Mutual Non-Disclosure Agreement

The parties below want to share confidential information to discuss or carry out the purpose described, and agree to protect it as set out here.

First party (name or company)

Second party (name or company)

Purpose of sharing information

Effective date

Confidentiality lasts for (years)

1. Confidential information

Confidential information is any non-public business, technical or financial information one party shares with the other, in any form, that is marked confidential or that a reasonable person would treat as confidential. It does not include information that is or becomes public through no fault of the receiving party, that the receiving party already knew or develops independently, or that it receives lawfully from someone else.

2. Obligations

Each party will use the other's confidential information only for the purpose above, protect it with at least reasonable care, and share it only with employees and advisers who need it and are bound to keep it confidential. A party may disclose information the law or a court requires it to, after giving the other party notice where allowed.

3. Return and remedies

On request, each party will return or destroy the other's confidential information. Because a breach may cause harm that money cannot fix, the affected party may ask a court for an injunction as well as any other remedy.

4. General

This agreement does not create a partnership or require either party to do business with the other. It is governed by the laws of Ontario. Both parties agree that electronic signatures on it are binding.

First party

Signature

Full name

Date

Second party

Signature

Full name

Date