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## CONFIDENTIALITY AGREEMENT

This Agreement is made as of, \_\_\_\_\_, by and between, \_\_\_\_\_, a resident of, \_\_\_\_\_, (the "Inventor") and Custom Prototypes, a company operating in the Province of Ontario (the "Company").

### Introduction

Inventor has developed \_\_\_\_\_ (the "Product"). The Inventor wishes to disclose the Product to Company for evaluation and prototype fabrication and wants Company to keep Product information confidential.

### Agreement

The Inventor and the Company agree as follows:

1. Inventor will disclose a sample and other information pertaining to the Product for review.
2. All knowledge and information regarding the Product shall be considered confidential, and shall not be disclosed or otherwise used by the Company for a period of two (2) years from this date without written permission from the Inventor.
3. The following information will not be considered confidential:
  - a) Information which at the time of disclosure is in the public domain; or
  - b) Information which after disclosure becomes part of the public domain by publication or otherwise (but confidentiality ceases only after it becomes part of the public domain); or
  - c) Information which Company had in its possession at the time of disclosure; or
  - d) Unsolicited information received by Company subsequent to disclosure
4. The Company does not acquire any rights to Product by this Agreement. The Company is free to use information that is not confidential.
5. The Company agrees that Inventor will suffer serious harm if the Company does not honour the terms of this Agreement.
7. Inventor owns all rights to the Product and has full authority to enter into this Agreement.
8. This Agreement will be governed by Canadian law.

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"Inventor"

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"Company"