

CONFIDENTIALITY

AND

NON-DISCLOSURE

AGREEMENT

BETWEEN

[_____]

AND

[Brandstatues]

THIS AGREEMENT DATED

BETWEEN

1) _____
(_____) (hereinafter referred to as the "Disclosing Party")

- and -

2) Brandstatues (Shanghai) Co., Ltd. / brandstatues.com (Department of Design and Intellectual Property) (hereinafter referred to as the "Recipient")

BACKGROUND

The Disclosing party have devised an Plush toy/doll image ("the Concept"), [The intellectual property rights of this image("the Concept")are solely the property of the disclosing party.This includes the idea of providing the idea by the disclosing party and entrusting the recipient to the agent design in the form of a fee. The intellectual property rights of these images ("the Concept")are also owned by the disclosure party.]The disclosing party provides the Recipient with more detailed data in this image, and entrusts the Recipient to produce samples and mass-produce the entire batch of goods.

In the course of discussions between the Disclosing Party and the Recipient it will be necessary to disclose to the Recipient certain information in any form of a confidential nature relating to the Concept ("the Confidential Information- which shall mean any and all information, whether oral, written, graphic or in machine-readable form"). In this connection, the following additional terms and conditions will apply:

1. The Recipient shall not without the Disclosing Party prior written consent for a period of five years from the date of this agreement disclose any of the Confidential Information to any third party, except such of the Recipient's employees as may be necessary for the purposes of the Recipients dealings with the Disclosing Party, nor use any of the Confidential Information for any purpose, commercial or otherwise, other than in connection with the Recipient's dealings with the Disclosing Party.
2. The Recipient shall ensure that any of the Recipients employees to whom any of the Confidential Information is disclosed take all reasonable measures to preserve the confidential status of the Confidential Information.
3. The Recipient agrees to retain the Confidential Information of the Disclosing Party in confidence and to exercise towards it at least the same degree of care and protection that it takes to safeguard its own confidential information.
4. The Recipient shall ensure that the Confidential Information is not disclosed to any subsidiary companies or subcontractors.

5. The Recipient agrees to use the Confidential Information solely for the mutual benefit of the Disclosing Party and the Recipient in furtherance of the Concept, as specifically approved by the Disclosing Party.
6. At the Disclosing Party's request the Recipient shall return to the Disclosing Party all documents or other things in the Recipients possession which embody any part of the Confidential Information.
7. The Confidential Information of the Disclosing Party whether capable of being copyrighted, patented, or otherwise registered at law, or not, is for the purpose of this Agreement acknowledged by the Recipient as being the sole property of the Disclosing Party.
8. Nothing in this Agreement shall be construed as granting to the Recipient any rights by licence or otherwise, express or implied, to or in any of the Disclosing Party's patents, non-patent inventions or other intellectual property. No representation or warrant is made by the Disclosing Party with respect to information disclosed.
9. The obligations set out above shall not apply to any information
 - a) which the Recipient can demonstrate was in the Recipient's possession prior to its disclosure by the Disclosing Party to the Recipient; or
 - b) which comes into the public domain other than in consequence of any act or omission on the Recipient's part.
10. The obligations of Recipient respect to the agreement are worldwide.

IN WITNESS WHEREOF: this Agreement has been signed by each of the Parties hereto. Both sides stamped and signed into effect.

Brandstatues (Shanghai) Co., Ltd. (Recipient)

By:

Signature Jerry Huang **Date:** _____

Title: general manager of Brandstatues (Shanghai) Co., Ltd. / brandstatues.com

(Disclosing Party)

By:

Signature _____ **Date:** _____

Title:

Please return via email.