

www.GiddyUpRides.com

1528 Highland Ave, Duarte, CA 91010 U.S.A

T: 888-800-3133 x 1 F: 888-800-3133

Non-Disclosure Agreement/Confidentiality

It is understood and agreed to that www.GiddyUpRides.com (“Plush Animal Amusement gliders”) and the signee (“Recipient”) would like to exchange certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. The confidential information to be disclosed by www.GiddyUpRides.com under this Agreement (“Confidential Information”) can be described as and includes technical and business information relating to www.GiddyUpRides.com proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.
2. Recipient shall use the Confidential Information only for the purpose of evaluating potential business and investment relationships with Animal Rides.
3. Recipient shall limit disclosure of Confidential Information within its own organization and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of www.GiddyUpRides.com .
4. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.
5. Both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.
6. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party’s decision to use or rely on any information exchanged under this Agreement.
7. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that www.GiddyUpRides.com shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no

specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

8. This Agreement is made under and shall be construed according to the laws of the State of California. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of California

9. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient:

Date: _____

Signature

Print Name & title:

Company name:

Company address: