



## MUTUAL NON-DISCLOSURE AGREEMENT

Both Parties hereby agree to hold these rights and all disclosed **Confidential Information** (as defined below) in confidence until such time as the Confidential Information becomes Excluded Information. Both parties agree not to disclose, duplicate, communicate or transmit Confidential Information to any person outside of the parties except as is necessary in the ordinary course of providing **Project/Product Evaluation** per any contracted service, including but not limited to communicating with affiliated sourcing team or factories. In all such cases, all efforts will be taken to mark information as confidential and note the ownership of the Confidential Information.

Confidential Information is defined as all trade secrets, proprietary and confidential information of either party and its affiliates, including, without limitation, licensing partners and licensees of whatever nature, in whatever medium, whether now or hereafter developed, owned or acquired, including but not limited to designs, patents, trademarks, trade names and service marks, financial information and any and all other information, knowledge, data or ideas that may be received from and or disclosed by one of the parties, including but not limited to such information, data and knowledge developed or obtained by or on behalf of either party relating to, used in connection with or useful to any party's designs, businesses, ventures, research, investigations or activities, including but not limited to all discoveries, ideas, inventions, methods, improvements, concepts, developments, methods, designs, drawings, works, processes, know-how, computer programs, internal policies and procedures, suppliers, customers, contacts, prospects, financial information, business records, marketing practices, agreements and contracts, and any papers labeled "secret," "confidential."

**Excluded Information** means any information: (a) which at the time of receipt is in the public domain through no fault of, or violation of law or breach of agreement; (b) which can demonstrate has lawfully obtained and was contained in written records of the undersigned prior to receipt; or (c) which has lawfully obtained from a third party under circumstances permitting its lawful disclosure and use.

All Confidential Information shall remain the property of the original owner. Nothing contained in this Agreement shall be construed as a license or agreement granting or implying any rights to the undersigned with respect to any Confidential Information or a continued contractual relationship with Hazz Design.

This agreement may not be modified nor may any provision be waived unless set forth in writing signed by an authorized representative of Hazz Design. The laws of the State of California shall govern this Agreement and the interpretation hereof, and the courts of the State of California, U.S.A. shall be the proper venue and have jurisdiction for any disputes arising hereunder.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of \_\_\_\_\_.

UNDERSIGNED :

ACKNOWLEDGED BY:

Company: \_\_\_\_\_

Hazz Design

Signed By Authorized Representative:

By:

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: President & CEO