

CONFIDENTIALITY AND INDEMNITY ACKNOWLEDGEMENT

As part of the contract (the "Contract") between Waterloo Manufacturing Company Limited ("WMC") and _____ (the "Company"), the Company acknowledges and agrees that WMC, in complying with its duties under the *Personal Information Protection and Electronic Documents Act* or any substitute or successor federal or provincial legislation (the "Act") requires that the following additional document be executed and the provisions contained in it be performed by the Company. Where "the Company" is referred to, it will include any shareholders, officers, directors, employees or agents thereof. The Company acknowledges the reasonableness of WMC's request that it execute this document and acknowledges and agrees as follows:

1. The Company shall have access to personal information (as defined in the Act) of the clients, customers or employees of WMC ("Personal Information") in the course of fulfilling its duties under the Contract. The Company agrees to provide WMC with a copy of its privacy policy and to abide and comply with all of the provisions of the Act applicable to it as though the Personal Information was that of the Company's own customers, employees or clientele.
2. If, upon review of the Company's privacy policy, WMC reasonably deems that policy to be insufficient to properly protect the Personal Information, the Company will adopt and abide by WMC's policy as it exists at any point during the term of the Contract.
3. In particular, without limiting the generality of the foregoing, the Company agrees that:
 - a. It will not collect, use or disclose Personal Information for any purpose other than those required to perform the services under the Contract;
 - b. It will only disclose Personal Information to its employees or others in the Company on an objectively demonstrable need-to-know basis;
 - c. It will not disclose any Personal Information to any third party for any reason without the prior written consent of WMC, which consent can be withdrawn at any time;
 - d. It will take security measures acceptable under the Act to segregate and keep separate and secure any Personal Information which it collects; and
 - e. It will return any Personal Information collected upon completion of the services under the Contract or within thirty (30) days of the last authorized use of the Personal Information and it will not retain any companies thereof.
4. The Company will indemnify and hold harmless WMC for any actions, demands, claims, losses, costs or expenses (each a "Claim", together "Claims") arising from:
 - a. A breach by the Company of this agreement; or
 - b. A breach by the Company of any provision or requirements of the Act

And in relation to any Claim, the Company will promptly take such corrective action or pay such penalty as is ordered by any Privacy Commissioner, tribunal, court of competent jurisdiction or other authorized governmental body in this regard and, if it fails to do so, WMC will have the authority to take remedial measures as necessary and to recover all costs associated with taking such measures from the Company, as well as being entitled to any other remedies available to WMC at law or in equity.

Executed this _____ day of _____, 20__.
(Insert Name of Company)

Per _____
I have authority to bind the corporation