

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made effective the _____ day of _____, _____.

BETWEEN:

CORPORATION

a corporation incorporated under the laws of the State of _____ (the
"Corporation")

- and -

EMPLOYEE

(the "Employee")

THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The words "Confidential Information", as used in this Agreement, shall include the following:
 - (a) such information as a director, officer, manager or senior employee of the Corporation may from time to time designate to the Employee as being included in the expression "Confidential information";
 - (b) any secret, trade secret or know-how of the Corporation or any information proprietary to or relating to the Corporation or to any person, firm, body corporate or other entity with which the Corporation does business which is not known to persons outside the Corporation, including the identity of customers/clients of the Corporation;
 - (c) any information, process, procedure, invention, idea or material that is not generally known to persons outside the Corporation;
 - (d) all proprietary and financial information of the Corporation or relating to the Corporation;
 - (e) all computer programs, algorithms, flow charts, listings, source codes, object codes and specifications which is owned by the Corporation or to which the Corporation has access and wishes to keep confidential;
 - (f) all information relating to computer programs now existing or currently under development by or for the Corporation; and
 - (g) all customer/client information, lists and records and all other materials dealing in any way with the customers/clients of the Corporation.