



Yorkville Education Company

CONFIDENTIALITY AGREEMENT

In consideration of my employment by Yorkville Education Company, (hereinafter called "Yorkville"), the undersigned agrees as follows:

1. Confidentiality

The undersigned acknowledges and agrees that all information relating to the operation of Yorkville Education Company's business, and in particular, the operation of Financial Aid, is derived from confidential information and trade secrets (collectively referred to herein as the "Confidential Information") disclosed to the undersigned by Yorkville Education Company, its affiliates and subsidiaries (collectively referred to herein as Yorkville) and that all such Confidential Information is confidential and a trade secret of Yorkville, the disclosure of any of which Confidential Information to anyone not in the employment of Yorkville or its subsidiaries would be highly detrimental to the best interests of Yorkville.

The undersigned shall maintain the absolute confidentiality of all such Confidential Information for the duration of his or her employment with Yorkville and after termination of such employment for any reason whatsoever, disclosing the same only to the extent necessary by law. The undersigned further agrees not to use any such Confidential Information in any other business or in any manner unless specifically approved in writing by Yorkville. For the purpose of keeping the Confidential Information confidential, the undersigned shall use efforts fully commensurate with those in which a reasonable business person in similar employment would employ for the protection of corresponding information.

The undersigned hereby acknowledges that the unauthorized use or disclosure of the Confidential Information by the undersigned may result in serious repercussions for the undersigned including, without limitation, the immediate termination of the undersigned's employment.

2. The Ontario Ministry of Education and Training

The undersigned acknowledges and agrees that Yorkville, by virtue of information received in the course of processing OSAP applications, shall be bound by the protection of privacy provisions of the *Freedom of Information and Protection of Privacy Act* (the Act) as well as the confidentiality provisions established and in effect, from time to time, by the Ontario Ministry of Education and Training (the Ministry Provisions). As an employee of Yorkville, the undersigned shall use efforts fully commensurate with those in which a reasonable business person in similar employment would employ to ensure Yorkville's compliance with the Act and the Ministry Provisions. The undersigned further acknowledges and agrees that the disclosure of any information is contravention of the Act or the Ministry Provisions and would be highly detrimental to the interests of Yorkville.

The undersigned hereby acknowledges that any and all contraventions by the undersigned will result in the immediate termination of the undersigned's employment.

3. Successors and Assigns

This instrument shall extend to and ensure to the benefit of the successors and assigns of Yorkville, its affiliates, franchises and subsidiaries, and shall be binding upon the undersigned and the successors and assigns of the undersigned.

4. Acknowledgement

The undersigned has carefully read and considered the provisions of this Agreement and, having done so, agrees that the restrictions set forth in this Agreement are fair and reasonable and reasonably required for the protection of Yorkville and its business, officers, directors and employees.

Employee Name

Date

Employee Signature