

# Product Development Non-Disclosure Agreement

This Product Development Non-Disclosure Agreement (the “Agreement”) is entered into by and between \_\_\_\_\_ (Simply Charming Studio) (“Product Developer”) and \_\_\_\_\_ (“Receiving Party”) and is effective DD.MM.YYYY. The parties agree to enter into a confidential relationship with respect to preventing the unauthorized disclosure of certain proprietary and confidential information (the “Confidential Information”), as defined below.

## 1. Product Development

Product Developer is in the business of developing goods and services for commercialization (collectively referred to as the “Product”). Receiving Party wishes to contract with Product Developer — for example, by contributing to the product’s creation, evaluation, testing, marketing, manufacture or sales. In order for the parties to work together, the disclosure of Confidential Information (as defined below) may be necessary.

## 2. Definition of Confidential Information

For purposes of this Agreement, “Confidential Information” shall include all information or material related to the Product that has or could have commercial value or other utility in the business which Product Developer is engaged and which is not known by competitors. This includes but is not limited to product designs, information or data relating to all innovations developed or owned by Product Developer, as well as information in a pending patent, trademark or copyright application, confidential know-how connected with a patent or application, or innovations or strategies that may become the basis of a patent, trademark or copyright application. In the event that Confidential Information is in written form, the Product Developer shall label or stamp the materials with the word “Confidential” or some similar warning.

## 3. Obligations of Receiving Party

The Receiving Party shall hold and maintain the Confidential Information of the other party in strictest confidence for the sole and exclusive benefit of the Product Developer. The Receiving Party shall carefully restrict access to any such Confidential Information to persons bound by this Agreement, only on a need-to-know basis. The Receiving Party shall not, without prior written approval of the Product Developer, use for the Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Product Developer, any of the Confidential Information. The Receiving Party shall return to Product Developer any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to the Confidential Information immediately on the written request of Product Developer.

## 4. Exclusions From Confidential Information

Receiving Party's obligations under this Agreement shall not extend to information that is (a) publicly known at the time of disclosure under this Agreement or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party prior to the time of disclosure by Product Developer; or (c) otherwise learned

by the Receiving Party through legitimate means other than from the Product Developer or anyone connected with the Product Developer. 5. Term

This Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until whichever of the following occurs first: (a) Product Developer sends Receiving Party written notice releasing it from this Agreement, or (b) Confidential Information disclosed under this Agreement ceases to be confidential.

#### 5. All Rights Granted to the Receiving Party

This Agreement constitutes a grant or an intention or commitment to grant any right, developed Product, innovations, ideas, intellectual property, or the Confidential Information, to Receiving Party.

#### 6. General Provisions

- (a) Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
- (b) Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
- (c) Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.
- (d) Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- (e) Injunctive Relief. Any misappropriation of Confidential Information in violation of this Agreement may cause Product Developer irreparable harm, the amount of which may be difficult to ascertain, and therefore Receiving Party agrees that Product Developer shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Product Developer deems appropriate. This right of Product Developer is to be in addition to the remedies otherwise available to Product Developer.
- (f) Attorney Fees and Expenses. In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.
- (g) Governing Law. This Agreement shall be governed in accordance with the laws of the country of the "Receiving Party".

This is the last page of the agreement, where both parties shall sign and confirm all of the above stated.

Product Developer:

Signature:

Date:

Receiving Party:

Signature:

Date: