

CONFIDENTIAL INFORMATION EXCHANGE AGREEMENT (NEW ZEALAND)

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

BETWEEN:

[NAME OF PRODUCT OWNER]
[address]
(the "Owner")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS:

- A. Owner is the holder of certain rights to the following product: *[description of product]* (the "Product"), which rights constitute proprietary information of Owner.
- B. Interested Party is in the business of *[nature of business of Interested Party]* and the parties wish to explore areas of potential and mutual interest and benefit in relation to the Product (the "Opportunity"), which will require the disclosure of particulars of the Product and Owner's business plans in relation to same.

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. 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 Owner 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.
3. Interested Party agrees:
 - (a) to hold the Proprietary Information received in confidence and not to show or disclose it to any third parties;
 - (b) to use reasonable means, not less than that used to protect its own proprietary information, to safeguard the Proprietary Information;
 - (c) to store the Proprietary Information in a safe place;
 - (d) to limit the use of and access to the Proprietary Information to its bona fide employees or professional advisors whose use or access is necessary to effect the purposes of this Agreement;