

## Non-Disclosure Agreement

version 6

### AGREEMENT NOT TO DISCLOSE CONFIDENTIAL INFORMATION (BILATERAL)

THIS AGREEMENT is made as of the 14/03/2021 (the "Agreement").

BETWEEN:

WATERLOO IT INC. (hereinafter called "WIT")

- and -

\_\_\_\_\_ (hereinafter called "CLIENT")

WIT and CLIENT are sometimes referred to herein as the "Parties" and individually as a "Party"

WHEREAS the Parties wish to exchange certain confidential and proprietary information for the purpose of undertaking service and support the CLIENT organization, users, customers, vendors and partners;

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations contained in this Agreement, the Parties agree as follows:

1. For the purposes of this Agreement:

"Affiliate" means any corporation, Representative or entity that directly or indirectly controls, is controlled by or is under common control with, a Party.

"Confidential Information" means, but is not limited to, any information, know-how, data, patent, copyright, trade secret, process, technique, program, design, formula, marketing, advertising, financial, commercial, sales or programming matters, customer information, written materials, compositions, drawings, diagrams, computer programs, studies, work in progress, visual demonstrations, ideas, concepts, and other data, in oral, written, graphic, electronic, or any other form or medium whatsoever, which may be exchanged between the Parties. The term "Confidential Information" does not include information which is:

- (i) now or which becomes publicly known or available through no act or failure on the part of the Receiving Party;
- (ii) actually known to the Receiving Party prior to the time of receipt of such Confidential Information;
- (iii) furnished to the Receiving Party by a third party who has rightfully obtained the Confidential Information without restriction on disclosure; or

- (iv) independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party that does not otherwise contravene the terms and provisions of this Agreement.

"Disclosing Party" means the Party that possesses the rights in and to an item of Confidential Information, and includes, without limitation, an owner, possessor, developer and licensee of such Confidential Information.

"Receiving Party" means the Party who receives or is otherwise privy to, or comes into possession of, an item of Confidential Information of which it is not the owner.

All Confidential Information constitutes the sole and exclusive property of the Disclosing Party, which the Disclosing Party is entitled to protect. The Receiving Party shall only use the Confidential Information strictly for the Purpose. The Receiving Party shall hold and maintain all Confidential Information in confidence for the Disclosing Party and shall have an obligation to protect the Confidential Information from any harm, tampering, unauthorized access, sabotage, access, exploitation, manipulation, modification, interference, misuse, misappropriation, copying or disclosure whatsoever, except as specifically authorized by the Disclosing Party in writing. The standard of care for protecting Confidential Information imposed on the Receiving Party will be at least that degree of care the Receiving Party uses to prevent disclosure, publication or dissemination of its own Confidential Information, but in no event less than reasonable care.

No Party will disclose the fact that the Confidential Information has been made available to it pursuant to this Agreement, or that any evaluations, discussions, meetings or negotiations have or are taking place without the prior written consent of the other Party.

Without the prior written consent of the Disclosing Party, the Receiving Party shall not disclose any Confidential Information to any person other than to such of its employees, officers, directors, contractors, agents and professional advisors who need to know and in such event only to the extent necessary for the Purpose. Notwithstanding the foregoing, either Party may disclose Confidential Information to the employees, officers, directors, contractors, agents and professional advisors of such Party's Affiliates to the extent necessary for the Purpose without the prior written consent of the other Party. The Receiving Party shall destroy all Confidential Information, including all records, summaries, analyses, notes or other documents and all copies thereof, immediately upon request by the Disclosing Party and, if requested by the Disclosing Party, will certify in writing to the Disclosing Party that such destruction has occurred. The destruction of such documents shall in no event relieve the Receiving Party of its obligations of confidentiality set out in this Agreement with respect to such destroyed information.

The Parties agree that the harm suffered by a breach of this Agreement may not be compensable by monetary damages alone and accordingly the injured Party shall have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

If the Receiving Party becomes legally obligated to disclose Confidential Information, the Receiving Party shall, if not prohibited by law, give the Disclosing Party prompt written notice sufficient to allow the Disclosing Party to seek a protective order or other appropriate remedy, and shall, to the extent practicable, consult with the Disclosing Party in an attempt to agree on the form, content, and timing of such disclosure. The Receiving Party shall only disclose such Confidential Information as is required, in the opinion of its counsel, and shall use commercially

reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

In the event that the business relationship contemplated by the Purpose does not occur, neither Party will use or permit the use of any Confidential Information of which it is the recipient for its own benefit nor for the benefit of any third party.

Neither this Agreement nor the disclosure of any information to the Receiving Party shall be construed as granting to the Receiving Party any rights in, to or in respect of the Confidential Information.

The Parties agree that the execution of this Agreement does not in any way constitute a binding commitment on the part of either Party to disclose Confidential Information, enter, continue or complete negotiations or any transaction with the other Party.

The Disclosing Party hereby excludes all representations, warranties and conditions, express or implied, including, without limitation, any representations, warranties or conditions of accuracy, sufficiency or suitability with respect to the Confidential Information.

Each Party acknowledges that the other Party may be considering transactions with third parties that are similar to, and which may occur in lieu of, the Purpose and nothing herein shall prohibit either Party from entering into such transactions.

This Agreement is governed by, and construed in accordance with, the laws and exclusive jurisdiction of the province of Ontario and the laws of Canada applicable therein. Each Party hereby: (i) submits and attorns to the exclusive jurisdiction of the courts of the province of Ontario; and (ii) waives trial by jury.

The Parties acknowledge that their respective legal counsel has reviewed and participated in settling the terms of this Agreement, and that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

This Agreement commences on the date set out above and remains in effect for two (2) years. The rights and obligations of the Parties with respect to any Confidential Information disclosed or obtained prior to the expiration of this Agreement shall terminate two (2) years from the date of expiration of this Agreement.

IN WITNESS WHEREOF WIT and the CLIENT have executed this agreement as of the date first above written.

**WATERLOO IT INC.**

**LARISSA DUFRESNE**  
*VP, Operations*

\_\_\_\_\_ company legal name

By \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

By \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_