**NON-DISCLOSURE AND NON-COMPETE AGREEMENT**

This Acknowledgment of Obligations (the "Agreement") is made and effective this [DATE],

**BETWEEN: [EMPLOYEE NAME]** (the "Employee"), an individual with his main address at:

[COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME]** (the "Company"), a corporation organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

WHEREAS, Company desires to employ Employee and Employee desires to be employed by Company in connection with certain aspects of the development or marketing of certain computer systems or other products for Company; and

WHEREAS, in connection with such employment, Employee may be given access to, generate, or otherwise come into contact with certain proprietary and/or confidential information of Company or clients of Company; and

WHEREAS, Employee and Company desire to prevent the dissemination or misuse of such information;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **EMPLOYMENT**

Company hereby employs or continues to employ Employee and Employee hereby accepts employment, upon the terms and conditions contained herein and at a compensation as shall be agreed upon from time to time by Company and Employee. This Agreement shall commence on the date hereof and shall remain in effect for an indefinite time until terminated by either party by giving the other party notice of termination at least [NUMBER] days in advance. While employed by Company, Employee shall devote his or her full working time to Company's affairs and shall faithfully and diligently serve Company's interests.

1. **CONFIDENTIALITY**

Employee recognizes and acknowledges that the systems which Company owns, plans or develops, whether for its own use or for use by its clients, are confidential and are the property of Company. Employee further recognizes and acknowledges that in order to enable Company to perform services for its clients, such clients may furnish to Company confidential information concerning their business affairs, property, methods of operation or other data; that the goodwill afforded to Company depends upon, among other things, Company and its employees keeping such services and information confidential (collectively, including Company systems and Company client information, the "Confidential Information").

1. **NON-DISCLOSURE**

Employee agrees that, except as directed by Company, the Employee will not at any time, whether during or after his employment with Company, disclose to any person or use any Confidential Information, or permit any person to examine and/or make copies of any documents which contain or are derived from Confidential Information, whether prepared by the Employee or otherwise coming into the Employee's possession or control without the prior written permission of Company.

1. **POSSESSION**

Employee agrees that upon request by Company, and in any event upon termination of employment, Employee shall turn over to Company all documents, papers or other material in his possession or under his control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from Employee's services to Company whether or not such material is at the date hereof in Employee's possession. Employee agrees that the Employee shall have no proprietary interest in any work product developed or used by Employee and arising out of his employment by Company. Company shall, from time to time as may be requested by Company, do all things which may be necessary to establish or document Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or

assignments.

1. **NON-COMPETITION**

Employee agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of, or even the appearance of the use of, the Confidential Information in certain circumstances may cause irreparable damage to Company and its reputation, or to clients of Company, Employee shall not, until the expiration of two years after the termination of the employment relationship between Company and Employee, engage, directly or indirectly, or through any corporations or associates in any business, enterprise or employment which is directly competitive with Company.

1. **SAVING PROVISION**

Company and Employee agree and stipulate that the agreements and covenants not to compete contained in the preceding paragraph are fair and reasonable in light of all of the facts and circumstances of the relationship between Employee and Company; however, Employee and Company are aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of and not in derogation of the provisions of the preceding paragraph Company and Employee agree that in the event a court should decline to enforce the provisions of the preceding paragraph, that paragraph shall be deemed to be modified to restrict Employee's competition with Company to the maximum extent, in both time and geography, which the court shall find enforceable; however, in no event shall the provisions of the preceding paragraph be deemed to be more restrictive to Employee than those contained therein.

1. **ENFORCEABLE**

The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of Employee against Company whether predicated on this Agreement or otherwise.

1. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties relating to the subject matter hereof. This Agreement may be modified only by an instrument in writing signed by both parties hereto.

1. **INJUNCTIVE RELIEF**

The Employee acknowledges that disclosure of any Confidential Information or breach of any of the non-competitive covenants or agreements contained herein will give rise to irreparable injury to Company or clients of Company, inadequately compensable in damages. Accordingly, Company or, where appropriate a client of Company, may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. The Employee further acknowledges and agrees that in the event of the termination of employment with the Company the Employee's experience and capabilities are such that the Employee can obtain employment in business activities which are of a different or non-competing nature with his or her activities as an employee of Company; and that the enforcement of a remedy hereunder by way of injunction shall not prevent the Employee from earning a reasonable livelihood. The Employee further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Company's legitimate business interests and are reasonable in scope and content.

1. **COMPANY'S CLIENTS**

If Employee's employment with Company terminates for any reason, the Employee shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Company or its subsidiaries or any person or firm which has contacted or been contacted by Company as a potential customer or client of Company; and Employee shall keep in strictest confidence, both during the Employee's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for the Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by Company, information as to sources of, and arrangements for, hardware supplied to customers or clients of Company, submission and proposal procedures of Company, customer or contact lists or any other Confidential Information.

1. **GOVERNING LAW**

The Agreement shall be construed in accordance with the laws of the State of [STATE/PROVINCE].

1. **NOTICE**

Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by certified or registered mail to Employee at his residence address as the same appears on the books and records of Company or to Company at its principal office, attention of the President, or otherwise as directed by Company, from time to time.

1. **SURVIVAL**

The provisions of this Agreement relating to confidentiality or non-competition shall survive the termination of employment, however caused.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first above written.

COMPANY EMPLOYEE

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title