**Non-Disclosure Agreement (NDA)**

This Non-Disclosure Agreement (the "Agreement") is made effective as of the date signed below (the "Effective Date") by and between **Royal LePage du Quartier**, a Quebec-based company, hereinafter referred to as the "Disclosing Party," and the undersigned real estate broker or buyer, hereinafter referred to as the "Receiving Party." The Disclosing Party and the Receiving Party may collectively be referred to as the "Parties" and individually as a "Party."

**1. Purpose**

The Disclosing Party intends to disclose certain confidential and proprietary information to the Receiving Party for the sole purpose of evaluating potential real estate opportunities within Quebec (the "Purpose").

**2. Definition of Confidential Information**

For the purposes of this Agreement, "Confidential Information" means any non-public information disclosed by the Disclosing Party to the Receiving Party, whether in written, oral, electronic, or any other form, including but not limited to:

* Property details
* Financial data
* Property appraisals
* Property history
* Client lists
* Marketing strategies
* Technical information
* Any other information related to the properties disclosed in connection with the Purpose

Confidential Information does not include information that:

1. Is or becomes publicly available through no breach of this Agreement by the Receiving Party;
2. Was known to the Receiving Party prior to disclosure by the Disclosing Party, as evidenced by the Receiving Party's written records;
3. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or
4. Is required to be disclosed by law, court order, or governmental regulation, provided that the Receiving Party gives prompt written notice to the Disclosing Party and cooperates with the Disclosing Party in any attempt to seek a protective order or other appropriate remedy.

**3. Obligations of the Receiving Party**

The Receiving Party agrees to:

1. Hold the Confidential Information in strict confidence and not disclose it to any third party without the prior written consent of the Disclosing Party;
2. Use the Confidential Information solely for the Purpose and not for any other purpose, including but not limited to the Receiving Party’s own benefit or the benefit of any third party;
3. Take all reasonable measures to protect the confidentiality of the Confidential Information, which measures shall be no less than those taken to protect its own confidential and proprietary information;
4. Notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, and cooperate with the Disclosing Party in every reasonable way to regain possession of the Confidential Information and prevent any further unauthorized use or disclosure.

**4. No License**

Nothing in this Agreement is intended to grant the Receiving Party any rights in or to the Confidential Information, except for the limited rights to use the Confidential Information for the Purpose as set forth in this Agreement. No license or conveyance of any intellectual property rights is granted by this Agreement.

**5. Duration of Obligations**

The obligations of the Receiving Party under this Agreement with respect to any Confidential Information shall commence on the Effective Date and shall continue indefinitely, even after the termination or expiration of this Agreement, until such time as the Confidential Information no longer qualifies as confidential or until the Disclosing Party provides written notice releasing the Receiving Party from its obligations under this Agreement.

**6. Return or Destruction of Confidential Information**

Upon the Disclosing Party's written request, the Receiving Party shall promptly return all documents and materials containing Confidential Information, or at the Disclosing Party's option, destroy all such documents and materials and certify in writing that such destruction has been completed.

**7. Governing Law and Jurisdiction**

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Quebec, without regard to its conflicts of laws principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in Quebec, and the Parties hereby consent to the personal jurisdiction and venue therein.

**8. Remedies**

The Receiving Party acknowledges that any actual or threatened breach of this Agreement may cause irreparable harm to the Disclosing Party, for which monetary damages may not be a sufficient remedy. Therefore, in addition to any other remedies available under law, the Disclosing Party shall be entitled to seek injunctive relief to prevent or remedy any breaches or threatened breaches of this Agreement.

**9. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, or understandings of any kind. This Agreement may not be amended or modified except by a written agreement signed by both Parties.

**10. Severability**

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

**11. Waiver**

No waiver by either Party of any breach of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

**12. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

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[Receiving Party’s Signature [Royal LePage du Quartier Signature]

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[Receiving Party’s Name [Authorized Representative]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_