

**CONFIDENTIALITY / NON-DISCLOSURE and NON-SOLICITATION UNDERTAKING**

BETWEEN: INCITE EMPLOYMENT CONSULTANTS INC. (a corporation incorporated pursuant to the laws of Canada, with its registered head office at 13 Euclid Ave., M6J 2J5, Toronto, ON)

AND

\_\_\_\_\_  
(an individual residing in the City of Toronto whose residential address is:

\_\_\_\_\_ hereinafter "Recipient")

This Undertaking confirms the terms upon which the Parties agree to protect the Confidential Information (as defined below) of INCITE EMPLOYMENT CONSULTANTS INC. during the course of the Recipient's training and thereafter on such time or times that Recipient may be hired by INCITE EMPLOYMENT CONSULTANTS INC. for the provision of Recipient's services.

Subject to the exceptions to Confidential Information set out below, "Confidential Information" is defined as:

INCITE EMPLOYMENT CONSULTANTS INC.'s trade secrets, intellectual property and business practices including: business plans, financial information, banking information, products, services, processes and methods, training methods and techniques, training resources and products, unregistered trademarks, sources of supply of all products and things for INCITE EMPLOYMENT CONSULTANTS INC.'s use and/or for its clients' use, marketing plans, profits, pricing methods, budgets, business relationships and contacts, unpublished copyrightable works, sales and sales projection formulae, original computer or software programs, studies, works in progress, forecasts, details of any of INCITE EMPLOYMENT CONSULTANTS INC.'s contracts whether as between Recipient and INCITE EMPLOYMENT CONSULTANTS INC. or INCITE EMPLOYMENT CONSULTANTS INC. and any third parties, including clients, and information relating to any disputes and claims that may be made against INCITE EMPLOYMENT CONSULTANTS INC. and the details of any settlement of those claims, TOGETHER WITH client lists, client data and client contact information and information specific to any client, including without limitation, client identities, client preferences in respect of all matters, including food, drink and style, client whereabouts, client idiosyncrasies and traits, client shopping habits, clients' character and personality, and details of any client relationships with third parties and the identity of any of those third parties, all of which may become known to Recipient in the course of the provision of his/her services to INCITE EMPLOYMENT CONSULTANTS INC. and its clients from time to time.

The Recipient acknowledges that Confidential Information may be in oral, written, graphic, electronic, or any other form or medium whatsoever.

Now Therefore, in consideration of one Canadian dollar now paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Recipient Undertakes as follows:

1. Recipient shall only disclose the Confidential Information to employees, officers, directors or suppliers of services to INCITE EMPLOYMENT CONSULTANTS INC. and/or to INCITE EMPLOYMENT CONSULTANTS INC.'s clients and only as may be necessary in relation to the provision of Recipient's services to INCITE EMPLOYMENT CONSULTANTS INC. and/or its clients and Recipient shall limit the disclosure of any Confidential Information to any such parties to the amount necessary to perform Recipient's services to INCITE EMPLOYMENT CONSULTANTS INC. and/or its clients.
2. Recipient confirms to INCITE EMPLOYMENT CONSULTANTS INC. that all right, title and interest of whatsoever nature and kind in and to the Confidential Information, including any proprietary or copyright interest therein, is owned solely or exclusively licensed to INCITE EMPLOYMENT CONSULTANTS INC..
3. For the purposes of this Undertaking, "Disclose" (including any tense of the word, ie: Disclosed, Disclosure) shall mean communication of any kind in any language, in any form now known or hereafter devised including text messages, sms, twitter, facebook, linkedin, and whether Recipient is identified as the disclosing party or remains anonymous.

Recipient covenants and agrees that:

- (a) he/she shall maintain the absolute confidentiality of the Confidential Information and shall not disclose to any party or make any use of the Confidential Information for its own benefit or for any reason whatsoever, except as may be required pursuant to any court order or as may be expressly permitted in this Undertaking;
- (b) he/she shall not copy, photocopy, reproduce, publicly display, or publicly distribute any of the Confidential Information without the prior express written permission of the other in each instance except as may be expressly permitted in this Undertaking; and
- (c) Upon the earlier of (i) 90 days following the date of this Undertaking, or (ii) receipt by Recipient from INCITE EMPLOYMENT CONSULTANTS INC. of a written request, he/she shall, to the fullest extent applicable, return the originals and all copies, photo copies and reproductions of the Confidential Information unless otherwise agreed in writing by INCITE EMPLOYMENT CONSULTANTS INC.

