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1. **Definition.** "Confidential Information" means non-public information, trade secrets, designs, renderings, drawings, artist impressions and conceptual designs, technical data or know-how belonging to RooJack Studios LLC including, without limitation RooJack Studios LLC blueprints, drawings, renderings, specifications and other documents (whether in tangible or electronic form), samples, models, business models, prototypes, designs, renderings, drawings, artists impressions and conceptual designs or styles of whatever nature and/or any technology, research, products (existing, new, improved or envisioned), developments, inventions, manufacturing processes, production techniques, purchasing, accounting, assembly, distribution, engineering, pricing, marketing, merchandising, sales and/or advertising and promotional support by RooJack Studios LLC as well as any discoveries, concepts and ideas, whether patent or not, processes, methods, formulas and techniques (as well as improvements thereof or know-how related to) concerning any present or future prospect or activities of RooJack Studios LLC which is delivered, disclosed or revealed in any way by RooJack Studios LLC to the "Recipient" in any manner including writings, drawings, orally, by other media, or observed by "Recipient" under circumstances where disclosure ought to be treated as confidential, or otherwise. In addition, certain artwork, artistic styles and/or designs produced or displayed to the "Recipient" while at RooJack Studios LLC or through any interaction with RooJack Studios LLC are considered Confidential Information and is protected against disclosure, as those terms are more fully described in paragraph 3, by "Recipient". Confidential Information of RooJack Studios LLC shall include Feedback as provided in paragraph 7.

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2. **Exclusions.** Confidential Information shall not include any information, however designated, that (i) is or subsequently becomes publicly available without breach of this Agreement by "Recipient" or persons or entities to whom disclosure is rightfully made to pursuant to paragraph 3; (ii) is known by "Recipient" prior to disclosure by RooJack Studios LLC pursuant to this Agreement as evidenced by the "Recipient"'s written records created prior to such receipt of the information from RooJack Studios LLC; (iii) is received by the "Recipient" in good faith from a third party lawfully In possession of the information and having no obligation to maintain the confidentiality thereof; or (iv) is independently developed by the "Recipient" through persons or entities who had no access to the information, as evidenced by their written records. Further, "Recipient" my disclose Confidential information pursuant to a judicial or other governmental order or as required by law, provided that "Recipient" provides RooJack Studios LLC as much advance notice of the possibility of such disclosure as practical under the circumstances in order to allow RooJack Studios LLC a reasonable opportunity to attempt to stop such disclosure or seek a protective order concerning the disclosure, and "Recipient" undertakes reasonable efforts to maintain the confidentiality and non-disclosure of the information.



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3. **Non-Disclosure.** "Recipient" agrees that it will not disclose, reveal, copy, use, exploit, sell, market, license, appropriate or make available, in any manner or form, any portion of the Confidential Information, to any person, any entity, including, without limitation, any Governmental agency including the Army & Air Force Exchange Service (AAFES), Navy Exchange, or organizations, including any U.S. Government Agencies identified within this Agreement, other than to "Recipient"'s own officers, directors, employees or agents; provided (i) such disclosure and access ins on a need-to-know and confidential basis in furtherance of this Agreement; (ii) the "Recipient" of such disclosure has been advised of and is familiar with the terms of this Agreement and lawfully bound in a written document to obligations of confidentiality, non-disclosure and limited use which are consistent with and no less protective than those set forth in this Agreement and, if requested by RooJack Studios LLC "Recipient" will cause each such person or entity to execute and deliver to RooJack Studios LLC a confidentiality agreement similar hereto; (iii) "Recipient" is responsible and liable to RooJack Studios LLC for any breach of said obligations by the "Recipient", and (iv) the "Recipient" is not a direct competitor of RooJack Studios LLC Further, "Recipient" will take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential or trade secret information, but no less than reasonable care, to keep confidential RooJack Studios LLC Confidential Information. The existence of this Agreement shall be considered confidential and shall be accorded the same protection as Confidential Information.

