

**NON-COMPETITION AND CONFIDENTIALITY
AND NON-DISCLOSURE AGREEMENT**

IN CONSIDERATION of EMPLOYER employing EMPLOYEE as _____,
EMPLOYEE hereby covenants and agrees as follows:

1. Definitions

"Affiliate" means:

- (a) with respect to a corporation, any other corporation
 - (i) of which the first corporation is a Subsidiary; or
 - (ii) which is a Subsidiary of the first corporation; or
 - (iii) which is an Affiliate (as herein defined) of a corporation of which that first is also an Affiliate; and

- (b) with respect to an individual
 - (i) any corporation which would be that individual's subsidiary under this definition if the individual was a corporation;
 - (ii) an issuer of which the individual beneficially owns or controls, directly or indirectly, more than 10% of the Voting Securities;
 - (iii) any partner of the individual;
 - (iv) any trust or estate in which the individual has a substantial beneficial interest or in respect of which he serves as trustee or in a similar capacity; and
 - (v) that individual's spouse or child, or any relative of that individual or of his spouse who has the same residence as that individual.

"Business" means _____.

"Person" means an individual, partnership, corporation, joint venture, incorporated or unincorporated organisation or association, trust, trustee in bankruptcy, receiver, government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual.

2. EMPLOYEE hereby covenants and agrees with EMPLOYER that for a period of three (3) years from the date EMPLOYEE ceases to be an employee of EMPLOYER, EMPLOYEE shall not without the prior express written consent of EMPLOYER, which may be withheld or given in its sole, absolute and unfettered discretion (which need not be exercised reasonably), within _____:

- (a) engage, be or become connected, directly or indirectly through share ownership or otherwise, in any business which directly or indirectly competes with any _____ services performed or supplied in the conduct of the business of EMPLOYER,

- (b) become interested, directly or indirectly, through share ownership or otherwise, in any person of any kind whatsoever (except as a shareholder of a corporation the shares of which are publicly traded and which the undersigned or any of his Affiliates do not own, in the aggregate, more than five (5%) percent of the shares of any class or securities convertible to shares) which is directly or indirectly engaged in a business which directly or indirectly competes with any _____ services performed or supplied in the conduct of the business of EMPLOYER.

3. EMPLOYEE acknowledges that sensitive and confidential information concerning the nature of the Business, operations and activities of EMPLOYER have been and may be made available to him and he hereby agrees that he shall, and he shall cause his Affiliates to, keep confidential any information, document or knowledge, of any kind or nature whatsoever, related to the Business, management and operations of EMPLOYER, including, without limitation, the contents of any and all agreements, books of account, client lists, contracts, quotations, correspondence, documents, computer programs, computer and electronic data and information storage media, books, records, files and tax returns (collectively hereinafter referred to as "Information") learned or acquired by EMPLOYEE while an employee of EMPLOYER in respect of the Business, management and activities

THIS IS A 3-PAGE FORM.