

CONFIDENTIALITY AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of R. Paul Jacobson, QC (the “Inventor”), *The Fiscal Planning Corporation*, Jacobson Law Office, and any agents retained by Jacobson Law Office, (jointly and severally referred to as the “Advisors”) agreeing to provide you with information on the Life Insurance Protector™, a Product and Process for Protecting Corporate Owned Life Insurance (the “Confidential Information”) you acknowledge and agree as follows:

1. The Inventor is the sole and exclusive owner of the Confidential Information, along with all research conducted by the Inventor in producing the Confidential Information, and you shall not request, and the Inventor or the Advisors shall be under no obligation to provide, such research to you.
2. The Inventor has a patent pending, along with a copyright for an unpublished paper, both with respect to the Confidential Information so as to protect the Confidential Information from unauthorized use.
3. The Confidential Information and all advice (whether verbal or written) supplemental thereto is confidential information of the Inventor and the Advisors and will be disclosed to you in strict confidence.
4. You shall not at any time, directly or indirectly, copy or duplicate or cause or permit the copying or duplication, nor publish, disclose or in any manner reveal, or permit or cause the publication, disclosure or revelation in any manner whatsoever of the Confidential Information, to any person (as that term, “person”, is defined under the *Insurance Act* of Alberta), other than the Inventor and the Advisors.
5. You shall not, directly or indirectly, allow or participate in allowing any person other than the Inventor and the Advisors to utilize the Confidential Information in any manner whatsoever and shall not directly or indirectly, sell or assign or make available to any person any of the Confidential Information or any information which will enable such person to duplicate the Confidential Information.
6. You hereby indemnify the Inventor and the Advisors and hold them harmless from and against any liability, responsibility, loss, claims, demands, damages, costs or expenses of any kinds whatsoever, including legal fees on a solicitor and own client basis, arising directly or indirectly out of or in connection with a breach by you of this Agreement.
7. Due to the unique nature of the Confidential Information, the Inventor and the Advisors will suffer irreparable harm in the event that you breaches this Agreement and monetary damages will be inadequate to compensate the Inventor and the Advisors and the Inventor and the Advisors will, in addition to any other remedies available to it at law or in equity, be entitled, and you hereby consent to injunctive relief to enforce the terms of this Agreement.
8. Every provision of this Agreement is intended to be severable and if any term or provision hereof is found to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not effect any other provision hereof and this Agreement shall be construed as if the illegal, invalid or unenforceable provision had never been a part of this Agreement.
9. This Agreement is made and entered into under the laws of Alberta and shall be governed and construed in accordance with such laws.
10. This Agreement shall enure to the benefit of and may be enforced by the Inventor and the Advisors and their employees, legal representatives, successors and assigns.
11. YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AGREE TO BE STRICTLY BOUND BY ITS TERMS AND HAVE CONSENTED TO THIS AGREEMENT AS A CONDITION OF PROVIDING THE CONFIDENTIAL INFORMATION TO YOU.