

CONTRIBUTOR CONFIDENTIALITY
AND INVENTION ASSIGNMENT AGREEMENT

This Agreement (the "Agreement") is made with effect as of the ____ day of _____, 201_ between _____ (the "Contributor") and _____ (the "Founder").

WHEREAS the Founder is undertaking a research and development project as described in the attached Schedule "A" (the "Project") and wishes to have selected third parties assist the Founder to advance the Project research and development;

AND WHEREAS the Contributor wishes to participate in the research and development for the Project and wishes to ensure that the intellectual property rights in all of the work undertaken by the Contributor for the Founder is and becomes the property of the Founder, including with respect to work created prior to the date of this Agreement;

AND WHEREAS the Contributor understands and agrees that the Contributor has a responsibility to protect and avoid the unauthorized use or disclosure of confidential information of the Founder, and to assign to the Founder the Contributor's rights in the inventions and other work products that the Contributor creates for the Founder;

AND WHEREAS the Contributor acknowledges that the execution and delivery of this Agreement by the Contributor is a condition of the Contributor being permitted to undertake research and development work for the Project, and without such execution and delivery, the Contributor would not be permitted to work, or continue to work, on the Project.

NOW THEREFORE in consideration of the Founder permitting the Contributor to work in the Project, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the Founder and the Contributor covenant and agree as follows:

1. PROTECTION OF CONFIDENTIAL INFORMATION

1.01 **Confidential Information.** For purposes of this Agreement, the term "Confidential Information" means all information that is not generally known and which: (i) the Contributor obtains from the Founder, or learns, discovers, develops, conceives, or creates during the term of the Contributor's engagement with the Founder, and (ii) relates directly to the Project. The term "Confidential Information:" shall include, but shall not be limited to: inventions, discoveries, know-how, ideas, computer programs, object code, source code, designs, algorithms, processes and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of the Founder that the Founder informs the Contributor, or which the Contributor should know by virtue of the Contributor's position or the circumstances in which the Contributor learned it, is to be kept confidential. Confidential information may or may not be labeled as "confidential". The Contributor shall use common sense and good judgment when determining whether unlabeled information is confidential, and the Contributor will ask the Founder if the Contributor is uncertain.

Confidential Information does not include any information that has been made generally available to the public, nor does it include any general technical skills or general experience gained by the Contributor during the Contributor's engagement with the Founder.

1.02 **Obligation to Protect Confidential Information.** The Contributor agrees not to disclose to others, use for the Contributor's own benefit or for the benefit of anyone other than the Founder, or otherwise appropriate or copy, any Confidential Information, whether or not developed by the Contributor, except as required in the lawful performance of the Contributor's engagement duties to the Founder. The Contributor will also take all reasonable measures, in accordance with Founder policy, bulletins, security procedures, and instructions from the Founder, to protect Confidential Information from any accidental unauthorized, or premature use, disclosure, or destruction.

1.03 **Term.** The Contributor's obligation to protect Confidential Information as defined above shall continue throughout the Contributor's engagement with the Founder, and shall survive termination of such engagement for as long as information remains Confidential Information.

2. **ASSIGNMENT OF INVENTIONS**

2.01 **Original Development.** The Contributor represents and warrants to the Founder that all work performed by the Contributor for or on behalf of the Founder and the Project, and all work product produced by the Contributor, including but not limited to software, documentation, memoranda, ideas, designs, inventions, processes, algorithms, etc. (herein called the "Work Product"), will not incorporate, unless approved in a written policy approved by the board of the board of directors of the Founder, any open-source or similar software or code and will not infringe upon or violate any patent, copyright, trade secret, or other property right of any of the Contributor's former employers or of any other third party. The Contributor will not disclose to the Founder, or use in any of the Contributor's Work Products, any confidential or proprietary information belonging to others, unless both the owner thereof and the Founder have consented in writing.

2.02 **Disclosure.** The Contributor will promptly disclose to the Founder all Work Products developed by the Contributor within the scope of the Contributor's engagement with the Founder or which relate directly to, or involve the use of, any Confidential Information, including but not limited to all software, all concepts, ideas, and designs, and all documentation, manuals, letters, pamphlets, drafts, memoranda, and other documents, writings or tangible things of any kind.

2.03 **Copyright Ownership.** The Contributor acknowledges and agrees that all copyrightable Work Products prepared by the Contributor within the scope of the Contributor's engagement with the Founder are "works made for hire" and, consequently, that the Founder owns all copyrights thereto.

2.04 **Assignment.** The Contributor hereby assigns exclusively to the Founder all of the Contributor's right, title, and interest (including but not limited to all patents, copyrights, trade secrets, trademarks, trade dress, or other intellectual property rights including without limitation, all object code and source code, works of authorship, audiovisual works, characters, concepts, algorithms, designs, expressions, methods of process, and other protectable rights) in and to all Work Products prepared by the Contributor, whether patentable or not, made or conceived in

whole or in part by the Contributor within the scope of the Contributor's engagement by the Founder, or that relate directly to, or involve the use of Confidential Information.

2.05 **Moral Rights.** The Contributor waives in favour of the Founder including without limitation its successors and assigns, and any and all other parties that may benefit from such waiver, any and all moral rights that the Contributor now has or hereafter may have in the Work Products and any and all other non-assignable rights that the Contributor may have in the Work Products.

