

NON-DISCLOSURE AGREEMENT (NDA)

Parties: _____

Disclosing Party:

Full Legal Name: _____

Address: _____

Contact Information: _____

Receiving Party:

Full Legal Name: _____

Address: _____

Contact Information: _____

Recitals:

WHEREAS, the Disclosing Party possesses certain confidential and proprietary information; and WHEREAS, the Receiving Party desires to receive such confidential information for the sole purpose of evaluating a potential business relationship between the parties.

1. Definition of Confidential Information:

For purposes of this Agreement, 'Confidential Information' means all information disclosed by the Disclosing Party to the Receiving Party, whether orally, visually, in writing, or other tangible or intangible form, that is designated as confidential or that reasonably should be understood to be confidential, including but not limited to business plans, financial information, technical data, product designs, trade secrets, customer information, and other proprietary materials.

2. Obligations of Receiving Party:

The Receiving Party agrees to: (a) maintain the confidentiality of the Confidential Information with at least the same degree of care as it uses to protect its own confidential information, but no less than reasonable care; (b) not disclose the Confidential Information to any third parties without prior written consent of the Disclosing Party; and (c) use the Confidential Information solely for the Purpose defined herein.

3. Exclusions from Confidential Information:

Confidential Information does not include information that: (a) is or becomes generally known to the public without breach of this Agreement; (b) was known to the Receiving Party prior to disclosure by the Disclosing Party as evidenced by written records; (c) is rightfully received from a third party without restriction on use or disclosure; 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 on the date of last signature and continue in effect until terminated by either party with thirty (30) days prior written notice. Notwithstanding termination, the Receiving Party's duty to hold Confidential Information in confidence shall survive for a period of five (5) years from the date of disclosure.

5. Return or Destruction of Materials:

Upon termination of this Agreement or upon request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials embodying Confidential Information, including all copies, notes, or extracts 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. No license under any patent, trademark, copyright, or other intellectual property right is granted by implication or otherwise.

7. Remedies:

The Receiving Party acknowledges that any unauthorized use or disclosure of the Confidential Information may cause irreparable harm to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief and any other remedies available at law or in equity, without the necessity of posting bond or proving actual damages.

8. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable province or territory, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction of the courts located in the applicable province or territory for any disputes arising out of or related to this Agreement.

9. Entire Agreement:

This Agreement constitutes the entire agreement between the parties related to the subject matter herein and supersedes all prior or contemporaneous communications, whether oral or written. Any modifications or amendments 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. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

11. Waiver:

No waiver of any breach or default under this Agreement shall be deemed a waiver of any subsequent breach or default. All waivers must be in writing and signed by the waiving party.

12. No Assignment:

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

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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