4. Recipient shall not be liable to INCITE EMPLOYMENT CONSULTANTS INC. for any disclosure or use of any Confidential Information which: (a) was generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of Recipient; (b) was in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of any legal obligation; (c) became known to the Recipient through disclosure by sources other than INCITE EMPLOYMENT CONSULTANTS INC., its employees, officers, directors, suppliers and/or its clients; or (d) was independently developed by Recipient without reference to or reliance upon any Confidential Information.
  
5. Non-Solicitation.  
For a period of two years measured from the last to occur of either of the following: a) the date of this Undertaking; or b) the date of the last occasion that Recipient provided his/her services to INCITE EMPLOYMENT CONSULTANTS INC. and/or its clients; Recipient hereby agrees that he/she will not, without INCITE EMPLOYMENT CONSULTANTS INC.'s express written consent, either for himself/herself, or in conjunction with any other person, firm, corporation, or other entity, whether acting as an agent or consultant, or in any capacity whatsoever and whether directly or indirectly:
  - (a) solicit, attempt to solicit, call upon, or accept the business of any firm, person or company who is or was a client of INCITE EMPLOYMENT CONSULTANTS INC. at anytime within two (2) years prior to any such solicitation or acceptance of business; or,
  - (b) solicit, attempt to solicit, hire or communicate in any way with other contractors to INCITE EMPLOYMENT CONSULTANTS INC., employees or dependent contractors of INCITE EMPLOYMENT CONSULTANTS INC. the purpose of having such employees, contractors or dependent contractors employed or in any way engaged by another person, firm, corporation, or other entity.
  
6. Subject to any written agreement to the contrary between the Parties, the obligations under this Undertaking shall continue from and after any disclosure of any Confidential Information to Recipient regardless of whether Recipient is ever engaged by INCITE EMPLOYMENT CONSULTANTS INC. for the provision of Recipient's services, and the said obligations shall survive any termination of any agreement for the provision of Recipient's services to INCITE EMPLOYMENT CONSULTANTS INC. and/or its clients, and shall continue until such time as the information is no longer confidential pursuant to the terms of Section 4 above.

7. Unless expressly agreed otherwise, all inventions, materials, works and ideas (whether new or improvements upon the Confidential Information) and all business ideas discussed in connection with the Confidential Information shall be deemed to also be Confidential Information governed by this Undertaking and shall be the sole property of INCITE EMPLOYMENT CONSULTANTS INC..
8. Nothing herein shall be interpreted as obligating INCITE EMPLOYMENT CONSULTANTS INC. to retain Recipient for his/her services to INCITE EMPLOYMENT CONSULTANTS INC.'s clients.
9. Recipient hereby acknowledges and agrees that breach of the terms of this Undertaking by Recipient would cause INCITE EMPLOYMENT CONSULTANTS INC. irreparable harm not compensable in damages. Accordingly, Recipient further acknowledges and agrees that it is essential to the effective enforcement of this Undertaking that INCITE EMPLOYMENT CONSULTANTS INC. be entitled to the remedy of an injunction without being required to show irreparable harm and Recipient hereby waives his/her right and standing to require INCITE EMPLOYMENT CONSULTANTS INC. to show irreparable harm in the event of any breach of the terms of this Undertaking.
10. This written Undertaking shall be governed by the laws of the Province of Ontario and of Canada applicable in Ontario and the courts of Ontario shall have exclusive jurisdiction with respect to any dispute arising hereunder. This Undertaking is binding upon Recipient's heirs, successors, personal representatives, licensees and assigns.

*(Signature Page Follows)*

All of which is undertaken and agreed by Recipient this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Recipient's Signature

\_\_\_\_\_  
Signature of Witness to Recipient's Signature

Printed name of Witness: \_\_\_\_\_