



NON-DISCLOSURE AGREEMENT

This Agreement ("**Agreement**"), effective Feb-01-2019, is made between Wizards of the Coast LLC ("**Wizards**") and Recipient (identified below) and establishes the terms and conditions of a planned disclosure to Recipient of Wizards' confidential information.

RECIPIENT: ☐ Company ☒ Individual

WIZARDS OF THE COAST LLC:

"Recipient" Name: James Sutter
Recipient Email: jameslsutter@gmail.com
Recipient Address: 4411 34th Ave S
Seattle, WA 98118

Requested by: Christopher Lindsay
Department: D&D Franchise
Phone Extension: 8033
Project/Services: D&D Writing/Design

Signature: James Sutter
Signatory's Name: James L. Sutter
Signatory's Title: Freelance Author

Signature: _____
Signatory's Name: _____
Signatory's Title: _____

1. "Confidential Information" means nonpublic information that Wizards designates as being confidential or which, under the circumstances surrounding disclosure, would be reasonably considered confidential including without limitation (a) any information (whether tangible or intangible) relating to unreleased products, experimental works, works-in-progress, product prototypes, manufacturing techniques, marketing or promotional plans, business policies or practices, strategies, research, technical data, prospective licensees, ideas, concepts, world building, game designs, inventions, formula, trade secrets, software, financial information and costs; (b) information acquired by Recipient from Wizards employees or from inspection of Wizards' property; (c) confidential information disclosed to Wizards by third parties; and (d) all documents and record-bearing media disclosing or containing any of the foregoing information, including any materials prepared by Recipient which contain or relate to Wizards' Confidential Information. The parties understand that Confidential Information disclosed by Wizards to Recipient shall not be subject to this Agreement if such information is (x) in the public domain; (y) known to Recipient prior to disclosure by Wizards, provided Recipient can establish such prior knowledge by competent documentation; or (z) lawfully disclosed to Recipient by a third party subsequent to disclosure by Wizards, and such disclosure by the third party is not in violation of any confidentiality agreement or obligation of Wizards. All Confidential Information is provided "as is". Wizards makes no warranties, express, implied or otherwise, regarding its accuracy, timeliness, completeness or performance.

2. Recipient agrees that Confidential Information obtained from Wizards will be accepted in strict confidence and shall not, without the prior written consent of Wizards, be disclosed to third parties. The measures used by Recipient to keep the Confidential Information confidential shall be (a) reasonable and (b) no less stringent than those used by Recipient to protect its own most confidential information. Recipient will use the Confidential Information only for the limited purpose of evaluating a possible transaction or carrying out an agreed upon activity between Recipient and Wizards, and it will not reveal the Confidential Information obtained from Wizards to others, except to the extent that it is necessary to disclose such information to its representatives and employees having a need to know such information for that sole purpose. Recipient further agrees that all such representatives and employees shall be informed by Recipient of the confidential nature of such information and shall agree to be bound by the terms and conditions of this Agreement prior to receiving such information. Recipient may disclose Confidential Information if it is required to do so by court order, provided that Recipient must give Wizards reasonable advance notice prior to such disclosure and shall comply with any applicable protective order obtained by Wizards. No other use or disclosure of Wizards' Confidential Information shall be made by Recipient without the prior written consent of Wizards.

3. Recipient will notify Wizards immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Recipient, and will fully cooperate with Wizards to regain possession of the Confidential Information and prevent its further unauthorized use. Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Wizards shall be entitled, without waiving any other rights or remedies, to immediate and permanent injunctive or equitable relief without having to post a bond.

4. Upon Wizards' request, Recipient agrees to return all Confidential Information and all documents and things related to such information, without retaining any copies. Recipient also agrees that all tangible work product produced by Recipient in connection with its use of Wizards' Confidential Information pursuant to this Agreement, whether created by Recipient, its representatives or employees, shall be and remain the sole property of Wizards and shall be kept confidential by Recipient subject to the terms of this Agreement.

5. Recipient agrees that its electronic signature of this Agreement has the same effect as if it signed in ink. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be modified except by written agreement. This Agreement shall be constructed and controlled by the laws of the State of Washington, and Recipient further consents to the exclusive jurisdiction by the state and federal courts sitting in King County, Washington. If Wizards is required to enforce its rights hereunder in a court of competent jurisdiction, Recipient agrees to reimburse Wizards for all costs and expenses of such litigation, including reasonable attorneys' fees and court costs. This Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

Certificate Of Completion

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Status: Sent

Subject: Please review & sign Wizards NDA

Source Envelope:

Document Pages: 1

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Wizards of the Coast

AutoNav: Enabled

1600 Lind Ave SW Ste 400

Envelopeld Stamping: Enabled

Renton, WA 98057

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

martin.durham@wizards.com

IP Address: 70.102.136.132

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Christopher Lindsay

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chris.lindsay@wizards.com

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Electronic Record and Signature Disclosure:

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ID: 366a8f1f-4102-4b9c-8f35-328787acac06

James Sutter

jameslsutter@gmail.com

Security Level: Email, Account Authentication
(None)

James Sutter

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Signed: 2/1/2019 1:30:04 PM

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Accepted: 2/1/2019 1:27:08 PM

ID: 47506731-4b48-4fd7-9f36-6f9340c589e9

Nick Mitchell

nick.mitchell@wizards.com

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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ID: f6990776-27c3-4fdc-a404-8a0e6bbb9ae7

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

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Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Sean Knight Sean.Knight@c.wizards.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Christopher Lindsay chris.lindsay@wizards.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/1/2019 1:30:05 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Wizards of the Coast (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wizards of the Coast:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kara.herschkwitz@wizards.com

To advise Wizards of the Coast of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kara.herschkwitz@wizards.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wizards of the Coast

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kara.herschkwitz@wizards.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wizards of the Coast

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kara.herschkwitz@wizards.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

	1.1 settings via proxy connection
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wizards of the Coast as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wizards of the Coast during the course of my relationship with you.