

# CONFIDENTIAL INFORMATION EXCHANGE AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

[NAME OF INVENTOR]  
[address]  
(the "Inventor")

- and -

[NAME OF INTERESTED PARTY]  
[address]  
(the "Interested Party")

**WHEREAS:**

- A. Inventor has developed *[description of invention]* known as "*[name of invention / process / etc]*" (the "Invention") which constitutes proprietary information and trade secrets of Inventor.
- B. Interested Party is in the business of *[describe business of interested party]*, and the parties wish to explore areas of potential and mutual interest and benefit in relation to the Invention (the "Opportunity"), which will require the disclosure of particulars of the Invention and Inventor's business plans in relation to same.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set out, Inventor and Interested Party hereby agree as follows:

1. The parties agree that this Agreement is for the purposes of protecting Proprietary Information only. Any agreement between the parties as to joint business activities will be set forth in subsequent written agreements.
2. The term Proprietary Information shall include all information and data furnished by Inventor to Interested Party, whether in oral, written, graphic or machine-readable form, including but not limited to designs, procedures, formulas, discoveries, inventions, improvements, models, templates, samples, prototypes, concepts and ideas, except such information and data as the parties agree in writing is not proprietary or confidential and except information made available to the general public.