

MUTUAL NON-DISCLOSURE AGREEMENT

This Invention Disclosure Agreement (this "Agreement") is made as of this _____ day of _____, 20__ (the "Effective Date") by and between Dorel Juvenile Group, Inc. ("Dorel"), a Massachusetts corporation, having places of business at the address below ("Dorel") and _____, having a place of business at the address below ("Company"), individually referred to as a "Party" and collectively referred to as the "Parties."

1. Company has conceived an invention (the "Invention") and wishes to disclose certain Confidential Information (as defined below) to Dorel in order to engage in discussions and negotiations concerning a potential business relationship to commercialize the Invention (the "Project"). The "Confidential Information" disclosed by one of the Parties (a "Discloser") under this Agreement consists of any and all information in any form provided by a Discloser which is confidential, proprietary or otherwise not generally available to the public, including ideas, designs, current and future product information, technical or financial information, customer and supplier data, strategies, prototypes and patent disclosures.

2. A Party receiving Confidential Information (a "Recipient") will have a duty to protect Confidential Information only if it is so marked or is accompanied or supported by documents clearly and conspicuously designating them as "confidential" or the equivalent; or if orally disclosed if it is identified by the Discloser as confidential before, during, or promptly after its presentation or communication.

3. A Recipient will use the same degree of care as Recipient uses with respect to its own similar information (but in any event no less than a reasonable degree of care) to protect the Discloser's Confidential Information and to prevent any use or disclosure of such Confidential Information not authorized in this Agreement. A Recipient will use the Discloser's Confidential Information only for the purpose of and in connection with evaluating the possibility of proceeding with the Project and completing the Project if the Parties agree to pursue the Project.

4. Each Party shall limit access to the Confidential Information to its and its affiliates' employees with a legitimate need to know such information ("Representatives"). A Recipient will be responsible for any disclosure of Confidential Information, or any other breach of this Agreement, by any of its Representatives. Company acknowledges that Dorel will likely need to disclose Company's Confidential Information to various associates and outside parties, including retail buyers, focus groups, suppliers and other contractors (collectively, "Associates") in order to evaluate the value of the Invention and the potential commercialization thereof, and that **Dorel shall have no liability or obligation with respect to any Associate that refuses or fails to treat such disclosures as confidential.**

5. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which: (a) was known to Recipient before receipt from Discloser; (b) is or becomes publicly available, including as part of a published patent application, through no fault of Recipient; (c) is rightfully received by Recipient from a third party without 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 without a breach of this Agreement; or (f) is disclosed by Recipient with Discloser's prior written approval. If a Recipient is required by a government body or court of law to disclose Confidential Information, Recipient agrees to give Discloser reasonable advance notice so that Discloser may contest the disclosure or seek a protective order.

6. This Agreement imposes no obligation on a Party to exchange Confidential Information, to complete the Project or to purchase, sell, license,

transfer, or otherwise make use of any technology, services, or products. The disclosure of Confidential Information by Discloser to Recipient does not constitute the grant of a license of any type under any patent, copyright, trademark, trade secret, or other intellectual property right owned, applied for, or controlled by Discloser. Nothing in this Agreement creates the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties.

7. Each Party represents and warrants that it has the right to disclose to the other Party any and all Confidential Information disclosed pursuant to this Agreement. Company represents and warrants that it is not subject to any conflicting non-compete or non-disclosure obligations relating to the Company Confidential Information.

8. Without prior written Agreement, both Parties agree not to issue or release any articles, advertising, publicity, or other matter relating to any Confidential Information or the Project (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party, except as may be required by law and then only after providing the other Party with an opportunity to review and comment thereon.

9. This Agreement shall remain in effect until it is terminated by either Party giving written notice of termination or of its desire to stop working on the Project. Any such termination shall not affect the confidential status of then-existing Confidential Information, and the terms and conditions of this Agreement shall survive with respect to Confidential Information disclosed prior to the effective date of termination. A Recipient's duty hereunder with respect to Confidential Information expires two (2) years from the date of disclosure, or in the case of Company Confidential Information upon any earlier publication of a patent application or issuance of any patent on the Invention. Upon request, a Party will return or destroy copies of Confidential Information in its possession, except for copies maintained for archival purposes.

10. Subject to the obligations of this Agreement, no Party will be precluded from independently developing technology or pursuing business opportunities similar to those covered by this Agreement.

11. THIS AGREEMENT IS MADE UNDER, AND WILL BE CONSTRUED ACCORDING TO, THE LAWS OF THE STATE OF INDIANA, WITHOUT REFERENCE TO THE CHOICE OF LAW PRINCIPLES THEREOF.

12. This Agreement will not be assignable or transferable by Company without the prior written consent of Dorel. This Agreement inures to the benefit of and is binding on the Parties hereto and their respective successors and assigns. All additions or modifications to this Agreement must be made in writing, with reference to this Agreement, and must be signed by all Parties. Signed facsimile and electronic copies and counterparts of this Agreement will legally bind each Party to the same extent as original documents. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portion or portions shall not be affected thereby. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and it supersedes all prior agreements or understandings of the Parties. The Parties are relying solely on the representations made in the Agreement and not upon any representations made prior to the date hereof by, but not limited to, any employee or agent of the Parties.

DOREL JUVENILE GROUP, INC.
(Dorel)

By: _____

Printed Name

Title

Address

(Company)

By: _____

Printed Name

Title

Address