

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

This Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200 .

BETWEEN:

Ordino Inc., a corporation incorporated pursuant to the laws of the Province of Alberta  
(hereinafter referred to as "Ordino")

- and -

(hereinafter called the "Purchaser")

It is the intent of this Agreement to protect Ordino's Confidential Information. "Confidential Information" means trade secrets, processes, products, techniques, services, inventions or technical information which is not common knowledge among competitors to whom it may be useful and which gives the one in possession some advantage over competition. It includes knowledge of any business and sphere of activities including its marketing activities and reports on the results of research and development work conducted by or on behalf of Ordino. All such Confidential Information shall be presumed to be confidential except to the extent it has been made available to the general public without restriction; and

"Inventions" means discoveries, concepts and ideas, whether patentable or not, including but not limited to processes, methods, formulae and techniques as well as improvements thereof or know-how related thereto relating to present or prospective activities of Ordino.

IN CONSIDERATION of the purchase of a confidential report by the Purchaser from Ordino, the Purchaser agrees with Ordino as follows:

1. the report was purchased for the individual use of the Purchaser and may not be copied or circulated to any other person,
2. the Purchaser agrees to keep such information confidential and will not disclose same to anyone.
3. Ordino regards activities for implementing the business proposal described in the report as going into competition with Ordino.
4. Due to the fact that the Purchaser has sensitive technical and marketing information pertaining to the affairs and products of Ordino, it is agreed that the Purchaser shall not, for a period of two years after acquiring the report from Ordino, approach or solicit any persons with the view to implementing the business concept contained in the report without first obtaining permission in writing from Ordino. This permission shall not be unreasonably withheld unless Ordino is denied the opportunity to participate in such a venture with the Purchaser.
5. The Purchaser agrees that the provisions of paragraph 4 hereof are reasonable and are not unduly restrictive.
6. It is agreed that if one (1) or more provisions contained in this letter shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions or subsection or the terms and conditions hereof.

In witness whereof the parties hereto have executed this Agreement as of the day and year first above written.

Ordino Inc..

Per: \_\_\_\_\_

\_\_\_\_\_  
(The Purchaser)

Address for shipment of the report:-

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_

State/Province: \_\_\_\_\_

Zip or postal code \_\_\_\_\_

Country \_\_\_\_\_