CONSULTANT NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and effective this [DATE],

BETWEEN: **[CONSULTANT NAME]** (the "Consultant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: **[COMPANY NAME]** (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS, Consultant has been or will be engaged in the performance of work on the Company's System (the "System"); and in connection therewith will be given access to certain confidential and proprietary information; and

WHEREAS, Consultant and Company wish to evidence by this agreement the manner in which said confidential and proprietary material will be treated.

NOW, THEREFORE, it is agreed as follows:

1. PROPRIETARY INFORMATION

Consultant acknowledges that the System, the source code, object code and all System documentation relating thereto ("Proprietary Information") are confidential and proprietary to the Company; and Consultant agrees to use reasonable care (the same being not less than that employed to protect Consultant's own proprietary information) to safeguard the Proprietary Information and to prevent the unauthorized use or disclosure thereof.

2. NON-DISCLOSURE

Consultant shall disclose or give access to Proprietary Information only to such Consultant's employees, agents or contractors ("Consultant Personnel") having a need-to-know in connection with Consultant's engagement and for use in connection therewith. Consultant will advise Consultant Personnel having access to Proprietary Information of the confidential and proprietary nature thereof.

3. COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

4. TERMINATION

Consultant shall, upon completion of the tasks assigned to Consultant, upon termination of Consultant's engagement with respect to the System, or upon demand, whichever is earliest, return any and all Proprietary Information (including any copies or reproductions thereof in its possession or control.

5. UNAUTHORIZED USE

Consultant shall promptly advise Company in writing if it learns of any unauthorized use or disclosure of Proprietary Information by any Consultant Personnel or former Consultant Personnel.

6. WORK PRODUCT

Consultant shall have no proprietary interest in the work product developed by consultant during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

7. INDEMNIFICATION

Consultant, at its own expense, shall defend, indemnify and hold harmless Company, its licensees, employees and agents, from any claim, demand, cause of action, debt or liability (including attorneys' fees) to the extent it is based on a claim that Consultant Personnel in the course of their engagement on the System infringed or violated the patent, copyright, license or other proprietary right of a third party, provided Consultant is notified promptly of such claim and provided that such claim is not based upon the Proprietary Information. Company may, at its expense, assist in such defense if it chooses. Consultant shall have the right to control the defense in any such action and to enter into a stipulation of discontinuance and settlement of such claim in its discretion. In addition, in the event that any such Consultant performance is held to constitute an infringement and its use is or may be enjoined, Consultant shall, at its option, (1) modify the infringing program coding at its own expense so that it is non-infringing; or (2) procure for Company the right to use and license the use of the infringing program coding.

8. INJUNCTIVE RELIEF

Consultant acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

9. COMPLIANCE WITH LAW

The Consultant agrees to abide by all federal, state, and local laws, ordinances and regulations of the State of [STATE/PROVINCE].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY	CONSULTANT
Authorized Signature	Authorized Signature
Print Name and Title	Print Name and Title