

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on the date and indicated when sent.

BETWEEN:

TOY ZONE TRADE SL of C/ Menéndez Valdés, 40 – 2º Dcha, 33202 Gijón – Asturias – Spain (**Toy Zone**) and The Inventor as listed on Toy Zone website Form (“Inventor”)

BACKGROUND

- A. The parties are engaged in discussions regarding a potential business relationship relating to the potential application of the technology/invention described in the Schedule to Toy Zone products.
- B. Confidential information is being disclosed by each party with the understanding that this information is being received in confidence on the following terms and conditions.

THE PARTIES AGREE:

1. **DEFINITIONS:** In this Agreement, unless the context requires otherwise:

“**Affiliate**” means, with respect to any party, any corporation or other legal entity that Controls, is Controlled by or is in common Control with such party.

“**Confidential Information**” means any and all information made available at any time (whether prior to or after the execution of this Agreement), in any form, whether communicated in writing, by computer or orally, and whether directly or indirectly, by Toy Zone or Inventor (“**Disclosing Party**”) or the Disclosing Party’s Affiliates, accountants, auditors, legal counsel or representatives of the Disclosing Party or its Affiliates (including any employees or officers of the Disclosing Party or its Affiliates) to the other party

(“**Recipient**”) and includes, without limitation, information relating to released or unreleased products of Toy Zone or the marketing or promotion of any released or unreleased products of Toy Zone and the Disclosing Party’s business policies or practices.

“**Control**” means:

- (a) ownership, directly or indirectly, of more than 50% of the voting securities of the applicable party; or
- (b) possession of actual power to direct the business and affairs of the applicable party, whether through contract, ownership rights or otherwise.



“Notes” means all notes, summaries and other material made or derived in whole or in part from inspection or evaluation of any portion, extract or copy of any part of the Confidential Information by or on behalf of the Recipient.

2. CONFIDENTIALITY

2.1 The Recipient covenants and agrees

- (1) to maintain the confidentiality of the Confidential Information and the Notes on the terms of this Agreement;
- (2) to only disclose the Confidential Information and the Notes to the officers, employees and professional advisors of the Recipient who are required to receive and consider the Confidential Information and the Notes only for the purpose mentioned in clause 3 (**Permitted Persons**);
- (3) to clearly mark all written Confidential Information and Notes as subject to the terms of this Agreement;
- (4) not to use or allow the use of, for any purpose, any portion of the Confidential Information or the Notes except for the purpose mentioned in clause 3;
- (5) not to disclose or allow disclosure to any person other than a Permitted Person the purpose or fact of the investigation by Recipient, that the Confidential Information has been made available to the Recipient or that the Recipient has inspected any portion of the Confidential Information; and
- (6) not to make or allow copies of or extracts of all or any part of the Confidential Information without the prior written consent of the Disclosing Party

3. PURPOSE

The Recipient covenants and agrees that the Confidential Information will be provided to it and used for the purpose only of assisting it in its independent inquiries into, and independent assessment of, the technology/invention described in the Schedule for its application to Toy Zone products.

4. ONGOING OBLIGATION

- 4.1. The obligation of confidentiality imposed by this Agreement shall remain in effect on an ongoing basis

Page 2/3

5. ACKNOWLEDGEMENT



Inventor understands and agrees that Toy Zone may develop or receive information that is inadvertently similar to the Confidential Information and Toy Zone will be under no obligation or limitation in respect of the use of that information. Nothing in this Agreement shall be construed as affecting or limiting the business activities (including future activities) of Toy Zone including any such activities which may be competitive with the business of the Inventor.

5. PERSONAL INFORMATION

5.1 Without limiting any other provision of this Deed, the parties must, comply with applicable privacy legislation in all respects including without limitation:

1. use personal information it obtains from the other party only for the Purpose. Personal Information provided under this Agreement is deemed Confidential Information;
- (7) provide any required notices and obtain any necessary consents associated with any personal information it obtains from the other party;
- (8) take reasonable steps to protect the personal information it holds from misuse and loss and from unauthorized access, modification or disclosure; and
- (9) ensure that all of its officers, employees and approved subcontractors are aware of and comply with their obligations under the Act.

6. GOVERNING LAW AND JURISDICTION

- 6.1 This Agreement shall be governed by Spain's Laws and the parties here agreed to submit to the jurisdiction of the Spain's Court.
- 6.2 Spain laws may govern the use of Confidential Information. Each party agrees to comply with all such applicable laws.

EXECUTED as an **AGREEMENT**

