# EMPLOYEE/CONTRACTOR

# CONFIDENTIALITY AGREEMENT

**EMPLOYEE/CONTRACTOR CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement made as of the [date] day of [Month], [Year], is by and

- between -

*The Natural Remedy* of Vernon, BC (“TNR”)

- and –

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(“Employee/Contractor”)

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[Address]

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[E-mail]

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[Phone number(s)]

This agreement considers data provided by The Natural Remedy to be treated as confidential and will not be shared beyond the internal purposes of TNR.

**BACKGROUND:**

1. **Employee/Contractor**

1.1 The Employee/Contractor is currently hired with the position of

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[employment description/description of contracted work]

In addition to this responsibility or position of the "Employment/Contract”, this Agreement also covers any position or responsibility now or later held with TNR.

1.2 The Employee/Contractor will receive from TNR, or develop on the behalf of TNR, Confidential Information as a result of the Employment/Contract (the 'Permitted Purpose').

**IN CONSIDERATION OF** and as a condition of TNR employing the Employee/Contractor and TNR providing the Confidential Information to the Employee/Contractor in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**Confidential Information**

1. All written and oral information and materials disclosed or provided by TNR to the Employee/Contractor under this Agreement constitute Confidential Information regardless of whether such information was provided before or after the date of this Agreement or how it was provided to the Employee.
2. The Employee acknowledges that in any position the Employee may hold, in and as a result of the Employee's employment by TNR, the Employee/Contractor will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to TNR and which information is the exclusive property of TNR.
3. 'Confidential Information' means all data and information relating to the business and management of TNR, including but not limited to, the following:

3.1 'Customer Information' which includes names of customers of TNR, their representatives, all customer contact information, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of TNR;

3.2 'Intellectual Property' which includes information relating to TNR’s proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);

3.3 'Marketing and Development Information' which includes marketing and development plans of TNR, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of TNR which have been or are being discussed;

3.4 'Business Operations' which includes internal personnel and financial information of TNR, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, external business contacts including those stored on social media accounts or other similar platforms or databases operated by TNR, and the manner and methods of conducting TNR's business;

3.5 'Product Information' which includes all specifications for products of TNR as well as work product resulting from or related to work or projects performed or to be performed for TNR or for clients of TNR, of any type or form in any stage of actual or anticipated research and development;

3.6 'Production Processes' which includes processes used in the creation, production and manufacturing of the work product of TNR, including but not limited to, formulas, patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;

3.7 'Service Information' which includes all data and information relating to the services provided by TNR, including but not limited to, plans, schedules, manpower, inspection, and training information;

3.8 'Proprietary Computer Code' which includes all sets of statements, instructions or programs of TNR, whether in human readable or machine readable form, that are expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer ('Computer Programs'); any report format, design or drawing created or produced by such Computer Programs; and all documentation, design specifications and charts, and operating procedures which support the Computer Programs;

3.9 'Computer Technology' which includes all scientific and technical information or material of TNR, pertaining to any machine, appliance or process, including but not limited to, specifications, proposals, models, designs, formulas, test results and reports, analyses, simulation results, tables of operating conditions, materials, components, industrial skills, operating and testing procedures, shop practices, know-how and show-how;

3.10 'Accounting Information' which includes, without limitation, all financial statements, annual reports, balance sheets, company asset information, company liability information, revenue and expense reporting, profit and loss reporting, cash flow reporting, accounts receivable, accounts payable, inventory reporting, purchasing information and payroll information of TNR; and

3.11 Confidential Information will also include any information that has been disclosed by a third party to TNR and is protected by a non-disclosure agreement entered into between the third party and the Employer.

1. Confidential Information will not include the following information:

4.1 Information that is generally known in the industry of TNR

4.2 Information that is now or subsequently becomes generally available to the public to no wrongful act of the Employee/Contractor

4.3 Information rightly in the possession of the Employee/Contractor prior to receiving the Confidential Information from TNR;

4.4 Information that is independently created by the Employee/Contractor without direct or indirect use of the Confidential Information; or

4.5 Information that the Employee/Contractor rightfully obtains from a third party who has the right to transfer or disclose it.

**Confidential Obligations**

1. Except as otherwise provided in this Agreement, the Employee/Contractor must keep the Confidential Information confidential.
2. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of TNR and will only be used by the Employee/Contractor for the Permitted Purpose. The Employee/Contractor will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to TNR or any associated affiliates or subsidiaries.
3. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Employee/Contractor in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and those obligations will last indefinitely.
4. The Employee/Contractor may disclose any of the Confidential Information:

8.1 to such employees/contractors, agents, representatives and advisors of the

 Employee that have need to know for the Permitted Purpose provided that:

8.1.1 the Employee/Contractor has informed such personnel of the

confidential nature of the Confidential Information;

8.1.2 such personnel agree to be legally bound to the same burdens of

confidentiality and non-use as the Employee/Contractor;

8.1.3 the Employee/Contractor agrees to take all necessary steps to ensure

that the terms of this Agreement are not violated by such

8.1.4 the Employee/Contractor agrees to be responsible for and indemnify TNR for any breach of this Agreement by its personnel.

