

## CONFIDENTIALITY POLICY

### 1. Confidentiality

All employees acknowledge and agree that as a result of their employment with Paragon FusionClad (PPC) Ltd. (“Paragon”), the Employee will acquire confidential information about Paragon that may be detrimental to Paragon if disclosed to third-parties who are not subject to this policy.

The confidential information includes any information not generally known to the public, including but not limited to:

- 1.1.1. Information relating to customers, prospective customers, suppliers, profit and profit margins, pricing and price structures;
- 1.1.2. Methods of doing business, business technology, project management, estimating and business developments;
- 1.1.3. Databases, systems, software, spreadsheets, operations and business activities of Paragon
- 1.1.4. Trade-secrets and proprietary materials or processes;
- 1.1.5. Copyright material, including information contained on Paragon’s website;
- 1.1.6. Information protected by intellectual property rights or other laws;
- 1.1.7. Marketing techniques and proprietary information which relates to the conduct and details of Paragon’s business; and
- 1.1.8. Information subject to solicitor/client privilege  
(the “Confidential Information”).

Employees further acknowledge and agree that the right to maintain such Confidential Information in confidence constitutes a proprietary right which Paragon is entitled to protect; that Paragon’s competitive position may be compromised if employees disclose Confidential Information in violation of this Agreement; and that the use of any such Confidential Information personally or the release of it to outsiders without prior written consent from Paragon will be deemed as adequate cause for dismissal of the Employee.

Employees agree not to use the Confidential Information, except for the purposes of performing employment duties with Paragon.

Employees agree that the Confidential Information shall be kept confidential both during and after termination of the their employment, and the employees agree that they will not divulge or authorize anyone else to divulge, either directly or indirectly, both during and after the termination of the their employment, knowledge or information relating to the Confidential Information unless required to do so by law.

Employees will take all necessary precautions against an unauthorized disclosure of the Confidential Information to any other party. Except as specifically provided for herein, employees will not, without limitation, directly or indirectly, disclose, allow access to, transmit or transfer Confidential Information to any person without Paragon’s consent, or use or reproduce such Confidential Information, in any manner, except as reasonably required to fulfill the purpose and objectives of their employment.

Employees further acknowledges that, in the course of their employment with Paragon, any disclosure of Confidential Information will result in irreparable injury to Paragon which could not be adequately compensated by money damages if employees should enter into the employment or self-employment of a rival or competitive concern.

Employees also agree that nothing in this Agreement, or otherwise, will allow the employee to acquire any right, title or interest in or to any of the Confidential Information.

## **2. Company Property**

Employees agree that upon termination of their employment for whatever cause or reason, they will deliver to Paragon (and will not keep in the employee's possession or deliver to anyone else) any and all devices, records, electronic files, data, customer and prospective customer information, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, and any other documents or property belonging to Paragon, and all copies and reproductions thereof, which have come into the employee's possession during the course of their employment with Paragon.

Employees acknowledges that in the course of their employment with Paragon, that the employee may conceive or make, invent or improve, or develop work to which the Copyright Act applies, or develop a process, machine or industrial design ("Work") that may directly or indirectly pertain to or be connected with their employment or the business of Paragon. The Employee acknowledges that any such Work will become the sole and exclusive property of Paragon, and the employee will, execute any and all applications, assignments and other instruments which Paragon deems necessary relating to any letters patent, trademark, copyright, or industrial design for Canada or any other country for any Work, to convey the title to the Work, and protect the proprietary rights of Paragon. The employee's obligation to execute the documents referred to continue beyond the termination of employment regardless of the cause or reason for which the Employee's employment is terminated.

The employee specifically waives all moral rights that they may acquire in any work for all purposes and for the full term of the moral rights in favor of Paragon and its successors and assigns.

## **3. Injunctive Relief**

Employees acknowledge and agree that breaking the terms and conditions of this Agreement may cause irreparable harm to Paragon which may not be compensable by monetary damages and agree that, without prejudice to any remedies which may be available to Paragon at law or in equity, injunctive relief may be the only effective relief for a breach of the covenants of the employee. Employee agrees that Paragon will be entitled to injunctive relief, including an interim injunction, in any court of competent jurisdiction, to enforce any of the covenants of the Employee upon the breach or threatened breach of them, together with reimbursement for all legal fees and other expenses incurred in connection such enforcement on a solicitor and his own client, full indemnity basis.

I understand and agree with the forgoing terms and conditions related to my employment with and agree to the importance of remaining informed of Paragon's standard practices regarding confidential information as set out in this Confidentiality Policy.

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Employee's Name:

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Witness: