

This agreement is made by and between _____, ("Disclosing Party") and Designcraft, Inc. ("Supplier"). WHEREAS Supplier is interested in providing 3D Models via Rapid Prototyping or CNC Machining for the further development of the Disclosing Party's designs or elements thereof; and WHEREAS in order to facilitate this, it will be necessary that Disclosing Party disclose to Supplier certain drawing and design information, graphic materials, or data in either physical or electronic media, proprietary to and held in confidence by Disclosing Party and relating to the product and campaign which are of a secret and confidential nature ("information"); and, WHEREAS the parties desire to provide for the confidential treatment and protection of the information.

NOW THEREFORE, in consideration of the provision by Disclosing Party of such Information to Supplier, it is agreed as follows:

Supplier will hereafter keep in strict confidence and under no circumstances disclose to any third party, except as authorized by Disclosing Party, information that Supplier may obtain from Disclosing Party.

Supplier agrees not to allow, without the written consent of the Disclosing Party, any other person, firm, or corporation, institution, or association to use directly or indirectly information which is obtained by Supplier.

Supplier agrees not to allow, without the written consent of the Disclosing Party, any other person, firm, or corporation, institution, including the Supplier to use directly or indirectly, information, image or likeness which is obtained by Supplier for any marketing, advertising, samples or experimentation.

Supplier shall take whatever steps are necessary to bind its employees, agents, officers, and others, who, in the course of their relationship with Supplier, are required to have access to this Information, to ensure that they, personally, are obliged to keep such information confidential to the same degree that Supplier itself is bound to keep such Information confidential.

Supplier shall not be liable for:

1. Disclosure of information, which at the time of the disclosure was in the public domain; or
2. Disclosure of information, which Supplier can show, by prior dated written documentation was in its possession at the time of disclosure and was not acquired directly or indirectly, from Disclosing Party; or
3. Disclosure of information which was received by Supplier from a third party having a legal right to receive and transfer such information to it.

Upon request from Disclosing Party, Supplier shall return all Information transmitted to Supplier by Disclosing Party, and all copies or duplicates made from them, within a reasonable period of time but not less than thirty (30) days from receipt of the request.

Supplier agrees to disclose to Disclosing Party by providing copies to Disclosing Party and assigning to Disclosing Party all developments and expressions that Supplier may produce by reason of the disclosure of the Information by Disclosing Party to the Supplier.

This Agreement is effective and valid for 2 years as of the last date entered below.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

Disclosing Party Name or Company

Signature:

Print Name:

Date:

Designcraft, Inc.

Signature:

Print Name:

Date: