

CONFIDENTIALITY PROVISIONS FOR INDEPENDENT CONTRACTORS

Confidentiality:

This agreement, 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: Contractor hereby undertakes that, during Contractor's Assignment with Disclosing party 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, Contractor hereby undertakes that, in the event that Contractor 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, Contractor will provide Disclosing party with prompt notice of such required disclosure so that Disclosing party 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, Contractor is hereby advised by Contractor's counsel that such disclosure is necessary to comply with such court order, decree, rule, regulation or law, Contractor 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 Disclosing party, whether in tangible or intangible form, pertaining to Disclosing party's business, known or intended to be known only to Disclosing party's Contractors or other persons in a confidential relationship with Disclosing party 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 Disclosing party; 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 Disclosing party's published policies or procedures; (ii) inconsistent with the measures taken by Disclosing party to protect its interests in its Protected Information; (iii) in contravention of any lawful instruction or directive, either written or oral, of any of Disclosing party's Contractor having sufficient authority to issue such instruction or directive; or (iv) in contravention of any duty existing under law or contract.*

Ownership: Contractor hereby acknowledges that all developments³, are works made for hire and shall remain Disclosing party's sole and exclusive property and may be used and exploited, in whole or in part, by Disclosing party and its licensees in any manner and media whatsoever throughout the world in perpetuity, and Contractor hereby assigns to Disclosing party all of his right, title and interest in and to all such Developments. Contractor hereby undertakes to promptly and fully disclose all future Developments to Disclosing party and, at any time upon request and at Disclosing party's expenses, execute, acknowledge and deliver to Disclosing party all instruments that Disclosing party shall prepare, give evidence, and take all other actions that are necessary or desirable in Disclosing party's opinion to enable Disclosing party 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 Disclosing party. 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 Contractor or made available to Contractor concerning the Developments or otherwise concerning the past, present or planned Disclosing party's business shall be Disclosing party's exclusive property and shall be delivered to Disclosing party promptly upon Assignment termination with Disclosing party. 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 Contractor's own time, unless: (a) the invention relates to Disclosing party's business, or to Disclosing party's actual or demonstrably anticipated research or development; or (b) the invention results from any work performed by Contractor for Disclosing party.

Specific performance: Contractor hereby acknowledges that the services to be rendered by Contractor are of a special, unique, and extraordinary character and, in connection with such services, Contractor will have access to confidential information vital to Disclosing party's businesses. By reason of this, Contractor consents and agrees that if Contractor violates any of the provisions of this agreement, Disclosing party would sustain irreparable harm and, therefore, in addition to any other remedies, which Disclosing party may have under this agreement or otherwise, Disclosing party shall be entitled to an injunction from any court of competent jurisdiction restraining Contractor 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

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, Disclosing party's present or future business, that, alone or jointly with others, Contractor may have discovered, conceived, created, made, developed, reduced to practice, acquired or otherwise disclosed or furnished to Disclosing party, from the date hereof to the present, or may, from the date of this agreement through the termination of Assignment with Disclosing party, discover, conceive, create, make, develop, reduce to practice, acquire, or otherwise disclose or furnish to Disclosing party.*

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

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