

CONFIDENTIALITY AGREEMENT

Confidentiality Terms and Conditions Respecting Company's Customer Data

Between

_____, located in _____ ("Company")

And

InfoGrid Systems Inc., located in Ancaster, Ontario ("InfoGrid") the Receiving Party

Section 1.1 – Protection. All data and information (including without limitation intellectual property, product information and pricing) disclosed by Company to InfoGrid in the course of performing under the Services Agreement or to which InfoGrid gains access in connection with the Services Agreement shall be deemed to be the property of Company and confidential (such information hereinafter referred to as "Confidential Information").

- a) The term of this Agreement shall commence on the _____ day of _____, 2020 and for (5) years thereafter InfoGrid shall:
 - 1) receive such Confidential Information in confidence;
 - 2) use reasonable efforts to maintain the confidentiality of such Confidential Information and not disclose such Confidential Information to third parties (except for InfoGrid's representatives, agents and contractors who have a need to know, are under a duty of non-disclosure, and are acting for the sole benefit of InfoGrid), which efforts shall accord such Confidential Information at least the same level of protection against unauthorized use and disclosure that InfoGrid customarily accords its own information of a similar nature;
 - 3) use or permit the use of such Confidential Information solely in accordance with the terms of the Agreement; and
 - 4) promptly notify Company in writing of any loss or unauthorized use or disclosure of or access to the Confidential Information of which InfoGrid becomes aware.
- b) InfoGrid shall abide by and reproduce and include any restrictive legends or confidential rights notices (although such restrictive legends or confidential rights notices are not required for Confidential Information to be afforded the protection required by these Terms and Conditions) that appear in or on any Confidential Information that InfoGrid is authorized to reproduce.
- c) InfoGrid shall also not remove, alter, cover or distort any confidential rights notices, legends, symbols or labels appearing in any Confidential Information.
- d) As used herein, "Trade Secrets" means any Confidential Information which (i) derives economic value, actual or potential, from not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Notwithstanding any inconsistent statement in these Terms and Conditions, any Confidential Information that is designated as a Trade Secret in writing prior to any disclosure or within thirty (30) days after disclosure of any such Trade Secret, shall be protected in accordance with the terms of Section 1.1 for the term of the Services Agreement and indefinitely thereafter.
- e) For purposes of these Terms and Conditions, a "need to know" means that the InfoGrid employee, representative, agent or contractor requires the Confidential Information to perform his or her responsibilities in connection with the Services Agreement.

- f) Notwithstanding anything to the contrary contained in these Terms and Conditions, and in addition to and not in lieu of other provisions in these Terms and Conditions:
- 1) "Customer Data" shall mean all information regarding the Company's customers or any of their subsidiaries, affiliates, or licensees; or the accounts, account numbers, names, addresses, social security numbers, or any other personal identifier of such customers; or any information derived therefrom.
 - 2) In addition to the restrictions on InfoGrid's use of Confidential Information contained in this Section 1.1, InfoGrid must not use or disclose Customer Data for any purpose other than to carry out the purpose for which Customer Data was provided to InfoGrid as set forth in the Services Agreement, and agrees to cause all InfoGrid employees, agents, representatives, or any other party to whom InfoGrid may provide access to or disclose Customer Data to limit the use and disclosure of Customer Data to that purpose.
 - 3) InfoGrid agrees to implement appropriate measures designed to ensure the security and confidentiality of Customer Data, to protect such information against any anticipated threats or hazards to the security or integrity of such information, and to protect against unauthorized access to, or use of, Customer Data that could result in substantial harm or inconvenience to any customer of Company or any of its subsidiaries, affiliates, or licensees; InfoGrid further agrees to cause all InfoGrid agents, representatives, subcontractors, or any other party to whom InfoGrid may provide access to or disclose Customer Data to implement appropriate measures designed to meet the objectives set forth in this paragraph; and InfoGrid shall provide Company with copies of audits and test result information sufficient to assure Company that InfoGrid has implemented information security measures consistent with this paragraph.
 - 4) The requirements with respect to InfoGrid's treatment and use of Customer Data shall extend for the term of the Services Agreement and indefinitely thereafter.
 - 5) Compliance with Other Laws. InfoGrid acknowledges and agrees that any ambiguity in the interpretation of this Section 1.1 (f) shall be construed to assure compliance with (1) The Personal Information Protection and Electronic Documents Act (PIPEDA), (2) similar Privacy legislation in the provinces and territories of Canada and (3) any other laws and regulations governing the use and disclosure of Customer Data as described herein.
 - 6) Transfer to Third Parties.
 - i) InfoGrid must not disclose Customer Data to any subcontractor, service provider, or any other third party ("Third Party") without the prior approval of Company.
 - ii) Any transfer of Customer Data to a Third Party by InfoGrid shall be for the sole purpose of fulfilling InfoGrid's obligations under the Services Agreement.
 - iii) InfoGrid must not assign, transfer or otherwise disclose Customer Data to a Third Party prior to causing the Third Party to execute a binding document committing the Third Party to comply with the information protection requirements set forth in this Section 1.1.

Section 1.2 - Exclusions. The restrictions on disclosure set forth in Section 1.1 shall not apply when, and to the extent that, the Confidential Information: (a) is or becomes generally available to the public through no fault of InfoGrid (or any person acting on its behalf); (b) was previously rightfully known to InfoGrid free of any obligation to keep it confidential; (c) is subsequently disclosed to InfoGrid by a third party who may rightfully transfer and disclose such information without restriction and free of any obligations to keep it confidential; (d) is independently developed by InfoGrid or a third party without reference to the Confidential Information; or (e) is required to be disclosed by InfoGrid as a matter of law; provided however, that InfoGrid shall give prior written notice to Company so that Company and/or its customers may seek an appropriate protective order or other remedy and/or waive the provisions of these Terms and Conditions, and InfoGrid will cooperate with Company to obtain such protective order. In the event that such protective order or other remedy is not obtained or Company waives, in writing, compliance with the relevant provisions of these Terms and Conditions, InfoGrid will furnish

only that portion of the Confidential Information which, in the written opinion of Company's counsel, is legally required to be disclosed and, upon Company's request use good faith reasonable efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

Section 1.3 - Return or Destruction of Confidential Information Upon Termination or Expiration of Agreement. Subject to the record retention provisions of the Services Agreement, upon the termination or expiration of the Services Agreement, InfoGrid shall promptly return or destroy, as directed by Company, (and certify as to the destruction thereof, without retaining any copies) all Confidential Information, and other information, documents, manuals and other materials, belonging exclusively to Company or its customers, except as may be otherwise provided in the Services Agreement.

Section 1.4 - Public Statements. Without the prior written consent of Company InfoGrid will not make any public statement regarding the terms of the Services Agreement or these Terms and Conditions, subject to obligations under governing law.

Section 1.5 - Equitable Relief. The parties acknowledge that the breach of any portion of these Terms and Conditions would cause Company irreparable harm for which monetary damages would be inadequate. Accordingly, in addition to other remedies available to it, Company shall be entitled to seek injunctive or other equitable relief to remedy any threatened or actual breach of any portion of these Terms and Conditions by InfoGrid.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized officers as of the date first above written.

InfoGrid Systems Inc.

Per: _____

Per: _____

Name: _____

Name: Bob Broadway

Title: _____

Title: President