

**UNILATERAL CONFIDENTIALITY
UNDERTAKING
(With Penalty)**

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UNILATERAL CONFIDENTIALITY UNDERTAKING, entered into in the City of, Province of, Canada.

BETWEEN: (name of individual), (occupation), domiciled and residing at (civic number and street name), in the City of (name of city), Province of (name of province), (postal code) doing business as (business name) (hereinafter the "RECEIVING PARTY"), AND (corporate name), a legal person duly incorporated under the Act (name of statute under which the corporation was incorporated), having its principal place of business at (civic number and street name), in the City of (name of city), Province of (name of province), (postal code) (hereinafter the "DISCLOSING PARTY") (at times collectively referred to as the "PARTIES").

RECITALS

THE PARTIES DECLARE AS FOLLOWS:

- (A) The RECEIVING PARTY is engaged in the business of (describe business sector);
(B) The DISCLOSING PARTY is engaged in the business of (describe business sector);
(C) The PARTIES wish to exchange information in connection with (identify business purpose of the parties) (hereinafter the "Project");
(D) Some of the information that will be exchanged may be confidential in nature and its disclosure to any third party may harm the DISCLOSING PARTY, which is why the private and confidential nature of such information must be protected;
(E) It is the interests of the PARTIES to record their agreement regarding the exchange, disclosure, reproduction, use, storage and return of such confidential information in a contract by mutual agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

0.00 INTERPRETATION

Table with 2 columns: RECEIVING PARTY, DISCLOSING PARTY

0.01 Definitions

Unless otherwise indicated or inconsistent with the context, capitalized words and expressions appearing in this Undertaking will be interpreted as follows:

0.01.01 Confidential Information

means any information (commercial, technical, scientific, financial, legal, personal or other information) that the DISCLOSING PARTY discloses [before and] during the term of the Undertaking and that the RECEIVING PARTY, exercising reasonable business judgment, understands to be confidential, including, in particular, any information related to its activities, business strategies and opportunities, finances, Intellectual Property, suppliers, clients or employees, but excludes:

- (a) information known to the RECEIVING PARTY prior to the date of its disclosure;
- (b) information known by the public or available to the public prior to the date of its disclosure;
- (c) information that becomes known by or available to the public after the date of its disclosure and that does not result from a breach of confidentiality by the RECEIVING PARTY;
- (d) information received at any time by a person that is not bound to one of the PARTIES by an undertaking of confidentiality with regard to such information;
- (e) information independently produced by the RECEIVING PARTY; and
- (f) personal information provided by an individual when such information is being used for the purpose for which it was previously disclosed or any other purpose permitted by law.

0.01.02 Intellectual Property

means all the intellectual assets of any PARTY, including:

- (a) those protected by contract, such as know-how, trade secrets, recipes and other similar assets; and
- (b) those protected by any law relating to patents, copyright, trademarks, industrial designs, integrated circuit topographies or plant varieties;

and includes any application made to a public authority for the purpose of securing intellectual property rights to such intangible assets;

RECEIVING PARTY	DISCLOSING PARTY