EMPLOYMENT CONFIDENTIALITY and NON-COMPETE AGREEMENT

THE UNDERSIGNED, hereby further agrees:

1) to maintain absolute confidentiality of all such Confidential Information; and

2) not to use any such information in any other business or in any manner not specifically authorized and approved in writing by the employer; and

3) to execute such further assurances of confidentiality as may be reasonably required from time to time by the employer; and

4) that during the term of employment and for a period of two (2) year following employment (the "Non-Compete Period") that he or she shall not directly or indirectly, either individually or with others, engage or have any interest, as an owner, representative, agent, consultant or otherwise, in any business which is similar to the business conducted by the employer. These covenants shall be deemed separate covenants for each and every province, country and any other governmental entity covered by the non-compete obligation and in the event the covenant for one or more such jurisdictions is determined to be unenforceable the remaining covenants shall continue to be effective. These covenants are not intended to prevent the Undersigned from using his or her general knowledge, experience, skill and know-how in a manner that is not competitive, provided the Undersigned does not use, disclose, divulge or communicate any Confidential Information (as hereinafter defined); and

5) not to solicit nor employ any person who is employed by the employer during the Non-Compete Period; and

6) not to solicit the employer customers on behalf of him or her or any other business or entity in competition with the business then conducted by the employer; and

7) to permit the employer to disclose this agreement, without risk of liability, to a prospective or current employer of the Undersigned if the employer has reason to believe this agreement has been breached.

DATED at _____ , _____ this _____day of _____, 20_____

        (CITY/TOWN)   (STATE)

Signed _____

                  (EMPLOYEE)