

CONFIDENTIALITY AGREEMENT

WHEREAS the undersigned has expressed an interest in serving on one or more Telefilm Canada (“Telefilm”) advisory committees;

WHEREAS as part of the selection process for advisory committee members (the “**Selection Process**”), certain confidential information relating to the operations and business of Telefilm and its clients could be conveyed to the undersigned, including in particular the list of funding applications submitted to Telefilm as well as the applicant companies (the “**List**”).

The undersigned acknowledges and agrees as follows:

1. The preamble is an integral part of these terms.
2. Any information, verbal, written, printed, graphic, computerized or in any form or on any support whatsoever, be it in draft or final form, which is supplied to them, or to which they have access in the context of the Selection Process, whether or not it is identified as confidential, constitutes confidential information (“**Confidential Information**”) and remains the exclusive property of Telefilm or of its clients, as the case may be. Confidential Information includes, but is not limited to, the List.
3. They undertake to ensure that no Confidential Information communicated to them or to which they may have access is disclosed to any person, business or corporation whatsoever without Telefilm’s prior written authorization.
4. They undertake to hold Confidential Information in strict confidence using at least the same degree of diligence as if it were their own Confidential Information, and in compliance with the attached “Protective Measures for Personal Devices.”
5. They undertake to restrict their use of the Confidential Information to that which is strictly necessary for the purposes of the Selection Process.
6. They agree not to use such Confidential Information for their own benefit or allow anyone else to use such Confidential Information at any time during and after the completion of the Selection Process.
7. They agree not to allow the reproduction, in any form, of the Confidential Information, in part or in whole, without first obtaining Telefilm’s written authorization, and must take all appropriate measures to ensure that the Confidential Information remains confidential.
8. They undertake to notify Telefilm in writing as soon as possible following the discovery of an unauthorized use or disclosure of Confidential Information or of any violation of this Confidentiality Agreement. In such a situation, they undertake to cooperate with Telefilm in order to recover control and possession of the Confidential Information and to prevent any unauthorized use or disclosure in the future.
9. They also acknowledge that the disclosure of Confidential Information can cause considerable harm and irreparable damage to Telefilm, and that monetary damages may not be a sufficient remedy for such a breach. Telefilm is therefore entitled, in addition to any other available remedy, to obtain injunctive relief or other just and equitable redress under the circumstances, without proof of actual damages.
10. At the end of the Selection Process, they undertake to immediately hand over to Telefilm the Confidential Information and any material, report or document relating thereto, on any medium whatsoever, that they may have in their possession and/or, at Telefilm’s request, to destroy the Confidential Information that has been communicated to them.

I, the undersigned, certify that I have read and understood all the terms and conditions of this agreement and agree to abide by them.								
Date	Name	Signature						
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SCHEDULE A
PROTECTIVE MEASURES FOR PERSONAL DEVICES

The signatory to the Confidentiality Agreement shall hold the Confidential Information in strict confidence with at least the same degree of diligence as if it were its own Confidential Information. To this end, without limiting the generality of the foregoing, the signatory agrees to apply the following protective measures:

1. Limit the use of their work computer or user account to themselves only. This means, among other things, that they may not allow access to their computer/user account to family members or others.
2. Not to share passwords provided by Telefilm for access and/or use of Confidential Information, if applicable.
3. Not to circumvent or attempt to circumvent any document encryption method used by Telefilm.
4. Respect any guidelines provided by Telefilm with respect to the safeguarding and destruction of Confidential Information.
5. Implement full hard-drive encryption in the event of loss or theft of their computer.
6. Use anti-malware software that provides real-time protection and perform a weekly (at a minimum) full scan of the hard drive.
7. Use a password-protected screensaver that activates after a certain period of inactivity.
8. Ensure that patch updates are installed regularly on their operating system and applications.
9. Protect their home wireless router with strong passphrases, WPA 2 encryption (not unsecure WEP encryption), and MAC addressing, whenever possible.
10. When staying in a hotel, protect their device by locking it in their room safe or front-desk safe.
11. Never leave their computer unattended. However, if under exceptional circumstances the computer is left unattended, put a lock on the case containing the laptop to protect it from theft.
12. Never use a non-Telefilm-approved or unencrypted USB key or portable hard drive to store Confidential information.
13. In addition to their username and password, use strong identification and authentication methods such as two-factor authentication or Public Key Infrastructure (PKI) authentication.
14. Shred all printed materials in an approved shredder or deposit them in a secure shredding bin at their place of employment.
15. Never leave unattended Confidential Information that can be viewed or copied.
16. Disable Wi-Fi and Bluetooth networking services when not in use and when traveling on public transportation.
17. Immediately report to Telefilm any suspected, potential or actual security issue and offer their full cooperation in resolving the issue, if applicable.