

**MUTUAL
NON-DISCLOSURE AGREEMENT**

To protect certain information which may be disclosed between them, GiGi's Playhouse Inc (hereinafter "GGP") and the undersigned. (hereinafter "Company") agree that:

1.The receiving party shall receive and use the disclosing party's information and material solely for the purpose of exploration of compatibility of Company's business requirements with GGPs products. Neither party shall be obligated, by virtue of this Agreement, to disclose any or all of its information to the other party.

2.Such information and material may consist of business, financial and technical information including, without limitation, customer, product, pricing and product development plans.

3.The Effective Date of this Agreement is the last date set forth by the parties' signatures below.

4.Each party may terminate this Agreement at any time upon written notice to the other, however, unless this Agreement is so terminated at an earlier date, information may be disclosed between the parties under this Agreement for a period of one (1) year from the Effective Date. The foregoing notwithstanding, the duration of all obligations of confidentiality, set forth herein, is five (5) years from the Effective Date.

5.The receiving party shall keep all of the disclosing party's information in confidence and shall not use such information (except for purposes of this Agreement) nor disclose such information to any person or persons outside the receiving party's organization. Moreover, the receiving party shall limit the disclosure of such disclosing party's information inside the receiving party's organization to employees having a need to know.

6.All disclosed information and material covered under this Agreement must be in writing, or other tangible form, and clearly marked "Proprietary" or "Confidential." Information disclosed orally or visually may be classified as information to be protected pursuant to this Agreement by so designating at the time of disclosure, followed by a subsequent reduction to writing or other tangible form and submission to the receiving party within (30) days from the date of such initial disclosure. All protections and restrictions as to use and disclosure shall apply during such thirty (30) day period.

7.No tangible information disclosed to, or otherwise obtained by the receiving party shall be copied or duplicated in any form or manner without the prior written approval of the disclosing party. All such information and materials (along with all copies or duplicates which were authorized by the disclosing party) shall be returned immediately to the disclosing party or destroyed (and certified as destroyed by the receiving party) upon the request of the disclosing party; provided however, that such request is made within the duration period of the obligations of confidentiality as set forth above in Paragraph 4. Any copies of the information and material made by the receiving party shall reproduce the proprietary markings and any other legends contained thereon.

8.The above restrictions on use and disclosure shall not apply to such information and material:

- a. which was known to the receiving party, as demonstrated through its written records, prior to the time of receipt under this Agreement;
- b. which is or becomes public or available to the general public other than through any act or default of the receiving party;
- c. which is used or disclosed with prior written approval of the disclosing party;
- d. which, without breach of this Agreement, is independently developed by the receiving party;

which is supplied by Company for inclusion into GGP's consumer reporting database(s) as well as any record(s) of any Company inquiries posted to GGP's database(s);

which is obtained by the receiving party from a third party who, to the best of receiving party's knowledge, is in lawful possession of such information and who did not acquire the same under an obligation of confidence directly or indirectly from the disclosing party;

g. which is required by law (i.e., an order of a court or data request from an administrative or governmental agency with competent jurisdiction) to be disclosed; provided however, that the receiving party shall provide the disclosing party ten (10) days prior written notice before the disclosure of such information pursuant to this Subparagraph g.

9.In the event that a receiving party has or acquires actual knowledge of any breach of the confidentiality of, or the misappropriation of, any information received under this Agreement, such party shall promptly give notice thereof to the other party.

10. Each party represents that to the best of its knowledge and belief it has the right to disclose such information and material for the purposes stated above. Neither party warrants that the information and material it discloses hereunder will meet the requirements of the other party or that such information and material when combined with other information or when used in a particular manner by the receiving party will be sufficient or suitable for the receiving party's purposes. Neither party assumes any responsibility or liability whatsoever under this Agreement for any use of information and material by the receiving party.

11. The parties hereto shall perform their respective obligations hereunder without charge to the other.

12. Nothing in this Agreement shall be construed, by implication or otherwise, to grant any right or license to a party under any patent, invention, copyright, or any other intellectual property right, now or hereafter owned or controlled by the other party.

13. Neither party shall issue any news releases, advertising or promotional releases relating to this Agreement without the prior written approval of the other party. Such approval shall not be unreasonably withheld. Prior to responding to any inquiry, that either party receives from news media concerning this Agreement, the parties shall coordinate their responses with each other.

14. All notices to the parties under this Agreement shall be in writing and sent to the names and addresses as set forth below. Either party may change such name and address by notice to the other in accordance herewith, and any such change shall take effect immediately upon receipt of such notice.

GIGI'S PLAYHOUSE
1069 WEST GOLF ROAD
HOFFMAN ESTATES, ILLINOIS 60194
Attn: General Counsel

Attn.: _____

15. Each party acknowledges that any breach of any of its obligations with respect to confidentiality or use of confidential information hereunder is likely to cause or threaten irreparable harm to the other party. The parties therefore agree that in the event of such breach by either party, the other party shall be entitled to seek equitable relief to protect its interests, including but not limited to preliminary and permanent injunctive relief, as well as monetary damages. Moreover, any such award of relief to the discloser of such confidential information shall include recovery of all actual and reasonable costs associated with enforcement of this Agreement including, without limitation, attorneys' fees.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois regardless of the laws that might otherwise govern under applicable Illinois principles of conflicts of law.

17. The parties hereto acknowledge their respective obligations to control access to technical information and material under the U.S. Export Laws and Regulations and agree to adhere to such Laws and Regulations with regard to any technical information and material received under this Agreement.

18. This Agreement constitutes the entire agreement between the parties hereto and supersedes all previous agreements and understandings, whether oral or written, express or implied, relating to subject matter of this Agreement. This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties hereto.

19. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

20. This Agreement is not intended to create or evidence any partnership, joint venture, agency, or similar relationship of any kind whatsoever.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the last date and year written below. The parties hereto agree that a facsimile transmission of this fully executed Agreement shall constitute an original and legally binding document.

COMPANY: _____

GIGI'S PLAYHOUSE INC.

By: _____

By: _____

Name and Title of Signer

Name and Title of Signer

Date

Date