

IT110 - Confidentiality Policy

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| Classification | Confidential |
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Document Control

The electronic version of this document is recognized as the only valid version.

Approval History

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| APPROVER(S) | TITLE/DEPARTMENT | APPROVED DATE |
| Shamira Jaffer | CEO | December 23rd, 2021 |
| Shamira Jaffer | CEO | December 7th, 2020 |
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## Document Sensitivity Level

Confidential

Purpose

This policy is also designed to establish the groundwork, rules and controls regarding how Signifi manages data that is received from its customers.

A Customer is a company that has a signed agreement with Signifi.

Scope

This policy applies to all users which include but not limited to associates, contractors, part-time and temporary workers, trainees, service providers, and those employed by others to perform work at hosted or outsourced sites, or who have been granted access to Signifi information or systems. This policy applies to all Signifi resources owned, leased, or supported by Signifi, or any outside entity that has signed a Vendor Access Agreement with Signifi.

Policy Statement

1. CONFIDENTIALITY
2. All information relating to each Party’s business, including and without limitation to, the terms of this Agreement, any personal  information including, but not limited to, names, addresses, telephone numbers, e-mail addresses of past, present, future, or prospective customers of Customer (“**Personal Information**”) or data, marketing techniques, business strategies, sales information, plans, products, samples, designs, processes, services, concepts, costs, prices, names, finances, marketing, business opportunities, personnel, know-how, inventions, manufacture, technologies, distribution, proposed or pending patent applications, manuals, documentation and computer software, all  marketing and analytical reports and data, shall constitute “**Confidential Information**” for the purpose of this Agreement. Each Party receiving Confidential Information (the “**Receiving Party**”) will hold all Confidential Information of the Party disclosing it (the “**Disclosing Party**”) in the strictest confidence and will protect all Confidential Information of the Disclosing Party with not less than the same degree of care that the Receiving Party exercises with respect to its own proprietary and confidential information, including Personal Information, and will comply with any other reasonable security measures requested in writing by the Disclosing Party. All Confidential Information will remain the sole property of the Disclosing Party.
3. The Receiving Party will not disclose or otherwise disseminate any Confidential Information of the Disclosing Party to any third party, except as otherwise provided in this Agreement, and the Receiving Party will not use any Confidential Information of the Disclosing Party for its own purpose or benefit, except in connection with the performance of this Agreement. The Receiving Party shall disclose the Disclosing Party’s Confidential Information only to those officers, directors, employees and advisors and those of Receiving Party’s affiliates and their respective officers, directors, employees and advisors who need to know such Confidential Information and will not permit them to use or disclose the Confidential Information contrary to the confidentiality provisions set out in this Agreement.
4. The Receiving Party shall be responsible for any unauthorized disclosure or use of the Confidential Information of the Disclosing Party in breach of this Agreement by any of the Receiving Party’s officers, directors, employees and advisors, its affiliates and any of their officers, directors, employees and advisors. The Receiving Party will, however, have no such obligation with respect to Confidential Information that (i) is in the public domain through no act of the Receiving Party, (ii) was in the possession of or independently developed by the Receiving Party without any restriction on use or disclosure prior to its disclosure by the Disclosing Party, or (iii) is received from a third party without any restriction on use or disclosure, and without violation of any obligation to the Disclosing Party. If the Receiving Party is required to disclose any Confidential Information of the Disclosing Party by law, governmental regulation, court order or other legal process, it may do so provided that it provides the Disclosing Party prompt advance notice of the obligation to make the disclosure so that the Disclosing Party may seek an equitable or other comparable relief and that the Receiving Party may take such other reasonable steps, at the expense of the Disclosing Party, to protect the confidentiality of the Confidential Information, as may be requested by the Disclosing Party. The Receiving Party will, and will cause its representatives to, cooperate fully with the Disclosing Party and its representatives in any attempt by the Disclosing Party to obtain any such protective order or other remedy.
5. The Signifi will immediately notify Customer upon learning of any observation, access, collection, use or disclosure of Customer’s Confidential Information contrary to the terms of this Agreement, contrary to the privacy policy of either the Customer or Signifi, contrary to the *Personal Information Protection and Electronic Documents Act* or otherwise not consented to in writing by Signifi. The Partner shall identify: (i) the nature of the unauthorized observation, access, collection, use or disclosure, (ii) the specific Confidential Information observed, accessed, collected, used or disclosed, (iii) if possible, who was involved in the unauthorized observation, access, collection, use or disclosure or received the same, (iv) what the Partner has done or shall do to mitigate any damages or losses to both the Signifi and Customer; (v) what corrective action either party has taken or shall take to prevent future similar unauthorized observation, access, collection, use or disclosure; and (vi) what notice has been provided to either the Partner customers and/or relevant Privacy Commissioner’s Office(s). The Partner shall provide such other information, including a written report, as reasonably requested by Customer.
6. Signifi will immediately notify Customer upon learning of any observation, access, collection, use or disclosure of the Customer Confidential Information contrary to the terms of this Agreement,or otherwise not consented to in writing by the Signifi. Signifi shall identify: (i) the nature of the unauthorized observation, access, collection, use or disclosure, (ii) the specific Confidential Information observed, accessed, collected, used or disclosed, (iii) if possible, who was involved in the unauthorized observation, access, collection, use or disclosure or received the same, (iv) what Signifi has done or shall do to mitigate any damages or losses to both the Customer and Signifi; and (v) what corrective action Signifi has taken or shall take to prevent future similar unauthorized observation, access, collection, use or disclosure. Signifi shall provide such other information, including a written report, as reasonably requested by Customer.
7. Upon any Party’s demand, or upon the termination of this Agreement, the Parties shall comply with each other’s reasonable instructions regarding the disposition of each other’s Confidential Information.
8. The obligations of the Parties under this Section shall survive the termination of this Agreement.

Enforcement

All instances of non-compliance will be reviewed by the department director. The department director, with the assistance of the Human Resources department has the authority to impose disciplinary actions, up to and including termination of employment or contractual agreement.

Update

This policy and all supporting documentation will be reviewed and updated annually or upon material changes to Signifi business rules, technology processes, organizational goals, or information security objectives to ensure its continuing suitability, adequacy, and effectiveness.

Revision History

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| VERSION | DATE | SUMMARY OF CHANGE | CHANGED BY |
| 1.0 | 2019-12-07 | First version | Darace Rose |
| 1.01 | 2019-12-10 | Update names | Razvan Anghelidi |
| 1.02 | 2020-12-03 | Annual review | Razvan Anghelidi |
| 1.03 | 2012-12-12 | Annual review | Hadeel Alzuhairi |