

chronos

INVOICE

Saqotu Inc.
1466 Claymor Avenue
Ottawa, Ontario K2C 1S6

Phone: (613) 261-3520
Fax: (613) 274-0785

E-mail: deirdre_cfa@icloud.com

Date: Friday, January 25 2019
Invoice #: 001

Hours Worked	28.50
Hourly Rate	\$36.00
Total Billed	\$1,026.00
HST	not required at this time
Total Invoice	\$1,026.00

Please make cheques payable to Saqotu Inc.

Consultant: Deirdre Moore, CFA, BBA

Invoice Details

This Exhibit 'C' referred to in the
Affidavit of Deirdre Moore,
sworn before me at the City of Ottawa, this
5th day of February, 2019...
[Signature]
A Commissioner for taking affidavits

Date	Time In	Time Out	Hours Worked	Contract Hours to Date	Hours Invoiced	Contract Hours Remaining	Activities
						75.00	
14-Jan-19	9:00	13:45	4.75	4.75		70.25	Computer set-up, project planning with Monique
15-Jan-19			-	4.75		70.25	
16-Jan-19	10:00	17:30	7.50	12.25		62.75	Reviewed existing table design, prepared report straw dog
17-Jan-19			-	12.25		62.75	
18-Jan-19	9:15	14:00	4.75	17.00		58.00	Began Table Optimization, Prepared Sample File for Review
19-Jan-19				17.00		58.00	
20-Jan-19				17.00		58.00	
21-Jan-19			-	17.00		58.00	OFF
22-Jan-19	12:00	14:30	2.50	19.50		55.50	Incorporated changes requested by Monique and prepared table viewing pages for discussion purposes
23-Jan-19	10:00	14:00	4.00	23.50		51.50	Met with Monique, discussed the problem with creating forms before table structure complete/reports considered
24-Jan-19			-	23.50		51.50	OFF
25-Jan-19	9:30	14:30	5.00	28.50	28.50	46.50	Admin (i.e. Status Update: Brief Needs Analysis, Questions and Go Forward Proposal; Timesheet as requested

Tab C p 1/15

THE AIM GROUP

JC

Timesheet

Please fax completed and signed timesheet to 613-230-7183 or email to timesheetsottawa@theaimgroup.ca
no later than 12 noon of the Monday following the week worked.

Week end date
(must be a Sunday)

27-Jan-2019
mm-dd-yyyy

JM Company
Employee Name

Sagatu Inc.

JM Last name: first name *JM*

Company/Department

JC / Criminal Law Policy Section

Employee phone #

613-261-3520

Address

284 Wellington Street, Ottawa, ON K1A 0H8

Client Name

Macaranas, Monique

Last name, First name

Client email

monique.macaranas@justice.gc.ca

JC / Criminal Law Policy Section

Activities/Tasks	MON/LUN	TUES/MAR	WED/MER	THU/JEU	FRI/VEN	SAT/SAM	SUN/DIM	TOTAL	
	21-Jan-19	22-Jan-19	23-Jan-19	24-Jan-19	25-Jan-19	26-Jan-19	27-Jan-19	Hrs	Days
Please see attached	0.00	2.50	4.00	0.00	5.00			11.50	1.53
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
WEEK ENDING FIN DE SEMAINE	27-Jan-2019					TOTALS TOTAUX		11.50	1.53

My Cheque Mon Cheque	
Mailed	X
Mettre a la poste	
Held in office	
Garder au bureau	
Direct deposit	
Depot direct	

Company/
Department

JC / Criminal Law
Policy Section

Address

284 Wellington Street,
Ottawa, ON K1A 0H8

Client Name

JC / Criminal Law
Policy Section

Client Email

monique.macaranas@
justice.gc.ca

JM Company
Employee Name

Sagatu Inc.

JM Company
Employee Phone #

613-261-3520

Client
Signature

[Signature]

Employee
Signature

[Signature]
Deirdre Moore
President, Sagatu Inc.

Tab C p2/15

THE AIM GROUP

JC

Timesheet

Please fax completed and signed timesheet to 613-230-7183 or email to timesheetsoftawa@theaimgroup.ca
no later than 12 noon of the Monday following the week worked.

