



NON-DISCLOSURE AGREEMENT

This Agreement is made by and between 4Kidz, Inc., a Connecticut corporation having an office at, 700 Fairfield Avenue, Stamford, CT 069002 ("Company") and _____
_____ having its offices at: _____
_____ ("Originator").

WHEREAS, the Originator has developed a product, the description of which is attached hereto as Exhibit A ("Item"); and

WHEREAS, Company desires that Originator disclose Item to it for the purpose of permitting Company to evaluate Item with a view to opening negotiations to obtain a license to manufacture and sell Item; and

WHEREAS, Originator is willing to make such disclosure to Company subject to the terms and conditions described herein, NOW THEREFORE, in consideration of the mutual promises contained herein, Company and Originator hereby agree as follows:

1. Originator agrees to disclose Item to Company for the purpose of permitting Company to evaluate Item with a view to opening negotiations to obtain a license to manufacture and sell Item.
2. Company will not disclose Item or information relating to Item to anyone except employees, consultants, or agents of Company and then only for the purpose of supplying sufficient information to Company about Item to enable Company to proceed further with its evaluation of Item and negotiations for said license. Company further agrees that anyone to whom Item is disclosed by Company shall be informed of the confidential nature of the disclosure and shall agree to maintain such confidence.
3. Company shall not use any of the information disclosed to it hereunder produce Item until a further agreement is reached with Originator.
4. Company shall not be prevented by *this* Agreement from producing or selling any product heretofore sold by Company or any product in the development or planning stage as of the date this Agreement is signed, or any product disclosed in any heretofore issued US Letters Patent or otherwise known to Company and not subject to a confidentiality obligation.
5. The terms of the preceding Section 4 releasing under certain conditions the obligation of Company to hold the disclosures hereunder in confidence does not, however, constitute a waiver by Originator of any patent or other intellectual property or other rights which Originator may have as an individual or any licensee thereof, may be against Company.

4Kidz, Inc.

700 Fairfield Avenue • Stamford • CT • 06902

Tel: 203.327.7949 • Fax: 203.327.4663 • www.4kidzinc.com



6. The provisions of this Agreement shall expire three (3) years from the date set forth below.

7. Company shall deliver to Originator any and all documents, models, and other material and information relating to Item in the possession of Company, including any such materials delivered to Company by Originator, on the earlier to occur on such date as Originator may demand from Company.

8. Company hereby represents and warrants to Originator that the person who signs this Agreement on behalf of Company is the duly authorized representative of Company having full power and authority to bind Company and that upon such signature, this Agreement shall constitute the legal, valid and binding obligation of Company.

9: No license or any other right under any patents, patent applications, design patents or registration, copyrights, or any other proprietary right is granted by this Agreement or by any disclosure made under this Agreement.

On and behalf of ORIGINATOR:

X

Signature

X

Name / Title

X

Date

On and behalf of COMPANY:

Signature

Kenneth Lewis / President

Name / Title

Date

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Exhibit "A"

ITEM NAME: _____

ITEM DESCRIPTION:

ENTER DESCRIPTION HERE

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