

Confidentiality Agreement

This Confidentiality Agreement (“The Agreement”) is entered into by _____ (please print your **Company Name or Agent Name; hereafter referred to as “The Client”**) and Market Connections Inc. (Market Connections). For the purpose of this agreement, “files” and “information” refer to any and all names, addresses and any other identifying information provided by **The Client** and or any representative of **The Client** to Market Connections.

I. General Conditions

1. Files and information will remain at all times the sole property of **The Client**.
2. Market Connections acknowledges the importance of maintaining the security and confidentiality of the files and information and agrees to take whatever steps are necessary to prevent the unauthorized transfer, disclosure to, or use of the files or information by any person or entity not a party to this agreement.
3. Market Connections agrees to ensure that the terms and conditions of this agreement are adhered to by all of its employees and third parties that it has cause to do business with.
4. **The Client** on its own behalf, may monitor the files and information in any manner to prevent the improper or unauthorized use of the files and information. Such monitoring may include, but not be limited to, on site inspection of the entire facility at any time and the inserting of decoy names and addresses into the files.
N.B.: A decoy name and address can be inserted by **The Client** into a database so they can monitor usage of the database. Market Connections would have no knowledge of the identity of the decoy name.
5. Market Connections may not use any method to detect, alter or eliminate decoy names and addresses.
6. Market Connections may not use the files and information for any purpose other than in connection with the mailing of the newsletter for which the files and information were supplied.

II. Confidentiality

Market Connections understands and agrees that all files and information shall be considered confidential, shall not be communicated to Market Connections’ employees except on a “need to know” basis, shall not be used for any purpose except in connection with the production and mailing of the newsletter, and shall not be disclosed for any purpose to third parties by Market Connections other than those whose services are required in the production execution of the job.

Market Connections understands that all files and information must be strictly safeguarded and protected from any unauthorized use or unauthorized dissemination by it, its employees or third party whose services are required in the production execution of the job. Accordingly Market Connections will take all appropriate actions to safeguard all data contained in the files.

Without limiting the generality of the foregoing, Market Connections agrees that all names, addresses and any other identifying information which is provided to Market Connections under the publishing agreement remains the sole property of **The Client**. At any time, on demand, Market Connections will return all originals and copies of such identifying information to **The Client**.

III. Governing Laws and Interpretation

This agreement and the rights and obligations of the parties hereto shall be governed by and in accordance with the laws of the province of Ontario. The parties hereto hereby respectively attorn to the jurisdiction of the courts of the province of Ontario. Headings are for reference only and are not intended to affect the meaning of any terms. If any provision of this agreement is held invalid, illegal or unenforceable, the remaining provisions will be unimpaired.

Agent /**The Client**

Market Connections Inc.

Date: _____

Please print name: _____

Signature: _____
