



Binkley Toys Inc.
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New York, NY 10007
USA

Binkley Toys Inc.
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NON-DISCLOSURE AGREEMENT

This Agreement ("Agreement") is entered into by;

Date: _____

Name: _____

Company: _____ ("Disclosing Party")

Address: _____

City/State: _____

Phone: _____

Fax: _____

And Binkley Toys Inc. having a principal place of business at 130 Church Street #398, New York, NY 10007. (Receiving Party").

WHEREAS Disclosing Party, prior to entering into this Agreement, owns Confidential Information, as defined below; and

WHEREAS, the parties are engaged in discussions concerning possible business and financial relationships and in connection therewith the parties wish to evaluate certain information relating to the business, operations and technology of the other party; and

WHEREAS, the party's desire to enter into this Non-disclosure Agreement to ensure that any Confidential Information that may be disclosed during or pursuant to such discussions will be protected from misappropriation and not used except in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties hereby agree to the following terms and conditions:

1. Definitions:

1.1 "Effective Date" means – the date listed above.

- 1.2 Disclosing Party” means a party providing or furnishing access to such party’s Confidential Information.
- 1.3 Receiving Party” means a party receiving Confidential Information or to whom access to such Confidential Information is permitted from a Disclosing Party.
- 1.4 Confidential Information” means and includes any and all:
 - 1.4.1 trade secrets concerning the business and affairs of the Disclosing Party, product specifications, data, know-how, compositions, processes, designs, sketches, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures (and related processes, formulae, composition, improvements, devices, processes, know-how, inventions, discoveries, concepts, ideas, designs, methods and information), and any other information, however, documented that is a trade secret; and

2. Confidential and Proprietary Nature of the Information

- 2.1 Each Party acknowledges the confidential and proprietary nature of the Confidential Information shall hold and keep the same as provided in this Agreement, and otherwise shall comply with each and every restriction and obligation in this Agreement.

3. Obligations with respect to Confidential Information

- 3.1 Non-disclosure. Receiving Party shall limit access to Disclosing Party’s Confidential Information solely to those persons or entities to whom such disclosure is necessary to perform the stated purposes of evaluation of such Confidential Information, and who are subject to an agreement which binds such party to the provisions of this Agreement.
- 3.2 Violations. A Receiving Party shall immediately notify the Disclosing Party of any information indicating an actual or threatened violation of any of the provisions of this Article.

4. Ownership of Confidential Information.

- 4.1 Disclosing Party retains all right, title and interest in all Confidential Information disclosed by such party under this Agreement and all improvements and modifications made thereto by such party.

5. Exceptions

- 5.1 None of the foregoing obligations and restrictions apply to that part of the Confidential Information of Disclosing Party that Receiving Party demonstrates (a) is or becomes generally available to the public through no wrongful act of any person or entity; (b) is or becomes available to Receiving Party from another source on a non-confidential basis, but only if obtained without violation of an obligation of non-disclosure, and without breach of this Agreement; (c) was independently developed without any use or reference to another party's Confidential Information and without violation of an obligation of nondisclosure;

6. General Provisions.

- 6.1 Governing law, Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of New York, USA, without reference to conflict of laws principles. This Agreement is entered into and to be performed in the State of New York , USA, and any action or proceeding seeking to enforce any provision of, or based on any right arising out of this Agreement, including, but not limited to Injunctive Relief as set forth in Paragraph 6.3 below, shall be the courts of the State of New York and each of the parties consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
- 6.2 Warranty of Authority. Each party warrants and represents that such party has the full and necessary authority to bind the party so represented by such party's signature to all terms and conditions of this Agreement, and that the party so represented is fully capable of performing all terms and conditions of this Agreement.
- 6.3 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties related to the subject matter hereof, and supersedes all previous communications, proposals, representations and agreements, whether oral or written, relating hereto. This Agreement can only be modified by written agreement by the parties.
- 6.4 The signature page (page 4) if signed, is adequate and completes this Non-Disclosure Agreement when sent by fax, email, courier or post.

Signature Page

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed on its behalf and delivered to the other parties.

Disclosing Party :

Receiving Party:

Print Name: _____

Name: Binkley Toys Inc.

Electronically Signed: Yes

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____