



**wellesley  
consulting  
group**

**NON-DISCLOSURE  
AGREEMENT**

This Agreement made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**BETWEEN:**

**Wellesley Consulting Group - WCG (a division of 1000065 B.C. LTD.)**

109 - 645 Fort Street, Victoria, B.C. V8W 1G2

t: 250.640.6406

e: [info@wellesleyconsulting.ca](mailto:info@wellesleyconsulting.ca)

*(Hereinafter referred to as the "Recipient")*

**AND:**

**INSERT NAME OF ORGANIZATION**

c/o INSERT NAME OF AUTHORIZED REPRESENTATIVE

INSERT MAILING ADDRESS OF ORGANIZATION

t: +1.555.555.5555

e: [info@organization.com](mailto:info@organization.com)

*(Hereinafter referred to as the "Information Provider")*

**WHEREBY IT IS AGREED AS FOLLOWS:**

**BACKGROUND**

- A. The Information Provider and Recipient desire to enter into a Non-Disclosure Agreement with regards to: " \_\_\_\_\_ " as described in a Professional Services Agreement signed by the parties on \_\_\_\_\_ (the "Permitted Purpose").
- B. In connection with the Permitted Purpose, the Recipient may receive certain confidential information (the "Confidential Information").

Initials \_\_\_\_\_

## CONFIDENTIAL INFORMATION

- A. All written and oral information and materials disclosed or provided by the Information Provider to the Recipient under the Agreement is Confidential Information regardless of whether it was provided before or after the date of the Agreement, or how it was provided to the Recipient.
- B. "Confidential Information" means all data and information relating to the Information Provider, including, but not limited to, the following:
- "Client or Member Information" which includes names of clients of the Information Provider and their clients, members of the Information Provider and their client's organization(s), their representatives, all contact information, contracts and their contents and parties, and client or member information;
  - "Business Information" which includes all financial, operational, partner, organizational and like information known directly or indirectly about the Information Provider, provided to the Recipient, whether related or unrelated to any associated agreement(s) in place or related or unrelated to the Permitted Purpose; and,
  - Confidential Information will include any information that has been disclosed by a third party to the Information Provider and is protected by a Non-Disclosure Agreement entered into between the third party and the information provider.
- C. Confidential Information will not include the following information:
- Information that is generally known in the industry of the Information Provider;
  - Information that is now, or subsequently becomes, generally available to the public through no wrongful act of the Recipient;
  - Information that the Recipient rightfully had in their possession prior to receiving the Confidential Information from the Information Provider;
  - Information that is independently created by the Recipient without direct or indirect use of the Confidential Information; or,
  - Information that the recipient rightfully obtains from a third party who has the right to transfer or disclose it.

## CONFIDENTIAL OBLIGATIONS

- A. Except as otherwise provided in this Agreement, the Recipient must keep the Confidential Information confidential.
- B. Except as otherwise provided in this Agreement, the Information Provider agrees to keep the identity of the Recipient confidential.
- C. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the Information Provider and will only be used by the Recipient for the Permitted Purpose. The Recipient will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Information Provider or any of its affiliates or subsidiaries.
- D. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Recipient in this Agreement, and any obligations to provide notice under this Agreement, will survive the expiration or termination, as the case may be, of this Agreement, and those obligations will last indefinitely.
- E. The Recipient may disclose any of the Confidential Information:
  - To such of their employees, agents, representatives and advisors that have a need to know for the Permitted Purpose, provided that:
    - I. The Recipient has informed such personnel of the confidential nature of the Confidential Information;
    - II. Such personnel agree to be legally bound to the same burdens of confidentiality and non-use as the Recipient;
    - III. The Recipient agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and,
    - IV. The Recipient agrees to be responsible for and indemnify the Information Provider for any breach of this Agreement by their personnel.
  - To a third party where the Information Provider has consented in writing to such disclosure; and,
  - To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.
- F. The Recipient agrees to retain all Confidential Information at their usual place of business, and to store all Confidential Information separate from other information

and documents held in the same location. Further, the Confidential Information is not to be used, reproduced, transformed, or stored on a computer or device that is accessible to persons to whom disclosure may not be made, as set out in this Agreement.

#### OWNERSHIP AND TITLE

- A. Nothing contained in this Agreement will grant to, or create, in the Recipient either expressly or impliedly any right, title, interest or license in or to the intellectual property of the Information Provider.

#### REMEDIES

- A. The Recipient agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature, and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and could cause irreparable injury to the Information Provider. Accordingly, the Recipient agrees that the Information Provider is entitled to, in addition to all other rights and remedies available to it by law or in equity, an injunction restraining the Recipient and any agents of the Recipient, from directly or indirectly committing or engaging in any act restricted by the Agreement in relation to the Confidential Information.
- C. All contracts or agreements with the Recipient are entered into in the Province of British Columbia. All disputes, claims, questions or controversies between the parties to the Agreement arising out of or relating to the Agreement shall be referred to and finally resolved by arbitration administered by the Arbitration Act (British Columbia). The number of arbitrators shall be one (1). The legal place and seat of arbitration shall be Victoria, British Columbia. Except as may be necessary to enforce the Agreement to arbitrate or to seek interim measures of protection or to enforce any award, unless the arbitrator otherwise directs the parties shall keep in strictest confidence and shall not disclose to any other person, the fact that an arbitration has been commenced, all evidence presented during the arbitration, and the existence and content of any award. Where there exist multiple and contemporaneous disputes, claims, questions or controversies that are required to be referred to arbitration pursuant to the Agreement or that are required to be referred to arbitration pursuant to any other Agreement among the parties, the

parties consent and agree that all arbitration proceedings concerning such disputes, claims, questions or controversies shall be consolidated and combined into a single arbitration before a single arbitrator who shall, if an arbitrator has already been appointed, be the arbitrator who was first to accept an appointment, unless that arbitrator determines, in his or her sole discretion, that such consolidation and combination is impractical or would result in undue prejudice to any party. Without limitation, the arbitrator shall have the power and jurisdiction to grant statutory relief, provided however that, if it is determined by the arbitrator, or by a court having jurisdiction to make such a determination, that for any reason the arbitrator does not have the power to grant a statutory remedy, nothing in the Agreement to arbitrate shall prevent any party from seeking any statutory remedy from a court of competent jurisdiction.

- D. Should any part of this Agreement be deemed unenforceable in a court of law within the Province of British Columbia, the Agreement as a whole shall be terminated immediately.

#### RETURN OF CONFIDENTIAL INFORMATION

- A. The Recipient will keep track of all Confidential Information provided to them, and the location of such information. The Information Provider may, at any time, request the return of all Confidential Information from the Recipient. Upon the request of the Information Provider, or in the event that the Recipient ceases to require use of the Confidential Information, or upon the expiration or termination of this Agreement, the Recipient will:
- Return all Confidential Information to the Information Provider, and will not retain any copies of such information;
  - Destroy, or have destroyed, all memoranda, notes, reports and other works based on, or derived from, the Recipients review of the Confidential Information; and,
  - Provide notice to the Information Provider that such materials have been destroyed or returned, as the case may be.

#### NOTICES

- A. In the event that the Recipient is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Recipient will give to the

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Information Provider prompt written notice of such request so the Information Provider may seek an appropriate remedy or, alternatively, to waive the Recipients compliance with the provisions of this Agreement in regards to the request.

- B. If the Recipient loses or fails to maintain the confidentiality of any of the Confidential Information in breach of this Agreement, the Recipient will immediately notify the Information Provider and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.
- C. Any notices or delivery required in the Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in regular post, postage pre-paid, to the parties at the addresses (electronic or otherwise) contained in this Agreement, or as the parties may later designate in writing.
- D. The address for any notice to be delivered to any of the parties to the Agreement are as shown in the outset of this Agreement.

#### REPRESENTATIONS

- A. In providing the Confidential Information, the Information Provider certifies that the Confidential Information provided, to the best of their knowledge, meets the adequacy, sufficiency, completeness and correctness requirements of the Recipient.

#### TERMINATION, ASSIGNMENT & AMENDMENTS

- A. All parties reserve the right to terminate this Agreement at any time, with or without cause, by providing the other party one (1) month's written notice thereof. Such notice shall be given on the first (1st) day of any calendar month. All parties reserve the right to terminate this Agreement at any time, with cause. Except as otherwise provided in the Agreement, all rights and obligations under this Agreement will terminate at the time.
- B. Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or in part without the prior written consent of the other party to this Agreement.
- C. This Agreement may only be amended or modified by a written instrument executed by both the Information Provider and the Recipient.

All contracts or agreements with the Recipient are entered into in the Province of British Columbia, with terms and obligations effective internationally in digital and physical form(s).

**THIS AGREEMENT** shall commence on \_\_\_\_\_ and shall serve as a binding contract. The Recipient agrees to provide a copy of the Agreement, fully executed and countersigned, to the Information Provider. The Recipient shall retain the original copy of the Agreement.

**By signing below, the Recipient and the Information Provider acknowledge their understanding of, and their agreement to, the aforementioned terms of the Agreement:**

**WELLESLEY CONSULTING GROUP (WCG) (a division of 1000065 B.C. LTD.)**  
the "Recipient"

\_\_\_\_\_  
c/o INSERT AUTHORIZED REPRESENTATIVE

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
MM DD YYYY

**INSERT NAME OF ORGANIZATION**  
the "Information Provider"

\_\_\_\_\_  
c/o INSERT AUTHORIZED REPRESENTATIVE

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
MM DD YYYY

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