

# NON-DISCLOSURE/NON-COMPETE AGREEMENT

This agreement is made as of the \_\_\_ day of \_\_\_ 2018, by and between:

**THE CLIENT** \_\_\_\_\_ and Beverly Hills Teddy Bear Company (BHTB)

This Agreement shall govern the conditions of disclosure by client to BHTB of certain "Confidential Information" such as trade secrets, business processes, manufacturing processes, business plans, inventions, techniques, data of any kind, photographs, drawings, customer lists, financial statements, sales data, proprietary business information of any sort, research or development projects or results, tests, and / or any nonpublic information which concerns the business, operations, ideas or plans of a party to this Agreement conveyed to the other party by any format or means including, but not limited to, written, typed, magnetic, or orally transmitted, relating to the concept named introduced by client.

With regard to the Confidential Information, Beverly Hills Teddy Bear hereby agrees:

1. Not to use the information therein except for evaluating its interest in entering a business relationship with client, based on the concept.
2. To safeguard the information against disclosure to others with the same degree of care as exercised with its own information of a similar nature.
3. Not to disclose the information to others, without the express written permission of client except that:
  - a. which Beverly Hills Teddy Bear can demonstrate by written records was previously known;
  - b. which are now, or become in the future, public knowledge other than through acts or omissions of Beverly Hills Teddy Bear;
  - c. which are lawfully obtained by Beverly Hills Teddy Bear from sources independent of client;
4. That Beverly Hills Teddy Bear shall not directly or indirectly acquire any interest in, or design, create, or compete, sell or otherwise deal with any service or product, containing, based upon or derived from the information provided by client, except as may be expressly agreed to in writing by client.
5. That the secrecy and non competition obligations of Beverly Hills Teddy Bear with respect to the information shall continue for an indefinite period of time from the date hereof in. The obligations of Beverly Hills Teddy Bear with respect to the information are worldwide.

IN WITNESS WHEREOF the Parties have hereunto executed this Agreement as of the day and year first above written.

Beverly Hills Teddy Bear Co. (BHTB)

By:

Signature     *Jamie Emmick*    

Title: Project Manager

Client

By:

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Please return via email or fax (661) 257-3424