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4. **Notification; Relief.** "Recipient" will notify RooJack Studios LLC immediately of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by "Recipient", its officers, directors, employees, or agents and will cooperate with RooJack Studios LLC in every reasonable way to help RooJack Studios LLC regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. "Recipient" acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure or use of Confidential Information and that RooJack Studios LLC shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may deemed proper by a court of competent jurisdiction. "Recipient" shall allow RooJack Studios LLC to conduct reasonable inspections during normal business hours to verify that "Recipient" is performing its obligations under this Agreement.

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5. **Return of Confidential Information; Termination; Survival.** "Recipient" shall at its sole cost and expense, at RooJack Studios LLC. request, return all originals, copies, reproductions and summaries and remove from its computer systems all electronic copies of Confidential Information and all other tangible materials and devices provided to "Recipient" as Confidential Information, or at RooJack Studios LLC. option, certify destruction of the same. Either party may terminate this Agreement with or without cause, on 30 days prior written notice to the other, provided that "Recipient"'s obligations relating to the Confidential Information shall survive the return or destruction of the Confidential Information and the termination of the parties' business relationship.



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6. **Ownership.** All Confidential Information is and shall remain at all times the exclusive property of RooJack Studios LLC "Recipient" shall not take any actions inconsistent therewith. By disclosing Confidential Information to "Recipient", RooJack Studios LLC does not grant any express or implied right or license to "Recipient" to or under any patents, copyrights, trademarks, trade names, trade secrets, feedback or otherwise, nor consent to the use of any Confidential Information even if it becomes public knowledge through any improper act or omission by or on behalf of "Recipient". RooJack Studios LLC reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, trade names or trade secrets.

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7.a - **Feedback.** "Recipient" may from time to time provide to RooJack Studios LLC suggestions or services in furtherance of this Agreement or related to the confidential information, including without limitation, analyzing, refining, modifying and improving product concepts, initiating new product ideas, creating new product aesthetics, creating new functional product features, enhancing business models, as well as or other information ("Feedback").

- 7.b - The parties agree that all Feedback is and shall be given entirely voluntarily. Feedback that may be subject to the protection as intellectual property and that is conceived by "Recipient" in connection with performance of services or manufacture of product for RooJack Studios LLC and that is based upon RooJack Studios LLC Confidential Information, shall be treated as the Confidential Information of RooJack Studios LLC and covered by this Agreement as "Proprietary Feedback". All and only Proprietary Feedback shall be considered as "work made for hire" under applicable law for the benefit of RooJack Studios LLC and covered by this Agreement, excluding Feedback that falls within an exception set forth in paragraph 2 (which, nonetheless, shall be deemed voluntarily disclosed). Feedback, even if treated or designated as confidential by "Recipient", or covered by an exception under paragraph 2, shall not, absent a separate written agreement, create any confidentiality obligation for RooJack Studios LLC "Recipient" represents that it has the unrestricted right to disclose any Feedback, free of all claims of third parties, and that such disclosure is not in violation of any secrecy agreement with any third party.
- 7.c - RooJack Studios LLC shall be free to use, disclose, reproduce, license, or otherwise distribute and exploit the feedback, as RooJack Studios LLC sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise, except as provided in a separate subsequent written agreement between the parties. "Recipient" hereby assigns, and will cause its agents to assign to RooJack, LLC. all right title and interest in all and only the Proprietary Feedback, including without limitation, all patents, registrations, and copyrights, and agrees to execute or have executed any documentation necessary to ensure that such rights arise in RooJack Studios LLC Notwithstanding the foregoing and if demonstrated by the "Recipient"'s written records, all Feedback developed by the "Recipient" prior to the Effective Date of this Agreement and all Feedback (other than proprietary Feedback) developed solely by the "Recipient" during or after the term of this agreement without violation of the provisions of this Agreement, is the property of the "Recipient", subject to RooJack Studios LLC right to use such feedback as set forth in this paragraph 7.



