

CONFIDENTIAL PRODUCT DISCLOSURE AGREEMENT

AGREEMENT made and entered into effective as of _____ (the “effective date”), by and between PARENTS OF INVENTION, LLC, a California limited liability company, and _____, a _____ [type of entity] (“Disclosing Party”).

STATEMENT

PARENTS OF INVENTION is engaged in the business of importation, manufacture, marketing, and wholesale sale and distribution of infant and juvenile products; and

PARENTS OF INVENTION is considering entering into a business arrangement (“the Proposed Transaction”) with Disclosing Party, whereby it would manufacture the Disclosing Party’s products, subject to mutually-agreed upon terms and conditions. To that end, Disclosing Party has agreed to disclose certain confidential information and proprietary concepts (collectively known as the “Concepts”) to PARENTS OF INVENTION and the same shall be deemed to be disclosed and received subject to all terms and conditions of this CONFIDENTIAL PRODUCT DISCLOSURE AGREEMENT. A short description of the Concepts is attached hereto as Attachment “A.”

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Concepts are and shall at all times remain the sole and exclusive property of Disclosing Party and PARENTS OF INVENTION acknowledges that the concepts are confidential and proprietary with Disclosing Party.
2. All Concepts disclosed by Disclosing Party to PARENTS OF INVENTION were and are disclosed solely for the purpose of evaluating the Proposed Transaction, and for no other purpose whatsoever. PARENTS OF INVENTION shall not make any use whatsoever of any of the Concepts except in connection with the evaluation of the Proposed Transaction, and in concluding a final binding agreement with Disclosing Party governing the terms and conditions of the Proposed Transaction.
3. PARENTS OF INVENTION and any employees or agents, including but not limited to all persons who are privy to this disclosure of Concepts, agree to keep the concepts confidential. PARENTS OF INVENTION and all such employees and agents will not use, disclose, or make reference to any of the Concepts, directly or indirectly, expressly or inadvertently for any for any other purpose or in connection with the manufacture or sale of any products other than pursuant to the terms and conditions of the Proposed Transaction. PARENTS OF INVENTION will not make any disclosure whatsoever without the prior written consent and participation of Disclosing Party. PARENTS OF INVENTION’s obligation hereunder shall be in effect for a period ending two years from the effective date.
4. The parties are entering into this agreement for purposes of evaluation only and

by executing this agreement PARENTS OF INVENTION shall be under no obligation to manufacture, distribute or otherwise make use of the Concepts.

5. PARENTS OF INVENTION shall be under no obligation to keep confidential any of the Concepts that:

- (a) is or shall have been known to PARENTS OF INVENTION as evidenced by PARENTS OF INVENTION 'S written records, before receipt thereof from Disclosing Party;
- (b) is disclosed to PARENTS OF INVENTION in good faith by a third party who has a right to make such disclosure;
- (c) is or shall hereafter become a part of the public domain through no fault of PARENTS OF INVENTION; or,
- (d) is already available to PARENTS OF INVENTION from its Product Development Group.

6. This agreement shall be considered to be made and entered into in California and for all purposes, governed be and construed in accordance with the laws of the State of California. This Agreement represents the entree agreement between parties as to the Concepts, and may not be deemed varied or amended other than by a subsequent writing signed by both parties.

IN WITNESS WHEREOF, this Agreement was executed in duplicate originals, as of the Effective Date.

“Disclosing Party”:

By: _____
(name and title)

PARENTS OF INVENTION, LLC

By: _____

CONCEPTS

[Short Description of Idea]
