

NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT is made and entered into as of the ___ day of _____, by and between Fashion Avenue, Inc, its divisions, and _____ (hereinafter "Recipient"). The persons executing this Agreement hereby warrant that they are authorized to do so for and on behalf of the above-named parties.

WHEREAS, Fashion Avenue, Inc, and Recipient wish to enter into a relationship, which will entail Fashion Avenue, Inc, disclosure, either verbally, in written, or other tangible form, to Recipient certain confidential and proprietary information, including but not limited to open line sublimation artwork and designs, Fashion Avenue, Inc, maintains as trade secrets and/or confidential information (hereinafter "Confidential Information"). Confidential Information is either owned by Fashion Avenue, Inc, or is owned by a third party and is in Fashion Avenue, Inc, possession pursuant to an agreement of confidentiality. The Confidential Information will be used by the Recipient only for the purpose of the consulting work being undertaken by the Recipient for Fashion Avenue, Inc, as a condition of such disclosure, the parties require each to sign and deliver this Agreement to establish certain restrictions to protect the information against the risk of unauthorized use or disclosure.

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

All art work is property of Fashion Avenue, Inc, and cannot be used or reproduced by any person or company without being purchased for a fee from or, having the written consent of Fashion Avenue, Inc, Any unauthorized reproduction of art work is subject to legal action; and is protected by Federal and State Law. Any concerns as to the legality of reproduction should be directed to: Fashion Avenue, Inc, 3370 N. San Fernando Rd. # 107 Los Angeles, and CA. 90065 (323)256-7009

Disclosure Fashion Avenue, Inc agrees to disclose, and Recipient agrees to receive the Confidential Information.

Confidentiality

- **No Disclosure.** Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than the Recipient.
- **Protection of Secrecy.** Recipient 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. As a user of International Graphics website, the recipient understands that the viewings of these images are for the sole purposed of the registered user approved by International Graphics. The recipient is responsible for the account information. Recipient agrees to not share log in name or password with anyone that is not a registered and approved user.

International Video Graphics Access:

By using our site and by registering for any of our services or products, recipient accepts that such personal data will be gathered and stored in our database. Confidentiality: Any documentation, whether on-line or in printed form, are confidential and proprietary to International Video Graphics. Such information shall not be used, disclosed or reproduced without the consent of the party providing said information.

ONLY Authorized Users shall access Fashion Avenue Inc. website.

Terms and Termination: The obligations of this Agreement shall be continuing until the Confidential Information disclosed to the Recipient is no longer confidential. **Unauthorized or improper use of these privileges may result in administrative disciplinary action and/or civil and criminal penalties. By continuing your registration you indicate you agree to all terms and conditions.**

IN WITNESS THEREOF, the parties have executed this agreement effective as of the date below.

Parties

Subscriber name:

Address:

Contact name:

Re-sale:

Tax ID:

Drivers License #

Tel:

Fax:

E-mail:

(Title)

(Authorized Signature)

(Print Name)

(Date)