

CONTINUOUS NON-DISCLOSURE AGREEMENT MULTIPLE TOY PRODUCTS

UNDERSIGNED:

1. Mkwadraat B.V. operating under the name of LaunchThis, a company having its registered office at Kea Boumanstraat 106, 1095 MA, Amsterdam, The Netherlands and registered in the Trade Register of the Chamber of Commerce under number 63550288 ("**Providing Party**"); and
2. Lansay France S.A., a company having its registered office at 112 Quaide Bezons, 95100, Argenteuil, France and registered in the Trade Register of the Chamber of Commerce under number _____ ("**Receiving Party**").

also referred to below individually as **Party** and jointly as **Parties**,

WHEREAS:

- The Providing Party wishes to provide information to the Receiving Party, and this information is considered confidential by the Providing Party;
- The Providing Party wishes to provide this information to the Receiving Party to investigate whether a cooperation to develop/manufacture/launch a product is possible between parties. (the "**Purpose**"); and
- The Parties wish to record in this agreement the terms and conditions under which within the scope of the purpose as laid down in this agreement, the Providing Party will provide information and the Receiving Party will receive this information.

DECLARE TO HAVE AGREED AS FOLLOWS:

Article 1 - Information

The following definition apply in this agreement:

Information means all information relating to multiple toy, game & puzzle products and other information which meets all of the following requirements: the information is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question.

Article 2 - Rights and obligations

1. With due observance of article 2 paragraph 2 and 3 the Receiving Party hereby undertakes to observe strict confidentiality in respect of the Information, and to refrain from disclosing or using the Information without the prior written consent of the Providing Party.
2. The obligations contained in article 2 paragraph 1 do not apply if and to the extent that:
 - a. The Information received from the Providing Party has already been acquired by the Receiving Party at the time it was provided and the Receiving Party acquired it lawfully;
 - b. The information received from the Providing Party is also provided to the Receiving Party by a third party that (i) acquired the Information lawfully; (ii) is not in breach of a confidentiality agreement or any other duty to maintain secrecy of the Information; and (iii) is not in breach of a contractual or any other duty to limit the use of the Information;
 - c. The Information is used or disclosed in order to protect a legitimate interest recognized by or pursuant to law or regulation;
 - d. The Information is acquired by the Receiving Party through independent discovery or creation;
 - e. the Information is provided to an employee or a professional adviser of the Receiving Party; or
 - f. this is required or permitted by or pursuant to legislation or regulations or is ordered by a competent authority.

3. The Receiving Party undertakes to treat the Information with care and in an appropriate manner, and will store the Information in a safe place and protect it from theft, loss, damage and/or unauthorized access, including access via electronic means, whereby the state of technology will be leading and the costs associated with taking security measures are not unreasonable.
4. The Receiving Party will not use the Information for any purpose other than the Purpose.
5. In the event parts of the Information are public or have been made public, this does not terminate the duty of confidentiality with respect to the Information in its entirety.
6. The Parties will treat the existence of this agreement, its contents and all conversations held between the Parties, with confidentiality and will refrain from disclosing all or part of it to third parties.

Article 3 - Duration and termination

1. This agreement enters into force on the day that it is signed by every Party.
2. The obligation of the Receiving Party to strict non-disclosure of the Information continues to apply, without restriction, after the terminations of discussions/negotiations or any other form of communication between Providing Party and Receiving Party, or after termination of this agreement for any reason whatsoever.
3. After the end of this agreement, regardless of the reason and subject to any legal limitations, the Receiving Party will, at the Providing Party's first request, immediately and at its own expense:
 - a. return or destroy all the documents that contain Information to the Providing Party without retaining copies of such;
 - b. destroy all the documents that have been drawn up on the basis of the Information without keeping any copies of these, including reports, analyses, minutes and/or correspondence; and
 - c. permanently delete all Information stored electronically on the relevant data carrier, or to the extent it is not possible to permanently delete information on the data carrier, to destroy the data carrier.
4. Immediately after it has satisfied the obligations recorded in article 3 paragraph 3 the Receiving Party will send a confirmation of this in writing to the Providing Party.

Article 4 - Property

The Providing Party has and will retain ownership to its Information and all the rights thereto. Receiving Party cannot derive from any provision of this agreement any right of ownership, authority to use or any other right relating to the Information and no provision of this agreement can be interpreted as such.

Article 5 - Assignment

Receiving Party is not entitled to transfer his rights and obligations under this agreement to a third party, unless he has got prior written consent of the Providing Party.

Article 6 - Invalid provisions

If at any time a provision of this agreement is wholly or partially invalid or unenforceable under the applicable legislation and regulations, the other provisions or parts of the provisions of this agreement will continue to apply. The Parties will negotiate in good faith to replace the provision in question with a valid and enforceable provision that differs as little as possible from the original provision in light of the purpose and scope of this agreement.

Article 7 - Amendments

This agreement may only be amended or altered by a written instrument signed by duly authorized representatives on behalf of the respective Parties hereto.

Article 8 - Governing law and jurisdiction

1. This agreement and the agreements concluded in the performance of or in connection with this agreement, and any non-contractual obligations arising thereto, are governed by and will be interpreted in accordance with Dutch law.

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2. All disputes related to this agreement, or the agreements concluded in the performance of or in connection with this agreement, will be submitted exclusively to the competent court of Amsterdam.

In witness whereof, the Parties have entered into this agreement on 15 Januari 2019.

Party 1
Lansay France S.A.



Nigel Dye
Head of Product Development

Party 2
Mkwadraat B.V.



Alexander Meuwese
Director