

Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is effective as of the date the participant submits his/her board game idea via email or via the submission form on the website www.12-cats.com. This Non-Disclosure Agreement is concluded between:

- Each PARTICIPANT disclosing his/her idea (the "Disclosing Party") whose data (first name, last name and email) he/she have to provide when sending his/her idea and,
- 12 CATS LLC, with address: 7901 4th ST N, STE 300, St. Petersburg, 33702, FL, USA ("Receiving Party")

for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all information or material that the Disclosing Party provides to the Receiving Party in this Board Game Idea Contest. Confidential information is in written form, as the Disclosing Party sends the information via email or via the website submission form.

Exclusions from Confidential Information

Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) information disclosed by the Disclosing Party to third parties; (d) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (e) is disclosed by Receiving Party with Disclosing Party's prior written approval.

Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

Time Periods

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a

Confidential Information or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

Integration

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may be amended only in a writing signed by both parties.

Waiver

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

Signatures

Disclosing Party

Every participant, by submitting his/her board game idea, declares that he/she accepts the terms of this Agreement and agrees to its provisions. A participant's signature is not required for the given document to be valid. When Disclosing Party sends his/her idea to the Receiving Party, this is the act of signing this agreement.

Receiving party

By:  

Tihomira Tacheva, CEO 12 CATS LLC