8.2 to a third party where TNR has consented in writing to such disclosure; and

8.3 to the extent required by law or by the request or requirement of any judicial,

legislative, administrative or other governmental body.

**Avoiding Conflict of Opportunities**

1. It is understood and agreed that any business opportunity relating to or similar to TNR's current or anticipated business opportunities coming to the attention of the Employee/Contractor during the Employee's employment/Contactor’s duration of work, is an opportunity belonging to TNR. Accordingly, the Employee/Contractor will advise TNR of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of TNR.
2. Without the written consent of TNR, the Employee/Contractor further agrees not to directly or indirectly, engage or participate in any other business activities which TNR, in its reasonable discretion, determines to be in conflict with the best interests of TNR.

**Ownership and Title**

1. The Employee/Contractor acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Employer. Accordingly, the Employee specifically agrees and acknowledges that the Employee will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trade-marks or trade names, notwithstanding the fact that the Employee may have created or contributed to the creation of that Confidential Information
2. The Employee/Contractor does hereby waive any moral rights that the Employee may have with respect to the Confidential Information.
3. The Confidential Information will not include anything developed or produced by the Employee during the term of this Agreement, including but not limited to intellectual property, process, design, development, creation, research, invention, know-how, trade name, trade-marks or copyright that:

13.1.1 was developed without the use of any equipment, supplies, facility or

Confidential Information of the Employer;

13.1.2 was developed entirely on the Employee's own time;

13.1.3 does not relate to the actual business or reasonably anticipated business of

TNR

13.1.4 does not relate to the actual or demonstrably anticipated processes, research

or development of TNR; and

13.1.5 does not result from any work performed by the Employee/Contractor for

TNR.

14. The Employee/Contractor agrees to immediately disclose to TNR all Confidential Information developed in whole or in part by the Employee/Contractor during the term of the Employment/Work duration and to assign to TNR any right, title or interest the Employee/Contractor may have in the Confidential Information. The Employee/Contractor agrees to execute any instruments and to do all other things reasonably requested by TNR (both during and after the term of the employment/duration of contract) in order to vest more fully in TNR all ownership rights in those items transferred by the Employee/Contractor to TNR.

**Remedies**

15. The Employee/Contractor agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to TNR. Accordingly, the Employee/Contractor agrees that TNR is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Employee/Contractor, any of its personnel, and any agents of the Employee/Contractor, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

**Return of Confidential Information**

16. The Employee/Contractor agrees that, upon request of TNR, or in the event that the Employee/contractor ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, or the expiration or termination of the Employment/Contract Work Duration, the Employee/Contractor will turn over to TNR all documents, disks or other computer media, or other material in the possession or control of the Employee/Contractor that:

16.1 may contain or be derived from ideas, concepts, creations, or trade secrets and

 other proprietary and Confidential Information as defined in this Agreement; or

16.2 is connected with or derived from the Employee's/Contractor’s services to TNR.

**Notices**

17. In the event that the Employee is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Employee will give to TNR prompt written notice of such request so TNR may seek an appropriate remedy or alternatively to waive the Employee's compliance with the provisions of this Agreement in regards to the request.

18. If the Employee loses or fails to maintain the confidentiality of any of the Confidential Information in breach of this Agreement, the Employee will immediately notify TNR and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

19. Any notices or delivery required in this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

20. The addresses for any notice to be delivered to any of the parties to this Agreement are as follows:

 As per company records.

**Representations**

21. In providing the Confidential Information, TNR makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trade-mark infringement that may result from the use of such information.

**Termination**

22. This Agreement will automatically terminate on the date that the Employee's/Contractor’s employment/duration of contract work with TNR terminates or expires, as the case may be. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

**Assignment**

23. Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

**Amendments**

24. This Agreement may only be amended or modified by a written instrument executed by both TNR and the Employee/Contractor.

**General Provisions**

25. Time is of the essence in this Agreement.

26. This Agreement may be executed in counterpart.

27. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

28. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.

29. The Employee/Contractor is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by TNR in enforcing this Agreement as a result of any default of this Agreement by the Employee including a $100,000 penalty for each breach of this Agreement.

30. TNR and the Employee/Contractor acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the intention of TNR and the Employee/Contractor that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the intention of the Employee/Contractor to give TNR the broadest possible protection to maintain the confidentiality of the Confidential Information.

31. No failure or delay by TNR in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.

32. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of TNR and the Employee/Contractor.

33. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

**NOW THEREFORE,** the parties hereto have caused this Agreement to be duly executed in their names by officials who are duly authorized as of the effective date set forth above.

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| --- | --- | --- |
| **FOR: The Natural Remedy** |  | **Employee/Contractor** |
|  |  |  |
| **SIGNATURE** |  | **SIGNATURE** |
| **Jean-Luc Villemure** |  |  |
| **NAME (TYPED)** |  | **NAME (TYPED)** |
|  |  |  |
| **DATE** |  | **DATE** |