



tyze

January 18, 2011

Dear Student;

Re: Protection of Tyze's Proprietary Interests

During the course of your engagement with Tyze Personal Networks you will obtain access to Tyze's confidential and proprietary information relating to the activities and other affairs of Tyze. Tyze needs to protect its proprietary interests from unauthorized use or disclosure. Accordingly, it is the intention to hereby formally record in writing the terms and conditions upon which such confidential and proprietary information will be disclosed to you. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you covenant and agree as follows:

1. You acknowledge that, by reason of your engagement with Tyze, you will acquire information (the "**Confidential and Proprietary Information**") about certain matters which are confidential to Tyze, whether or not designated or labeled as confidential or proprietary, and which Confidential and Proprietary Information is and will remain the exclusive property of Tyze, including but not limited to trade secrets, marketing information, technical expertise, computer materials such as programs, instructions, source and object code, research and development plans, confidential operations, and customer information and other data or information (and any tangible evidence, record or representation thereof). You undertake to treat confidentially all Confidential and Proprietary Information and not to disclose it to any third party or to use it for any reason, except with the prior written consent of Tyze.
2. You acknowledge that all Confidential and Proprietary Information and all other discoveries, know-how, inventions, ideas, concepts, processes, products, methods, improvements, designs, drawings, models, prototypes, schematics or parts thereof, technologies, data, computer programs, or parts thereof, conceived, developed, reduced to practice or otherwise observed by you during the course of your engagement with Tyze (collectively, the "**Inventions**") are the sole property of Tyze and all copyrights, patents, patent rights, trademarks, service marks and reproduction rights to, and other proprietary rights in, each such Invention, whether or not patentable or copyrightable, will belong exclusively to Tyze. You may not use or make copies of any Invention or part thereof for any reason without the express prior written agreement of Tyze.
3. You further acknowledge that for any Inventions in which you may have participated in the development of, either alone or with others, during the course of your engagement with Tyze, such Inventions will be the sole property of Tyze, and all copyrights, patents, patent rights, trademarks, service marks and reproduction rights to, and other proprietary rights in, each such Invention, whether or not patentable or copyrightable, will belong exclusively to Tyze. You hereby assign and agree to assign, all rights, title and interest in any such Inventions to Tyze and you hereby waive for the benefit of Tyze and its successors and assigns any and all moral rights in respect of such Inventions.
4. Any and all potential Conflicts of Interest shall be fully disclosed to Tyze. Unless otherwise expressed in writing, you indicate by signing this document that you are not bound by any other agreements that would impede the fulfilment of responsibilities to Tyze.



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5. This agreement creates a confidential relationship between you and Tyze and information concerning Tyze's business affairs, customers, projects, vendors, finances, properties, methods of operation, proprietary software and computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature and can not be disclosed to any other party without Tyze's prior written consent.
6. Whenever requested to do so by Tyze, you will execute any documents which Tyze deems necessary to apply for and obtain patents or copyrights of Canada, the United States or any foreign country or to otherwise protect Tyze's interest in the Inventions and assist Tyze in every proper way (entirely at Tyze's expense) to obtain such patents and copyrights and to enforce them.
7. You agree that, in the event you violate any of the restrictions referred to in this letter, Tyze will suffer irreparable harm and will be entitled to preliminary and permanent injunctive relief and any other remedies in law or in equity which the court deems fit.
8. This letter shall be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein, which shall be deemed to be the proper law of this letter. You agree to attorn and submit to the jurisdiction of the courts of British Columbia. You also acknowledge that in the enforcement of its intellectual property rights, Tyze is entitled to bring any legal actions or proceedings in any other court of competent jurisdiction in any country.

In agreement with the terms and conditions set out above, please sign and return one copy of this letter.

Dated: _____ (mm/dd/yyyy)

I have read the above and agree to be bound by the terms as set out above.

Signature:
Print name:
