



SCHEDULE "B"

Multi-Services Retail Solutions

CONFIDENTIALITY AGREEMENT

Since Multi-Services Retail Solutions (MSRS) is engaged in the competitive and rapidly growing business of providing reliable & high-quality services on the behalf of, but not limited to vendors and other companies across Canada; and owns or controls technological and marketing information in various fields including, but not limited to, consulting, merchandising and marketing of services and/or products for which information is of commercial value throughout the world; and

Since MSRS has expended and intends to continue to expend significant time, effort and financial resources to develop the business practices, technology and products which are necessary to the continued success of Multi-Services Retail Solutions business, and the information relative to this development is considered by MSRS, and acknowledged by Employee, to be confidential and trade secret information which is proprietary to MSRS; and

Since Employee is to be employed by MSRS, Employee will have access to MSRS confidential and trade secret information, the unauthorized disclosure of which to a competitor of MSRS's could cause serious and irreparable financial and business damage to MSRS.

THEREFORE, in consideration of my employment by MSRS and the compensation received therefore, I agree with MSRS as follows:

1. Efforts of Employee

I agree that, while employed by MSRS, I shall, during working periods and except for absences beyond my control, devote my time, attention, knowledge, and skill solely to the business interests of MSRS.

2. Disclosure of Contribution

I shall promptly disclose to MSRS all ideas, improvements and innovations in whatever form, relating to the business, products, plans and procedures of MSRS, suggested by or resulting from my work at MSRS, including those resulting wholly or in part from the use of MSRS's materials, facilities or ideas, which I alone, or with others, make or conceive during my employment, during normal working hours or otherwise, and I agree that all such ideas, improvements and innovations shall be the exclusive property of MSRS.

3. Disclosure of Information

- A. I will not disclose to MSRS or induce MSRS to use any proprietary information or trade secrets of others.
- B. I agree that I will not, while employed by MSRS or any time thereafter, without the prior written consent of MSRS, disclose or cause to be disclosed, or use or make known, any confidential and trade secret information of MSRS. Confidential and trade secret information of MSRS shall, for purposes of this Agreement, include but not limited to, MSRS matters not readily available to the public, which:
 - a) are of a technical nature such as, but not limited to, methods, know-how, formula, drawings, blueprints, inventions, processes, discoveries, machines, computer programs, software, software documentation and similar items;



- b) are of a business nature such as, but not limited to, information about sales or lists of customers, prices, costs, purchasing, profits, markets and product capabilities; or
- c) pertain to future developments such as, but not limited to, research and development, new or improved products, business ventures, and marketing and merchandising plans and ideas.

At the end of my employment, I agree to turn over to MSRS all data, information and knowledge, including without limitation of all drawings, photographs, graphs, tables, charts, documents, correspondence, specifications, blueprints, notebooks, reports, sketches, formula, computer programs, software, software documentation, sales data, business manuals, price lists, customer lists, samples, and all the materials and copies thereof including product and other embodiments relating in any way to the business of MSRS, made fully or in part, or obtained by me during the period of employment with MSRS, whether confidential and trade secret information or not, which are in my possession or under my control.

4. Conflict of Interest

- A. I agree that while employed by MSRS, I shall not, whether alone or with others, without the prior written consent of MSRS, engage in or assist another to engage in any activity connected with the development, manufacture or sale of any product or service which competes with the business then conducted by MSRS, or at the time of termination of my employment, is in a state of research or development by MSRS, but this shall not prevent the making of personal investments in which I own not more than 1% of a business which competes with MSRS.
- B. I agree that any breach or threatened breach of any of the provisions of this paragraph cannot be remedied solely by the recovery of damages and MSRS shall be entitled to any other remedies available at law or in equity for any such breach or threatened breach, including the recovery of all costs and expenses, including legal fees incurred.

5. Severability

If any condition herein or the application of such condition shall be deemed invalid and unenforceable, the remainder of this Agreement shall not be affected and each remaining condition hereof shall be valid and enforced to the fullest extent permitted by law.

6. Parties

This Agreement shall be binding on MSRS, its successors and assigns, and the Agreement shall be binding on me, my heirs, legal representatives and assigns.