



Centex Petroleum

#203, 1717 10 St. NW
Calgary, AB
T2M 4S2

Phone: 403.289.3100
Fax: 403.284.0633
E-mail: info@centexpetroleum.com
Web: www.centexpetroleum.com

CONFIDENTIALITY AGREEMENT

This Agreement dated the _____ of _____.

WHEREAS:

- A. **650273 ALBERTA LIMITED** (the "Employer") and _____ (the "Employee") have entered into a contract of employment whereby the Employer will employ the Employee for certain purposes (the "**Employment Agreement**");
- B. The Employee's employment with the Employer pursuant to the Employment Agreement is a position of trust and confidence;
- C. In the course of employment, the Employee may receive or have access to certain information relating to the business of the Employer that is non-public, confidential or proprietary in nature, the disclosure of which may be detrimental to the best interests of the Employer; and
- D. The Employee agrees to enter into this Confidentiality Agreement (this "**Agreement**") on the terms and conditions set forth herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that the Employee agrees as follows:

1. This Agreement is a part of the terms and conditions of the Employment Agreement.
2. Definitions.

In this Agreement, the following terms have the following meanings:

- (a) "**Confidential Information**" means all information, data, documents, agreements, files and other materials in whatever form (including, without limitation, in written, oral, visual or electronic form), which is disclosed or otherwise furnished by the Employer to the Employee in the course of the Employee's employment that relates directly or indirectly to the Employer's business, clients, customers, products, services, affairs, finances and trade secrets, including, without limitation:
 - (i) information concerning the Employer's and its customers', suppliers' and other third parties', past, present and future business affairs including, without limitation, finances, operations, equipment, supplier information, services, customer information, prospective customer information, products, organizational structure and internal practices, forecasts,

sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies;

- (ii) plans, formulae and specifications;
 - (iii) computer software, programs, applications and codes;
 - (iv) production forecasts and business plans;
 - (v) trade secrets, confidential and proprietary information;
 - (vi) technologies and works, including all discoveries, research, developments, designs, improvements, innovations, inventions, blueprints, applications, tools, databases, internet websites, methods, processes and documentations;
 - (vii) intellectual property rights, including all intangible, intellectual, proprietary and industrial property rights, whether or not registered or registrable, and all embodiments and derivative works thereof; and
 - (viii) other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used; and
- (b) "**Copies**" means copies or records of any Confidential Information in whatever form including without limitation, notations, extracts, analysis, studies, plans, compilations or any other way of representing, recording or recalling information which contains, reflects, or is derived or generated from Confidential Information.

Other terms not specifically defined in this Section 2 shall have the meanings given to them elsewhere in this Agreement.

3. Employee Obligations.

3.1 The Employee shall only use the Confidential Information or Copies for the purpose of the Employee's employment and shall not directly or indirectly, without the authorization of the Employer, either during the employment or at any time after termination of the employment, howsoever arising:

- (a) use any Confidential Information or make or use any Copies for the Employee's own benefit or purposes, or for the benefit or purposes of any other person, company or organization whatsoever; or
- (b) disclose any Confidential Information or Copies to any person, company or other organization whatsoever.

3.2 The Employee shall be responsible for protecting the confidentiality of the Confidential Information and Copies and shall:

- (a) keep the Confidential Information and Copies strictly confidential;

- (b) use the Employee's best endeavours to prevent the use or communication of any Confidential Information or Copies by any person, company or organization (except for the purpose of the Employee's employment, or as authorized by the Employer);
- (c) take reasonable and prudent steps to safeguard all Confidential Information and Copies under the possession of the Employee while at or away from the office; and
- (d) inform the Employer immediately on becoming aware or suspecting that any unauthorized person, company or organization knows or has used any Confidential Information or Copies.

3.3 The Employee shall not, except as required for the performance of his/her duties, obligations and responsibilities arising from the Employment Agreement:

- (a) disclose or reveal in any way any Confidential Information or Copies;
- (b) use Confidential Information for his/her own purposes or for any purposes other than those of the Employer; or
- (c) disclose, post, e-mail or reveal in any manner, any work-related information, procedures, pictures or images. This includes, without limitation, disclosure on social networking websites (e.g. "Facebook", "Twitter", etc.) or other such social networking media unless expressly authorized by the Employer.

The Employee acknowledges and agrees that the Confidential Information and Copies are the exclusive property of the Employer and/or its affiliates.

4. Disclosure Required by Law.

4.1 If, either during or after the Employee's employment, the Employee is compelled or required to disclose any Confidential Information or Copies by law or court order or pursuant to any requirement, request or process of any legal, regulatory or governmental authority, the Employee shall:

- (a) give the Employer prompt prior notice of such requirement, request or process so that the Employer may, at its sole cost and expense, seek an appropriate protective order or other remedy; and
- (b) cooperate with the Employer, at the Employer's sole cost and expense, to obtain such protective order or other remedy.

5. Return of Confidential Information.

5.1 All Confidential Information and Copies are the property of the Employer. On termination of the Employee's employment, or at the request of the Employer at any time during the Employee's employment, the Employee shall, within 14 days of termination of the Employee's employment:

- (a) return all Confidential Information and Copies to the Employer; and

- (b) certify to the reasonable satisfaction of the Employer that the Employee has complied fully with the Employee's obligations under this clause.

6. Remedies.

The Employee acknowledges and agrees that monetary damages might not be a sufficient remedy for any breach of this Agreement by the Employee and that, in addition to all other remedies available at law, the Employer shall be entitled to seek injunctive or other equitable relief as a remedy for any such breach.

7. Severability.

Each paragraph of this Agreement are separate and distinct covenants, severable from each other. If a covenant is determined to be invalid or unenforceable, such invalidity or unenforceability shall apply to the covenant only to the extent of that invalidity or unenforceability and shall not affect the validity or enforceability of any other covenant.

8. Independent Legal Advice.

The Employee acknowledges that the Employer has provided the Employee with a reasonable opportunity to obtain independent legal advice regarding this Agreement, and that the Employee has reviewed and understands its terms.

9. Common Law Obligations Preserved.

Nothing in this Agreement shall be interpreted so as to limit any obligations owing by the Employee to the Employer as a matter of common law.

IN WITNESS WHEREOF the Employee has executed this Agreement on the date first written above.