Week end date (must be a Sunday) mm-dd-yyyy

Company *pm* Employee Name *pm* Last name, First name *pm*

Company/Department Employee phone #

Address

Client Name Last name, First name Client email

JC / Criminal Law Policy Section

Activities/Tasks	MON/LUN	TUES/MAR	WED/MER	THU/JEU	FRI/VEN	SAT/SAM	SUN/DIM	TOTAL	
	14-Jan-19	15-Jan-19	16-Jan-19	17-Jan-19	18-Jan-19	19-Jan-19	20-Jan-19	Hrs	Days
Please see attached	4.75	0.00	7.50	0.00	4.75			17.00	2.27
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
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								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
WEEK ENDING FIN DE SEMAINE	20-Jan-2019					TOTALS TOTAUX		17.00	2.27

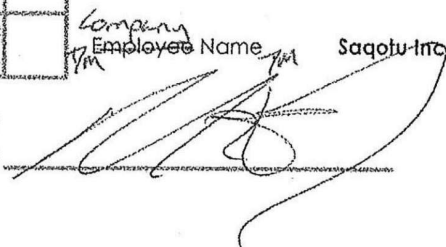
My Cheque Mon Cheque	
Mailed	<input checked="" type="checkbox"/>
Mettre a la poste	
Held in office	
Garder au bureau	
Direct deposit	
Depot direct	

Company/ Department Address

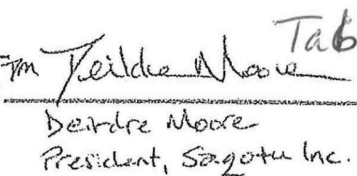
Client Name Client Email

Company *pm* Employee Name Employee Phone #

Client
Signature

pm 

pm Employee
Signature

pm 
Deirdre Moore
President, Sagotu Inc.

Tab C p 3/15

deirdre.faff@gmail.com

From: deirdre.faff@gmail.com
Sent: February 3, 2019 1:41 PM
To: 'Contracts (AIM Group)'
Cc: Monique.Macaranas@justice.gc.ca; 'Katya Saccomani'; deirdre_cfa@icloud.com
Subject: Project Termination Notice >> RE: Incorporated Contract Enclosed
Attachments: Re: Database Update (5.10 KB); 20190125 Saqotu Invoice w. support docs.pdf; AIM contract with deficiencies highlighted.pdf

Good afternoon Katya and Monique,

My apologies for not responding to your previous e-mails: I had to take a couple of days to reflect upon the requirements of this contract.

I cannot with a clear conscience create a database which contains information upon which a Minister might rely; especially, information that involves "Constitutional vulnerability".

I will not be returning to work on this project, therefore, unless a discussion that includes, but is not limited to, the issues identified on January 25, 2019 (please see attached '20190125 Saqotu Invoice w. support docs.pdf' pages 2 and 3) are addressed.

Page one contains my invoice. I did not bill for the time worked on Monday or Wednesday last week and I trust that this will be satisfactory to the both of you.

Should you wish to re-visit this project, I would be willing to discuss this possibility; however, I would not be in a position to sign the AIM contract that was provided to me due to a number of deficiencies; including, but not limited to, the fact that I was hired as an "Excel Consultant" to complete a database that I was told was "almost finished"—yet:

- a. Schedule A of the Contract states that my job description is: Junior Data Modeller/IM Modeller - Responsible for the development of the new database structure in Microsoft Excel
- b. One of the tables in so-called database was an MS Word document: tables should not be in MS Word documents.
- c. The database "structure" in no way resembles a basic database structure.

Please feel free to contact me at 613-261-3520 with any questions or concerns.

Deirdre Moore, CFA, BBA

From: Contracts (AIM Group) <contracts@theaimgroup.ca>
Sent: January 31, 2019 9:45 AM
To: deirdre.faff@gmail.com
Cc: Katya Saccomani <ksaccomani@theaimgroup.com>
Subject: FW: Incorporated Contract Enclosed
Importance: High

Hi Deirdre,

Tab C p4/15

I have not yet received your signed contract back, could you please review and sign the attached contract and get it back to me as soon as possible.

Sincerely,

Alana Philip

Alternate Company Security Officer and Contracts Officer

THE AIM GROUP INC.

