

Directions: Read through non-disclosure template replacing information in brackets [.....] with your own information. Removed this paragraph once completed. Remove all highlighting once completed.

[Date]

PRIVATE AND STRICTLY CONFIDENTIAL

Name [Name of Person or Business with whom you will be sharing information]

Address [Address of the Business Above]

Attention: Name: [Name of the person you will be dealing with – note, they need have authority to sign]

Title: [Title of the person above]

[Your Business Name] based in [City, Province] (the “**Company**”), together with certain representatives of the Company are prepared to furnish you and your Designated Representatives (as defined below) with certain information solely in connection with your consideration of [enter the reason for which you would be sharing confidential information] (a “[**Short form of reason for sharing information - ex. Potential Transaction or Investment**]”). As a condition to you being furnished such information, you agree as follows (on behalf of yourself, your affiliates and Designated Representatives):

1. Definition of Confidential Information. Confidential Information shall constitute all information concerning the Company (whether prepared by the Company, its representatives, advisors or others) which is furnished to you in any form (whether oral, visual, written, graphic or electronic form) by or on behalf of the Company, whether furnished before or after the date of this letter (this “**Agreement**”) and regardless of the manner in which it is furnished, together with notes, summaries notes, summaries, spreadsheets, analyses, compilations, memorandums, correspondence, studies or other documents or records prepared by you or any of your directors, officers or employees or your legal counsel, accounting, financial and other advisors (collectively, “**Designated Representatives**”), in each case, who have been engaged by you to assist with your evaluation of a [Short form of reason for sharing information - ex. Potential Transaction or Investment] (together such directors, officer and employees and Designated Representatives are referred to herein as your “**Representatives**”) to the extent that such analyses, compilations, memorandums, correspondence, studies or other documents or records contain or otherwise reflect or are generated from such information and such documents and other materials from meetings with the Company or its representatives or through inspection or observation of Company’s properties, facilities or operations (collectively “**Confidential Information**”). Confidential Information does not include information which (i) was or becomes generally available to the public other than as a result of disclosure by you or any of your Representatives, (ii) can by documentary evidence be established to have been within your possession prior to its being furnished to you by or on behalf of the Company, provided that the source of the information was