

# Confidentiality Agreement

THIS CONFIDENTIALITY AGREEMENT (the 'Agreement') dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## BETWEEN:

I.T.H.D.

of 224-2275 Lake Shore Boulevard West, Toronto, ON, M8V 3Y3

*(the 'Discloser')*

- and -

Team 06 (Working on project ulysses)  
of 160 Kendal Ave, Toronto, ON M5R 1M3

*(the 'Recipient')*

## 1. BACKGROUND:

The Discloser proposes to disclose certain confidential and proprietary information (the 'Confidential Information') to the Recipient for To have the individuals (staff or otherwise) refrain from disclosing any information regarding the business logic behind the operations of I.T.H.D. and any correspondence that exists between I.T.H.D. and it's clients. (the 'Permitted Application').

IN CONSIDERATION OF and as a condition of the Discloser disclosing the Confidential Information to the Recipient, the receipt and sufficiency of which consideration is hereby acknowledged, both parties agree that the terms and conditions of this Agreement shall be as follows:

## 2. CONFIDENTIAL INFORMATION

All written and oral information and materials disclosed or provided by the Discloser to the Recipient under this Agreement is Confidential Information regardless of whether it was provided before or after the execution of this Agreement or how it was communicated to the Recipient. Both parties acknowledge that this information is the exclusive property of the Discloser, and includes, without limitation:

1. 'Confidential Information' refers to all data and information relating to the Discloser's business or enterprises, including proprietary information, trade secret technology, and accounting or other records which the Recipient has access to. This includes, but is not limited to: Work Product, Computer Software, Business Operations, Marketing and Development Operations, Proprietary Data and Customer Information. Confidential Information also extends to include any information that has been disclosed to the Discloser by a third party and governed by a non-disclosure agreement. Notwithstanding the above, the following will not be regarded as Confidential Information:
  - A. Information that is common knowledge in the business or industry of the Discloser.
  - B. Information or knowledge that the Recipient lawfully possessed prior to the disclosure of the information to the Recipient by the Discloser.
  - C. Information that is independently created by the Recipient without the assistance or use, directly or indirectly of the Discloser's Confidential Information.
2. 'Work Product' refers to any products, ideas, or information resulting from or related to present or future work projects or duties performed by the Recipient for the Discloser or the Discloser's clients.

3. 'Computer Software' refers to computer programs that are developed for, resulting from, or related to, work or projects that have been, or will be performed for the Discloser or for the Discloser's clients. Such computer programs include programs of any type that are in any stage of actual or anticipated research, development, or production. These may include, but are not limited to: programs, program modules, routines and subroutines, algorithms, design concepts or specifications, source code, object code, program patches and system designs;
4. 'Proprietary Data' refers to publicly undisclosed information relating to proprietary rights possessed by Discloser such as: technical, manufacturing, engineering or production data, test results and statistics, progress or development reports of various products or services, and information regarding the procurement, protection, control, and licensing of proprietary rights (such as patents, copyrights, and trade secrets).
5. 'Business Operations' refers to internal financial, employment, and personnel records, client and vendor names, information, agreements, and services, business literature and operating manuals, and methods or means in which the Discloser conducts its business.
6. 'Marketing and Development Operations' refers to marketing and development plans, pricing strategies and billing policies, quoting methods, techniques and methods for obtaining business, processes and procedures used to obtain forecasts and forecast assumptions and volumes, and future plans and potential strategies put forth by the Discloser which have been or are being speculated or discussed; and
7. 'Customer Information' means any information relating to the identification of customers and their representatives, data provided by customers and relations, contracts and their contents, customer service, quality and specifications of products and services

purchased, leased, licensed or received by clients of the Discloser.

### 3. CONFIDENTIAL OBLIGATIONS

The Recipient recognizes the need to keep all Confidential Information absolutely confidential, and prevent its release to the public, as a material term of this Agreement. The Recipient agrees not to disclose, report, or use, for any purpose, any of the Confidential Information disclosed to the Recipient by the Discloser as a result of the Recipient's communications between the parties, or which the Recipient has otherwise obtained or accessed.

The Recipient agrees that the Confidential Information is to be considered proprietary to the Discloser. Further, the Recipient agrees to use the material only for the Permitted Application and not for any other purpose, including any actions that could be detrimental to the Discloser or the subsidiaries, affiliates, or partners thereof.

The Recipient agrees not to remove the Confidential Information from its place of business, and to conceal the Confidential Information in a location separate from other records and documents. In addition, the Recipient agrees not to reproduce the information or store it on a computer or device that is accessible to persons to whom disclosure may not be made, as described in this Agreement.

The Recipient will be permitted to disclose any of the Confidential Information only in the following circumstances:

1. If it is required for the performance of the Permitted Application, the Recipient may disclose the information to its affiliates, employees, advisors, or representatives, provided that:
  - A. These personnel are informed of the confidential nature of the Confidential Information;
  - B. These personnel agree to be legally bound to the same burdens of confidentiality and non-use as the Recipient;

- C. The personnel are prevented by the Recipient from violating this agreement, to as great an extent as the Recipient can reasonably enforce; and
  - D. The Recipient agrees to be responsible for and indemnify the Discloser for any breach of this Agreement by the personnel.
- 2. If the Discloser has given written consent to the Recipient for the disclosure of information to a third party; or
  - 3. If the Discloser is required to disclose such information by law or at the request of any governmental, administrative, legislative, or judicial body, provided that the Recipient will first give prompt notice to the Discloser of any possible or prospective orders of disclosure and Discloser has been afforded a reasonable opportunity to prevent or limit such disclosure.

All obligations regarding the protection of the confidentiality of the Confidential Information, and any obligations to provide notice under this Agreement shall be effective for a period of 1 year(s) from the date of its expiration or termination, as the case may be.

#### 4. OWNERSHIP AND TITLE

The Recipient shall NOT, under any circumstances, be granted any title, interest, right, or license in or to the Confidential Information or other intellectual property of the Discloser.

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The remainder of the document has been intentionally omitted.