

CONFIDENTIALITY, NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

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

BETWEEN:

[CONSULTANT]
of [address of consultant]
(hereinafter called the "Consultant")

OF THE FIRST PART

and

[CORPORATION]
a body corporate, incorporated pursuant to the laws of [jurisdiction]
(hereinafter called the "Corporation")

OF THE SECOND PART

WHEREAS:

- A. The Consultant is in a position of trust and has or may have access to confidential and secret information regarding the business affairs of the Corporation, and the Corporation is the sole and absolute legal and beneficial owner of such information;
- B. The Corporation wishes to provide for, and the Consultant wishes to formally acknowledge, that all inventions, discoveries, ideas, suggestions, and improvements of interest to the Corporation which are conceived, made or developed by the Consultant while the Consultant is retained by the Corporation are to be and to remain the property of the Corporation;
- C. The Corporation wishes to prevent the unauthorized disclosure of confidential and secret information, assignment of inventions, discoveries and improvements and to prohibit unreasonable competition by the Consultant, and the Consultant wishes to provide such assurances to the Corporation in respect of non-competition and confidentiality as may be required to allow the Corporation to retain the Consultant from time to time.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

ARTICLE ONE - INTERPRETATION

1.1 Definitions

In this Agreement, including the premises hereto, unless there is something in the subject matter or context inconsistent therewith:

- (a) "Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any Agreement or instrument supplemental or ancillary hereto and the expression "paragraph", "Section" or Article" followed by a number means and refers to the specified paragraph, Section or Article of this Agreement;

- (b) "Confidential Information" means the following materials and information (whether or not reduced to writing or whether or not patentable or protectable by copyright which the Consultant receives or has access to, or has conceived or may conceive of, or has developed in whole or in part, directly or indirectly, in connection with the Consultant's work with the Corporation or otherwise through the use of any of the Corporation's facilities or resources, namely:
- (i) the Intellectual Property;
 - (ii) such information as a director, officer or consultant of the Corporation may from time to time designate as being included in the expression "Confidential Information";
 - (iii) information regarding production processes, marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedures, financial information, customer and prospect names and requirements, consultant, customer, supplier and distributor data and other materials or information relating to the Corporation's business and activities and the manner in which the Corporation does business;
 - (iv) information regarding any land or property or utility rights whatsoever which the Corporation may own, have option to acquire an interest in or may be considering acquiring an interest in;
 - (v) any other materials or information related to the business or activities of the Corporation which are not generally known to others engaged in similar businesses or activities;
 - (vi) all ideas which are derived from or related to the Consultant's access to or knowledge of any of the above enumerate materials and information;
 - (vii) all computer programs including algorithms, specifications, flow charts, listings and object codes either owned by the Corporation or to which the Corporation has access and wishes to keep confidential;
 - (viii) all information relating to computer programs now existing or currently under development; and
 - (ix) customer lists and records.