2.06 **Documents.** The Contributor undertakes and agrees to execute all documents reasonably requested by the Founder to further evidence the foregoing assignment and to provide all reasonable assistance to the Founder (at the Founder's expense) in perfecting or protecting any or all of the Founder's rights in the Contributor's Work Products.

2.07 **Excluded Inventions.** The Contributor has attached hereto a list describing all Inventions belonging to the Contributor in the field of the Project and made by the Contributor prior to the Contributor's engagement by the Founder that the Contributor wishes to have excluded from this Agreement. If no such list is attached, the Contributor represents that there are no such Inventions. If in the course of the Contributor's engagement by the Founder, the Contributor uses in or incorporates into or permits the Founder to use in or incorporate into a product, program, process or service of the Founder, an Invention owned by the Contributor or in which the Contributor has an interest, the Founder is hereby granted and shall have an unlimited, non-exclusive royalty-free, irrevocable, world-wide license to make, have made, use and sell products, programs, processes and services that use such Invention.

3. **TERMINATION**

3.01 Upon termination of the Contributor's engagement with the Founder for any reason, or at any time upon request of the Founder, the Contributor agrees to deliver to the Founder all materials of any nature which are in the Contributor's possession or control and which are or contain Confidential Information or Work Product, or which are otherwise the property of the Founder or of any Founder vendor, licensor, or colleague, including, but not limited to: writings, designs, documents, records, data, memoranda, tapes and disks containing software, computer source code listings, routines, file layouts, record layouts, system design information, models, manuals, documentation, and notes. The Contributor agrees that the Contributor will not retain any copies of the above materials after termination of engagement.

4. **REASONABLENESS OF TERMS**

4.01 The parties acknowledge and agree that the provisions to this Agreement are reasonable for the protection of the Founder's property. The terms and conditions of this Agreement shall survive the termination of the Contributor's engagement.

5. **LEGAL ADVICE**

5.01 The Contributor represents and warrants to the Founder and acknowledges and agrees that the Contributor has had the opportunity to seek and was not prevented nor discouraged by the Founder from seeking independent legal advice prior to the execution and delivery of this Agreement and that, in the event that the Contributor did not avail himself of that opportunity

prior to signing this Agreement, the Contributor did so voluntarily without any undue pressure and agrees that the Contributor's failure to obtain independent legal advice shall not be used by the Contributor as a defence to the enforcement of the Contributor's obligations under this Agreement.

6. **NON-SOLICITATION**

6.01 The Contributor hereby agrees that, during the term of this Agreement and for a period two (2) years after termination of the Contributor's engagement, the Contributor will not, within the geographic boundaries of the Province of Ontario, be a party to or abet any solicitation of customers, clients or suppliers of the Founder or any of his affiliates, to transfer business from the Founder, to any other person, or seek in any way to persuade or entice any person participating in the Project to leave that engagement, or to be a party to or abet any such action.

7. **GENERAL**

7.01 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

7.02 **Successors and Assigns.** This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective personal representatives, successors and assigns. The Contributor shall not have the right to assign the Contributor's rights or obligations under this Agreement.

7.03 **Enforceability.** The Contributor hereby confirms and agree that the covenants and restrictions pertaining to the Contributor contained in this Agreement, including, without limitation those contained in Section 6 hereof, is reasonable and valid and hereby further acknowledges and agree that the Founder would suffer irreparable injury in the event of any breach by the Contributor of his obligations under any such covenant or restriction. Accordingly, the Contributor hereby acknowledges and agrees that damages would be an inadequate remedy at law in connection with any such breach and that the Founder shall therefore be entitled in lieu of any action for damages, temporary and permanent injunctive relief enjoining and restraining the Contributor from any such breach.

7.04 **References.** Words importing the singular number include the plural and vice versa and words importing gender include all genders.

7.05 **Severability.** The Founder and the Consultant agree that if any of the provisions or a part of a provision of this Agreement are deemed illegal or unenforceable, such provisions shall be considered separate and severable from this Agreement, and the remaining provisions or part of a provision of this Agreement shall continue in force, and be binding upon the parties as though such provision or part of a provision had never been included. If any provision of this Agreement shall be declared excessively broad, the parties agree that it shall be construed so as to afford the Founder with the maximum protection permissible by law and having regard the circumstances.

7.06 **Entire Agreement.** This written instrument constitutes the entire agreement between the parties. There are no other agreements, understandings, representations or warranties, either collateral, oral or otherwise. At the time of execution of this Agreement the Contributor is not an

employee of the Founder, however the Contributor hereby acknowledges and agrees that this Agreement shall continue in full force and effect when the Contributor becomes an employee of the Founder.

7.07 **Amendments.** Any amendments to this Agreement shall be made in writing and signed by both the Founder and the Consultant.

IN WITNESS WHEREOF, the Founder and the Contributor have executed this Agreement on the ____ day of _____, 201__.

Witness:

Contributor:

Section 2.07 Excluded Inventions listed on attached: _____ Yes _____ No
(Contributor select one of Yes or No)

Witness:

Founder:

SCHEDULE “A”
Description of the Project
(Founder to add)