**CONFIDENTIAL INFORMATION EXCHANGE AGREEMENT**

This Confidentiality Agreement ("Agreement") is made and effective the [DATE],

**BETWEEN:** [INFORMATION RECEIVER NAME] (the "Receiver"), an individual with his main address located at OR a company organised and existing under the laws of the State/Province of [STATE/PROVINCE], with its head office located at: [COMPLETE ADDRESS]

**AND**: [YOUR COMPANY NAME] (the "Developer"), a company organised and existing under the laws of the State/Province of [STATE/PROVINCE], with its head office located at:[YOUR COMPLETE ADDRESS]

**RECITALS**

**WHEREAS**, Developer is in the business of developing and marketing business software and owns software which provides advanced capabilities and which constitutes proprietary information and a trade secret of Developer ("Software"); and

**WHEREAS**, the parties hereto are desirous of entering into this Agreement based on mutual interest and benefit, including but not limited to the distribution of the Software by the Receiver, and therefore certain proprietary information may be transmitted to Receiver in the form of user documentation, system documentation, functional overview, screen layouts, report layouts, processing flowcharts, and other associated documentation ("Proprietary Information"); and

**WHEREAS,** Receiver desires an opportunity to review and evaluate the Software by consultation with Developer and examining Proprietary Information of Developer and agrees to provide for proper safeguards to protect the Proprietary Information.

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, Developer and Receiver hereby agree as follows:

**1. NO JOINT VENTURE**

The parties hereto agree that this Agreement is for the purposes of protecting proprietary information only. This Agreement does not constitute a joint venture or other such business arrangement; and any agreement between the parties as to joint business activities will be set forth in subsequent written agreements.

**2. DEFINITION OF PROPRIETARY INFORMATION**

The term Proprietary Information shall include all information and data provided by Developer to Receiver, whether in oral, written, graphic or machine-readable form, including but not limited to, designs, procedures, formulae, discoveries, inventions, improvements, concepts, and ideas, except such information and data as the parties agree in writing is not proprietary or confidential. Information made available to the general public shall not be considered to be Proprietary Information.

**3. NON-DISCLOSURE**

Receiver agrees to hold the Proprietary Information received in strict confidence and not to show or disclose it to any third parties. Receiver understands and expressly agrees that it will use reasonable means, not less than that used to protect its own proprietary information, to safeguard the Proprietary Information. it shall store the Proprietary Information in a safe place.

**4. LIMITATION ON ACCESS**

Receiver shall limit the use of and access to the Proprietary Information to its *bona fide* employees whose use or access is necessary to effect the purposes of this Agreement, and shall notify each employee to whom disclosure is made that such disclosure is made in confidence and shall be kept in confidence, and shall enter into appropriate agreements with its employees to protect the confidentiality of the Proprietary Information, Receiver shall be responsible for any use or disclosure of Proprietary Information by any of its employees or agents. Receiver will not show or otherwise disclose the contents of the Proprietary Information to independent contractors or consultants.

**5. REMOVAL OF NOTICES**

Receiver shall not remove any copyright or proprietary rights notice attached to or included in any Proprietary Information furnished by Developer. Receiver shall reproduce all such notices on any copies. All copies made by Receiver shall be also considered as Proprietary Information.

**6. USE OF PROPRIETARY INFORMATION**

The Proprietary Information shall be used by Receiver for the approved purpose only, which shall be evaluation of the Software. it shall not be used in developing like Software either for internal or external use. Receiver shall not make the Proprietary information available for use by or for the benefit of any other party, whether or not for consideration.

**7. RETURN OF PROPRIETARY INFORMATION**

Receiver will return all Proprietary Information in written form, including any copies made, to Developer upon the completion of Receiver's review of the Software or upon request of Developer. The provisions of this Agreement shall remain in full force and effect for a period of five (5) years. The provisions of Articles 2, 3 and 4 of this Agreement shall survive any termination.

**8. INJUNCTIVE RELIEF**

Receiver acknowledges that Developer will be irreparably harmed if Receiver's obligations under this Agreement are not specifically enforced and that Developer would not have an adequate remedy at law in the event of an actual or threatened violation by Receiver of its obligations. Therefore, Receiver agrees that Developer shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Receiver, its employees or agents without the necessity of Developer showing actual damages or that monetary damages would not afford an adequate remedy.

**9. NO ASSIGNMENT**

This Agreement may not be assigned by the Receiver. The obligations of the Receiver under this
Agreement shall not terminate upon any attempted assignment.

**10. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State/Province of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [STATE/PROVINCE] without reference to the principles of conflict of laws. Suit under this Agreement shall only be brought in a court of competent jurisdiction in the state/province of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[STATE/PROVINCE]

**11. SEVERABILITY**

If any part, term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a national, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

**12. ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and with respect to the matter contained herein and supersedes all prior agreements or understandings. This Agreement shall not be modified except in writing.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorised representatives with full rights, power and authority to enter into and perform this Agreement.

**RECEIVER DEVELOPER**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Authorised Signature Authorised Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Print Name and Title Print Name and Title