

CONFIDENTIALITY AGREEMENT

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

BETWEEN:

[NAME OF COMPANY]
[address]
a body corporate, having its registered office at
[city], [county], [country]
("Company")

- and -

[NAME OF CONSULTANT]
an individual resident in OR a body corporate, having its registered office at
[city], [county], [country]
("Consultant")

WHEREAS

- A. The Company wishes to retain the Consultant, and the Consultant wishes to be retained by the Company, for the purpose of providing the consulting services more particularly described in the Schedule annexed hereto;
- B. During the term of this Agreement, it may be necessary for the Company to disclose to the Consultant certain confidential and/or proprietary information of the Company. The Company desires to protect such confidential and/or proprietary information from disclosure to or unauthorised use by third parties.

AGREEMENT

1. Protection of Confidential Information

Consultant hereby acknowledges, understands and agrees that whether developed by Consultant or others employed by or associated with Consultant or the Company, all Confidential Information, as set forth in Section 2, is the exclusive and confidential property of the Company and shall be at all times regarded, treated and protected as such in accordance with this Agreement. Failure to mark any writing confidential shall not affect the confidential nature of such writing or the information contained therein.

2. Definition of Confidential Information

"Confidential Information" shall mean information, whether or not originated by Consultant, which is used in the Company's business and is:

- (i) proprietary to, about or created by the Company;
- (ii) gives the Company some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the Company;
- (iii) designated as Confidential Information by the Company, or from all the relevant circumstances should reasonably be assumed by Consultant to be confidential and proprietary to the Company; or
- (iv) not generally known by non-Company personnel.

Such Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as confidential):

- a. **Work Product.** Work product resulting from or related to work or projects performed or to be performed for the Company or for clients of the Company, including but not limited to the

interim and final lines of inquiry, hypotheses, research and conclusions related thereto and the methods, processes, procedures, analysis, techniques and audits used in connection therewith;

- b. **Computer Software.** Computer software of any type or form in any stage of actual or anticipated research and development, including but not limited to programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs;