## **Confidentiality Agreement**

1. In this Agreement, the following words and phrases shall have the following meanings:

"Scanning Services" means the document scanning or document conversion services that the Bureau provides to the Client

"Bureau" means MyScan Document Solutions Corp.

"Client" means the person or company for whom the Bureau has agreed to provide the Scanning Services in accordance with this Agreement.

- 2. The Bureau acknowledges that all documentation made available or disclosed to it by the Client shall remain the exclusive property of the Client and recognizes that such documentation is confidential and proprietary to the Client and shall be treated as such and shall not be disclosed to a third party, save as provided in Clause 5 hereunder or as required by any applicable laws, without the prior written consent of the Client. The Bureau undertakes to return all such documentation at the request of the Client and, in any event, upon conclusion of the Bureau's need thereof.
- 3. The Bureau undertakes to treat all information not in the public domain that it may become a party to as a result of providing the Scanning Services to the Client and its associates, including the existence of the request for the Scanning Services, the names of the parties involved and any information contained in or which otherwise reflects the information in the documentation received from the Client, (the "Information") as confidential and further undertakes that such Information shall not be disclosed to a third party, save as provided in Clause 5 below, without the prior written consent of the Client.
- 4. The Bureau undertakes to relinquish its rights in the Scanning Services to the Client once all claims against the Client have been met.
- 5. The Bureau hereby discloses that it may subcontract all or part of the Scanning Services provided to the Client. In such event the Bureau will use its best endeavors to ensure that all of its Subcontractors, to whom disclosure of the Information is made, act in accordance with the terms of this Confidentiality Undertaking as if each were a party hereto.
- 6. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the Province of British Columbia, Canada. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the Province of British Columbia, Canada.

7. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

IN WITNESS WHEREOF, the parties hereto have caused this Confidentiality Agreement to be executed as of the Effective Date.

Recipient of Confidential Information:	Discloser of Confidential Information:
Name:	Name:
Company: MyScan Document Solutions Corp.	Company:
Title:	Title:
Address: #230-3751 Jacombs Road, Richmond, BC V6V 2R4, Canada	Address:
Signature:	Signature:
Date:	Date: