

## Shopify Visitor Non-Disclosure Agreement

In connection with your visit to our office, Shopify Inc. ("**Shopify**") has allowed you access to, or may allow you access to, information, technical data, or know-how concerning Shopify, including, but not limited to, research, products, services, customers, markets, business policies or practices, unreleased software, developments, inventions, processes, designs, drawings, engineering, marketing, business plans or finances, and the existence of on-going discussions between us ("**Confidential Information**").

Obligations of non-disclosure will not apply to Confidential Information that you can conclusively establish (i) was in your possession without an obligation of confidentiality at the time of disclosure; (ii) prior to or after the time of disclosure became part of the public domain without any act or omission on your part; (iii) was disclosed to you by a third party under no legal obligation to maintain the confidentiality of such information; or (iv) was independently developed by you without the use of or reliance upon Shopify Confidential Information.

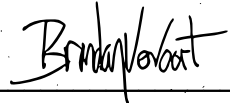
In consideration of any disclosure of Confidential Information and/or any negotiations relating to your visit to our office, you agree as follows:

1. You will not at any time disclose the Confidential Information of Shopify to any person or entity without first obtaining the express consent of Shopify, or use Confidential Information for any purpose, other than for the specific purpose of your visit, unless specifically pre-approved in writing by Shopify.
2. You will maintain the confidential nature of Shopify's Confidential Information by taking reasonable steps to protect the information from unauthorized use, access and disclosure. You may disclose Shopify's Confidential Information only to those people who have a 'need-to-know' for the purposes of your visit, and these people shall be bound by confidentiality terms the same as or greater than those provided in this Agreement.
3. You will not record, make notes of, copy or reproduce the Confidential Information of Shopify by any means without the permission of Shopify and except as necessary to carry out the purpose of your visit. All copies, records, notes or reproductions, in whole or in part, shall contain notices identifying them as containing the Confidential Information of Shopify and shall be protected from unauthorized disclosure or access.
4. You will not reverse engineer, decompile or disassemble any Confidential Information of Shopify.
5. You acknowledge and agree that all Confidential Information of Shopify and all worldwide right, title, and interest whatsoever therein and thereto, both legal and equitable, belongs to and shall remain the sole and exclusive property of Shopify. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, including without limitation any trademark, patent, copyright or other intellectual or industrial property right or license.
6. You will return all originals, copies, reproductions and summaries of Confidential Information at Shopify's request or, at Shopify's option, certify destruction of the same.
7. You will notify Shopify immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or other breach of this Agreement.
8. You acknowledge that any breach of the terms and conditions of this Agreement would result in significant damage to Shopify, not completely compensable monetarily, and agree that Shopify shall be entitled to injunctive relief in a court of

appropriate jurisdiction in the event of the breach or threatened breach of any of the terms of this Agreement. You shall not oppose any such application on the basis that damages would be a satisfactory or sufficient remedy.

9. You agree that any Confidential Information provided by Shopify under this Agreement, is provided "AS IS" without warranty of any kind; may contain bugs, errors and other problems that could cause system failures; and that the use of such Confidential Information is entirely at your risk. You acknowledge that neither Shopify nor its suppliers will be liable to you for any damages whatsoever (including without limitation, direct, indirect, incidental, consequential, or punitive damages of any nature or kind including loss of profits, or losses of third parties of any nature or kind) relating to the your use of or reliance on the Confidential Information.
10. You understand that this Agreement does not obligate Shopify to disclose any information or negotiate or enter into any agreement or relationship.
11. You acknowledge and agree that the Confidential Information may contain material, non-public information of Shopify, and you are aware, and your representatives have been advised, that applicable securities laws prohibit any person having material, non-public information about Shopify from purchasing or selling securities of Shopify.
12. If any term of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, such term shall be deemed severed from this Agreement and the remaining terms shall remain in full force and effect.
13. This Agreement shall supersede any and all prior arrangements, whether oral or written, express or implied, with respect to the Confidential Information and relating to your visit to our office.
14. This Agreement is personal, indivisible, and non-transferable and may not be assigned or transferred in whole or in part.
15. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario. Each party hereby attorns to the jurisdiction of the courts of the Province of Ontario and agrees not to oppose any action brought in Ontario on the basis that the courts of Ontario are not an appropriate or convenient forum for same.

Acknowledged and agreed as of the 26 day of February, 2020.

Signature: 

Print Name: Brandon Vervoort