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NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is entered into and made effective as of [EFFECTIVE DATE] between [COMPANY NAME] (“**Company**”) and [COUNTERPARTY NAME] (“**Recipient**”).

Company and Recipient desire to engage in discussions regarding a potential agreement or other transaction between the parties (the “**Purpose**”). In connection with such discussions, it may be necessary for Company to disclose to Recipient certain confidential information or materials to enable the parties to evaluate whether to enter into such agreement or transaction.

In consideration of the foregoing, the parties agree as follows:

1. Confidential Information. For purposes of this Agreement, “**Confidential Information**” means all non-public, proprietary or confidential information or materials disclosed by Company to Recipient, in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as “confidential” and all notes, analyses, summaries, reports and other materials prepared by or on behalf of Recipient that contain, are based on or otherwise reflect, to any degree, any of the foregoing. Confidential Information also includes: (x) the fact that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; (y) the existence of this Agreement; and (z) any terms, conditions or arrangements being discussed or negotiated by the parties.
2. Obligations and Restrictions. Recipient agrees: (i) to maintain all Confidential Information in strict confidence; (ii) not to disclose Confidential Information to any third parties; and (iii) not to use any Confidential Information for any purpose except for the Purpose. Recipient may disclose Confidential Information to its employees and consultants who have a bona fide need to know such Confidential Information for the Purpose, but solely to the extent necessary to pursue the Purpose, and for no other purpose; provided, that each such employee and consultant first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement.
3. Exceptions. The obligations and restrictions in Section 2 will not apply to any information or materials that:
 - (a) were, at the date of disclosure, or have subsequently become, generally known or available to the public through no act or failure to act by Recipient;
 - (b) were rightfully known by Recipient prior to receiving such information or materials from Company;
 - (c) are rightfully acquired by Recipient from a third party who has the right to disclose such information or materials without breach of any confidentiality obligation to Company; or
 - (d) are independently developed by Recipient without access to any Confidential Information.
4. Compelled Disclosure. Nothing in this Agreement will be deemed to restrict Recipient from disclosing Confidential Information to the extent required by any order, subpoena, law, statute or regulation; provided, that Recipient uses all reasonable efforts to give Company reasonable advance notice of such required disclosure in order to enable Company to prevent or limit such disclosure.

5. Return of Confidential Information. Upon the completion or abandonment of the Purpose, and in any event upon Company's request, Recipient will promptly return to Company all tangible items and embodiments containing or consisting of Confidential Information and all copies thereof (including electronic copies), and any notes, analyses, compilations, studies, interpretations, memoranda or other documents (regardless of the form thereof) prepared by or on behalf of Recipient that contain or are based upon Confidential Information.
6. No Obligations. Company retains the right, in its sole discretion, to determine whether to disclose any Confidential Information to Recipient. In no event will Company be required to negotiate or enter into any other agreements or arrangements with Recipient, whether or not related to the Purpose.
7. No License. All Confidential Information remains the sole and exclusive property of Company. Recipient acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to Recipient, by license or otherwise, in or to any Confidential Information of Company, or any patent, copyright or other intellectual property or proprietary rights of Company, except as specified in this Agreement.
8. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED BY COMPANY "AS IS".
9. Term. This Agreement will remain in effect for a period of [NUMBER OF YEARS] years from the date of last disclosure of Confidential Information by Company, at which time it will terminate.
10. Equitable Relief. Recipient acknowledges that the unauthorized use or disclosure of any Confidential Information would cause Company to suffer irreparable harm and incur significant damages, the degree of which may be difficult to ascertain. Accordingly, Recipient agrees that Company will have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights or remedies that it may have at law or otherwise.
11. Miscellaneous. This letter agreement will be governed and construed in accordance with the laws of the Province of [PROVINCE] and the federal laws of Canada applicable therein, excluding conflict of laws rules. This Agreement is the complete and exclusive understanding and agreement between the parties regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision of this Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. Neither party may assign this Agreement, in whole or in part, by operation of law or otherwise, without the other party's prior written consent, and any attempted assignment without such consent will be void; provided that Company may assign this agreement to an affiliate or in connection with the sale of all or substantially all of the Company's assets or business. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile or electronic transmission constitutes valid and effective delivery. Each party agrees that electronic signatures, whether digital or encrypted, of the parties as may be included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the date first written above.

[COMPANY NAME]

[COUNTERPARTY NAME]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____