MATTEL
CONFIDENTIALITY AGREEMENT

[print name of Company] (“Company”) hereby agree as follows: During the 2017 calendar year, Company would like to be admitted to the Mattel Showrooms for the Fall 2018 Toy Fair, to be held between September 25 through September 29, 2017, at the Mattel Offices in El Segundo, California (the “Mattel Toy Fair”). Over the course of the 2017 calendar year, Mattel, Inc., Fisher-Price, Inc., MEGA Brands, Inc., HIT Entertainment, and their affiliates (collectively, “Mattel”) in their sole and absolute discretion, may also invite Company to attend various Toy Fairs, Line Reviews, Business Updates, Customer Previews, sales shows, and/or other sales presentations, either at the Mattel Showrooms or other locations (together with the Mattel Toy Fair, the “Mattel Sales Presentations”). The Mattel Sales Presentations may provide Company with access to pre-release Mattel, MEGA Brands, HIT Entertainment and/or Fisher-Price products, product ideas and plans, proposed marketing campaigns and other non-public information. Mattel is willing to admit Company to the Mattel Sales Presentations, or otherwise allow Company to attend the Mattel Sales Presentations, only if Company accepts all the terms set forth below (“Agreement”).

1. DEFINITION: “Confidential Information” means any and all information whether in written, visual, oral, electronic, web-based, or other form, and whether disclosed by Mattel or its representatives, and whether owned by Mattel or its licensees, licensors, and whether or not disclosed to Company, in so far as that information is not generally known to the public and is confidential to Mattel or is otherwise not in the public domain, including without limitation: (a) business plans and strategies; (b) sales, advertising, marketing, distribution and pricing information; (c) competitive analyses; (d) strategic plans; (e) Mattel’s products and product lines; (f) research and development; (g) manufacturing plans and processes; (h) product standards and criteria; (i) advertising campaigns; (j) information related to the introduction of new or modified products and product lines; (k) financial information; and (l) any other information which Mattel determines in good faith to be confidential and should be treated as confidential. Confidential Information includes, without limitation, designs, themes, play patterns or features of product lines; summaries; information relating to the acquisition of new or modified products and product lines; research and development; manufacturing plans and processes; product standards and criteria; advertising campaigns; sales, advertising, marketing, distribution and pricing information; competitive analyses and strategic plans; and Mattel, Fisher-Price, MEGA Brands and/or HIT Entertainment financial information.). Confidential Information also includes all copies, summaries, extracts, and other forms of the foregoing items. Confidential Information does not include information that: (a) is in or enters the public domain through no act or omission of Company; (b) is lawfully received from a third party without restriction on use or disclosure and without an expectation of confidentiality; (c) Company knew prior to receiving Confidential Information from Mattel and without restriction as to use or disclosure; (d) independently developed by Company without use of, or access to, any Confidential Information, as evidenced by written documentation; or (e) Company is required to disclose pursuant to court order or other governmental action; provided Company agrees to give Mattel prompt notice of any such request for disclosure to allow Mattel a reasonable opportunity to seek protective or other court orders.

2. COMPANY’S OBLIGATIONS: OWNERSHIP OF MATTEL’S CONFIDENTIAL INFORMATION: Company agrees to hold all Confidential Information in strict confidence and: (a) will not disclose Confidential Information to any third party; (b) will not use, copy, reproduce, photograph, or otherwise make any image of the Confidential Information; (c) will use the same standard of care to keep the Confidential Information confidential that it uses to protect its own information of like importance, but no less than a reasonable degree of care; and (d) will immediately notify Mattel in writing of any unauthorized use or disclosure of Confidential Information and help Mattel regain the Confidential Information and prevent its further unauthorized use or disclosure. This Agreement imposes no obligation on Mattel to disclose any Confidential Information, and it does not grant Company any rights, by license or otherwise, in or to any Mattel intellectual property rights or the Confidential Information. As between Company and Mattel, all Confidential Information is and shall remain the sole and exclusive property of Mattel. Company also agrees to limit access to the Confidential Information to Company’s employees and representatives (such as attorneys and consultants) on a strict need-to-know basis and only for the purpose of furthering the business relationship between Company and Mattel. Company agrees that the confidentiality obligations in this Agreement shall remain in full force and effect for a period of five (5) years from the date set forth below. Company agrees that any of its employees, consultants or other representatives provided access to the Confidential Information shall have entered confidentiality agreements with Company that have obligations of confidentiality no less restrictive than the ones in this Agreement.

3. PROHIBITION ON RECORDING CONFIDENTIAL INFORMATION: It is a violation of California law to record Confidential Information in the Mattel Showrooms and Mattel Conference & Leadership Center. Therefore, any and all audio and/or video recording devices, including but not limited to tape recorders, video cameras, still cameras, microphones, cell phones, personal digital assistants, or any other devices with recording capabilities may not be used to make recordings or transmissions of any nature in the Mattel Showrooms and Mattel Conference & Leadership Center.

4. RELIEF; LAW; BURDEN OF PROOF: Company agrees that any unauthorized disclosure or use of the Confidential Information may cause immediate and irreparable harm to Mattel and that Mattel shall have, among other rights or remedies, the right to seek and obtain (i) an immediate injunction from any court of competent jurisdiction, without any requirement to post bond, enjoining any breach or threatened breach of this Agreement or unauthorized disclosure of the Confidential Information, and (ii) its costs and expenses (including, without limitation, attorneys’ fees). This Agreement shall be governed by the laws of the State of California and without regard to that State’s choice of laws rules. Company agrees that, in the event of any dispute concerning an alleged unauthorized disclosure under this Agreement, Company shall bear the burden of establishing that the information at issue was not subject to the terms of this Agreement and/or that the disclosure of the information did not constitute a breach of this Agreement.

5. INTEGRATION; NO ASSIGNMENT; BINDING EFFECT: This Agreement: (i) is the complete statement regarding the subject matter hereof and it supersedes all prior and contemporaneous understandings and communications between Company and Mattel regarding its subject matter; (ii) is not assignable; and (iii) may be amended only in a writing signed by an authorized officer of Company and an authorized officer of Mattel. If at any time Company believes that it had oral or written communications that conflict with any of the terms of this Agreement, Company agrees to send immediate written notification describing the facts surrounding communications to Mattel, Inc.’s Vice President of Legal & Business Affairs. The undersigned acknowledges that I have the authority to, and hereby agree to, bind Company to the terms of this Agreement.

AGREED AND ACCEPTED:

Signature: ____________________________                             Date: ________________________________

Print Name and Title:  __________________________                              Company:  ____________________________