

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is entered into on _____, between Zuz Design, an Illinois corporation, having a principal place of business at 631 Forest Ave, Evanston, IL 60202 ("**Vendee**"), and _____, whose principal place of business is located at: _____ ("**Vendor**"). For purposes of this Agreement, the term "**Vendee**" shall mean and include any affiliate of Vendee.

Vendee has conceived and is developing decorative designs for _____ ("**PRODUCT**").

Vendor is desirous of reviewing the **PRODUCT** and reviewing the Vendee's materials regarding it for consideration by Vendor of manufacturing and/or distributing the **PRODUCT**, or any other agreement into which the parties might enter.

Vendee is willing to disclose certain of its confidential and proprietary information regarding the **PRODUCT** to Vendor pursuant to the terms of this Agreement, which terms the Vendor hereby acknowledges and accepts.

1. Vendor agrees to treat all information received from Vendee pursuant to this Agreement, including, but not limited to, information regarding the **PRODUCT** as confidential and proprietary information of Vendee (collectively, the "**Confidential Information**") and the Confidential Information shall be kept secret and confidential by Vendor. Vendor agrees not to, directly or indirectly (a) disclose the Confidential Information to any third party; (b) copy or reproduce any portion of the Confidential Information in written, printed or other form; and/or (c) use the Confidential Information for any purpose whatsoever, including, but not limited to, the manufacture, distribution and/or sale of the **PRODUCT** or any product which is similar to or a "knock off" of the **PRODUCT** for any person other than Vendee or an affiliate of Vendee, without the prior written consent of Vendee, which consent may be granted or denied by Vendee in its sole discretion.
2. Vendor further agrees that it will take all reasonable steps to cause its employees, agents or employees to keep the Confidential Information secret and confidential. In furtherance of this undertaking, Vendor agrees to:
 - 2.1 require all officers, directors, employees, consultants, agents or representatives to whom the Confidential Information is or may be disclosed to execute this Agreement in the place provided for signature below to evidence their agreement not to disclose, copy or use the Confidential Information except as provided in this Agreement; and
 - 2.2 use the highest degree of care to protect the Confidential Information subject to this Agreement.

Vendor agrees that all of its covenants and agreements contained herein shall be applicable to each of its officers, directors, employees, consultants, agents or representatives and that in the event any such person violates any such covenant or agreement, it shall be deemed a breach of such covenant or agreement by Vendor.

3. All documents provided to Vendor by Vendee hereunder, including any copies thereof or summaries which include Confidential Information based upon the documents provided by Vendee, shall be returned to Vendee promptly at its request.
4. This Non-Disclosure Agreement shall not apply to any such information which: (a) is already known to Vendor (from sources other than Vendee). or (b) is publicly available or becomes

information, or (c) is rightfully received without restriction by Vendor from a third party not in violation of any agreement with Vendee.

5. Vendee grants no licenses, by implication or otherwise, under any of its copyrights, patents or trademarks or any intellectual property rights to the PRODUCT or to any of its processes, properties or products as a result of the disclosure of the Confidential Information pursuant to this Agreement.
6. Vendor acknowledges and agrees that it would difficult if not impossible to determine damages resulting from its breach of this Agreement and, therefore, Vendee will be entitled to injunctive and other equitable relief, in addition to all remedies available at law or in equity, in the event of such a breach.
7. If Vendee brings any action to enforce the terms and conditions of this Agreement, it shall be entitled to recover from Vendor all legal fees and expenses and costs of suit.
8. This Agreement shall be incorporated in and become a part of the terms of any agreements, purchase orders, quotations or correspondence between Vendee and Vendor with respect to the PRODUCT.
9. This Agreement contains the entire agreement between the parties with respect to the parties' obligations with respect to Confidential Information. Any and all prior or contemporaneous oral or written agreements made by either party regarding confidentiality shall have no force or effect. This Agreement may be amended or modified only by a written instrument signed by an authorized representative of each party.
10. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument. Signatures may be exchanged by facsimile transmission and each party to this Agreement agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signature of the other party to this Agreement.
11. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Except as provided in the succeeding sentence, the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent and no rule of construction will be applied against either party hereto. This Agreement has been designed to protect the proprietary rights of Vendee to the PRODUCT and to all Confidential Information and, as such, should be broadly construed in a court of law in Vendee's favor. All covenants and agreements contained in this Agreement by or on behalf of either of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.
12. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Illinois without giving effect to provisions regarding conflict of laws.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

VENDEE:

VENDOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Agreement of officers, directors, employees, consultants, agents or representatives of Vendor to whom the Confidential Information is or may be disclosed to abide by the terms and provisions of this Agreement:

Name Date

Name Date

Name Date

Name Date

Name Date