

Confidentiality and Ethical Conduct Agreement

Between

Crestview Strategy Inc. ("Strategy")

And

(name)

(address)

("Consultant")

In consideration of Crestview agreeing to retain the Consultant on a stakeholder engagement project (the "Engagement") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. That during the course of Engagement, the Consultant will gain knowledge of, or have access to, information relating to the business affairs of Crestview, its clients and third parties (such information and access collectively referred to as the ("Confidential Information");
2. The specific terms and conditions under which the Consultant will come into his possession and or have access to the Confidential Information will be as outlined in Schedule "A" which is attached and forms part of this Agreement;
3. The Consultant will act in good faith and full integrity throughout the Engagement and will refrain from any conduct or any relationship which would compromise the independence of the Consultant or bring Crestview, its clients or any associated Third Parties into disrepute;
4. The Consultant hereby indemnifies and saves Crestview harmless from any damages that be incurred by Crestview, its clients or any associated Third Parties as a result of any actions or inactions including any breach by the Consultant of anything in paragraph 3 herein during the course of the Engagement;
5. The Consultant will only disclose any of the Confidential Information if required by law and before doing so will co-operate as much as possible before such compelled disclosure with any efforts by Crestview to legally prevent such disclosure by way of court proceedings or otherwise;
6. The Consultant agrees that full compliance by him with the terms of this Agreement is a condition of the Engagement and that failure to fully comply

strictly with each term and condition of this Agreement may result in the termination of the Engagement by Crestview without notice; however, Crestview will also be at liberty to terminate the Engagement without cause by way of thirty (30) day notice to the Consultant;

7. The parties agree that this Agreement and the Engagement do not for any purposes constitute one of employer and employee, partnership or joint venture but rather one of independent contractor;
8. Any notices required to be given by this Agreement must be in writing and can be effectively delivered to either party by physical delivery to the address of each party as indicated above;
9. The terms and conditions of this Agreement and the Engagement arising are to be considered separate and severable, and unenforceability of any one or more of them shall not in any way affect the enforceability of any other terms or conditions.
10. This Agreement and the Engagement arising from it shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada where applicable and the parties agree that any court action commenced relating to this Agreement shall be in a court situated in the Province of Ontario; however, notwithstanding this paragraph or any other provisions of this Agreement the parties agree that if any dispute arises related to this agreement they will be bound by the provisions for Arbitration as outlined in Schedule "B" which is attached and forms part of this Agreement.
11. The Consultant acknowledges that he has been given the right and adequate opportunity to seek independent legal advice prior to signing this Agreement.

SIGNED BY THE PARTIES AT _____, Ontario, this _____ day of 2016.

Signature of Consultant

Witness

Signature of Crestview

Witness

Confidential Information

- (a) The Consultant acknowledges that as a Consultant and in such other position as the Consultant may hold with Crestview, the Consultant will acquire information ("Confidential Information") about certain matters which are confidential to Crestview and/or its clients, which Confidential Information is the exclusive property of Crestview, including but not limited to, the following:
- (i) trade secrets;
 - (ii) strategic and tactical advice and plans;
 - (iii) planned announcements or disclosures;
 - (iv) data and intelligence concerning the plans, operations and finances of Crestview and Crestview's clients;
 - (v) opinion data and analysis;
 - (vi) market research data and analysis;
 - (vii) psychographic research data and analysis;
 - (viii) lists of present clients and engagement habits, including the terms of the Crestview's commercial arrangements with its clients;
 - (ix) lists of target potential clients and details of proposals for professional engagements;
 - (x) purchase requirements;
 - (xi) pricing and engagement policies and concepts;
 - (xii) financial information;
 - (xiii) business plans, forecasts and business strategies;
 - (xiv) discoveries, research and development, formulas and technologies; and
 - (xv) intellectual property rights that may accrue to or be acquired by Crestview during the time of the engagement of the Consultant, such rights were acquired or accrued Crestview due to the sole efforts of the Consultant.
- (b) The Consultant acknowledges that the Confidential Information could be used to the detriment of Crestview and that the disclosure will cause

