



Product Evaluation Agreement

This AGREEMENT is dated as of (date), between (designer name), ("Disclosing Party"), located at (designer address) and DCI/Decor Craft, Inc., a corporation ("Evaluating Party"), located at 275 Westminster Street, Suite 555, Providence, RI, 02903, agree as follows:

- 1. The Submission.** Disclosing Party wishes to have Evaluating Party examine and evaluate (# of submissions) submissions tentatively known as (name of submissions) and more specifically described in Attachment A to this Agreement (the "Submission") with an eye toward assisting in the exploitation of any products, services or other commercial exploitation derived from materials contained in the Submission.
- 2. Review and Evaluation.** Evaluating Party wishes to review the Submission and consider whether, in its opinion, the Submission can be marketed to the parties' mutual benefit. The materials furnished by Disclosing Party shall be used by Evaluating Party solely to review or evaluate the Submission. After evaluating the Submission, Evaluating Party will either offer to enter into an agreement with Disclosing Party for exploitation of the idea or return the Submission to Disclosing Party and agree not to market or participate in the marketing or exploitation of any product or service described in or derived from the Submission.
- 3. Confidentiality.** The materials submitted by Disclosing Party describing the Submission, constitute valuable confidential information of Disclosing Party. The loss or outside disclosure of these materials or the information contained within them will harm Disclosing Party economically. Evaluating Party agrees to hold the Submission confidential and will not disclose it to any person other than its evaluators and other members of its staff who have reason to view the Submission.
- 4. Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
- 5. Severability.** If a court finds any provision of this Agreement invalid or un-enforceable as applied to any circumstance, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
- 7. Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.
- 8. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver

of prior or subsequent rights.

9. Governing Law and Jurisdiction. This agreement shall be governed by the laws of the state of Rhode Island. (Without giving effect to any conflict of law principles under Rhode Island law). The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Rhode Island, in any action arising out of or relating to this Agreement. The parties waive any other jurisdiction to which either party might be entitled by domicile or otherwise.

10. Attorney Fees and Expenses. In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of each party, starting from the date first written above. Each party has signed this Agreement through its authorized representative.

Disclosing Party:

(Signature)

(designer name)

(Typed or Printed Name)

DCI/Decor Craft Inc.:

(Signature)

Title: _____

Date: _____