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## **CONFIDENTIALITY, AND NON-SOLICITATION AGREEMENT**

This Confidentiality and Non-Solicitation Agreement ("**AGREEMENT**") is by and between the undersigned Capstone Student (the "**STUDENT**") and KnowledgeOne Inc. ("**COMPANY**").

Whereas the student and the Company have entered into an agreement whereby the student shall participate in the Company as a Capstone Student ("Engagement") and the student understands that the Engagement will provide him or her with access to confidential and proprietary information of the Company and its Affiliates (as defined herein) and agrees that the restrictions set out in this Agreement are reasonable and required to protect the legitimate interests of the Company and, as applicable, its Affiliates.

Now, therefore, in consideration of the student's Engagement, and of the covenants and agreements hereinafter set forth and other good and valuable consideration, the parties hereto covenant and agree as follows:

### **1. INTERPRETATION**

In this Agreement, the following terms shall have the meanings set forth below:

- 1.1 "**AFFILIATE**" means a person that directly or indirectly through one or more intermediaries, owns or controls, is owned or controlled by, or is under direct or indirect common control with another person. As used in this clause, "control" means the power to direct the management or affairs of a person and, "ownership" means the beneficial ownership of at least 10% of the voting securities of the person. As used in this clause, "person" is to be broadly interpreted and includes an individual, a corporation, a partnership, an unincorporated organization, joint venture, association, and any other entity.
- 1.2 "**CONFIDENTIAL INFORMATION**" means any and all non-public, confidential and/or proprietary knowledge, data or information of the Company and shall include but not be limited to information pertaining to: i) the Company's directors, officers or other executives or employees, including their personal data, skills and compensation; ii) the Company's suppliers, including all lists of suppliers, or prices, products or services purchased from suppliers; iii) clients, including all lists of clients, names of clients, the identity of client representatives responsible for entering into contracts with the Company, or prices, products or services provided to clients; iv) the Company's know-how, trade secrets, technical or technological processes, source and object codes, data and programs, be they patentable or subject to protection under other intellectual property laws, or not, and their related conception, development, modification and manufacturing and any Work Product (as defined herein); v) the Company's business, including information pertaining to the design, manufacture, marketing, promotion, advertising, distribution, sale, maintenance or invoicing of the products and services it offers, and the existence of any business discussions, negotiations, or agreements between the Company and a third party; vi) the Company's financial information, commercial, industrial, tax or other policies or strategies; vii) all other matters important to the Company's business or any portion thereof, or any related company; viii) information about the Company that is not public and/or which has commercial value to the Company; and ix) any confidential or proprietary information of any Affiliate of



the Company, including information of the nature described in subparagraphs (i) to (viii) above. For greater certainty, Confidential Information shall not include any information that is or that becomes publicly available (other than as a result of a breach of confidentiality by or involving the student or any other person) through legal means.

- 1.3 **“WORK PRODUCT”** means any and all inventions, improvements, discoveries, processes, know-how, trade secrets, trade-marks, copyrights, works of authorship, techniques, technology, designs, programs, software, source and object code, formulae or any other idea, whether or not patentable, that was created, made, conceived or reduced to practice by the student, in whole or in part, either alone or jointly with others, during his or her Engagement insofar as it is directly or indirectly related to the actual or anticipated business, activities or operations of the Company or which is created, made, conceived or reduced to practice with the use of any Confidential Information of the Company or any of the Company's time, material or facilities.

## 2. CONFIDENTIALITY

- 2.1 The student covenants and agrees that, all times during the student's Engagement and after its termination for any reason, the student shall hold in strict confidence and shall not disclose, use or publish any of the Confidential Information or anything related to it without the prior written consent of a duly authorized officer of the Company except that the student shall be permitted to use Confidential Information strictly for the purpose of providing services to the Company.
- 2.2 The student acknowledges and agrees that the Confidential Information belongs exclusively to the Company or to its Affiliate(s) as applicable. The student undertakes that he or she will obtain the written approval of a duly authorized officer of the Company before publishing any material (written, verbal, or otherwise) that relates to the student's work for the Company and/or which incorporates any Confidential Information.
- 2.3 The student acknowledges that the Company has received and in the future will receive from third parties confidential or proprietary information (“Third Party Information”) subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. At all times during the term of the student's Engagement and thereafter, the student shall hold Third Party Information in the strictest confidence and will not disclose to anyone (other than the Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with the student providing his or her services to the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.
- 2.4 The student represents, warrants and consents that he or she is not bound by any outstanding agreements or obligations, contracts or understandings, which in any way directly or indirectly, would preclude the student from performing the tasks contemplated in the student's Engagement with the Company and/or complying with the terms of this Agreement. The provision of the student's services for the Company does not and will not breach any obligation the student has to keep in confidence: proprietary information; knowledge or data acquired by the student in confidence or in



trust prior to the student's Engagement by the Company; and the student agrees that he or she will neither disclose to the Company nor induce the Company to use any confidential or proprietary information or material belonging to any current or past client or employer of the student or other person or entity to which the student owes a duty of confidentiality. The student agrees that, during or after his or her Engagement with the Company, the student shall inform any employer or client of student of his or her obligations under this Agreement.

