

NON-DISCLOSURE AGREEMENT

Parties: _____

Disclosing Party Information:

Full Legal Name: _____

Address: _____

Contact Information (Phone/Email): _____

Receiving Party Information:

Full Legal Name: _____

Address: _____

Contact Information (Phone/Email): _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party that is not generally known to the public and that reasonably should be understood to be confidential, including but not limited to business plans, financial data, technical specifications, product designs, customer lists, trade secrets, and any other proprietary information.

2. Obligations of Receiving Party

The Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall not, without prior written approval of the Disclosing Party, use, copy, or disclose the Confidential Information to third parties except as necessary to perform obligations pursuant to this Agreement, and only under confidentiality obligations no less restrictive than those herein.

3. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement by the Receiving Party; (b) is received from a third party without breach of any obligation of confidentiality; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (d) is required to be disclosed by law, regulation, or valid court order, provided that the Receiving Party gives prompt written notice to the Disclosing Party to allow it to seek protective measures.

4. Term

This Agreement shall become effective as of the date of last signature and shall continue for a period of five (5) years from that date, unless earlier terminated by mutual written agreement of the Parties.

5. Return or Destruction

Upon termination or expiration of this Agreement, or upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials embodying Confidential Information, including all copies thereof, and certify in writing that such return or destruction has been completed.

6. No License or Ownership Rights

Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein. All Confidential Information remains the sole property of the Disclosing Party.

7. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of the Confidential Information may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive or equitable relief, in addition to all remedies available at law or in equity.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Canada and applicable provincial laws without regard to conflict of law principles. The Parties irrevocably submit to the exclusive jurisdiction of the courts located in the province of Ontario for any disputes arising out of this Agreement.

9. No Warranty

All Confidential Information is provided "AS IS" without any warranty, express or implied, as to its accuracy or completeness.

10. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

11. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and communications, whether oral or written.

12. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by authorized representatives of both Parties.

13. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

14. Waiver

No waiver of any breach or failure to enforce any provision of this Agreement shall constitute a waiver of any other breach or provision.

15. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Headings

The section and paragraph headings in this Agreement are for convenience only and shall not affect its interpretation.

17. Notices

All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, sent by nationally recognized overnight courier, or by certified mail, return receipt requested, to the addresses set forth above or to such other address as either Party may designate by notice to the other.

18. Relationship of the Parties

Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship between the Parties.

19. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

20. Signatures

The Parties have executed this Agreement as of the date of last signature below.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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