



## Employee Confidentiality and Intellectual Property Agreement

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The Company has a duty to protect its assets. The most important assets are our Team Members. This policy identifies some of the more serious violations but is not meant to be an inclusive list.

The following acknowledgments and commitments are implied terms of my employment by **Fen's Market** and I am signing this agreement to make these terms explicit.

In consideration of my employment by the **Fen's Market** and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree with the company, on its own behalf and as agent and trustee for its affiliates (collectively the "**Company**") as follows:

1. During and after my employment by the Company, I will not disclose to anyone outside of the Company or use other than for the purpose of my employment with the Company any Confidential Information of the Company. "**Confidential Information**" means information relating to the Company's past, present and future business including but not limited to all aspects of its strategies, business plans, products, services, research and development, personnel information, customer information, supplier information, financial information, marketing, product and service plans, contract terms, production facilities, equipment, processes and operations, Developments (as defined below) and all paper or electronic documents containing any Confidential Information and any confidential or proprietary information received from a third party. Upon termination of my employment, I will return all documents in written or electronic form containing Confidential Information, including without limitation Developments, to the Company and I will not retain copies in any material or electronic form.
2. I will fully and promptly disclose to the Company all Developments created in the scope of my employment or that in any way relate to the existing or reasonably foreseeable business of the Company. "**Developments**" means any idea, invention, know-how, trade secret, design, computer program, algorithm and/or related documents and any other work made or conceived by me alone or jointly with others during my employment or which is suggested by or results from any work assigned to or performed by me for the Company, whether or not any such Development may be legally protectable, and whether or not made on my own time, or at my own expense. All patents, copyrights, industrial designs, trade marks, trade secrets and other intellectual property rights including applications for the protection of any such Development belong to the Company. I assign to the Company all of these intellectual property rights I may have in the Developments in any country. During the course of my employment by the Company and thereafter, I will sign confirmatory assignments of intellectual property rights requested by the Company for no additional consideration, but at the expense of the Company. I will assist the Company to obtain legal protection for these intellectual property rights during the course of my employment and thereafter. I waive any moral rights I may have in copyright works in favour of the Company.
3. This Agreement does not restrict my disclosure or use of any information, idea or invention (a) known by me prior to employment by the Company and which I am legally entitled to disclose or use (b) developed by me independently of employment by the Company and unrelated to the existing or reasonably foreseeable business of the Company or (c) which is or becomes publicly available through no breach by me of this Agreement. Further, after termination of employment, I am free to use ideas, concepts, and non-proprietary information within my general knowledge and expertise and used in the course of my employment by the Company provided that in doing so I do not use or disclose any Confidential Information, including without limitation Developments.
4. In the same manner that it expects its own intellectual property rights to be respected, the Company has clearly advised me that it does not want me to use or disclose, and that it does not want to use or receive, any confidential or proprietary information of others, and that this is a condition of my continuing employment.



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5. This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick, without application of conflict or law principles.

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Witness Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name (Print)