



Appendix H
CONFIDENTIALITY AGREEMENT

This is a Confidentiality Agreement (“Agreement”) dated as of _____, 20__ (the “Effective Date”) by and between _____ (“Party”), with offices at _____ and CGI Technologies and Solutions Inc. (“CGI”) with offices at 11325 Random Hills Road, Fairfax, VA 22030.

1. This Agreement covers Confidential Information disclosed for the sole purpose of Party _____ (“Purpose”).
2. “Confidential Information” means information which is of a confidential or trade secret nature that is furnished or disclosed, directly or indirectly, to Party. Confidential Information includes, without limitation, information pertaining to CGI’s business plans, methodologies, financial information, personnel information, Client data and information, Client’s vendor lists, proprietary software and associated documentation.
3. Party agrees to limit disclosure of Confidential Information to those of Party’s employees who have a need to know the Confidential Information solely and exclusively for the Purpose. Party further agrees: (i) to hold Confidential Information in strict confidence; (ii) not to disclose any such Confidential Information to any third party; and (iii) to notify CGI promptly of any unauthorized use or disclosure of Confidential Information and cooperate with and assist CGI in every reasonable way to stop or minimize such unauthorized use or disclosure.
4. Confidential Information will remain the property of CGI, or its Client, and Party will not be deemed by virtue of this Agreement or any access to Confidential Information to have acquired any right or interest in or to any such Confidential Information.
5. “Confidential Information” will be deemed to exclude any particular information that: (i) is already known to Party without restrictions at the time of its disclosure; (ii) after its disclosure to Party, is made known to Party without restrictions by a third party having the right to do so; or (iii) is or becomes publicly known without violation of this Agreement. If Party receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of Confidential Information, Party will promptly notify CGI.
6. At the conclusion of the Purpose, Party will return or destroy the Confidential Information except as required by law. Party will not retain any copies (complete or partial) of Confidential Information. Party’s obligations under this Agreement will survive the conclusion of the Purpose.
7. Each party agrees that if a court of competent jurisdiction determines that Party has breached, or attempted or threatened to breach, any of its confidentiality obligations to CGI or CGI’s proprietary rights, CGI will be entitled to obtain appropriate injunctive relief and other measures restraining further, attempted or threatened breaches of such obligations.
8. THE CONFIDENTIAL INFORMATION IS PROVIDED SOLELY ON AN “AS-IS” BASIS. The Confidential Information is not warranted to be complete or error-free. CGI will not be liable for any damages arising out of Party’s use of the Confidential Information.
9. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more of its provisions will not affect the enforceability of any other provision. If any provision is unenforceable, the parties will substitute an enforceable provision that preserves the original intentions and economic positions of the parties to the maximum extent legally possible. This Agreement is the entire agreement between the parties relating to its subject matter. Any claim, controversy or dispute arising under or related to this Agreement will be governed by the laws of



the Texas, without regard to any provision of Texas law that would require or permit the application of the substantive law of any other jurisdiction. Neither party may assign or otherwise transfer this Agreement or any of the rights that it grants, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any purported assignment in violation of the preceding sentence will be void and of no effect. This Agreement will be binding upon the parties' respective successors and permitted assigns. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party.

10. Both CGI and Party agree to comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to this Agreement is exported or re-exported directly or indirectly in violation of law.

Each party has caused its authorized representative to execute this Agreement as of the Effective Date.

CGI Technologies and Solutions Inc. (CGI)

_____ (Party)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____