



## NONDISCLOSURE AGREEMENT

This Agreement is made to set forth the basis under which ADP Canada Co. (“ADP”), with offices located at 3250 Bloor Street West, 16<sup>th</sup> Floor, Etobicoke, Ontario M8X 2X9, shall furnish, make available and/or disclose to \_\_\_\_\_ (the “Recipient”) certain financial, business and other information in connection with the provision by the Recipient of certain products and services for the exclusive benefit of ADP (the “Transaction”).

The Recipient agrees as follows:

1. As used in this Agreement, (x) the term "**Confidential Information**" shall mean all financial, business and other information of ADP and its Affiliates, in whatever form or medium, including without limitation, any trade secrets, processes, financial data, technical data and documentation, strategic planning, product/service specifications, prototypes, computer programs, drawings, employee data, client data, models and marketing data, that is or was furnished or disclosed by or on behalf of ADP or any of its Affiliates or employees to the Recipient in connection with the Recipient’s engagement with ADP, provided, however, that such term shall not include (i) information already known by the Recipient without an obligation of confidentiality prior to Recipient’s providing any services for ADP or engaging in discussions with ADP with respect thereto, (ii) information that is or becomes publicly known other than through a breach by the Recipient of any of its obligations under this Agreement, and (iii) information received by the Recipient from a third party who is not known by the Recipient, acting in good faith, to be under an obligation of confidence to ADP, and (y) the term “Affiliate” shall mean, with respect to ADP, any individual, corporation, partnership or other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with ADP.

2. Except as required by law, the Recipient shall treat as confidential and shall not sell, transfer, publish, display, make available or otherwise disclose any Confidential Information to any person other than employees of ADP. Without limiting the generality of the foregoing, the Recipient shall use its best efforts to safeguard the Confidential Information so as to ensure that no unauthorized person shall have access to it and that no person authorized to have access shall make any unauthorized copy. In the event the Recipient is requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, the Recipient shall provide ADP with prompt notice of such request or requirement (which notice shall be given, to the extent reasonably possible, prior to any such disclosure) and the Recipient shall use its reasonable efforts to ensure that all Confidential Information that is so disclosed shall be accorded confidential treatment. The Recipient agrees that the Confidential Information is and will remain the property and a valuable trade secret of ADP.

3. Confidential Information and all copies, reproductions, disclosures, summaries and distributions thereof shall be returned by the Recipient to ADP or destroyed upon ADP’s request and, in such event the Recipient shall provide ADP with written certification of such return or destruction. The Recipient’s obligations under this Agreement shall survive any such return or destruction.

4. The Recipient shall notify ADP promptly upon discovery of any unauthorized use, access or disclosure of Confidential Information or any other breach of this Agreement by the Recipient, and shall reasonably cooperate with ADP to regain possession of the Confidential Information and prevent its further unauthorized use, access or disclosure. If the Recipient shall attempt to use, access or disclose any of the Confidential Information in a manner contrary to the terms of this Agreement, ADP shall have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies may be inadequate.

5. Nothing in this Agreement shall be deemed to constitute an implied license in favor of the Recipient to any proprietary rights of ADP, including, without limitation, any patents, copyrights, trademarks or trade secret information.

6. The Recipient shall not, without the prior written consent of ADP, for a period of three years commencing on the date hereof, directly or indirectly, solicit for employment, employ or otherwise interfere with the employment of any person who is employed by ADP or any of its Affiliates and who the Recipient becomes aware of in connection with such person's engagement with ADP. The Recipient shall not, without the prior written consent of ADP, for a period of three years commencing on the date hereof, directly or indirectly, solicit as a customer any customer of ADP or its Affiliates with whom the Recipient had contact in connection with such person's engagement with ADP.

7. All notices, requests, consents, demands and other communications provided for by this Agreement shall be in writing and shall be deemed sufficient if delivered in person or by express courier or facsimile with receipt confirmed to the party to be notified, using the address of the party set forth above. Any notice to ADP shall be addressed to the attention of the General Counsel.

8. This Agreement shall not be changed, modified or amended except by a writing signed by each party to this Agreement, and this Agreement may not be discharged except by performance in accordance with its terms. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by either party hereto without the prior written consent of the other party.

9. This Agreement sets forth the entire agreement and understanding between among the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind and every nature between them.

10. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada, applicable therein.

11. The Recipient represents and warrants that on the Effective Date it is duly authorized to execute this Agreement.

12. This Agreement has been prepared in the English language at the express request of both parties hereto. *Le présent contrat a été rédigé en anglais à la demande expresse des deux parties.*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date specified below.

**Effective Date:** \_\_\_\_\_

**Recipient:**

By: \_\_\_\_\_

Name:

Revision Date: 2019-03