



Confidentiality Agreement

This Confidentiality Agreement is entered in to as of the ___ day of _____, 20___, by and between 3DL Design, Inc. an Illinois Corporation ("3DL") and _____ ("Confidant").

Recitals

3DL and Confidant have entered, or purpose to enter, into a business relationship which may involve the disclosure of the whole or a portion of trade secrets, customers, sales, customer requirements and usage, records and research, costs, models, drawings, software, books, accounts, records, correspondence, technical data, methods of doing business, business affairs, financial information or other private or confidential matters, information or data, whether written, oral, or electronic, of 3DL or its Affiliates which is proprietary to 3DL or its Affiliates and not generally known to the public (individually and collectively the "Confidential Information").

Confidant acknowledges that the Confidential Information is valuable to 3DL and desires to enter into this Confidential Agreement in consideration of the agreement by 3DL to enter into a business agreement with Confidant.

Covenants

In consideration of these undertakings and the commitments of each party to each other, the parties agree as follows:

- Confidential Information.** Confidant shall not, and agrees to cause its Affiliates (as defined below) not to, use for personal benefit, disclose, communicate or divulge, or use for the direct or indirect benefit of any other person, firm, association, partnership, corporation or other entity (other than 3DL) the Confidential Information. All Confidential Information shall be the sole property of 3DL, and Confidant hereby assigns to 3DL any rights it has or may acquire in such Confidential Information, by whatever means.
- Exceptions.** Notwithstanding the prohibition in Section 1 above, Confidant's obligation to maintain the confidentiality of the Confidential Information shall not include the following exceptions: (a) such information as was known by Confidant prior to disclosure by 3DL; (b) information disclosed by Confidant by a third party, unless the third party was under a duty not to disclose or use the information or unless the third party was not in rightful possession of such information; or (c) information generally known in the pertinent trade (such information shall be deemed generally known only if Confidant can establish that the full particulars of the information are well known and generally used within the trade industry). Confidential Information shall not be deemed to be within the foregoing exceptions merely because such Confidential Information is embraced by more general information in the public domain and are in the Confidant's possession.
- Survival.** Confidant acknowledges that the execution of this Confidential Agreement does not guarantee that 3DK will enter into the remain in a business relationship with Confidant or its Affiliates. Confidant agrees to be bound by the terms of this Confidential Agreement regardless of whether Confidant or its Affiliates and 3DL are in a business relationship.
- Injunctive Relief.** Any breach of the provisions of this Confidential Agreement shall cause irreparable harm to 3DL, and therefore, in the event of a breach or threatened breach of the provisions of this Confidential Agreement, 3DL shall be entitled to an injunction restraining Confidant from disclosing or appropriating in whole or in part, the Confidential Information, or from rendering services to any person, firm, association, partnership, corporation, or other entity to whom such Confidential Information, in whole or in part, has been disclosed or is threatened to be disclosed, or to whose benefit such Confidential Information is being used or is threatened to be used. Nothing herein shall be construed as prohibiting 3DL from pursuing any other remedies available for such breach or threatened breach, including the recovery of damages. Confidant does further consent and agree to indemnify, hold harmless, reimburse and pay 3DL for any and all attorney fees and other costs of whatever nature incurred by 3DL in seeking and obtaining this injunctive relief.
- Governing Law.** This agreement shall be governed by the laws of Illinois (the state of 3DL's principal place of business), applicable to contracts made and to be performed therein, without regard to conflict of laws. principles thereof.
- Invalidity.** In the event that any provisions of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.
- Definition of Affiliate.** As used in this Confidential Agreement, the term "Affiliate" means, with respect to a specified person, any other person which directly, or indirectly through one or more intermediaries controls, is controlled by, or is under common control with , the person specified, including but not limited to the Confidant's agents, employees and representatives.
- Engagement with Clients.** Confidant agrees that contact with Clients, introduced through or affiliated with 3DL shall be limited to matters relating to current work involved in a business relationship between Confidant and 3DL. This Confidential Agreement shall serve to restrict Confidant from engaging in any manner into a business relationship with Clients, introduced through involvement, affiliation or association with 3DL, for a period of two (2) years from termination of business relationship between Confidant and 3DL. Should the Confidant violate this Agreement 3DL will be entitled to 50% of any and all gross revenues.
- Entire Agreement.** This Confidential Agreement contains the entire understanding by and between the parties hereto respecting the subject matter hereof, and supersedes any and all prior understandings or oral or written agreements between the parties respecting such subject matter.
- Binding Effect.** This Confidential Agreement shall be binding upon and injure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

IN WITNESS THEREOF, the parties hereto, intending to be legally bound, have duly executed and delivered this Confidential Agreement on the day and year first written above.

3DL DESIGN, INC.

Print Name: _____

Signature: _____

Title: _____

CONFIDANT

Print Name: _____

Signature: _____

Title: _____