126-130 Albert Street

Ottawa, Ontario, Canada

K1P 5G4

T: 613.230.6991

F: 613.230.7183

www.theaimgroup.ca

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NOTE: This e-mail transmission, including any attachments, is intended only for the named recipient(s) and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you have received this transmission in error, or are not the named recipient(s), please notify The AIM Group immediately by return e-mail and permanently delete this transmission, including any attachments.

From: Contracts (AIM Group)

Sent: Tuesday, January 29, 2019 12:42 PM

To: deirdre.faff@gmail.com

Cc: Katya Saccomani <ksaccomani@theaimgroup.com>

Subject: FW: Incorporated Contract Enclosed

Importance: High

Hi Deirdre,

Please see the below email.

Sincerely,

Alana Philip

Alternate Company Security Officer and Contracts Officer

THE AIM GROUP INC.

126-130 Albert Street

Ottawa, Ontario, Canada

K1P 5G4

T: 613.230.6991

F: 613.230.7183

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From: Contracts (AIM Group)
Sent: Monday, January 28, 2019 11:05 AM
To: 'deirdre.faff@gmail.com' <deirdre.faff@gmail.com>
Cc: Katya Saccomani <ksaccomani@theaimgroup.com>
Subject: Incorporated Contract Enclosed
Importance: High

Good morning,

I have been asked to provide you with a copy of your contract with The Department of Justice Canada.

Kindly, sign the attached document and send it back to me via a scanned copy at your earliest convenience.

If you have any questions please do not hesitate to contact myself or Katya Saccomani.

Sincerely,

Alana Philip

Alternate Company Security Officer and Contracts Officer

THE AIM GROUP INC.

126-130 Albert Street

Ottawa, Ontario, Canada

K1P 5G4

T: 613.230.6991

F: 613.230.7183

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Tab c p 6/15

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SUBCONTRACTING AGREEMENT BETWEEN:

The AIM Group Inc.
(Hereinafter "AIM")

- and -

SAQOTU Inc.
(Hereinafter "the Contractor")

WHEREAS AIM has requested that the Contractor provide, and the Contractor has agreed to provide, certain services to a Client of AIM, namely Department of Justice Canada (hereinafter referred to as "the Client");

THEREFORE, the parties to this Agreement agree as follows:

1. **SERVICES:** The Contractor will provide the services described in **Schedule A** to this Agreement ("the Services"), in accordance with the terms contained in that Schedules.
2. **ABILITY TO PERFORM:** The Contractor warrants that:
 - (a) it is professionally qualified and has the ability to provide the Service;
 - (b) the Services will be performed conscientiously, without delay and in accordance with the highest professional standards;
 - (c) the personnel used by the Contractor to perform the Services ("the personnel") possess the knowledge, experience and qualifications necessary for proper performance of the Services; and
 - (d) there are no legal restrictions (including legal duties owing to past employers, clients or staffing agencies) which might restrict performance of the Services, or which might restrict any of the Contractor's personnel from performing the Services.
3. **MANNER OF PERFORMANCE OF THE SERVICES:** The Contractor shall perform the Services without the need for daily supervision, direction or control by AIM or the Client. The Contractor, in conjunction with the Client, shall set the work schedule necessary for the execution of the Services, shall provide all equipment necessary for such execution and shall maintain an office for the work of its personnel, in addition to any office which the Client places at his/her disposal while physically present on the Client's premises. In performing the Services, the Contractor and its personnel shall abide by the Code of Conduct set forth in **Schedule B** to this Agreement, and by all rules, policies and regulations of the Client.

