

PLAID HAT GAMES

NON-DISCLOSURE AGREEMENT

"Recipient's" Full Company or Individual Name: _____

Recipient's Address: _____

"Effective Date": _____

This Non-Disclosure Agreement ("Agreement") is made and entered into as of the Effective Date by and between Plaid Hat Games LLC, ("PHG") and Recipient. In consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Confidential Information

- (a) "Confidential Information" means nonpublic information that PHG designates as being confidential or which, under the circumstances surrounding disclosure, would be reasonably considered confidential, "Confidential Information" includes, without limitation, information in tangible or intangible form relating to released or unreleased products, product samples, printed documents, marketing or promotional plans or items, business policies or practices, prospective licensees, game designs, rules, playing strategies, inventions, formula, trade secret, process research, technical data, software, financial information, price, cost, employee list, customer, vendor or supplier lists, and information received from third parties that PHG is obligated to treat as confidential. Confidential Information also includes any such information related to PHG's Affiliates. The term "Recipient" includes any Affiliates of Recipient. And "affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, including but not limited to parents and subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a party.
- (b) "Confidential Information" shall not include: (i) any information that is or subsequently becomes available to the public other than as a result of a disclosure by Recipient or any of its employees or representatives; (ii) any information that was available to Recipient on a non-confidential basis prior to the disclosure thereof; (iii) any non-confidential information that became known to Recipient from a source other than by breach of an obligation of confidentiality owed to PHG; or (iv) any information that is independently developed by Recipient.

2. Recipient's Obligations

- (a) Recipient will keep strictly confidential all Confidential Information in its possession, however and whenever obtained. The Confidential Information is to be used for the sole purpose of evaluating a business relationship between the parties, and as may be required to perform such business relationship.

- (b) Recipient will take reasonable security precautions to keep confidential the Confidential Information, and such precautions shall be no less stringent with respect to protecting such Confidential Information as it takes to protect its own most confidential information.
- (c) Confidential Information may be disclosed, reproduced, summarized or distributed only in pursuance of Recipient's actual use of such Confidential Information as allowed under this Agreement.
- (d) Recipient will not, directly or indirectly, disclose or make available any Confidential Information to any third person or entity, or any employee, director, officer or agent of Recipient, in whole or part, or use such Confidential Information on its own or any third party's behalf, except in direct relation to its evaluation, negotiation or performance of the aforementioned business relationship.
- (e) Recipient may disclose Confidential Information in accordance with valid judicial or other governmental orders, provided Recipient shall give PHG reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent issued on behalf of PHG.
- (f) Recipient may disclose Confidential Information only to its employees and consultants on a need-to-know basis so long as such employees and consultants have executed appropriate written agreements with Recipient sufficient to enable them to comply with all the provisions of this Agreement.

3. Rights and Remedies

- (a) Recipient will notify PHG immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Recipient, and will cooperate with PHG in every reasonable way to help PHG regain possession of the Confidential Information and prevent its further unauthorized use.
- (b) Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that PHG shall be entitled, without waiving any other rights or remedies, to immediate and permanent injunctive or equitable relief.

4. Miscellaneous

- (a) All Confidential Information is and shall remain the property of PHG. By disclosing information to Recipient, PHG does not grant any express or implied right to Recipient to or under PHG's patents, copyrights, trademarks, or trade secret information. Further, the delivery and disclosure of Confidential Information does not constitute a license permitting Recipient to use said Confidential Information for any purpose other than those described herein.
- (b) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior discussions between them as Confidential Information. It shall be modified except by a written agreement dated subsequent to the Effective Date and signed by both parties.
- (c) None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provisions(s) or of the same provision on

another occasion. If any provisions of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

- (d) This Agreement shall be constructed and controlled by the laws of the State of Ohio. If PHG is required to enforce its rights hereunder in a court of competent jurisdiction, Recipient agrees to reimburse PHG all costs and expenses of such litigation, including reasonable attorneys' fees and court costs.
- (e) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (f) Except as expressly provided herein, all obligations created by this Agreement shall survive for the longer of two (2) years after (i) termination of the parties' business relationship or (ii) the date that PHG first discloses such Confidential Information to Recipient.
- (g) This Agreement may be executed in counterparts or by facsimile or other digital means, each of which shall be an original, but all of which together shall constitute one agreement.

Plaid Hat Games:

Signature: _____

Printed Name: _____

Title: _____

Recipient:

Signature: _____

Printed Name: _____

Title: _____