

MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement (the "Agreement") is entered into whereas the parties intend to disclose to each other certain proprietary and confidential information for the purposes of establishing a possible business relationship in the manufacturing and distribution of new products and may, in the future, engage in discussions regarding future transactions (each, a "transaction"). In consideration of this mutual exchange of certain proprietary and confidential information, generally initiated through email submission of a demo video or product sell sheet, any disclosure of confidential or proprietary information between the parties shall be subject to the following terms and conditions:

1. Confidential Information. Unless instructed otherwise in writing, the parties acknowledge that all information, knowledge, or data relating to the business of the disclosing party, including but not limited to: costs and financial information pricing methods or strategies existing and potential customers market studies, plans and strategies trade secrets, know how, ideas, strategies, inventions, materials, drawings, proprietary information, operational information, and any other non-public information, material or data relating to the past, current and/or future business and operations of such disclosing party (including any information, summaries or other compilations extracted from such shared information), shared for review, and in all instances which is marked as confidential, belongs to and is the sole and exclusive property of the party making the disclosure to the other and shall be deemed confidential ("Confidential Information") and subject to nondisclosure.

Confidential Information shall not include: (a) Information which can be shown to have been in the public domain at the time of disclosure, (b) documented information which was possessed prior to the time of its disclosure hereunder, and was not disclosed in contemplation of a potential transaction, (c) information that becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission on the part of the parties or party, or (d) information that is given to the parties without obligation of secrecy by a third party, who is free to disclose the information, as of the date of such third party's disclosure.

2. Use of Confidential Information. The parties acknowledge that any use of shared Confidential Information other than for the benefit of the disclosing party or the furtherance of a business relationship with the disclosing party, would be wrongful and cause irreparable harm to the disclosing party. Accordingly, unless otherwise agreed to in writing by the disclosing party, the non-disclosing party agrees to (a) keep all Confidential Information confidential and to not, at any time during or after any transaction where Confidential Information disclosures are made, publish, disclose, or divulge Confidential Information to any person, firm, or corporation other than its Representatives and to cause its Representatives to observe the terms of this Agreement (b) not use, directly or indirectly, copy, or reproduce any Confidential Information of the disclosing party for its own benefit or for the benefit of any person, firm, or corporation other than the disclosing party, and in any event only in connection with evaluating or engaging in a transaction or business relationship with the disclosing party. The non-disclosing party hereby agrees it shall be responsible for any breach by it or its Representatives.

For the purposes of this Agreement, the term "Representative" shall mean the party's affiliates, directors, officers, employees, agents, advisors (including, without limitation, financial advisors, legal counsel and accountants) and controlling persons, who are actively and directly participating in any transaction with the disclosing party or who otherwise need to know the Confidential Information for the purpose of furthering any transaction with the disclosing party, and who agree to be bound by the terms of this Agreement.

3. No Rights Created During Disclosure. It is understood by the parties that during disclosure, no right(s) in or license(s) under any present or future existing patents, patent applications, trademarks, copyrights, data, drawings, suggestions, ideas, or methods disclosed by the parties to each other shall be created in favor of the party which is the recipient of the disclosed Confidential Information. Any Confidential Information disclosed to the other shall remain the

sole property of the disclosing party, and no granting of any rights or licenses shall be created as a result of the disclosure.

4. Return of Documents. If either party determines that it does not wish to continue any transaction with the other party, it will promptly advise the other party of that decision. In that case, or upon written request by the disclosing party, each party shall promptly return all Confidential Information, including all prototypes, copies, reproductions, summaries, analyses or extracts thereof or based thereon in the party’s possession or in the possession of any Representative of the party.

5. Waiver and Severability. It is understood that no failure or delay by either party in exercising any right, power or privilege hereunder shall constitute waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder. In the event that any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law.

6. Non-disclosure Agreement Only. This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, pooling agreement, partnership, or formal business organization of any kind. The exchange of Confidential Information does not constitute a business offer, an acceptance, or promise for any future contract or amendment to any existing contract between the parties. Each party represents that the individual signing below has been given, and does have, the requisite authority to legally bind the party represented by that individual.

7. Miscellaneous. This Agreement shall be governed by, construed, and enforced in accordance with the laws, and in the courts, of the State of Missouri, without giving effect to any conflict of laws principles. This Agreement shall be binding upon and shall inure to the benefit of the successors, permitted assigns, and Representatives of the parties hereto. All notices under this Agreement must be in writing addressed to the address first listed above, or at such other address as may be provided by such party from time to time. This Agreement may be executed in counterparts, each of which shall be deemed an original.

8. Term. This Agreement shall become effective upon execution by the Parties and shall continue in full force and effect for a period of (2) years following the date of such termination.

Each of the Parties shall be a “Disclosing Party” with respect to Confidential Information it discloses to the other Party and a “Recipient” with respect to Confidential Information it receives from the Disclosing Party. IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____, 20__.

Inventive Ideas, Inc.

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Authorization

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