



more
bright ideas
from the minds
at

the
Imagination
Factory, inc.

Mktg Consultants

Graphic Design

2D-3D Animation

Prototype Devel.

Skunkworks

Design/Illustration

Interactive CDs

Multimedia Kiosks

INTERNET (Web)
Design/Consulting
& Hosting

Search Marketing

Content Mgt. &
Copywriting

Digital AV

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49503

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Fax

www.what-if.com
Internet

...more than a place,
we're a state of mind!

Non-Disclosure Agreement

This Confidentiality Agreement ("Agreement") is made as of this ____ day of _____, ____, by and between _____ and The Imagination Factory, Inc., with an address of 15 Ionia Ave. SW, Suite 220 - Grand Rapids, MI 49503.

Any material/information which is being disclosed by shall be considered the intellectual and proprietary property of the disclosing party. It is being disclosed for the purposes of investigating a potential future working relationship and for budgetary and/or developmental purposes. The concepts, ideas, designs, prototypes, and actual implementation disclosed are covered by prevailing international corporate, copyright laws and potential patents.

Information NOT considered Confidential includes:

1. Information in the public domain or lawfully known to either party at the time of disclosure
2. Information, subsequent to disclosure, that becomes part of the public domain through no action of the non-disclosing party.

As such, in signing this agreement, both parties agree to hold confidential all discussions regarding and related to the material/information disclosed. Both parties further agree not to disclose or use, in any manner, any details regarding this material/information except as necessary for evaluation or as directed or agreed upon by the officers of the undersigned entities.

The duration of this agreement is for a period of _____ () years, until the window of marketing opportunity has sufficiently passed, as determined by the officers of the above parties but not less than six (6) months. The Imagination Factory, Inc. reserves the right to discuss, display or otherwise demonstrate its technical, marketing and/or design capabilities related to the project (proposed or actual) provided that in so doing it does not infringe upon the rights of the disclosing party.

Upon request following termination of this agreement, parties shall:

1. promptly return or destroy disclosed or proprietary information of the disclosing party and
2. certify same in writing to the disclosing party

This Agreement is intended to encompass only Confidentiality Issues only. Any points related to actual Work responsibilities and remuneration thereof shall be covered under separate Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any litigation related to this Agreement shall take place in Kent County, Michigan and both parties waive any objections they may have to venue in or the personal jurisdiction of any forum in such County. In the event of any such litigation the prevailing party will be entitled to attorney fees and costs of suits. This Agreement will bind receiving party's successors but may not be assigned, in whole or in part. This Agreement may not be amended, except in writing, signed by the Party against whom the amendment is asserted.

Acceptance

The signature of both parties shall evidence acceptance of these terms.

officer signature

date

Ted Bailey, the Imagination Factory, Inc.

date