CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

It is understood and agreed to that the below identified discloser of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under copyright and/or trademark and/or patent and/or trade secret laws, it is agreed that,

1. The Confidential Information to be disclosed can be described as and includes:

Ideas, drawings and/or illustrations, copyrightable ideas, patentable ideas, trade secrets, Invention description(s), technical and business information relating to Discloser's proprietary ideas and inventions patent searches, existing and/or contemplated products and services, research and development, software, schematics, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure. That the secrecy and non-competition obligations of The Recipient shall continue for an indefinite period of time from the date hereof in. The obligations of The Recipient are worldwide.

- 2. The Recipient shall use the Confidential Information only for the purpose of evaluating potential business and investment relationships with Discloser. The Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members, employees and/or independent contractors (collectively referred to as "affiliates") having a need to know. The Recipient and affiliates will not disclose the confidential information obtained from the discloser unless required to do so by law. The Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.
- 3. This Agreement imposes no obligation upon The Recipient with respect to any Confidential Information that is or becomes a matter of public knowledge through no fault of The Recipient.
- 4. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by both parties.
- 5. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
- 6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information:
Name: Alfred Zhang
Company: Shandong Peach Town Toys & Gifts Co., Ltd
Title: Manager
Address: Changcheng Town, Zhucheng City, Shandong Province, China
City, State & Zip: Shandong Province, China 266000
Signature:
Date: March 15, 2020
Discloser of Confidential Information:
Name:
Company:
Title: Owner
Address:
City, State & Zip:
Signature:
Date: April 28, 2019