

Recipient developed independently without Discloser's Information. If any state or federal legal process requires Recipient to disclose Discloser's Information, Recipient shall notify Discloser reasonably in advance so Discloser, at its expense, may contest disclosure or seek a protective order.

9. This Agreement imposes no obligation on a party to exchange Information or to purchase, sell, license, transfer or otherwise make use of any technology, services or products based on the Information, and no such obligation shall arise unless and until the parties execute a definitive agreement relating thereto. No party acquires any intellectual property rights hereunder except the limited rights needed to carry out the promises set forth. Nothing herein shall be construed as granting or conferring any rights by license or otherwise in any Information. Subject to this Agreement's obligations, no party will be precluded from independently developing technology, pursuing business opportunities similar to those covered hereby, or assigning or reassigning the job responsibilities of its employees.
10. Discloser warrants its right to disclose its Information. Notwithstanding the foregoing, all Information shall be provided "AS IS" and without any express or implied warranties or representations whatsoever. If Discloser is a public company, Recipient shall comply with all laws regarding use of Discloser's non-public Information.
11. Damages for improper disclosure of Information may be irreparable; therefore, the injured party may seek equitable relief, including injunctive relief, in addition to all other remedies, provided that no such proceedings shall be sought on an ex parte basis. The prevailing party in such a dispute shall be entitled to recover from the other party its costs and expenses, including reasonable fees of attorneys and other advisors.
12. For one (1) year from the Effective Date, each party agrees not to employ or solicit for itself or anyone else, any employee of the other party, its subsidiaries and affiliates. This Agreement shall not preclude the hiring of any employee of one party who (i) contacts the other party on his/her own and without the other party's initiative; (ii) began discussions of possible employment with the other party prior to the Effective Date; (iii) responds to a general employment advertisement by the other party; or (iv) is referred to the other party by an employment agency or other similar entity, provided the other party did not instruct the agency or entity to solicit the employee.
13. Discloser may enforce the rights and obligations herein against all Recipients. Either party's failure to insist in any instance upon strict performance by the other party of any of the terms herein shall not be construed as a waiver of any continuing duty or subsequent failure to perform or delay in performance of any term hereof.
14. This Agreement may be signed, delivered, and/or stored by facsimile or electronic means and in counterparts, each of which is deemed an original and all of which are this one Agreement. The rule of construction that ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement. If any provision hereof is held invalid, the remaining provisions shall remain in effect.
15. Pennsylvania law shall govern interpretation and enforcement of this Agreement, regardless of conflict of laws principles. IF A DISPUTE ARISES, THE PARTIES WILL: (a) RESOLVE ALL DISPUTES BY BINDING ARBITRATION HELD IN PHILADELPHIA COUNTY, PA BEFORE A SINGLE ARBITRATOR FROM JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. ("JAMS"); AND (b) WAIVE ANY RIGHT TO CIVIL TRIAL BY JUDGE OR JURY. Notwithstanding the foregoing, all claims alleging violation of restrictive covenants, mishandling of Information, or transgression of intellectual property rights, shall be subject to the exclusive jurisdiction of Pennsylvania courts (state and federal) in Philadelphia, PA. Before accepting appointment, the arbitrator shall agree: (a) that the arbitrator's award shall be made within nine (9) months of filing a notice of intention (or demand) to arbitrate (but it may be extended by written agreement of the parties); (b) to base any decision or award on governing law; (c) to not award punitive or other damages that are not measured by the prevailing party's actual damages, except as may be required by statute; and (d) to issue a written award within ten (10) days of concluding the presentation of evidence and briefs. Judgment may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. The parties hereto are independent contractors. This Agreement creates no agency or partnership relationship and is not assignable or transferable without the prior written consent of the other party hereto. The signatories below represent that they have full authority to enter into this Agreement.

_____ (“Participant”)

Signature: _____

Name: _____

Title: _____

Address: _____

City, State, Zip: _____

Wicked Cool Toys Holdings, LLC (“WC”)

Signature: Michael Rinzler

Name: **Michael Rinzler**

Title: **Co-President/Founding Partner**

Address: **10 Canal Street, Suite 327**

City, State, Zip: **Bristol, PA 19007**

Name: Alexander Meuwese

Position/Authority: Director, Owner

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E sander@launchthis.eu

Company Name: Mkwadmaat B.V. (operating under the name of LaunchThis)

Address: Kea Boumanstraat 106, 1095 MA Amsterdam, The Netherlands

Chamber of Commerce: 63550288

Product: Multiple products

Effective Date/Date of Signature: 1 March 2019

Signature:

