

MISFIT STUDIOS NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the AGREEMENT) is made this _____ day of _____, the year _____, between _____, (the PARTICIPANT), located at _____ and Misfit Studios.

- 1. INTRODUCTION.** The PARTICIPANT and Misfit Studios intend to engage in discussions, during the course of which the PARTICIPANT may create, have access to or receive information from Misfit Studios, including, but not limited to, information relating to products or marketing, financial, creative, administrative, or manufacturing activities whether created or disclosed orally or otherwise, shall be considered by the PARTICIPANT as proprietary and confidential (the PROPRIETARY INFORMATION.)
- 2. NONDISCLOSURE.** As consideration for having access to or receiving any PROPRIETARY INFORMATION, the PARTICIPANT agrees to protect the confidentiality of the PROPRIETARY INFORMATION, and shall not disclose or disseminate, or permit any employee or associate to disclose or disseminate, the PROPRIETARY INFORMATION to any third party without Misfit Studios prior written consent. Should the PARTICIPANT be a corporation, it shall be permitted to disclose PROPRIETARY INFORMATION only to the limited group of PARTICIPANT's employees on an AS NEEDED basis to further the goals of the business discussions between the two companies. In no event, shall the PARTICIPANT use the PROPRIETARY INFORMATION for its own benefit or the benefit of any third party. The undertakings and obligations of the PARTICIPANT under this paragraph (2) shall not apply to any information which the PARTICIPANT can establish to have; (i) become publicly known through no action on the PARTICIPANT's part, or (ii) been known by the PARTICIPANT prior to receipt from Misfit Studios.
- 3. RETURN OF PROPRIETARY INFORMATION.** Upon termination of any business discussion or relationship between the PARTICIPANT and Misfit Studios, or at Misfit Studios request, the PARTICIPANT shall deliver all files, documents, and other media (and all copies and reproductions of any of the foregoing) in its possession or control which pertain to PROPRIETARY INFORMATION.
- 4.** Further, PARTICIPANT agrees that it shall not use any advantages derivable from such information in its own business or affairs, unless the same is pursuant to an agreement with Misfit Studios.
- 5.** The obligation of non-disclosure shall terminate when if any of the following occurs:
 - (a) The confidential information becomes known to the public without the fault of the PARTICIPANT, or;
 - (b) The information is disclosed publicly by Misfit Studios, or;
 - (c) The information loses its status as confidential through no fault of the party receiving disclosure.

INITIALS: _____



MISFIT STUDIOS
41 Trinnell Blvd
Toronto, On
M1L 1S4

6. MISCELLANEOUS PROVISION. This AGREEMENT constitutes the entire AGREEMENT and understanding between the parties and integrates all prior discussions between them related to the subject matter hereof. No amendment to this AGREEMENT shall be valid unless it is in writing and signed by both parties. This AGREEMENT shall be binding upon the legal guardians, respective heirs, successors and assigns of the parties hereto. No delay or omission by either party in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right. In the event that any term or provision of this AGREEMENT shall be deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, such court shall have the power, and is hereby directed, to limit such scope, duration or area of applicability, or all of them, so that such term or provision is not overly broad, and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this AGREEMENT shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this AGREEMENT. The termination of any discussions, relationship, understanding or agreement between the parties for whatever reason shall not relieve the PARTICIPANT from its obligations hereunder.

The PARTICIPANT (print) or Legal Guardian if under age of 18

E-Mail

Signature



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