



CONTRACTOR CONFIDENTIAL INFORMATION, TRADE DRESS & NON-DISCLOSURE AGREEMENT

PARTIES: The Parties to this Agreement are:

Hazz Design Consulting, Inc.
"Company"

"Contractor" Employee/Affiliate

GENERAL: Under this Agreement, disclosures of Confidential Information will be made by:

COMPANY & COMPANY'S CLIENT(S) and MEMBERS with all being referred to as "Client(s)" in this Agreement.

SCOPE LIMITATIONS: _____

INDEPENDENT CONTRACTOR STATUS:

Contractor shall at all times be an independent contractor of Hazz Design, and not an agent or corporate representative of Client with regard to performance of the contracted services. As such, Contractor shall not be authorized to enter into any contract or commitment on behalf of Client or incur any liability or obligation for Client without prior written consent or joint contracture with Hazz Design.

TRADE DRESS:

- A. During the course of, or incident to, the performance of the duties required by the Company and its Client, the Contractor recognizes that he will have access to and become acquainted with Confidential Information of the Company and its Client, including, without limitation, the Client's business plans, overseas sources, product designs, financial information, marketing strategies, product compositions, sales accounts, distributors, pricing, costs, and other concepts and ideas in and related to its business (hereinafter referred to as the "Confidential Information").
- B. The Contractor shall not disclose, during or after this agreement and any renewal thereto, Confidential Information to any other person, firm, or entity, at any time. Notwithstanding the foregoing, the Contractor may disclose Confidential Information to any person authorized in writing by the Client to receive such information. The Contractor shall not utilize any Confidential Information or any derivative thereof for his own benefit or any other person or entity, other than the Client.
- C. The Contractor shall not make copies of any document or other material concerning Confidential Information except to the extent reasonably necessary to perform the duties required. The Contractor shall not publish in any manner any Confidential Information, it being understood that such documentation and other material is the sole property of the Client.
- D. It is the responsibility of the Contractor to inform the Company and its Client if there is any present or potential conflict of interest between designs created by the Contractor with others who have done business with him and a product program the Client is developing to submit to the same retail account.
- E. The Contractor also agrees that, for a period of 18 months following termination of this agreement, the Contractor shall not offer design services relative to Scope to any of the Client's competitors.
- F. During the course of, or incident to, the performance of the duties hereunder, the Contractor will at all times carefully protect any trade secret or confidential business information belonging to any and all past employers and that the Company instructs the Contractor not to reveal any such information to the Company or its Client at anytime.

- G. If the Contractor is requested in any proceeding or by any legal process to disclose any Confidential Information, it will give the Company and its Client prompt notice of such a request so that it may seek an appropriate protective order. If in the absence of a protective order, the Contractor is compelled to disclose Confidential Information, he may disclose such information provided that he gives the Company and its Client advance notice that information will be disclosed and using best efforts to obtain assurances that confidential treatment will be accorded to such information.

EXCLUSIVITY:

- A. All designs, plans, drawings, research and other writings the Contractor creates at the direct written request of the Client and for the Client within the specified Scope shall become property of the Client.
- B. The Contractor agrees to aid the Company and the Client in developing patents and/or other intellectual property rights relative to the requested designs developed by the Contractor for the Client. The Contractor shall not claim or make claim to any such patent or other intellectual property rights within the Scope and related to those requested designs at any time.

PERMITTED USE:

- A. Once any or all confidential information, designs or design information becomes publicly disclosed by: (a) being in the public domain through no fault of, or violation of law or breach of agreement by the Contractor; (b) demonstration by the Contractor that it was lawfully obtained and contained in written records of the Contractor prior to receipt; or (c) the Contractor lawfully obtaining from a third party under circumstances permitting its lawful use and disclosure; then the Contractor will have the limited use rights to use any design information or images in their resume or portfolio. Additionally, any variation on the publicly disclosed image, writing, or representation may be used as long the Client, Company, or its other Contractors have not copyrighted or is subject to licensing fees for the use of those representations.

MISCELLANEOUS:

- A. This agreement embodies and reflects the entire agreement among the parties relating to both the subject matter of this agreement, the Scope and the transactions contemplated hereby.
- B. No supplement, modification or amendment of this agreement shall be binding unless executed in writing by the Company and the Contractor.
- C. This agreement shall be governed and construed under California law. The parties hereto consent and submit to the exclusive jurisdiction of the superior courts of the State of California for San Diego County with respect to any actions or proceedings brought against any party hereto arising out of or relating to this agreement, and the parties waive any claim of lack of venue or of forum non conveniens.
- D. In any action or proceeding brought hereunder by any Party to enforce the terms of this agreement, the prevailing Party in such matter shall be entitled to recover from the other Party to such action or proceeding any and all costs and expenses so incurred in enforcing the terms herein, including, but not limited to, reasonable attorney's fees.
- E. The representations, covenants and warranties of the Contractor in this Agreement, will remain in effect for the entire time the Contractor is employed or engaged by the Company for the Client. Trade Dress requirements will survive this agreement until the information becomes publicly available or date on which the applicable statute of limitation expires.

THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT AS OF THE DATE BELOW:

HAZZ DESIGN CONSULTING, INC.:

CONTRACTOR EMPLOYEE/AFFILIATE:

Signature: _____

Signature: _____

Name: Tracy Leigh Hazzard

Name: _____

Title: President & CEO

Title: _____

Date: _____

Date: _____