

CONFIDENTIALITY PROVISIONS FOR EMPLOYEES

Confidentiality:

This agreement, Employee's manual, exhibits, appendices, and any instrument incorporated by reference shall be kept by the parties in strictest confidentiality. They can be disclosed to third parties for legal advice, financial, accounting and/or tax matters only.

Confidentiality undertaking: Employee hereby undertakes that, during Employee's employment with Employer and thereafter, you will not use or disclose, furnish, or make accessible to anyone, directly or indirectly, any Protected Information¹ in any Unauthorized manner² or for any Unauthorized purpose. Further, Employee hereby undertakes that, in the event that Employee is required to disclose any Protected Information by court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with law, Employee will provide Employer with prompt notice of such required disclosure so that Employer may seek an appropriate protective order and/or waive your compliance with the provisions of this Section 9. If, in the absence of a protective order or the receipt of a waiver thereunder, Employee is hereby advised by Employee's counsel that such disclosure is necessary to comply with such court order, decree, rule, regulation or law, Employee may disclose such information (*only to the extent required*) without liability.

¹ For interpretation purpose, the parties have defined the words "Confidential Information" as follows: *trade secrets, confidential or proprietary information and all other confidential ideas, intellectual properties, technical information, knowledge, know-how, information, documents or materials owned, developed or possessed by Employer, whether in tangible or intangible form, pertaining to Employer's business, known or intended to be known only to Employer's Employees or other persons in a confidential relationship with Employer including, but not limited to, research and development operations, systems, data bases, computer programs and software, designs, models, operating procedures, knowledge of the organization, products (including prices, costs, sales or content), processes, techniques, machinery, contracts, financial information or measures, business methods, future business plans, customers (including identities of customers and prospective customers, identities of individual contracts at business entities which are customers or prospective customers, preferences, businesses or habits), business relationships, and other information owned, developed or possessed by Employer; provided, however, that Protected Information shall not include information that is generally known to the public or the trade without violation of this Agreement.*

² For interpretation purpose, the parties have defined the words "Unauthorized manner" as follows: *(i) in contravention with Employer's published policies or procedures; (ii) inconsistent with the measures taken by Employer to protect its interests in its Protected Information; (iii) in contravention of any lawful instruction or directive, either written or oral, of any of Employer's Employee having sufficient authority to issue such instruction or directive; or (iv) in contravention of any duty existing under law or contract.*

Ownership: Employee hereby acknowledges that all developments³, are works made for hire and shall remain Employer's sole and exclusive property and may be used and exploited, in whole or in part, by Employer and its licensees in any manner and media whatsoever throughout the world in perpetuity, and Employee hereby assigns to Employer all of his right, title and interest in and to all such Developments. Employee hereby undertakes to promptly and fully disclose all future Developments to Employer and, at any time upon request and at Employer's expenses, execute, acknowledge and deliver to Employer all instruments that Employer shall prepare, give evidence, and take all other actions that are necessary or desirable in Employer's opinion to enable Employer to file and prosecute applications for and to acquire, maintain and enforce all letter patent, trademark registrations or copyrights covering the Developments in all countries in which the same are deemed necessary or desirable by Employer. All memoranda, notes, lists, drawings, records, files, computer tapes, programs, software, source and programming narratives and other documentation (*and all copies thereof*) made or compiled by Employee or made available to Employee concerning the Developments or otherwise concerning the past, present or planned Employer's business shall be Employer's exclusive property and shall be delivered to Employer promptly upon employment termination with Employer. The term "Developments" shall not include, and the foregoing paragraph shall not apply to, any development conceived by you for which no equipment, supplies, facility or Protected Information of the Company was used and which was developed entirely on Employee's own time, unless: (a) the invention relates to Employer's business, or to Employer's actual or demonstrably anticipated research or development; or (b) the invention results from any work performed by Employee for Employer.

Specific performance: Employee hereby acknowledges that the services to be rendered by Employee are of a special, unique, and extraordinary character and, in connection with such services, Employee will have access to confidential information vital to Employer's businesses. By reason of this, Employee consents and agrees that if Employee violates any of the provisions of this agreement, Employer would sustain irreparable harm and, therefore, in addition to any other remedies, which Employer may have under this agreement or otherwise, Employer shall be entitled to an injunction from any court of competent jurisdiction restraining Employee from committing or continuing any such violation of this agreement, including, without limitation, restraining you from disclosing, using for any purpose, selling, transferring or otherwise disposing of, in whole or in part, any trade secrets, confidential information, proprietary information, client or customer lists or other information pertaining to the financial condition,

³ For interpretation purpose, the parties have defined "developments" as follows: *without limitation, inventions, patentable or otherwise, discoveries, improvements, patents, trade secrets, designs, works, reports, computer software, flow charts and diagrams, procedures, data, documentation, ideas and writings and any and all applications and/or derivatives thereof, and all programs and any and all elements, applications and derivatives thereof, relating to the past, Employer's present or future business, that, alone or jointly with others, Employee may have discovered, conceived, created, made, developed, reduced to practice, acquired or otherwise disclosed or furnished to Employer, from the date hereof to the present, or may, from the date of this agreement through the termination of employment with Employer, discover, conceive, create, make, develop, reduce to practice, acquire, or otherwise disclose or furnish to Employer.*

business, manner of operation, affairs, plans or prospects of Employer. Employee hereby acknowledges that damages at law would not be a sufficient remedy for violation of this agreement, and therefore Employee agrees that the covenants herein may be specifically enforced against Employee in any court of competent jurisdiction. Nothing contained herein shall be construed as prohibiting Employer from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages.

CONFIDENTIAL