

Non-Disclose and Non-Use Agreement

THIS NON-DISCLOSURE AND NON-USE AGREEMENT ("this Agreement") dated as of _____, 2006/7 between Aimee Weber Studios, Inc. (hereinafter, collectively and individually, "the Company") and the undersigned (hereinafter, collectively and individually, "the Recipient")

WHEREAS the Company possesses certain confidential and proprietary information, which it intends to disclose to Recipient, in order to facilitate the mutual business interests of the parties.

NOW, THEREFORE, intending to be legally bound, the parties hereto agree to the following:

1. Proprietary Information. The term "Proprietary Information" shall include any information, whether written or oral, originated by or peculiarly within the knowledge of the Company, which is not generally available to others and which is made to Recipient or any directors, officers, employees, affiliates, representatives, consultants and agents (all of the foregoing being collectively referred to as "Representatives") of Recipient by the Company and its Representatives.
2. Confidentiality. Recipient agrees that it and its Representatives will receive and hold all Proprietary Information in strict confidence and will not disclose the Proprietary Information to any person or entity, other than within Recipient's own organization to its employees and authorized agents who have a bona fide need to know any of the Proprietary Information in connection with a purpose mutually agreed upon by the Company and Recipient. The Proprietary Information will be used solely in connection with facilitating the mutual business interests of the parties and shall not be used in any way competitive with, or otherwise detrimental to, the Company.
Recipients and Representatives will exercise no less care in safeguarding the Proprietary Information that they exercise in safeguarding their own competition-sensitive or proprietary information.
3. Nondisclosure of Possible Transaction. Except to the extent that Recipient shall determine that a disclosure is legally required, based on written advice by counsel as required by law, no party hereto, no its Representatives, will disclose to any person the fact that portion of the Proprietary Information. Except to the extent that Recipient shall determine, based upon the written advice of counsel required by law, no party hereto, no its Representatives, will disclose the fact that any discussions or negotiations are taking place among parties, including the status of such discussions or negotiations.
4. Limitations. (a) Recipient agrees that it and its Representatives will not disclose the Proprietary Information, in whole or in part, for any purpose or in any manner whatsoever other than in connection with a purpose mutually agreed upon by the Company and Recipient.
(b) The forgoing restriction on the disclosure of Proprietary Information shall not apply to the extent that information:
 - (i) was known by the Recipient prior to it being made available by the Company.
 - (ii) Is or becomes generally known to the public without breach of this Agreement;
 - (iii) becomes available to Recipient on a non-confidential basis from a third party who, to the knowledge of Recipient, has not received the information directly or indirectly from the Company;
 - (iv) is independently developed by Recipient without use of any Proprietary Information.
 - (v) Is made available by the Company to a third party without restrictions as to disclosure or use; or
 - (vi) Is required to be disclosed by law, regulation or court order, that Recipient will use reasonable efforts to provide the Company with prior written notice

of such proposed disclosure and, in the event that the Company attempts to oppose such disclosure and is unsuccessful, Recipient will disclose Proprietary Information on to the extent required by applicable law, regulation or court order. The Recipient will use reasonable efforts to cooperate with the Company in its efforts to prevent the disclosure of Proprietary Information.

5. Remedies. Violation of the terms of this Agreement shall be cause for injunctive relief to stop any unauthorized use or disclosure, in addition to any other available legal or equitable remedy and Recipient shall not claim that monetary damages would be sufficient remedy for any breach of this Agreement.

6. No Implied Contract. Nothing in this Agreement shall grant to any party the right to make commitments of any kind for or on behalf of the other parties or be construed as an agreement or commitment to enter into any other or further transaction, agreement or understanding with the other parties.

7. Term. This Agreement shall commence as of the day and year first written above and shall continue for a period of two (2) years hereafter.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9. Non-Assignment. Any party may not assign this Agreement hereto without the prior written consent of other parties.

10. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.

11. Miscellaneous. This Agreement contains the entire agreement of the parties hereto and supersedes any prior and collateral communications or understandings. This Agreement may not be amended except in a writing executed by both parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

WITNESS the due execution hereof as of the day and the year first written above.

Aimee Weber Studios, Inc.

The Recipient

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____