

MUTUAL NON-DISCLOSURE AGREEMENT FOR BUSINESS EVALUATION

THIS MUTUAL NON-DISCLOSURE AGREEMENT FOR BUSINESS EVALUATION (this "Agreement") is entered into and made effective as of the Effective Date shown on the signature page below, by and between The TJX Companies, Inc., on behalf of itself and/or its relevant affiliate(s), with offices at 770 Cochituate Road, Framingham, MA 01701 ("TJX") and the Service Provider identified on the signature page below. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Confidential Information.

1.1 In connection with one or more evaluations by TJX of one or more potential or proposed products or services arrangements with Service Provider (each, an "Evaluation"), the parties desire to share certain Confidential Information.

1.2 As used in this Agreement, "Confidential Information" means all non-public, confidential or proprietary information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") or its affiliates, or to any of the Receiving Party's or its affiliates' directors, officers, employees, agents, contractors, consultants, attorneys, advisors or representatives (collectively, "Representatives"), including, without limitation: (a) the existence and terms of and any information relating to: (i) this Agreement, (ii) the Evaluation, and (iii) any request for proposal, request for information or bid to which the Evaluation relates; (b) information concerning the Disclosing Party's and its affiliates', and their customers', suppliers' and other third parties' past, present and future business affairs including, without limitation, finances, customer information, supplier information, employee information, products, services, organizational structure and internal practices, forecasts, sales and financial results, records and budgets, and business, marketing, development, sales and other commercial plans and strategies; (c) designs, specifications, documentation, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes and other visual depictions; (d) inventions, ideas, methods, discoveries, trade secrets, know-how and other confidential intellectual property; (e) personally identifiable information; (f) third-party confidential information included with, or incorporated in, any information provided by the Disclosing Party; and (g) notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials, however recorded, prepared by the Receiving Party or its Representatives containing or based, in whole or in part, on any information described above.

1.3 Nothing contained in this Agreement, nor any disclosure of Confidential Information hereunder, shall grant or confer upon the Receiving Party any right, license or authority in or to the Confidential Information. The Confidential Information is provided "as is" and the Disclosing Party does not warrant the accuracy or completeness of same, and all implied warranties or representations to that effect are hereby disclaimed.

2. Exceptions to Definition of Confidential Information.

Except as required by applicable law, Confidential Information shall not include information that:

- (a) is already known to the Receiving Party or its Representatives without restriction on use or disclosure prior to the disclosure of such information by the Disclosing Party;
- (b) is or becomes publicly known other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives;
- (c) is or becomes available to the Receiving Party or its Representatives on a non-confidential basis from a third party source, provided that such third party is not and was not prohibited from disclosing such information by a legal, fiduciary, contractual or other obligation to the Disclosing Party; or
- (d) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.

3. Receiving Party Obligations.

3.1 The Receiving Party shall: (a) protect and safeguard the confidentiality of the Confidential Information using at least the same degree of care it uses to protect and safeguard its own non-public, confidential or proprietary information, but in no event less than a reasonable degree of care; (b) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than for the Evaluation; (c) not disclose the Confidential Information to any person or entity, except to its Representatives who (i) need to know the Confidential Information for the Evaluation, (ii) are informed by the Receiving Party of the confidential nature of the Confidential Information, and (iii) are subject to confidentiality obligations to the Receiving Party that are at least as protective of the Confidential Information as those contained in this Agreement; and (d) be responsible for any breach of this Agreement caused by any of its Representatives.

3.2 Notwithstanding the foregoing, the Receiving Party may disclose the Confidential Information to the extent such disclosure is required by a court or governmental body, or by applicable law; provided that the Receiving Party provides (a) prior written notice of such required disclosure to the Disclosing Party so that the Disclosing Party may seek, at its own expense, a protective order or other limitation on disclosure or remedy, and (b) reasonable assistance, at the Disclosing Party's expense, in opposing such disclosure or in seeking such a protective order, or other limitation or remedy.

4. Requirement of Notice of Unauthorized Use or Disclosure.

The Receiving Party shall give prompt (but in any event within seventy two (72) hours) written notice to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and shall assist the Disclosing Party in remedying any such unauthorized use or disclosure. Neither the Receiving Party's assistance, nor the Disclosing Party's acceptance of such assistance, in connection with any such unauthorized use or disclosure shall constitute a waiver of any breach of this Agreement.

5. Return/Destruction of Confidential Information.

Upon written notice at any time from the Disclosing Party, Receiving Party and its Representatives shall, as promptly as possible, and in all events within ten (10) business days: (a) return to the Disclosing Party or, at the Disclosing Party's option, destroy all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information, (b) erase all of the Confidential Information from its computer systems, and (c) certify in writing to the Disclosing Party that it has complied with the requirements of this Section. Any destruction or erasure of Confidential Information pursuant to this Section shall be done in a manner that is permanent and secure and that renders such Confidential Information unreadable, undecipherable and unable to be reconstructed. Notwithstanding the foregoing, the Receiving Party and its Representatives may retain copies of Confidential Information that are stored on their IT backup and disaster recovery systems until the ordinary course deletion thereof. The Receiving Party and its Representatives shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information.

6. **Term and Termination.** Either party may terminate this Agreement at any time by providing written notice to the other Party. Each party's rights and obligations under this Agreement with respect to any Confidential Information disclosed hereunder shall survive for

five years following the date of such disclosure, notwithstanding the earlier termination of this Agreement or return or destruction of such Confidential Information. Any right or obligation of the parties in this Agreement which, by its nature, should survive termination of this Agreement, will survive any such termination of this Agreement.

7. Injunctive Relief.

Each party acknowledges that a breach of this Agreement may cause the non-breaching party irreparable damages, for which an award of monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity.

8. Compliance With Laws.

The Receiving Party and its Representatives shall at all times comply with all laws and regulations applicable to their receipt, custody and use of Confidential Information including, but not limited to, export control laws and all laws relating to the privacy of personally identifiable information.

9. Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provisions. Each party irrevocably submits to the jurisdiction of the state and federal courts located in New York for the resolution of any matters related to this Agreement.

10. Miscellaneous.

10.1 This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

10.2 No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10.3 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement shall remain in full force and effect.

10.4 This Agreement may not be modified, amended or waived, except by an instrument in writing signed by each of the parties hereto. Any electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

10.5 Neither party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed herein.

10.6 If this Agreement is entered into in the Province of Quebec, the parties hereto acknowledge that they have requested this Agreement and all related documents to be drawn up in the English language. Les parties aux presents reconnaissent qu'elles ont exigé que la présente convention et tout document s'y rattachant soient rédigés en anglais.

11. Notices.

All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed delivered upon the first to occur of (a) actual delivery to the person to whom it is addressed, or (b) delivery by recognized overnight courier with confirmation of delivery, or (c) the third (3rd) business day after deposit in the United States mail, certified mail, return receipt requested, in each case addressed to the party as provided in this Agreement (Attention: General Counsel, in the case of TJX), or to such other address as either party may designate in writing to the other party for this purpose.

12. Assignment.

Neither party may assign any of its rights or delegate any of its obligations under this Agreement, by operation of law or otherwise, without the express written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

Service Provider:

Entity Name: _____

By: _____ (signature)

Signer's Name: _____

Title: _____

Address: _____

TJX:

The TJX Companies, Inc.

By: _____ (signature)

Signer's Name: _____

Title: _____

Effective Date: _____