Tab c p 7/15

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4. **SCHEDULE FOR PERFORMANCE OF SERVICES:** The Services shall be performed on days, and during mutually convenient hours, as determined between the Contractor and the Client.
5. **NON-EXCLUSIVITY OF SERVICES:** The Contractor's performance of the Services are non-exclusive. It is agreed that during the term of this Agreement, the Contractor shall be free to perform services for other parties, provided only that it respects its obligations under the Agreement.
6. **TERM:** The Contractor shall perform the Services in accordance with the terms set forth in **Schedule A**.
7. **PAYMENT:** At the end of every month, the Contractor shall submit to AIM an invoice for the Services, along with a timesheet duly signed by both the Client and the Contractor. AIM will pay that invoice within thirty (30) days of its receipt.
8. **HARMONIZED SALES TAX:** The Contractor shall register for the Harmonized Sales Tax (the "HST") and obtain a HST registration number. The Contractor shall promptly provide AIM with this HST number and include it on each invoice submitted to AIM.
9. **EXPENSES:** Except for expenses specifically approved in advance and in writing by AIM, the Contractor shall assume all expenses incurred by the Contractor arising from performance of the Services. If the Contractor is required to travel to perform the Services, the Contractor will provide AIM with a travel expense claim which has been approved by the Client, outlining all travel expenses, including original receipts for all expenses incurred. AIM will reimburse the Contractor within seven days of receiving this documentation.
10. **INSURANCE:** The Contractor shall not be covered under any of AIM's insurance policies and shall maintain its own liability and other insurance, sufficient to cover any potential claim against itself and its personnel, arising from their actions or omissions while performing the Services. AIM is not responsible for the Contractor's failure to properly insure itself and its personnel. The Contractor shall indemnify AIM in the event of any finding (s) to the contrary.
11. **HEALTH AND SAFETY:** The Contractor shall ensure that its personnel adhere to the safety policies of the Client, that they perform the Services in a safe manner, utilizing the safety procedures and equipment required of them, and that they report any injuries or

Tab C p 8/15
2 | Page

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unsafe working conditions to the Client and a representative of AIM in a timely way.

12. **EQUIPMENT:** The Contractor is solely responsible for any equipment which it, or the Client, provides to its personnel and shall return in good working condition all such equipment to the Client when asked to do so or at the completion of the Contract, whichever happens first.
13. **STATUS OF PARTIES:** The Contractor is engaged as an independent contractor, for the purpose of accomplishing a specific task or series of tasks and is not an agent or employee of AIM.
14. **PERSONNEL:** Within 48 hours of the execution of this Agreement, the Contractor shall provide AIM with a list of names of its personnel who shall perform the Services, and who from time to time shall potentially replace persons who are performing Services under the Agreement. AIM must provide prior written approval of all such persons. All such persons shall be directed, controlled, and supervised by the Contractor, and not by AIM. Such persons will not be agents or employees of AIM and shall be paid by the Contractor and not by AIM, according to terms and conditions set out by the contractor and not by AIM.
15. **REPLACEMENT OF PERSONNEL:** If, for any reason, either AIM or the Client is not satisfied with any personnel provided by the Contractor, AIM shall have the right to require that personnel to immediately cease providing the Services.
16. **REMUNERATION OF PERSONNEL:** The Contractor is exclusively responsible for the hiring, wages, benefits, insurance, statutory remittances, taxes and vacation pay of its personnel who perform the Services. If there is a finding by any court or administrative body that any of the Contractor's personnel are employees of AIM, then the Contractor shall promptly indemnify AIM for any sums of money which AIM may be required to pay or remit to that personnel or to any agency, plan, fund or other entity, including any penalties which AIM may be ordered to pay, along with any legal fees which AIM reasonably incurs in obtaining legal advice regarding the issues raised by that finding, and legal representation before that court or administrative body.
17. **ACTIONS AND OMISSIONS OF PERSONNEL:** The Contractor shall be fully liable to AIM for all actions and omissions (whether negligent or not) of its personnel, in the course of their performance of the Services, and will indemnify AIM for any claims, from the Client or third parties, arising from such actions and omissions. The Contractor shall

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fully indemnify AIM for any such claims, and for any legal fees which AIM reasonably incurs in obtaining legal advice and legal representation as a result of such claims.

