







## **CHILD TESTING AGREEMENT**

1. Our Participation in Sessions. I, the undersigned, have voluntarily elected to participate, and to allow my child or children identified above (if any) (each, a "Child") to participate in one or more research and testing sessions (collectively, the "Sessions") of certain toys, games, and/or services selected by Mattel, Inc. and its subsidiaries ("Mattel"). I hereby grant Mattel permission to engage me and/or my Child in the Sessions and to video and/or audio record me and/or my Child during the Sessions. I understand that, during the Sessions, Mattel will observe my Child and/or myself interact with the toys, games, and/or services, and that Mattel will solicit ideas and opinions about such toys, games, and/or services for the purpose of evaluating and improving them.

2. Mattel's Ownership of Materials Related to Sessions. I understand that the information, recordings, and other materials associated with these Sessions will be owned exclusively by Mattel. As such, Mattel is free to use the information, recordings, and other materials associated with the Sessions, including, without limitation, any ideas and opinions expressed by my Child and/or myself, in any manner or form that Mattel may determine is appropriate or desirable, now and in the future.

3. No Commercial Exploitation by Mattel. Without prior written consent, Mattel will not commercially exploit in a public manner any recordings, images, or other visual or aural content that includes the voice, image, name, or other personally identifiable information of my Child or myself. Mattel may, however, without any additional consideration or payment, use the recordings, images, and other visual and aural content and other materials associated with these Sessions for Mattel's internal purposes including, without limitation, product development, product planning, meetings, and presentations.

4. We Will Not Record or Disclose. I understand that participating in the research and testing of Mattel's toys, games, and services is a privilege and that, in the process, I and my Child may be exposed before, during, and after the Sessions to highly sensitive, confidential, and proprietary information about Mattel's toys, games, and services ("Mattel's Confidential Information"). In light of this, I agree that I will not record or photograph, and I will not permit my Child to record or photograph, any part of the Sessions for any purpose. I also agree that after leaving the Sessions, I will not disclose, and I will use my best efforts to make sure my Child does not disclose, Mattel's Confidential Information to anyone else, including, without limitation, the specifics of the toys, games, or services that I or my Child was exposed to as part of the Sessions.

5. We Do Not Have Any Conflicts with Mattel. I acknowledge that neither I nor my spouse or domestic partner work for any of the following entities: (1) a toy designer, manufacturer, or distributor (other than Mattel); (2) an entertainment studio; or (3) an entity engaged in child or media research. I further acknowledge that my and my Child's participation in these sessions is not for any illicit purpose that may harm Mattel. I confirm that I'm the parent or legal guardian of my Child, and that I have the authority to enter into this agreement on behalf of myself and my Child.

Parent/Guardian Signature: \_\_\_\_\_

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