



Hampton Direct

CONFIDENTIAL DISCLOSURE AGREEMENT

Hampton Direct, Inc.
291 Hurricane Lane
Williston, VT 05495

Participant: _____
Address: _____
City/State/Zip: _____
Phone/Cell: _____
Fax: _____
Email: _____
Website: _____

Effective Date: _____

Expiration Date: One (1) year from Effective Date

In order to protect certain confidential information, Hampton Direct, Inc. and its corporate affiliates (“HD”), and the “Participant” identified above, agree that:

- 1. Disclosing Party: The party disclosing confidential information (“Discloser”) is both parties.
- 2. Primary Representative: Each party’s representative for coordinating disclosure or receipt of confidential information is:

Hampton Direct, Inc.: Pierre Heroux
Participant: _____

- 3. Description of Confidential Information: The confidential information disclosed under this Agreement is described as:

Documents, drawings, prototype(s), model(s), sales data, marketing data and/or any other miscellaneous materials pertaining to: _____

- 4. Use of Confidential Information: The party receiving confidential information (“Recipient”) shall make use of the confidential information only for the following purpose:

Evaluating and assessing the above noted product(s)

- 5. Confidentiality Period: Recipient’s duty to hold confidential information in confidence expires on the expiration date, as noted above.
- 6. Term/Disclosure Period: This Agreement has a term that extends between the Effective Date and the Expiration Date, as noted above.
- 7. Disclosure Requirements: Recipient may disclose confidential information, on a need-to-know basis only, to: (a) its employees, (b) employees of its parent and subsidiary companies or affiliates, (c)



its legal counsel, and (d) anyone else only with Discloser's prior written consent. Before disclosure to any of the above parties identified in (a), (b), (c) and (d), Recipient agrees to have an agreement with such party requiring such party to treat confidential information in accordance with this Agreement. Recipient may disclose confidential information to the extent required by law. Recipient, however, must give Discloser prior notice and make a reasonable effort to obtain a protective order.

8. Standard of Care: Recipient shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the confidential information as Recipient uses to protect its own confidential information of a like nature.
9. Marking: Recipient's obligations shall only extend to confidential information that is described in paragraph 3, and that: (a) comprises specific materials individually listed in paragraph 3; or (b) is marked as confidential at the time of disclosure; or (c) is unmarked (e.g., orally or visually disclosed) but treated as confidential at the time of disclosure, and is designated as confidential in a written memorandum sent to Recipient's primary representative within thirty days of disclosure, summarizing the confidential information sufficiently for identification.
10. Exclusions: This Agreement imposes no obligation upon Recipient with respect to information that: (a) was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party with a duty of confidentiality; (d) is disclosed by Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by Recipient; (f) is disclosed under operation of law; or (g) is disclosed by Recipient with Discloser's prior written approval.
11. Warranty: Each Discloser warrants that it has the right to make the disclosures under this Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS".
12. Rights: Neither party acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the purposes set forth in paragraph 4. This Agreement shall not restrict reassignment of Recipient's employees.

Miscellaneous

13. Any terms of this Agreement, which by their nature survive, beyond its termination remain in effect until fulfilled and apply to respective successors and assigns.
14. Each of the parties hereto agree that Discloser is not responsible for any damages arising out of use of confidential information, and has no duty to disclose changes, errors in, or corrections to disclosed confidential information. This Agreement imposes no obligation on either party to purchase, sell, license, transfer or otherwise dispose of any technology, services or products.



- 15. HD shall not be liable for any damage or loss occurring during evaluation and testing of any of the Participant's models or prototypes. The parties understand there is a risk that any model or prototype of Participant may not be returned in the same condition as it was when received or that any such model or prototype may be misplaced or lost.
- 16. Both parties shall adhere to all applicable laws, regulations and rules relating to the export of technical data, and shall not export or re-export any technical data, any products received from Discloser, or the direct product of such technical data to any prescribed country listed in such applicable laws, regulations and rules unless properly authorized.
- 17. This Agreement does not create any agency or partnership relationship.
- 18. Neither this Agreement, nor rights or obligations hereunder, may be assigned by either party without prior written approval by the other party. Any attempt to do so is void.
- 19. This Agreement is the complete agreement regarding this transaction and replaces any prior oral or written communications between the parties. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.
- 20. This Agreement is made under, and shall be construed according to, the laws of the State of Vermont, United States of America applicable to contracts made, accepted, and performed wholly within Vermont, without application of principles of conflicts of laws. This agreement may be enforced only in federal courts having jurisdiction in the State of Vermont, and the parties hereby agree that such courts shall have venue and exclusive subject matter and personal jurisdiction.

By signing below for our respective entities, each of us agrees to the terms of this Agreement. Once signed, (a) any reproduction of this Agreement made by reliable means (i.e., photocopy or facsimile) is considered a duplicate original, and (b) all disclosures made under this Agreement are subject to such a reproduction.

Please tell us how you heard of Hampton Direct, Inc.: _____

Accepted and Agreed to:
HAMPTON DIRECT, INC.

Accepted and Agreed to:

By: _____

By: _____

Name: Pierre Heroux

Name: _____

Dated: _____

Dated: _____