

NON-DISCLOSURE AGREEMENT

Parties: _____

Disclosing Party Information:

Full Legal Name: _____

Address: _____

Contact Information: _____

Receiving Party Information:

Full Legal Name: _____

Address: _____

Contact Information: _____

1. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" means all written, electronic, oral, or other information disclosed by the Disclosing Party to the Receiving Party, including but not limited to business plans, financial information, trade secrets, designs, customer lists, and proprietary data, whether marked as confidential or not.

2. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to maintain all Confidential Information in strict confidence, to use the Confidential Information solely for the Purpose defined herein, and not to disclose such information to any third party without prior written consent of the Disclosing Party.

3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Confidential Information does not include information which: (a) is or becomes generally available to the public other than by breach of this Agreement; (b) was known to the Receiving Party prior to disclosure; (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 Confidential Information.

4. TERM

The obligations under this Agreement shall commence on the date of execution and shall continue for a period of five (5) years from the date of disclosure of the Confidential Information or until such Confidential Information no longer qualifies as confidential under this Agreement, whichever occurs first.

5. RETURN OR DESTRUCTION OF MATERIALS

Upon written 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 provide written certification of such destruction or return.

6. NO LICENSE OR OWNERSHIP RIGHTS

Nothing in this Agreement grants the Receiving Party any rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. All Confidential Information remains the sole property of the Disclosing Party.

7. NO WARRANTY

All Confidential Information is provided "AS IS." The Disclosing Party makes no warranties, express or implied,

regarding the accuracy or completeness of the Confidential Information.

8. REMEDIES

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

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles. The parties hereby attorn to the exclusive jurisdiction of the courts of Ontario.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof and supersedes all prior agreements, understandings, or communications, whether written or oral.

11. AMENDMENTS

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

12. SEVERABILITY

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

13. NO WAIVER

Failure or delay by either party in exercising any right shall not constitute a waiver of that right.

14. ASSIGNMENT

Neither party may assign or transfer this Agreement or any rights hereunder without prior written consent of the other party.

15. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed and delivered by electronic means, including PDF.

16. PURPOSE

The Receiving Party agrees to use the Confidential Information solely for the purpose of evaluating a potential business relationship between the parties.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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