



## NON-DISCLOSURE AGREEMENT

ETSY, INC., a Delaware corporation (the “*Etsy*”) is engaging in discussions with the person whose name is signed below regarding an unannounced product, feature, or initiative (the “*Project*”). In connection with these discussions, Etsy will be providing you with highly proprietary and confidential information regarding the Project. In consideration of Etsy’s disclosure to you of Confidential Information (as defined below) in order to test and/or evaluate the Project, and as described in this Non-Disclosure Agreement (the “*Agreement*”), you agree that:

1. For the purposes of this Agreement, “*Confidential Information*” will mean any and all information, data, knowledge, projections, business plans, or material proprietary to Etsy and not generally known by people other than Etsy employees, that you may obtain knowledge of as a result of discussions with Etsy regarding the Project. Confidential Information also includes any information described above which Etsy obtains from another party and which Etsy treats as proprietary or designates as Confidential Information, whether or not owned or developed by Etsy. If you are participating in a prototype group in connection with the Project (a “*Prototype*”) or a research study in connection with the Project (a “*Study*”), Confidential Information also includes the fact that the Prototype or Study is taking place and that you are participating in the Prototype or Study. Information that is generally known in Etsy’s industry, or information or knowledge that you have obtained lawfully from sources other than Etsy or persons with confidentiality obligations to Etsy, will not be deemed part of the Confidential Information.

2. All notes, images, data, memoranda, documentation and any other records incorporating or reflecting any of the Confidential Information will belong exclusively to Etsy and you agree to turn over to Etsy such materials (and any copies), upon request or upon termination of your discussions with Etsy.

3. You agree to hold in confidence and not to directly or indirectly reveal any of the Confidential Information to any person or entity, or utilize any of the Confidential Information for any purpose other than for your discussions with Etsy. Your obligation not to reveal any of the Confidential Information includes, but is not limited to, not disclosing Confidential Information to other Etsy sellers or buyers, or blogging about or posting such Confidential Information in the Etsy Forums or in other Etsy community spaces. Notwithstanding your obligations not to directly or indirectly reveal any of the Confidential Information, you will be entitled to disclose Confidential Information in accordance with the order of any judicial or administrative or other government agency; *provided, however*, that you will give Etsy as much notice as is reasonably practicable of any judicial, administrative or governmental agency request for such information and will cooperate with Etsy in all reasonable respects if Etsy seeks (by lawful means) to prevent such disclosure.

4. Due to the unique nature of the Confidential Information, you acknowledge that any breach or threatened breach of this Agreement may cause irreparable harm to Etsy, for which monetary damages will not be an adequate remedy. Therefore, in addition to any other legal or equitable remedies, Etsy will be entitled to seek an injunction or similar equitable relief for any breach or threatened breach of this Agreement, without the need to post a bond.

5. ALL CONFIDENTIAL INFORMATION IS PROVIDED “**AS IS**”. TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, ETSY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPRIETARY INFORMATION. Your use or reliance on Confidential Information is at your own risk and Etsy will not be liable to you for damages arising from any use of the Confidential Information, or from any errors or omissions in the Confidential Information.

6. You acknowledge that Etsy, Inc. is a publicly traded company and that United States securities laws prohibit any person who has material non-public information about a publicly-traded company from purchasing or selling securities of that company or sharing such information with any other person who is likely to buy or sell company securities in reliance on such information.

7. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions. Exclusive jurisdiction and venue for any action arising under this Agreement shall be in the federal or state courts located in New York County, New York, and both Parties consent to that jurisdiction and venue. In any action or proceeding to enforce or interpret this Agreement, the prevailing Party will be entitled to recover from the other Party its costs and expenses (including reasonable attorneys' fees) incurred in connection with that action or proceeding and enforcing any judgment or order obtained.

**The undersigned agrees to the terms and conditions contained in this Non-Disclosure Agreement.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Etsy Shop Name: \_\_\_\_\_

Date: \_\_\_\_\_