

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into by and between:

Disclosing Party:

Full Legal Name: _____

Address: _____

Contact Information: _____

Receiving Party:

Full Legal Name: _____

Address: _____

Contact Information: _____

1. Definition of Confidential Information

Confidential Information means all non-public information, whether oral, written, electronic, or otherwise, that is disclosed by the Disclosing Party to the Receiving Party, including but not limited to business plans, strategies, financial data, customer lists, trade secrets, technical data, and any information marked or identified as confidential.

2. Obligations of Receiving Party

The Receiving Party agrees to: (a) keep Confidential Information strictly confidential; (b) not disclose Confidential Information to any third party without prior written consent of the Disclosing Party; (c) use Confidential Information solely for the purpose of evaluating or engaging in a business relationship with the Disclosing Party; and (d) take all reasonable measures to protect the confidentiality of the Confidential Information.

3. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this Agreement by the Receiving Party; (b) was known to the Receiving Party before receipt from the Disclosing Party; (c) is received from a third party without breach of any obligation of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

4. Term

This Agreement shall commence upon execution and shall continue indefinitely with respect to Confidential Information disclosed during the term, provided that the obligations with respect to any Confidential Information shall survive for a period of five (5) years following the termination or expiration of this Agreement.

5. No License or Ownership

Nothing in this Agreement grants the Receiving Party any rights, by license or otherwise, to any Confidential Information except as expressly set forth herein. The Disclosing Party retains all right, title, and interest in and to its Confidential Information.

6. Return or Destruction of Materials

Upon request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing or embodying Confidential Information, including all copies, summaries, and excerpts.

7. Remedies

The Receiving Party acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Disclosing Party for which monetary damages would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and any other remedies available at law or equity in the event of any breach or threatened breach of this Agreement.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable provincial or territorial laws without regard to its conflict of laws principles.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties relating to the subject matter herein and supersedes all prior discussions, agreements, and understandings of any kind. Any amendments or modifications must be in writing and signed by both parties.

10. Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

11. No Waiver

Failure or delay by either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title (if applicable): _____

Title (if applicable): _____

Date: _____

Date: _____

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