

COMPANY AGREEMENT TO KEEP INFORMATION CONFIDENTIAL

AGREEMENT between **QualityXpressGraphix** (hereinafter called "Recipient") and **Disclosing Party**.

IN CONSIDERATION of the disclosing Party to Recipient of the CONFIDENTIAL INFORMATION as defined below, it is agreed as follows:

1. Recipient agrees not to distribute, disclose, or disseminate in any way to anyone except those of its employees with a definable need to know nor use for its own benefit, except as specified below or as otherwise authorized in writing by the Disclosing Party, any of the reports, analyses, graphics charts, data, machine readable programs, listings, notes and other documents and information and copies or reproductions thereof, relating to Disclosing Party's programs, activities or business received from the Disclosing Party in any form whatever, identified by the Disclosing Party as "proprietary" or "confidential", including (without limitation) written text, machine readable recorded tapes and disks, and oral and visual presentations (the "CONFIDENTIAL INFORMATION"). This provision will not apply to information which:

(a) is or becomes publicly available or is lawfully obtained from third parties without breach of any obligations such third parties may have to the Disclosing Party; or

(b) is released by the Disclosing Party in writing; or

(c) is previously known to Recipient independently of the Disclosing Party. Except as exempted under the immediately preceding sentence, the CONFIDENTIAL INFORMATION is represented to be the exclusive property of, and proprietary to, the disclosing Party.

2. With respect to oral and all other non-written disclosures of CONFIDENTIAL INFORMATION by the Disclosing Party to the Recipient, the following procedures shall apply:

(a) Prior to each oral presentation or discussion which the Disclosing Party wishes to include as CONFIDENTIAL INFORMATION under this Agreement, the Disclosing Party will announce to the Recipient personnel present that the information to be discussed will be subject to this Agreement; and

(b) Upon such announcement the Recipient personnel present will determine whether they wish to proceed and, if so, whether all of those Recipient personnel present have a need for access to said information. All Recipient personnel who remain for such presentation or discussion will be deemed to have need for such access, and Recipient will have responsibility hereunder for any misuse or mishandling of said information by such personnel, provided that the Disclosing Party confirms such disclosure in writing to the Recipient in sufficient detail for purposes of identification within 15 days of initial disclosure.

3. Recipient indemnifies the Disclosing Party against any claim, loss, cost, damage or expense (including reasonable attorney fees) suffered or incurred as a result of unauthorized use of disclosure of CONFIDENTIAL INFORMATION by Recipient or its employees. Recipient agrees not to make any copies of the CONFIDENTIAL INFORMATION without the Disclosing Party's consent and to return to the Disclosing Party all CONFIDENTIAL INFORMATION in tangible form provided by the Disclosing Party (and all copies thereof) upon the Disclosing Party's request.

4. Disclosure and receipt of the CONFIDENTIAL INFORMATION is solely for the purpose of understanding and evaluating any information related to QualityXpressGraphix.

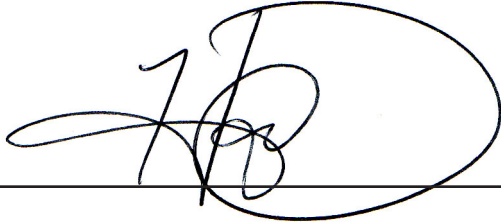
5. This Agreement shall expire three years after the date first written above, and the obligations created herein, including without limitation that of confidentiality shall survive the expiration of this Agreement and continue in full effect until three (3) years from the date of disclosure of the Proprietary Information disclosed hereunder.

6. In the event of a breach or threatened breach by Recipient of the provisions of this Agreement, the Disclosing Party shall be entitled to an injunction restraining Recipient from the disclosure or unauthorized use, in whole or in part, of the CONFIDENTIAL INFORMATION, in addition to any other remedies available to the Disclosing Party for such breach or threatened breach, including the recovery of damages.

7. This Agreement is not assignable. Any attempt by either party to assign or transfer any of the rights, obligations or duties of this Agreement without the prior written consent of the other party is void.

8. No license, express, implied, or otherwise, is granted by this Agreement for the use of the CONFIDENTIAL INFORMATION.

9. This Agreement shall be governed by the laws of the State of Ohio. IN WITNESSED WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

A handwritten signature in black ink, appearing to be 'HB', written over a horizontal line.

Signature

QualityXpressGraphix
Heidi Back, Owner / Director of Operations
Web + Print + Design
www.QualityXpressGraphix.com

Witness Signature