

CONFIDENTIALITY/ NON DISCLOSURE & INFORMATION CONTAINMENT AGREEMENT

This Confidentiality Agreement is entered into between OHM Medical Training Services Inc. (the "Company") and the undersigned party ("Recipient").

1. All rights, title and interest in and to the confidential technical and business information of the Company which was developed by, licensed to or acquired by the Company or its affiliates, or its officers, directors and key management, including all copyrighted materials, whether received by the Recipient prior to or after entering into this Agreement, shall be the exclusive worldwide property of the Company or its nominees. Recipient shall, upon request from the Company, immediately return the Information and any and all copies thereof in all forms (electronic or otherwise) to the Company.
2. The Recipient hereby agrees and acknowledges that, it shall have access to and shall be entrusted with customer lists, potential customer lists, pricing information, detailed confidential information, patents, copyrighted materials, and trade secrets concerning the business of Company and the present and contemplated products, techniques and other services evolved or used by Company (the "Information"), and agrees that the disclosure of any such Information to competitors of Company or to the general public would be highly detrimental to the best interests Company. The Recipient acknowledges and agrees that the right to maintain the confidentiality of such confidential information, patents and trade secrets, copyrighted materials, and the right to preserve its goodwill, constitute proprietary rights which Company is entitled to protect. Accordingly, the Recipient covenants and agrees with Company that, without the written consent of Company, it will not, either during the term of this Agreement, or at any time thereafter, disclose any of such confidential information, patents, copyrighted materials, and trade secrets to any person, outside of Company, nor shall it use the same for any purpose other than the purposes of performing the Work. The Recipient agrees that all restrictions contained in this clause are reasonable and valid in the circumstances and all defenses to the strict enforcement thereof by Company are hereby waived by the Recipient. Upon termination or expiry of this Agreement for any reason, the Recipient agrees to deliver to Company copies of all documents, records, reports and notices, and copies thereof, which are in its possession which relate in any way to the business of Company or its customers. In addition, given the Recipients access to such detailed confidential information, patents, copyrighted materials, and trade secrets concerning the business of Company the Recipient agrees that it shall not inform, other than in the necessary course of business, any other person about a material fact or material change with respect to Company before that fact or change has been generally publicized. Accordingly, the Recipient shall take great care to maintain confidential all unpublicized material information respecting Company and prevent inadvertent disclosure of such information to family, friends, stockbrokers and others.
3. Recipient shall not reproduce or use the Information except as reasonably required by Recipient to teach courses which are allowed by the Company to be taught through a licence with the Company. Recipient shall not develop, offer or provide, directly or indirectly, any product or service which is directly or indirectly based on, derived from or uses the Information, except with the prior written consent of the Company. Furthermore, the Recipient will require any other parties who work with the Recipient to sign a similar



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4. Recipient shall take all reasonable measures to keep the Information confidential, shall not disclose the Information to any person (including, without limitation, individuals, corporations, trusts, and other entities).
5. This Agreement covers all written material already sent over to the recipient prior to the signing of this agreement and continues in full force and effect even if the parties fail to enter into any negotiations or other contracts. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

(Recipient)

OHM Medical Training, Inc

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Printed)

Name: _____
(Printed)

Title: _____

Title : _____

Date : _____

Date : _____

