



CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

This Agreement made this day of year.

BETWEEN:

ABORIGINAL PEOPLES TELEVISION NETWORK INCORPORATED

("APTN")

- and -



(the Employee "NAME")

FOR GOOD AND VALUABLE CONSIDERATION the receipt and sufficiency of which is acknowledged. The parties agree as follows:

1. **Definitions:**

- (a) **"Confidential Business Information"** means any information or data concerning APTN, its employees or its business affairs which is not in the public domain;
- (b) **"Work"** means the duties and responsibilities fulfilled by the Employee in the course of employment with APTN and includes activities which maybe incidental to the performance of said duties and responsibilities;
- (c) **"Intellectual Property"** includes, without limitation, all data, information, trade secrets, techniques, methods of performance whether electronically stored or otherwise, produced or created by the Employee or by other persons performing service or services to or on behalf of APTN.

2. **Preservation of Confidentiality.** The Employee hereby acknowledges and agrees that in the course of fulfilling the duties and responsibilities of the position occupied by the Employee, the Employee will gain access to Confidential Business Information concerning APTN. The Employee hereby undertakes and agrees that all such Confidential Business Information is the property of APTN and that the Employee shall not disclose such Confidential Business Information to any third party during the term of the employment of the Employee by APTN and after the termination of such employment, however caused. The Employee further acknowledges and agrees that the disclosure of Confidential Business Information will cause irreparable damage and harm to APTN and accordingly APTN shall be entitled to seek injunctive relief preventing the disclosure of such Confidential Business Information in addition to any other remedies which may be available by law to APTN.

3. **All Ownership of Intellectual Property.** The Employee acknowledges and agrees that all Intellectual Property shall become the property of APTN and the Employee hereby irrevocably grants to APTN an absolute assignment of the copyright and any and all



other proprietary rights of the Employee in and to the Intellectual Property. The Employee agrees promptly to do such further acts and things including the execution of such further documents as may be requested by APTN, from time to time, to confirm or give effect to ownership by APTN of the Intellectual Property.

4. **Acknowledgement.** The Employee acknowledges and agrees that if any part of this Agreement is violated by the Employee during the term of the employment with APTN such violation shall be grounds for termination of employment for cause without notice or pay in lieu thereof, and the Employee further agrees that such termination of employment for cause shall not terminate the obligations of the Employee pursuant to this Agreement.

DATED at City _____, Province _____ this _____ day of _____, year.

ABORIGINAL PEOPLES TELEVISION NETWORK

Per: _____
SIGNATURE OF DIRECTOR

Signature of Witness

Witness Printed Name