18. **ASSIGNMENT:** This Agreement may not be assigned, sub-contracted or transferred in any manner by the Contractor without the prior written consent of AIM.
19. **TERMINATION BY THE CONTRACTOR:** Should the Contractor wish to terminate this Agreement early, it agrees to provide AIM with two weeks written notice or to provide payment to AIM of compensation for any damages caused to AIM as a result of the Contractor's failure to give AIM such notice of its termination of the Agreement, including but not limited to the cost of locating and retaining another Contractor, and all associated training and recruiting costs. The Contractor authorizes AIM to deduct the amount of such liquidated damages from any amounts still owing to the Contractor pursuant to this Agreement.
20. **TERMINATION BY AIM:** AIM may terminate this Agreement at any time upon written notice to the Contractor specifying the date that performance of the Services is to cease. On the receipt of that written notice of termination, the Contractor and its personnel shall immediately discontinue performance of the Services as of the date specified in the written notice of termination. Upon termination of this Agreement, AIM will be liable to the Contractor only for payment of the Services performed, and expenses incurred, up to the date specified in the written notice of termination. The Contractor, will have no other claim against AIM, whether for damages, specific performance, pay in lieu of notice or any other right of action on account of the termination of this Agreement.
21. **POST-TERMINATION OBLIGATIONS:** Upon termination of this Agreement, the Contractor shall forthwith remit to AIM, or, if directed to do so by AIM, to the Client, all property belonging to the Client or to AIM, including but not limited to any equipment, documents, records, reports, (electronic and paper copies), works in progress, research, software, data, application programs and all other information or documentation generated as a result of performance of the Services.
22. **CONFIDENTIALITY:** AIM or the Client may periodically disclose to the Contractor, and its personnel, confidential information relating to their business affairs, which the Client must keep confidential. The Contractor and its personnel shall abide by the Duties of Confidentiality set forth in **Schedule B** to this Agreement.
23. **NON-SOLICITATION OF AIM EMPLOYEES AND CONTRACTORS:** During the term of

Tab C p 10/15
4 | Page

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the Agreement, and for a period of six (6) months thereafter, the Contractor shall not, directly or indirectly, either solicit, or assist others in soliciting, any AIM employee, contractor or agent to stop working for AIM or to start working for any other entity.

24. **NON-SOLICITATION OF AIM CLIENTS:** During the term of the Agreement, and for a period of six (6) months thereafter, the Contractor shall not, directly or indirectly, solicit, or assist others in soliciting, work from the Client.
25. **NON-SOLICITATION OF OTHER AGENCIES:** During the term of this Agreement, the Contractor and its personnel shall refrain from soliciting any other staffing agencies or other entities to retain them to perform the Services for the Client. During the term of this Agreement, the Contractor and its personnel shall also refrain from accepting contracts from other staffing agencies or other entities to perform the Services for the Client.
26. **NON-COMPETITION AGAINST AIM:** Unless authorized to do so, in writing by AIM, the Contractor shall not for a period of six (6) months following termination of this Agreement, either directly or indirectly:
- (a) perform any services for the Client; or
 - (b) enter into, or bid for, any work with the Client; or
 - (c) permit its name to be used by any other staffing agency, or other entity, on any bid or proposal for work for the Client; or
 - (d) permit any of its personnel to do any of the above.
27. **NON-DISPARAGEMENT:** During the term of this Agreement, and thereafter, the Contractor and its personnel shall refrain from making any disparaging statements about AIM, or about any of its officers or employees to the Client or to any employees of the Client and shall also refrain from publicly criticizing AIM or any of its officers or employees.
28. **DIVERSION OF BUSINESS OPPORTUNITIES:** During the term of this Agreement, and thereafter, the Contractor and its personnel shall refrain from taking steps to divert any business opportunities from the Agency and shall encourage the Client and its employees to continue to use AIM for the provision of services. Upon termination or expiry of the Agreement, the Contractor shall do whatever else AIM may direct to assist in the orderly transfer of the Contractor's work to other contractors.
29. **OBLIGATIONS BINDING ON EMPLOYEES AND AGENTS:** The Contractor shall ensure that its personnel abide by the same obligations as the Contractor is required to abide by in this Agreement, and to this end, shall enter into contracts with each of them,

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binding them to abide by those obligations. The Contractor shall indemnify AIM for any damages which it may suffer as a result of any actions or omissions by any of the Contractor's employees or agents which contravene those obligations.

30. **GOVERNING LAW:** This Agreement shall be governed by the laws of the Province of Ontario, and this regardless of the place where the Services are performed.
31. **AMENDMENTS TO AGREEMENT:** Amendments to this Agreement shall be valid only if in writing and signed by both AIM and the Contractor.
32. **INFORMED CONSENT:** The Contractor acknowledges having read, and fully understood the provisions of this Agreement and acknowledges having had the opportunity to obtain independent legal advice on those provisions. The Contractor agrees that the provisions of this Agreement are fair and reasonable.
33. **ENTIRE AGREEMENT:** The Contractor acknowledges that there are no other legally binding representations or agreements between the parties except as stated in this Agreement and its Schedules, and that any other such representations or agreements, should they exist, are hereby rendered null and void.

