

Confidentiality Agreement

Between:

In Tech House Design

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

- And -

Team 06 of the Ulysses Project

(160 Kendal Ave, Toronto, ON M5R 1M3)

Background:

The discloser (In Tech House Design) proposes to disclose certain confidential and proprietary information (the “Confidential Information”) to the recipient and to have the recipient (Team 06) refrain from disclosing any information regarding the operational business logic between I.T.H.D. and its current clients.

IN CONSIDERATION OF and as a condition of the discloser disclosing the “Confidential Information” to the recipient, the recipient and sufficiency of which consideration is hereby acknowledged, both parties agree that the terms and conditions of this agreement shall be as follows.

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All written and oral information and materials disclosed or provided by the discloser to the recipient under this agreement is confidential information regardless of weather it was provided before or after the execution of the agreement or how it was communicated to the recipient. Both parties acknowledge that this information is exclusively property of the discloser and includes without limitation the aforementioned “Confidential Information.”

“Confidential Information” in this instance refers to all data and information regarding the operational business logic within I.T.H.D. and any information exchanged between I.T.H.D. and its current clients. This includes, but is not limited to: Business Operations, Marketing and Development Operations, Proprietary Data and Customer Information. “Confidential Information” also extends to include any information disclosed to the discloser by a third party and governed by a non-disclosure agreement.

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 aforementioned “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 (software development) and not for any other purpose.

The recipient will be permitted to disclose the aforementioned “Confidential Information” only after one calendar year has elapsed since the completion of the Ulysses Project.

The recipient shall NOT, under any circumstances, be granted any title, interest, right, or license in or to the “Confidential Information” disclosed by the discloser.

By signing this document, the signer(s) verify that they have read and understood the terms and conditions of this Confidentiality Agreement and that they will adhere to the conditions and stipulations found within:

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(In Tech House Design) Date Signed

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