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8. **Future Arrangements.** *The parties are independent of each other and nothing in this Agreement shall be deemed to constitute a joint venture, partnership, agency or any other arrangement between the parties. RooJack Studios LLC has no obligation to enter into any further arrangement with the "Recipient" relative to the Confidential Information or any other matter. Further, the terms of this Agreement shall not be construed as limiting RooJack Studios LLC right to independently develop or acquire products, the right to enter into transaction with third parties, whether or not such efforts or transactions include products that are competitive with the products, goods or services provided by "Recipient" covered by this Agreement.*

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9. **Conflicts of Interest.** *"Recipient" represents that it has advised RooJack Studios LLC in writing prior to the Effective Date of any relationship with third parties that would present a conflict of interest with "Recipient"'s business relationship with RooJack Studios LLC or which would prevent "Recipient" from carrying out the terms of this Agreement, or which would present a significant opportunity for the disclosure of RooJack Studios LLC Confidential Information. "Recipient" will advise RooJack Studios LLC of any such relationships that arise during the term of this Agreement.*

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10. **Government Information.** *RooJack Studios LLC and "Recipient" agree that from time-to-time, certain work performed and/or disclosed or that is the subject of this agreement is intended for use by and for the United States Government, the U.S. Department of Defense, U.S. Department of Homeland Security, and/or their affiliate agencies, organizations, including but not limited to U.S. Navy, U.S. Air Force, U.S. Coast Guard, U.S. Army and/or U.S. Marine Corps including any of their constituent units, collectively hereafter referred to as the "United States Government". Consistent with the requirements and/or for the United States Government, "Recipient" specifically agrees that it will refrain from and prohibit the disclosure of any "CONFIDENTIAL"/"SECRET" AND/OR "EYES ONLY" information that may be disclosed to it or otherwise used by it in the performance of services for RooJack Studios LLC on any related United States Government work or services. Additionally, pursuant to this Non-Disclosure Agreement and as specifically stated herein, "Recipient" shall indemnify, protect and defend RooJack Studios LLC against any allegations, costs and or expenses as a result of "Recipient"'s unauthorized or improper disclosure of any United States Government confidential information that may be covered by this agreement.*



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11. Miscellaneous. *This Arrangement sets forth the entire agreement and understanding between the parties with respect to the subject matter and supersedes all prior discussions, commitments, agreements, arrangements and understandings of any nature between the parties with respect to the subject matter, provided that any validly existing and binding confidentiality agreement executed by the parties prior to the Effective Date of this Agreement will remain in existence and apply in accordance with its terms to applicable disclosures by the parties made prior to the Effective date of this Agreement and all subsequent disclosures by the parties shall be subject to the terms and conditions of this agreement absent a separate written agreement executed by the parties after the Effective date of this agreement. This agreement may not be modified except by written agreement dated subsequent to the Effective date and signed by both parties. None of the provisions of this Agreement shall be deemed waived by any act or acquiescence by RooJack Studios LLC but only by a writing signed by authorized representatives of both parties, and no waiver of any provision when given shall constitute a waiver of any other provision or the same provision on another occasion. In the event any provision of this Agreement is determined to be invalid, the invalidity will not affect the validity of the remaining provisions, and the parties agree to substitute for the invalid provision, a provision that most closely approximates the intent and economic effect of the invalid proviso. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns, provided, however, that "Recipient" may not assign the Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or part, without the prior written approval of RooJack Studios LLC This Agreement shall be governed by and construed under the laws of the State of Ohio, the Commonwealth of Virginia and the State of North Carolina and the parties agree that all disputes arising under or relating to this Agreement shall be within the exclusive jurisdiction of the state, commonwealth and/or federal courts located within Ohio, Virginia or North Carolina and "Recipient" hereby consents to such exclusive jurisdiction and venue.*

IN WITNESS WHEREOF, the undersigned duly authorized representatives or officers of their respective parties have caused this Agreement to be executed as of the Effective Date noted above.

RooJack Studios LLC

"Recipient": _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____