

## OPEN TEXT TECHNOLOGIES

### INTERN CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

As an Intern of Open Text Technologies or any related or affiliated company (the "Company"):

- A. I understand and agree that I have a responsibility to protect and avoid the unauthorized use or disclosure of confidential information of the Company; and
- B. I have a responsibility not to solicit or entice away from the Company any customer of the Company or any Intern of the Company.

**I. Confidential Information.** For purposes of this Agreement, the term "confidential information" means all information that is not generally known and which I obtained from the Company, or learn, discover, develop, conceive or create during the term of my Internship with the Company, and which relates directly to the business or to assets of the Company. Confidential information includes, but is not limited to: inventions, discoveries, know-how, ideas, computer programs, designs, algorithms, processes and structures, product information, research and development information, lists of clients and other information related thereto, financial data and information, business plans and processes, and any other information of the Company that the Company informs me, or which I should know by virtue of my position or the circumstances in which I learned it, is to be kept confidential. Confidential information also includes information obtained by the Company in confidence from its vendors or its clients. Confidential information may or may not be labeled as "confidential". If I am unsure as to whether information is "confidential", I will ask my manager for assistance.

Confidential information does not include any information that has been made generally available to the public. It also does not include any general technical skills or general experience gained by me during my Internship with the Company. I understand that the Company has no objection to my using these skills and experience in any new business venture or Internship following the cessation of my Internship with the Company.

I recognize and acknowledge that in the course of my Internship with the Company I may obtain knowledge of confidential and proprietary information of a special and unique nature and value and I may become familiar with trade secrets of the Company relating to the conduct and details of the Company's business. While I am employed by the Company and for a period of three years following the cessation of my Internship I agree:

- A. to keep confidential and hold in secrecy and not disclose, divulge, publish, reveal or otherwise make known, directly or indirectly, or suffer or permit to be disclosed, divulged, published, revealed or otherwise made known to any person whatsoever, or used (except for the benefit and proper purposes of the Company), and shall faithfully do all in my power to assist the Company in holding in secrecy all of the Company's confidential information as defined above.

B. to keep confidential and hold in secrecy and not disclose, divulge, publish, reveal or otherwise make known, directly or indirectly, or suffer or permit to be disclosed, divulged, published, revealed or otherwise made known to any person whatsoever, or used (except for the benefit and proper purposes of the Company) any and all secrets or confidential information related to the Company's activities or affairs which I now know or which are hereafter disclosed or made known to me or otherwise learned or acquired by me, including information respecting the business affairs, prospects, operations or strategic plans respecting the Company, which knowledge I gain in my capacity as an Intern of the Company and which knowledge is not publicly available or disclosed.

**(1) Agreement Not to Solicit.**

I agree that while I am an Intern of the Company and for six (6) months thereafter that I will:

A. not solicit or entice or attempt to solicit or entice away from the Company any of the Interns of the Company to enter into Internship or service with any person, business, firm or Technologies other than the Company;

B. not solicit or entice or attempt to solicit or entice away from the Company any customer or any other person, firm or Technologies dealing with the Company.

**(2) Return of Documents.**

Upon the cessation of my Internship with the Company for any reason, I agree to return to the Company all records, documents, memoranda, or other papers, copies or re-cordings, tapes, disks containing software, computer source code listings, routines, file layouts, record layouts, system design information, models, manuals, documentation and notes as are in my possession or control. I acknowledge and agree that all such items are strictly confidential and are the sole and exclusive property of the Company.

**II. General.**

A. I further represent and warrant that I have not entered into any Agreement with any previous or present Company which would prevent me from accepting Internship with the Company or which would prevent me from lawfully executing this Agreement.

B. I understand that the obligations outlined in this Agreement are the concern and responsibility of all Interns of the Company. I agree to report in writing any violations of these policies to my manager or to the Vice-President of Human Resources.

C. All the provisions of this Agreement will be deemed severable, and if any part of any provision is held illegal, void or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement will not in any way be affected or impaired, but will remain binding in accordance with its terms.

D. This Agreement and all the rights and obligations arising herefrom shall be interpreted and applied in accordance with the laws of the Province of Ontario and in the courts of the Province of Ontario there shall be exclusive jurisdiction to determine all disputes relating to this Agreement and all the rights and obligations created hereby. I hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

E. I acknowledge that my Internship with the Company is contingent on my acceptance and my observance of this Agreement, and that such Internship is adequate and sufficient consideration to bind me to all of the covenants and agreements made by me under this Agreement.

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Date and Signature of Witness (for Human Resources only)

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Date and Signature of Intern