language.** The parties have requested that this Agreement and all documents and Communications contemplated thereby or relating thereto be drawn up in the English language. Les parties confirment avoir requis que cette Convention ainsi que tous les documents et Communications qui y sont envisagés ou qui s'y rapportent soient rédigés en langue anglaise.

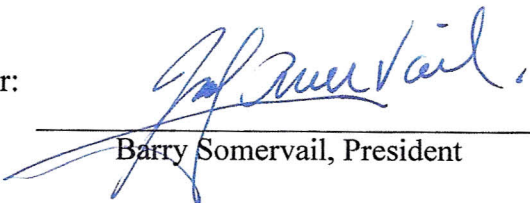
IN WITNESS HEREOF, the parties have caused their duly authorized representatives to execute this Agreement in Montreal, Quebec, Canada.

Per: 
Robert Simoneau

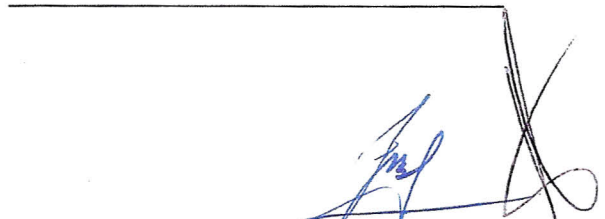
Witness



WANDERPORT CORPORATION

Per: 
Barry Somervail, President

Witness



SCHEDULE "A"

PATENTS and/or Applications

Trademark Filing Number: 144020

Patent Application Description: Multi-output hydronic heater

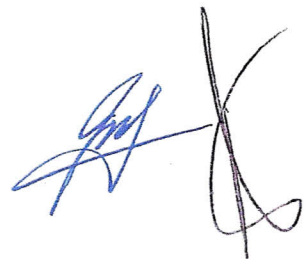
Object: "Microwave Water Heater"

A handwritten signature in blue ink, consisting of several loops and a long vertical stroke, located in the bottom right corner of the page.

SCHEDULE "B"

PRODUCTS

- Technology licensed , licensee developed Residential Water Heater
- Technology licensed, licensee developed Commercial Water Heater
- Technology licensed, licensee developed Water Heater for automatic dishwasher applications
- Technology licensed, licensee developed "Heat Engine" as used in other water heating applications

A handwritten signature in blue ink, consisting of stylized, overlapping letters and lines, located in the bottom right corner of the page.

SCHEDULE C

MINIMUM SALES REQUIREMENT

[To be completed at mutually agreed upon targets by December 15th, 2009.]

A handwritten signature in blue ink, consisting of a stylized name followed by a large, sweeping flourish.

SCHEDULE "D"

STOCK ISSUANCE IN CONSIDERATION FOR RIGHTS TO LICENSOR'S TECHNOLOGY

- In consideration for rights to Licensor's technology, please refer to attached Wanderport Corporation RESOLUTION OF RESTRICTED SHARES, stipulating a stock issuance of 500,000,000 restricted shares of Wanderport Corporation Common stock to the name of Mr. Robert Simoneau.

