

This Agreement is entered into this _____ day of _____, 200_____ between www.babyeyelets.com, (a division of Agence Pierre Grenier Inc. with its primary business being conducted within offices in the city of Montreal, province of Quebec in her majesties country of Canada, whom is also recognized by the Department of the Treasury - Internal Revenue Services in the United States of America by the Philadelphia Accounts Management Center under EIN 98-0375968) hereinafter referred to as "Recipient" and: _____, with offices in the city of _____, state or province of _____ in the country of _____, (hereinafter referred to as "Client").

WHEREAS Client will receive, view, interact, and acknowledge privileged and sensitive information relating to business practiced by the Recipient. Hereinafter referred to as "Confidential Information"; that is not to be mentioned nor transmitted in any form or state whether electronic, verbal, written; including and not limited to other parties of interest outside of the Clients main place of business, associations, resale clients, prospects, and or other businesses and or mutual acquaintances.

WHEREAS the Recipient is willing to acknowledge the validity of this Confidential Disclosure Agreement pursuant to the terms of this Agreement for the primary purpose of establishing contact with the Client as to aid in day to day business dealings including verbal and written communication, any business contracts, sales contracts or confirmation of order; including and not limited to those orders or forecasted orders being developed, created, or envisioned by both parties and this based upon prearranged terms or conditions at time of receiving such instructions by the Client, if any such are presented in written form prior to the acceptance of any offer.

NOW THEREFORE, in consideration for the mutual undertakings of the Client and the Recipient under this Agreement, the parties agree as follows:

DISCLOSURE Client agrees to not disclose whether verbal or written in any form the following: information about the Recipient, names of members working for the Recipient, items sold or traded by the Recipient, sources, patents, trademarks, any contact information including address; domain names; e-mail addresses, price lists, specification on items sold, and future events to any member not associated directly to the Client by its company and primary lieu of business.

CONFIDENTIALITY

2.1 **NO USE** Client agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information disclosed by the Recipient.

2.2 **NO DISCLOSURE** Client agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Client's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.

2.3 **PROTECTION OF SECRECY** Client agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. **LIMITS ON CONFIDENTIAL INFORMATION** Confidential Information shared with the Recipient shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

(a) was known to Recipient prior to receiving any of the Confidential Information from Client;

(b) has become publicly known through no wrongful act of Recipient;

(c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;

(d) was independently developed by Recipient without use of the Confidential Information; or

(e) was ordered to be publicly released by the requirement of a government agency.

4. **OWNERSHIP OF CONFIDENTIAL INFORMATION** Client agrees that all Confidential Information shall remain the property of Recipient, and that Client may use such Confidential Information for purpose of conducting business. Nothing contained herein shall be construed as granting or implying any transfer of rights to Client in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

5. **TERMS AND TERMINATION** The obligations of this Agreement shall continue in existence until the Confidential Information disclosed to the Client is no longer confidential as deemed so by Recipient, this even if communication by both parties is interrupted and business links are terminated.

6. **SURVIVAL OF RIGHTS AND OBLIGATIONS** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Recipient, its successors, and assigns; and (b) Client, its successors and assigns. **IN WITNESS WHEREOF**, the parties have executed this agreement effective as of the date first written above.

CLIENT (_____)

Signed: _____

Printed Name: _____

Title: _____

Recipient: (Agence Pierre Grenier Inc.)

Signed: _____

Printed Name: Pierre Grenier

Title: President
