BC Non-Disclosure Agreement (NDA)

1. Parties and purpose

This agreement is made on 2026-11-01 between Cedar Fictional Company Ltd., of 100 Example Street, Victoria BC (A), and Harbour Fictional Company Ltd., of 200 Sample Avenue, Vancouver BC (B). Each representative signing below confirms authority to sign for the named party.

The permitted purpose is: Evaluate a fictional inventory dashboard partnership. Disclosure is voluntary; neither party is required to disclose information, continue discussions or enter another transaction.

Each party may disclose confidential information and receive it. The duties below apply to each party when receiving the other party's information.

2. Covered information and exclusions

Covered information is information disclosed for the permitted purpose from 2026-11-01 through 2027-01-31 in these categories: Unpublished prototype screens and cost estimates. It includes copies and analyses revealing that information. It must be marked confidential or reasonably identifiable as confidential from its nature and disclosure context. For oral or visual disclosure whose confidential nature is not reasonably apparent, the discloser must identify it as confidential when sharing and send a written description within 10 calendar days.

It does not include information the recipient can demonstrate was already lawfully known without a confidentiality duty; becomes public without breach; is independently developed without use of covered information; or is lawfully received from another source without a confidentiality restriction. Merely combining public elements does not make a genuinely confidential combination public.

3. Use, safeguards and permitted recipients

The recipient will use covered information only for the permitted purpose, protect it with reasonable safeguards and no less care than its similarly sensitive information, and restrict access to its personnel and professional advisers who need it for that purpose and are bound by confidentiality duties appropriate to the disclosure. The recipient is responsible for breaches of this agreement by those to whom it gives access. No disclosure to other businesses or public AI services is authorized by this agreement.

4. Required and protected disclosures

This agreement does not prohibit truthful reporting to a regulator or law-enforcement body, legally protected reporting, obtaining confidential legal advice, or compliance with law or a lawful order. For compelled disclosure, where legally permitted, the recipient will promptly notify the discloser, disclose only what is required and reasonably cooperate with protective measures at the discloser's expense. No notice is required where prohibited by law or where it would interfere with a protected report. This agreement does not require a person to conceal unlawful conduct.

5. Ownership and business decisions

The discloser retains its rights in its information. No intellectual-property licence, assignment, partnership or exclusivity is created except permission to use information for the stated purpose. Information is provided for evaluation, not as a promise that it is complete or fit for a transaction. This paragraph does not excuse fraud, unlawful disclosure or obligations that cannot lawfully be excluded. Each party must make its own decision before relying on information in a later transaction.

6. End of discussions; return and retention

Either party may end future disclosures by written notice to the notice email below. Upon written request or the end of the disclosure period, the recipient will within 14 calendar days return or securely delete covered information, including working copies, and confirm the action in writing. One restricted archival copy may be kept where required by law or a documented professional record obligation. Routine backup copies not reasonably separable may remain until ordinary deletion, must not be restored for business use, and remain protected while retained. No destruction is required contrary to a preservation obligation.

7. Duration and remedies

For information disclosed during the stated period, confidentiality and permitted-use duties continue for 3 years after the last covered disclosure. For information that qualifies as a trade secret, those duties continue while it remains a trade secret other than through the recipient's breach. These periods do not authorize unlawful use after another legal duty applies. A party may seek remedies available under applicable law, including asking a court for protective relief; no injunction, damages amount or costs award is automatic under this agreement.

8. Notices and agreement

Notices go to A at cedar@example.invalid and B at harbour@example.invalid. A sender must retain evidence of actual receipt; sending alone is not deemed receipt. British Columbia law and applicable federal Canadian law govern, subject to mandatory rules and the jurisdiction of the competent court or tribunal. Changes must be recorded and signed by both parties. This agreement concerns its stated purpose only and does not replace unrelated agreements. An invalid provision does not validate another unlawful term; remaining provisions operate only to the extent lawful.

Signed for A: Alex Example, Director; signature: _____; date: _____.

Signed for B: Sam Sample, Director; signature: _____; date: _____.

Completion instructions

Prospective business discussions with mutual or one-way confidentiality obligations.

Not an employment NDA, settlement, non-compete, personal-data processing agreement or retrospective breach remedy.

Read the entire agreement and verify each supplied name, date, amount, schedule and selected alternative with the other party. The template does not verify facts or determine suitability.

Resolve any missing schedules, authority or supporting records before signing. Obtain appropriate advice where the circumstances fall outside the stated scope.

Signature, date, witness and actual-payment/handover lines remain blank for completion by the appropriate people after the events occur. The website does not sign, witness, register or transfer anything for you.

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