

SIMPLE NON-DISCLOSURE AGREEMENT

Disclosing Party:

Receiving Party:

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all non-public information disclosed by Disclosing Party to Receiving Party, whether oral, written, electronic or other form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

2. Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strict confidence, shall not disclose it to any third party without the prior written consent of Disclosing Party, and shall not use it for any purpose other than to evaluate or pursue a business relationship or transaction with Disclosing Party. Receiving Party shall protect Confidential Information with at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

3. Exclusions from Confidential Information

Confidential Information shall not include information that (a) is or becomes publicly known through no breach of this Agreement by Receiving Party; (b) is received from a third party without restriction on use or disclosure; (c) was rightfully known to Receiving Party prior to disclosure by Disclosing Party; or (d) is independently developed by Receiving Party without use of or reference to Confidential Information.

4. Term

This Agreement shall commence on the date of last signature below and continue until the Confidential Information no longer qualifies as confidential or until terminated by either party with thirty (30) days written notice. Receiving Party's duty to hold Confidential Information in confidence shall survive termination for a period of five (5) years.

5. No License or Ownership

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

6. No Warranty

All Confidential Information is provided "AS IS." Disclosing Party makes no warranties, express or implied, regarding the accuracy or completeness of the Confidential Information.

7. Remedies

Receiving Party acknowledges that any unauthorized disclosure or use of Confidential Information may cause irreparable harm to Disclosing Party for which damages may be an inadequate remedy. Accordingly, Disclosing Party

shall be entitled to seek injunctive or equitable relief in addition to any other 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 without regard to its conflict of law provisions. The parties agree to submit to the exclusive jurisdiction of the courts of the applicable province or territory in Canada for any disputes arising under this Agreement.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, whether written or oral. Any amendment or waiver must be in writing and signed by both parties.

10. Severability

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

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: _____

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