

THIS AGREEMENT made as of this ___ day of _____, 199__.

BETWEEN:

(hereinafter called "the Company")

OF THE FIRST PART

AND:

(hereinafter called "the Recipient")

OF THE SECOND PART

AND:

(hereinafter called "the Indemnifier")

OF THE THIRD PART

SECRECY AND NON-DISCLOSURE AGREEMENT

WHEREAS the recipient has requested that the company provide financial and other private and confidential information (hereinafter called "the information");

AND WHEREAS the information to be provided to the recipient is of a sensitive nature and would cause the company considerable harm and monetary loss if divulged to unauthorized persons or made public;

AND WHEREAS the parties hereto have agreed on appropriate terms and conditions under which the information may be provided by the company to the recipient;

AND WHEREAS the parties hereto have agreed on appropriate damages in the event of wrongful disclosure of the information by the recipient;

NOW THEREFORE this Agreement witnesses as follows:

1. The company agrees to provide the following information to the recipient upon the execution of this agreement:

2. ~~The recipient shall treat the information in the strictest of confidence and shall not divulge the information to any other person, firm, corporation or other entity not authorized in writing by the company.~~

3. The recipient absolutely agrees to restrict access to the information to the following persons:

NAME	ADDRESS	POSITION WITH RECIPIENT
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4. The recipient further agrees not to photocopy, replicate or reproduce the information in any manner in whole or in part. The recipient further agrees to return the information ~~immediately upon request by the company.~~

5. The recipient further agrees to duly inform all persons named in paragraph 3 hereof that the ~~information is not to be disclosed or reproduced or communicated to any other person in any manner whatsoever.~~

6. In the event that the recipient shall use the information or provide the information to others to use it to set up a business similar to that of the company, whether in competition with the

company or otherwise, the recipient agrees to pay out damages five (5) times the amount set out in paragraph 7 herein.

7. In the event that the information is divulged to persons not specifically authorized to receive the same as a result of any act or omission of the recipient, its' employees, agents or persons acting on its' behalf, it is hereby agreed that an appropriate predetermination of damages which the company shall suffer and which shall be payable by the recipient shall be the greater of the sum of \$_____ or such larger amount as may be awarded to the company at the trial of an action for damages pursuant to the terms hereunder.
8. **WHEREAS** the indemnifier has requested the company to divulge the information to the recipient on the terms and conditions contained herein and the company has agreed to divulge the information on the condition that this indemnity be executed by the indemnifier, now therefore, for good and valuable consideration now had and received, the indemnifier (and if more than one, each jointly and severally) hereby covenants, promises and agrees to and with the company that the indemnifier will make the due and punctual payment of all damages specified hereunder and the indemnifier shall affect prompt and complete performance of all of the terms, covenants, and provisos of this agreement contained on the part of the recipient to be kept, observed and performed and shall indemnify and save harmless the company from any loss, costs or damages arising out of any failure either to retain the confidentiality of the information or to perform any of the terms, covenants and provisions on the part of the recipient to be kept, observed and performed. In the event of a default under this agreement, the indemnifier waives any right to require the company to proceed against the recipient or pursue any rights or remedies whatsoever in the company's power with respect to this agreement. This indemnity is absolute and unconditional and the obligation of the indemnifier shall not be nor be deemed to have been waived, released, discharged, litigated, impaired or affected by any extension of time, indulgences or modifications where the company may extend or make with the recipient.
9. Time shall be of the essence of this agreement.
10. This agreement shall be construed and governed by the laws of the Province of British Columbia.
11. All rights and liabilities herein given to or impose upon, the respective parties hereto shall extend to and bind their respective heirs, executors, administrators, successors and assigns.
12. All covenants, warranties, representations and agreements shall, if made by two or more individuals or corporations, be joint and several.
13. Words importing the singular, masculine or neuter shall be construed as meaning the plural, feminine or body corporate or politic and vice versa wherever the context in this agreement so requires.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals in the presence of their offices duly authorized in that behalf, or have hereunto set their hands and seals, as the case may be, as of the day and year first above written.

by its authorized signatory(s):

by its authorized signatory:

Name:

SIGNED SEALED AND DELIVERED)
in the presence of:)

)

Name:)

Address)

Occupation)

SIGNED SEALED AND DELIVERED)
in the presence of:)

)

Name:)

Address)

Occupation)