irreparable harm to Crestview. Furthermore, the Consultant acknowledges that Confidential Information supplied by clients to Crestview (including the Consultant, in the capacity as a Consultant of Crestview) is done so on the understanding that it will be used only for the purpose of Crestview offering services to clients. Accordingly, the Consultant undertakes to treat confidentially all Confidential Information and not to disclose it to any third party or to use it for any purpose either during the Consultant's engagement, except as may be necessary in the proper discharge of the Consultant's duties, or after termination of the Consultant's engagement for any reason, except with the prior written permission of Crestview. The Consultant's obligation not to disclose such Confidential Information will continue to apply after the Consultant has ceased to be an employee of the Consultant until such time as the Confidential Information becomes public knowledge through no fault of the Consultant.

- (c) The Consultant agrees that all notes, documents, computer hardware, communications devices, data, tapes, reference items, reports, sketches, drawings, memoranda, records, diskettes and other materials in any way relating to any of the Confidential Information or to Crestview's business produced by the Consultant or coming into the Consultant's possession by or through the Consultant's engagement, shall belong exclusively to Crestview and the Consultant agrees to turn over to Crestview, without retaining any copy or extracts thereof or any notes relating thereto, any such materials in the Consultant's possession or under the Consultant's control, forthwith, at the request of Crestview or, in the absence of a request, on the termination of the Consultant's engagement with Crestview.
- (d) The Consultant agrees that all inventions, discoveries, improvements or other works developed by him, either alone or with others and whether or not during regular working hours or through the use of Crestview's facilities and property, in any way relating to Crestview's business (referred to collectively as the "**Work Product**") shall become, upon creation, the exclusive property of Crestview. The Consultant hereby expressly and irrevocably assigns to Crestview all right, title and interest in and to the Work Product. The Consultant agrees that he will take all steps necessary or required by Crestview to give effect to this section. The Consultant hereby expressly and irrevocably waives for the benefit of Crestview in Canada and throughout the world, his moral rights and rights of a similar nature in and to the Work Product.

Arbitration

The Parties agree that, subject to the *Employment Standards Act* and except as otherwise provided in this Agreement, any dispute, grievance, disagreement or complaint ("Complaint"), whether arising during the operation of this Agreement or afterwards, which relates to the application, interpretation, alleged violation, validity, meaning, performance or effect of this Agreement or the rights, obligations or liabilities of the Parties pursuant to this Agreement, shall be resolved and terminated by private arbitration. Notice of arbitration must be provided to the other party within six (6) months after the first incident that gave rise to the Complaint.

The Parties agree to make diligent efforts to resolve any Complaint without the need for arbitration. In the event that the Parties are unable to resolve the dispute, before an arbitration hearing takes place, the complaint shall first be referred to mediation before a mediator chosen by agreement of the Parties. The Parties shall each bear half of the costs of the mediator. In the event that the complaint is not resolved at mediation, the mediator may serve as arbitrator in accordance with this Agreement if the Parties and the mediator agree.

In the event of arbitration, there will be one arbitrator who will be chosen by agreement of the Parties or, in the absence of such agreement, by the court. The date for the arbitration hearing, the determination of appropriate procedure at the arbitration hearing, and the rules governing the conduct of the arbitration hearing are within the exclusive authority of the arbitrator. The Parties shall each bear half of the costs of the arbitrator.

The arbitrator shall not make any decision that is inconsistent with the terms or conditions of this Agreement, and may not alter, modify or amend any part of this Agreement. If the Employee's employment is terminated by the Employee or the Employer, the arbitrator shall not make any decision reinstating the Employee, nor shall the arbitrator award the Employee any termination notice, pay in lieu of notice or damages in addition to that provided in Section 6 (Termination) of this Agreement.

The provisions of the *Ontario Arbitration Act, 1991*, S.O. 1991, c.17 shall, except insofar as they are inconsistent with anything in this Agreement, apply to the arbitration proceedings. The decision of the arbitrator shall be final and binding and is not subject to appeal. The decision of the arbitrator may be entered in any court of competent jurisdiction for enforcement.