

7. **General:** (a) This Agreement is neither intended to nor will it be construed as creating a joint venture, partnership, employment or other form of business association between the parties, nor an obligation to buy or sell products using or incorporating the Confidential Information. (b) Both parties understand and acknowledge that no license under any patents, copyrights, trademarks, or mask works, is granted to or conferred upon either party in this Agreement or by the disclosure of any Confidential Information by one party to the other party as contemplated hereunder, either expressly, by implication, inducement, estoppels or otherwise, and that any license under such intellectual property rights must be express and in writing. (c) The failure of either party to enforce any right resulting from breach of any provision of this Agreement by the other party will not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder. (d) This Agreement will be governed by the laws of the state of California without reference to conflict of laws principles, if any. (e) This Agreement constitutes the sole and entire Agreement between the parties with respect to the Confidential Information and all restrictions thereon; it supercedes any and all prior or contemporaneous oral or written agreements, negotiations, communications, understanding and terms, whether expressed or implied regarding the Confidential Information, and may not be amended except in a writing signed by a duly authorized representative of the respective parties. Any other agreements between the parties, including nondisclosure agreements, will be affected by this agreement. (f) The disclosing party disclaims all warranties regarding all Confidential Information disclosed pursuant to this Agreement, including all warranties as to the accuracy or utility of such Confidential Information.

**AGREED:**

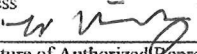
**Bear Naked Productions:**

 Date 3-1-12  
Kenneth F. Moore President/Owner

**Participant:**

Richard Koenig  
Company or Individual.

1047 Moffett Circle  
Address

 Date March 2nd, 2012  
Signature of Authorized Representative or Individual.

Richard Koenig Developer  
Printed Name and Title