

EXCLUSIVITY AGREEMENT

Location: _____ Date: _____

Parties:

This Exclusivity Agreement (the “Agreement”) is entered into by and between:

EXCLUSIVE PARTY: _____

AND

OTHER PARTY: _____

1. Purpose

This Agreement sets forth the exclusive terms and conditions under which the Parties will negotiate and enter into a potential business transaction. Both Parties agree to negotiate exclusively with each other in good faith during the Term (as defined below).

2. Exclusivity

During the Term, neither Party shall directly or indirectly solicit, negotiate, or enter into any agreement with any third party relating to the subject matter of this Agreement without the prior written consent of the other Party.

3. Term

The exclusivity period shall commence on the effective date of this Agreement and continue for a period of _____ (the “Term”), unless earlier terminated in accordance with this Agreement.

4. Confidentiality

The Parties agree to keep confidential all information disclosed during the course of this Agreement and will not disclose such information to any third party except as required by law or with prior written consent.

5. Obligations of Parties

Each Party shall use commercially reasonable efforts to negotiate the definitive agreement and shall provide timely responses and necessary information to facilitate the process.

6. Termination

This Agreement may be terminated by either Party upon written notice to the other Party if: (a) the other Party materially breaches this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice; or (b) the Parties mutually agree in writing to terminate.

7. No Binding Commitment to Transaction

Except as expressly set forth herein, this Agreement does not obligate either Party to consummate any transaction or enter into any further agreement.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Canada. The Parties submit to the exclusive jurisdiction of the courts of the Province of _____ for any disputes arising under or in connection with this Agreement.

9. Remedies

The Parties acknowledge that monetary damages may be inadequate to compensate for breach of this Agreement, and

each Party shall be entitled to seek injunctive relief, specific performance, or any other equitable remedy as may be appropriate.

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof and supersedes all prior discussions, agreements, or understandings of any kind.

11. Amendments

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

12. Notices

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, or by recognized overnight courier to the Parties at their respective addresses.

13. Assignment

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

14. Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

15. Waiver

No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach.

16. Counterparts

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

17. Representation of Authority

Each Party represents and warrants that the individual(s) executing this Agreement on its behalf have full authority to bind the Party to the terms hereof.

18. No Agency or Partnership

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

19. Expenses

Each Party shall bear its own costs and expenses incurred in connection with the negotiation and execution of this Agreement and any potential transaction.

20. Compliance with Laws

Each Party shall comply with all applicable Canadian laws and regulations in performing its obligations under this Agreement.

EXCLUSIVE PARTY SIGNATURE

OTHER PARTY SIGNATURE

Signature: _____

Signature: _____

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