

SIMPLE CONFIDENTIALITY AGREEMENT

Parties: _____

1. Definition of Confidential Information:

For purposes of this Agreement, "Confidential Information" means all information disclosed by either party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally, visually or in writing, 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, including but not limited to business plans, customer lists, designs, drawings, products, inventions, processes, know-how, and trade secrets.

2. Obligations of Receiving Party:

The Receiving Party agrees to: (a) maintain the confidentiality of the Confidential Information and not disclose it to any third party except as permitted by this Agreement; (b) use the Confidential Information solely for the purpose of evaluating or pursuing a business relationship with the Disclosing Party; and (c) take reasonable precautions to protect the confidentiality of the Confidential Information, which shall be at least as protective as those the Receiving Party uses with respect to its own confidential materials.

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) was known to the Receiving Party prior to disclosure by the Disclosing Party; (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 or reference to the Disclosing Party's Confidential Information.

4. Term:

This Agreement shall commence on the date of mutual execution by both parties and shall continue in effect for a period of three (3) years, unless earlier terminated by either party upon thirty (30) days written notice to the other party. The obligations of confidentiality with respect to any Confidential Information shall survive termination of this Agreement for a period of five (5) years from the date of disclosure of such Confidential Information.

5. Return or Destruction of Materials:

Upon termination or expiration 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, summaries, and notes thereof, and shall certify in writing to the Disclosing Party that such return or destruction has been completed.

6. No License or Warranty:

Nothing in this Agreement shall be construed as granting any license or rights under any patent, copyright, trade secret, or other intellectual property right of either party, nor shall this Agreement obligate either party to proceed with any transaction or relationship.

7. Remedies:

The Receiving Party acknowledges that unauthorized disclosure or use of the Confidential Information may cause irreparable harm to the Disclosing Party for which damages may not be an adequate remedy. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and any other remedies in equity or law in the event of any breach or threatened breach of this Agreement.

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. The parties submit to the exclusive jurisdiction of the courts located in the appropriate province or territory within Canada for any disputes arising out of or relating to this Agreement.

9. Entire Agreement:

This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes all prior discussions, negotiations, and agreements, whether written or oral. This Agreement may not be amended except by a writing signed by both parties.

10. Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired, and the invalid provision shall be replaced, if possible, with a valid provision that most closely reflects the parties' original intent.

11. No Waiver:

No failure or delay by either party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right or remedy.

12. Counterparts and Electronic Signatures:

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. Electronic signatures shall be deemed to have the same legal effect as original signatures.

DISCLOSING PARTY SIGNATURE

Signature: _____

Name: _____

Title: _____

Date: _____

RECEIVING PARTY SIGNATURE

Signature: _____

Name: _____

Title: _____

Date: _____

Original source of this document:

<https://docstemplates-ca.com/simple-confidentiality-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://docstemplates-ca.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.