

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made this _ _ day of _____, 202() between Design Sharpener LLC Company, and _____ individually referred to as ("Party") and collectively referred to as ("Parties").

Whereas, the Parties hereto intend to enter into discussions concerning the possibility of entering into an agreement relating to the design, development, production, sale and marketing of a specific new product ("Proposed Transaction"); and

Whereas, in the course of such discussions the Parties will disclose to each other certain confidential information, trade secrets, supplier information, or proprietary information ("Information") relating to their business affairs.

Therefore, as a condition to furnishing Information to each other and in consideration of the mutual promises herein contained, the Parties agree as follows:

1. Neither Party shall disclose Information furnished to it pursuant to this Agreement without the prior written consent of the disclosing Party other than to its authorized officers, directors and employees to whom the receiving Party needs to disclose the Information for the sole purpose of evaluation, negotiation or consummation of the Proposed Transaction (those that receive the Information from either Party shall be collectively known as "Authorized Representatives"). All Information disclosed to the Authorized Representatives shall be held in trust and shall be treated by the Authorized Representatives and Party as confidential and proprietary and shall be used only for the purpose set forth above and for no other purpose. The Information shall not be disclosed to any employee or authorized agent of either Party unless they agree to be bound by the terms of this Agreement.
2. All Information furnished by either Party pursuant to this Agreement shall be returned to the other Party immediately upon receipt of a written request from the other Party and no abstracts, notes or copies shall be retained.
3. Each Party shall use reasonable efforts to furnish the other Party with relevant and reliable Information under this Agreement. Notwithstanding the foregoing, neither Party makes any representation or warranty as to the accuracy or completeness of such Information, and neither Party shall have any liability to the other Party or it's Authorized Representatives with regard to the accuracy and completeness of such Information.
4. This Agreement shall bind and inure to the benefit of the Parties, and to their officers, employees, directors, affiliates, subsidiaries and assigns.
5. "Information" shall not be considered proprietary or confidential under the following circumstances:
(a) the Information is or may become generally available to the public through no fault or negligence of the receiving party.
6. Each Party shall be entitled to an injunction restraining the other Party from actual or threatened disclosure, in whole or in part, or from any unauthorized use of the Information. Notwithstanding the foregoing, nothing contained herein shall be construed as prohibiting either Party from pursuing any other remedies available to such Party. The provisions of this Paragraph shall survive the termination of this Agreement.
7. This Agreement shall be governed according to the laws of Colorado without regard to Conflict of Law rules or principles.
8. This Agreement shall not be binding and effective until signed by both Parties.

9. It is understood and agreed by Client that by providing technical consultation to Client's patent counsel, Design Sharpener is not representing or warranting patent freedom to operate. Client agrees to hold Design Sharpener harmless and to defend it against any allegation of patent infringement.
10. Client understands and agrees that notwithstanding the foregoing, it is Client's responsibility to obtain, as appropriate, regulatory and/or patent advice from a qualified professional having expertise in those subject areas. For avoidance of doubt, except as specifically enumerated in this Section, Design Sharpener makes no warranties, express or implied, or representations with respect to the Product(s). Accordingly, nothing in this agreement shall be construed as creating an implied warranty of merchantability, fitness for a particular purpose, compliance with applicable regulations, and/or non-infringement of a third part patent.
11. The opinions provided by Design Sharpener Studios are for informational purposes only and financial decisions should not be based off of any advice or opinions expressed by the company. You should contact your attorney to obtain advice with respect to any particular issue or problem. The opinions expressed by Design Sharpener are the opinions of the company and may not reflect the opinions of any other person, firm or any individual attorney.

This Agreement shall commence on the date first set forth above and is executed on the date set forth below.

Signed: _____

Name: Kyle Cunniff

Title: Designer

Company: Design Sharpener LLC

Date _____

Signed: _____

Name: _____

Title: _____

Company: _____

Date _____