

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.

The Consultant acknowledges that the foregoing is intended to be illustrative only, and that other Confidential Information may currently exist or arise in the future and that the failure to mark any of the Confidential Information as confidential, proprietary or "Confidential Information" shall not affect its status as part of the Confidential Information under the terms of this Agreement.

- (c) "Intellectual Property" means all registered and unregistered patents, copyrights, industrial designs and trade marks and all trade names, secret processes, trade secrets, engineering, design, process and operating information, inventions, developments, patent, trade mark, industrial design and copyright applications, technical data and other scientific and technical information relating to any process or method now owned or controlled by the Corporation relating in any way to the Corporation's business and activities;
- (d) "Person" means an individual, a corporation, a partnership, a trustee or an unincorporated organization; and words importing persons have a similar meaning.

1.2 Extended Meanings

Words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

1.3 Headings

The division of this Agreement into Articles, Sections and paragraphs and the insertion in this Agreement of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.4 Applicable Law

This Agreement shall be interpreted in accordance with the laws of the Province of *[insert name of province]* and the laws of Canada applicable therein.

1.5 Time of Essence

Time shall be of the essence in this Agreement.

1.6 Entire Agreement

This Agreement constitutes the entire agreement between the parties and contains all of the representations, undertakings and agreements of the respective parties concerning the subject matter hereof. There are no verbal representations, undertakings or agreements between the parties of any kind concerning the subject matter hereof.

ARTICLE TWO - TREATMENT OF INFORMATION

2.1 Acknowledgments

- (a) The parties acknowledge and agree that the relationship between them is one of mutual trust and reliance.
- (b) The Consultant acknowledges that, in and as a result of the Consultant's relationship with the Corporation, the Consultant shall have access to, make use of, acquire or add to information and knowledge, including the Confidential Information, relating to all aspects of the business of Corporation, which are confidential to and the exclusive property of the Corporation, the disclosure of any of which to the Corporation's competitors, customers, or the general public will be highly detrimental to the commercial interests of the Corporation.
- (c) The Consultant acknowledges that the Corporation's business interests cannot be properly protected from adverse consequences of the actions of the Consultant other than by the restrictions set forth in this Agreement.