THE PARTIES HEREBY AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT

Print Name (Contractor): _____ on behalf of SAQOTU Inc.

Signature: _____

Date: _____

Print Name: Katya Saccomani on behalf of The AIM Group Inc.

Signature: _____

Title: Account Manager

Date: January 28, 2019

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SCHEDULE "A"

Services to be provided by the Contractor

Description of the services	Junior Data Modeller/IM Modeller - Responsible for the development of the new database structure in Microsoft Excel
Contractor's name:	SAQOTU Inc.
Contractor's address:	1466 Claymor Avenue Ottawa, ON K2C 1S6
Contractor's HST Number:	N/A
Contract Number:	1940385940
Name of Contractor's personnel (who will perform the work):	Deirdre Moore
Name of Client Department/Company:	Department of Justice Canada
Location where Services are to be performed:	284 Wellington Street, EMB Ottawa, ON K1A 0H8
Client contact person and telephone number:	Matthias Villettorte (613) 952-1991
AIM contact person and telephone number	Katya Saccomani (613) 230-6991 Ext. 264
Hourly rate to be invoiced for time spent working for the Client:	\$36.00/Hourly/Incorporated
Start date of Contract:	January 14 th , 2019
Estimated Duration of Contract:	75 billable hours total (28.5 hours previously worked) 46.5 Billable hours remaining
Anticipated end date of Contract:	March 31 st , 2019
Additional Terms (if any)	Timesheets are available on our website: https://www.theaimgroup.ca/candidates/#timesheets

Print Name (Contractor): _____ on behalf of SAQOTU Inc.

Signature: _____ Date: _____

Print Name: (The AIM Group Inc.): Katya Saccomani

Signature: _____ Title: Account Manager Date: January 28, 2019

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SCHEDULE "B"

CODE OF CONDUCT

Rules of Behaviour

The Contractor and its personnel shall conduct themselves in a professional and ethical manner when on work assignment with the Client.

The success of AIM rests largely on the trust which the Client places in it, and AIM is dedicated to maintaining and preserving that trust. Compliance with this Code of Conduct is essential to protecting AIM's goodwill with the Client and is the responsibility of both the Contractor and its personnel.

To ensure orderly operations and to provide the best possible work environment, AIM expects the Contractor and its personnel to follow this Code of Conduct.

Personal Appearance

During business hours, it is important that the Contractor and its personnel dress in an appropriate manner, that conforms with the Client's expectations. The Contractor and its personnel are expected to attend work at the Client's work premises presenting a clean and neat appearance and to dress according to the requirements of the Client.

Attendance and Punctuality

AIM expects the Contractor and its personnel to be reliable and punctual in reporting to work with the Client at the times scheduled by the Contractor and the Client.

E-Mail, Internet and Telephone Use

The Contractor will ensure that its personnel do not use the e-mail, internet and telephone of the Client for their own personal use.

Non-Observance of Code

AIM will terminate the Agreement immediately if the Contractor and its personnel do not abide by this code to the full satisfaction of the Client.

SCHEDULE "C"

DUTIES OF CONFIDENTIALITY

1. In the course of the Agreement, the Contractor and its personnel may acquire or gain access to information relating to the private or confidential affairs of AIM and/or the Client, including but not limited to, secrets and confidential commercial, financial or labour relations information relating to AIM and/or the Client, the order patterns of the Client, the frequency of orders of the Client and the future business requirements of the Client ("Confidential Information"). Confidential Information may include, but is not limited to, financial records, personnel records and information, procedural manuals and any records and information that AIM and/or the Client do not make readily available to the public.
2. Under no circumstances shall the Contractor or its personnel use this Confidential Information for their own purposes, except with the express authorization of AIM.
3. The Contractor and its personnel shall keep all Confidential Information in the strictest confidence and shall not disclose it to any third party or use it for any purpose either during the course of the Agreement (except as may be necessary in the proper discharge of the Contractor's required duties), or after termination of the Agreement (whether such termination is initiated by the Contractor or by AIM).
4. When using Confidential Information in the performance of the Agreement, the Contractor and its personnel shall make every effort to ensure that it is not divulged to any person who is not entitled to know such Confidential Information.