

NDA01

Non-Disclosure Agreement

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| Classification | Confidential |
| Owner | Razvan Anghelidi, Directory of IT |
| Address | 1705 Tech Avenue, Unit 3, Mississauga, ON, L4W 0A2, Canada |

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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 | January 22nd, 2021 |
| Shamira Jaffer | CEO | December 7th, 2020 |
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Document Sensitivity Level

Confidential

NDA Agreement

**THIS CONFIDENTIALITY AGREEMENT** (“**Agreement**”) dated **April 21st, 2020** is made between, **Insert signatory name and address** and Signifi Solutions Inc. (“Signifi”), 1705 Tech Ave Unit 3, Mississauga, ON, L4W 0A2

1. In the course of your employment or other relationship with Signifi, you may receive Confidential Information about Signifi and its business. You acknowledge that Signifi has a legitimate and continuing proprietary interest in the protection of its Confidential Information.
2. For the purposes of this Agreement, “Confidential Information” means all information in any form (whether written, oral, electronic, or other) which is owned, possessed or controlled by Signifi and/or its affiliates, including without limitation:
   1. confidential methods of operation, which include all information relating to Signifi’s research and development, know-how, processes, marketing programs, services and products, methods, service systems, security information and systems, and trade secrets;
   2. information pertaining to any intellectual and industrial property rights of Signifi and/or its affiliates including information relating to all inventions, designs, ideas, works, creations, developments, programs, plans, codes, drawings, sketches, compilations of information, analyses, experiments, data, formula, formulations, specifications, research, know-how, test data, technical data, methods, processes, procedures, techniques, practices, prototypes, products, (including without limitation parts and accessories hereof) samples, equipment, tools, machines and includes any modifications or improvements thereto;
   3. information relating to any source of supply of products, services, raw materials, and terms available from suppliers, and information provided or related to suppliers of products, raw materials or services, and any terms of any contractual arrangements between Signifi and/or its affiliates and the supplier of any products, raw materials or services;
   4. all information regarding Signifi’s customers and clients, including customer/client lists, contracts, prices, invoices, computer printouts, contact information and other similar information;
   5. all information concerning Signifi’s potential customers and clients, including mailing lists, prospects, contact information, and other similar information;
   6. any information about the business of Signifi which is not known to the public or competitors, or any other information which gives Signifi an opportunity to obtain an advantage over competitors who do not know such information;
   7. financial, banking, accounting, taxation, and bookkeeping information, including Signifi’s costs, sales, income, profits, losses, assets, liabilities, and other similar information;
   8. information concerning business opportunities, including all customers, clients, suppliers, business partners, ventures considered by Signifi, whether or not such opportunities are pursued;
   9. personnel information, including the names of employees, contractors, consultants, representatives, and agents, including applicable compensation, benefits granted, performance records, job/work history, as well as administrative, corrective or disciplinary action taken or to be taken against any of them;
   10. computer programs and procedures relating to business of Signifi or its affiliates and other similar information;
   11. all information relating to the research, developments, systems, operations, of Signifi or its business partners or affiliates;
   12. all information received from, or designated as confidential by, any customers, clients, suppliers, business partners or affiliates of Signifi
   13. all information required to be maintained in confidence by Signifi pursuant to an agreement with a customer, client, supplier, business partner, employee, independent contractor, representative, associate, or any entity or person, or arising by operation of law;
   14. vendor names and other vendor information, purchasing and internal cost information, internal services and operational manuals, and the manner and method of conducting the business of Signifi or its affiliates;
   15. marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, negotiations of contracts, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of Signifi that have been or are being discussed;
   16. information contained in Signifi’s manuals, training materials, plans, drawings, designs, specifications, and other documents and records belonging to Signifi, even if such information has not been labelled as confidential; and
   17. any other information that becomes known to you as a result of your employment or relationship with Signifi that you, acting reasonably, believe is confidential information or that Signifi takes measures to protect.
3. Confidential Information, however, does not include information which becomes generally available to the public other than as a result of disclosure by you, or which was available to you on a non-confidential basis prior to its disclosure to you in the course of your employment or relationship with Signifi. Confidential Information will also not include general skills and know how that you acquire over the course of your employment or relationship with Signifi.
4. You acknowledge that any unauthorized use, publication, disclosure or transfer of Confidential Information would be highly detrimental to the legitimate and proprietary interests of Signifi. Accordingly, at all times during your employment or relationship with Signifi and at all times thereafter, you shall hold in the strictest confidence and shall not disclose, use, publish or transfer any Confidential Information generated or acquired by you during the course of your employment or relationship with Signifi, except as such disclosure, use, publication or transfer may be required for the performance of your duties and obligations under this Agreement, or unless Signifi expressly authorizes such disclosure or such disclosure is required by law. You also agree to take all actions necessary to avoid any unauthorized use, disclosure, publication or transfer of Confidential Information while engaging in any social media activity.
5. Your obligations in respect of Signifi’s Confidential Information shall survive the termination of your employment or relationship with Signifi.
6. Upon termination of your employment or relationship with Signifi howsoever caused (whether terminated by you or by Signifi for cause or without cause), or upon a request being made by Signifi, you shall immediately return all Confidential Information in your possession, whether in physical, electronic, or other form.

**IN WITNESS WHEREOF** the parties have entered into this Agreement as of the date first above written.

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| --- | --- | --- |
| Signifi Solutions Inc. | | Insert Full name of Signatory |
| By: | By: | |
|  | **(signature)** | (signature) |
| Name: |  | Name: |
| Title: |  | Title: |
| Date: |  | Date: |

Enforcement

All instances of non-compliance will be reviewed by the signatory’s 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 | 2019-12-17 | First version | Darace Rose |
| 1.01 | 2020-04-21 | New template, minor edits | Razvan Anghelidi |
| 1.02 | 2020-12-02 | Annual review | Razvan Anghelidi |
| 1.03 | 2020-12-02 | Added language to make the relationship between Signifi and signatory more inclusive | Razvan Anghelidi |