### **3. RETURN OF COMPANY DOCUMENTS**

- 3.1 The student agrees that, at any time at the Company's request or at the termination of his or her Engagement for any reason, the student will deliver to the Company all documents or any other material, in whatever format, containing or disclosing any Confidential Information, Work Product or Third Party Information or any other property of the Company in any form.

### **4. NON-SOLICITATION**

- 4.1 The student agrees and undertakes, during his or her Engagement with the Company and for one (1) year following the termination of such Engagement for any reason, not to either directly or indirectly, solicit, contact, divert or accept business from, or otherwise take away or interfere with any of the Company's customers or clients within Canada and the United States of America and with whom the student had contact during the term of the student's Engagement with the Company. Professors and students of Concordia University are considered customers or clients whenever there was a signed document between them and the Company for specific projects. If no signed agreement exists for a specific project not pertaining to eConcordia or KnowledgeOne, the student is not bound by this agreement.
- 4.2 The student agrees and undertakes that during his or her Engagement with the Company and for one (1) year following the termination of such Engagement for any reason, he or she will not, either directly or indirectly or in concert with others, on his or her own behalf or on behalf of any third party, personally or through others, recruit, encourage, induce, attempt to induce or seek to influence any employee or student to leave the Company's employment, engagement or service.

### **5. GOOD FAITH**

- 5.1 In providing his or her services to the Company, the student undertakes to act honestly and in good faith toward the Company and to promote and safeguard the Company's best interests. Nothing in this Agreement shall reduce or relieve the student of any other duties or obligations to the Company that may apply pursuant to applicable law.

### **6. DURATION**

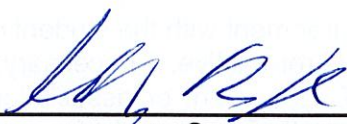
- 6.1 This agreement is effective as of the date of the agreement with the student or the date of his or her project work with the Company and is retroactive, if necessary, and shall bind the student for the duration of his or her Engagement or association with the Company and following the termination of the student's Engagement for any reason.



## 7. GENERAL

- 7.1 The provisions of this Agreement are severable. If any term, condition or provision in this Agreement shall be found to be illegal or unenforceable to any extent for any reason, such provision shall be modified or deleted so as to make the balance of this Agreement, as modified, valid and enforceable to the fullest extent permitted by applicable law.
- 7.2 This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter and shall replace all prior promises or understandings, verbal or written. Any modification or amendment to this Agreement shall be in writing signed by both parties. References to the masculine gender includes the feminine gender and vice-versa.
- 7.3 The student recognizes that he or she was given the opportunity to consult with legal counsel of his or her choice for any explanation of the student's rights, duties, obligations and responsibilities under this Agreement. The student acknowledges that he or she enters into this Agreement on his or her own free will after having read and understood each and every of the provisions set out herein.
- 7.4 The student confirms that all restrictions in this Agreement are reasonable and valid and agrees that the Company shall be entitled to enforce this Agreement and any of its provisions by injunction, specific performance or any other legal recourse available to it without prejudice to any other rights and resources that the Company may have for breach of this Agreement.
- 7.5 The provisions of this Agreement shall survive the termination of the student's Engagement for any reason and the assignment of this Agreement by the Company to any successor in interest or other assignee. This Agreement shall be binding on the student's heirs and other legal representatives and will ensure to the benefit of the Company and its successors and assigns.
- 7.6 This agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.
- 7.7 The parties hereto have expressly required that this Agreement and any notice or related document be drawn in the English language. *Les parties aux présentes ont expressément requis que cette Entente et tout avis ou document y afférent soient rédigés en langue anglaise.*

**IN WITNESS WHEREOF AND UPON READING THE FOREGOING**, the student has signed, in Montreal.



STUDENT SIGNATURE

September 26<sup>th</sup>, 2019

DATE

SÉBASTIEN ONGLOME

STUDENT NAME (PLEASE PRINT)

ACKNOWLEDGED AND AGREED FOR AND ON BEHALF OF KNOWLEDGEONE INC.



SIGNATURE

Julietta Galan

NAME (PLEASE PRINT)

