

TRADE SECRET PROTECTION AGREEMENT

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

BETWEEN:

DEPOSITOR
(the "Depositor")

OF THE FIRST PART

- and -

TRUSTEE
(the "Trustee")

OF THE SECOND PART

WHEREAS:

- A. Depositor is the owner of certain confidential documentation, source code, and other information containing trade secrets and other information proprietary to the Depositor (the "Deposit Documents") and desires to ensure and maintain the confidential and proprietary status of the Deposit Documents;
- B. Depositor wishes to document and demonstrate to all companies, employees and competitors its desire to protect the Deposit Documents;
- C. Depositor intends to give possession of a copy of the Deposit Documents to Trustee for the purpose of maintaining an audit trail of the development process, documenting the ownership and creation dates of the Deposit Documents; and
- D. Trustee intends to accept, store, and track such information in accordance with the terms of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions

Throughout this Agreement, the following terms shall have the following meanings, unless the context shall otherwise require. Terms derived from defined terms shall be construed accordingly.

- (a) "Authorized Representative" shall consist of any person either listed in Schedule "___" or any person authorized by a representative listed in Schedule "___" by written instructions to the Trustee by such representative authorizing such person to act on behalf of the Depositor.
- (b) "Deposit Documents" shall consist of critical, but not necessarily all, information, relating directly or indirectly, to any intellectual property, software source code, software object code, business information, trade names, business methods, business operational procedures, client listings, or other pertinent information stored by Trustee for Depositor as part of the Deposit Documents pursuant to the terms of this Agreement.

2. Ownership

This Agreement shall not be construed as granting, expressly or by implication, during its term or thereafter, any rights with respect to any patent, copyright, license, or any other industrial or intellectual property right in force and belonging to the Depositor. The ownership of all trade secrets and proprietary

information disclosed pursuant to this Agreement and included in and as the Deposit Documents shall, subject to any right of any other owner, remain with the Depositor.

3. Confidentiality by Trustee

The Trustee acknowledges that the Deposit Documents being stored with the Trustee under this Agreement belong to Depositor at all times and any unauthorized release of the Deposit Documents or any portion thereof could cause serious and permanent financial damage to Depositor. Trustee agrees that it will refrain from and will prohibit others from duplicating or reproducing, in any form, any portion of the Deposit Documents stored by Trustee under this Agreement. Trustee agrees that it will refrain from disclosure of the Deposit Documents in whole or in part to third parties without the prior written consent of Depositor. Trustee agrees to take all reasonable steps to ensure that no unauthorized representative or other person shall have access to the Deposit Documents or any portion thereof. Trustee agrees not to copy, distribute, or release all or any portion of the Deposit Documents to any other unauthorized third party.

THIS IS A 4-PAGE AGREEMENT PLUS ATTACHMENTS.