

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF DISTRIBUTOR]
[address]
(the "Distributor")

- and -

[NAME OF CUSTOMER]
[address]
(the "Customer")

WHEREAS:

- A. Distributor is in the business of developing, making, marketing, selling and distributing *[description of products manufactured]*;
- B. Customer has approached Distributor with respect to the manufacture of certain *[products]* described as follows: *[description of customer products]* ("Customer Products") for selected customers of Customer, the identities of which will be disclosed in writing to Distributor by Customer at the time of placing any order for Customer Products ("Customer Clients");
- C. Distributor can arrange for the Distributor of the Customer Products through its relationship with *[name of manufacturer]* ("Manufacturer"), a manufacturer approved by Customer;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1 **Term and Termination** This Agreement shall come into force once it is executed by both parties, provided such execution is completed and faxed copies are exchanged no later than 5:00 p.m. (*city time*) on *[date by which agreement must be signed]*. The term of this Agreement shall expire *[expiry date]*, provided that it may be extended by the parties by written renewal or extension prior to that time. Also, this Agreement may be terminated by either party at any time on thirty (30) days prior written notice to the other party.

2 **Scope of This Agreement** The parties agree that this Agreement is only for the purposes of protecting their confidential information and key relationships. Any agreement between the parties as to orders will be set out in other agreements. Nothing herein shall constitute one party to be the agent, partner or co-venturer of the other with respect to any project or activity. However, this Agreement shall apply to all past, present and future interaction between the parties unless specifically modified or superseded by subsequent written agreement.