



Agreement of Confidentiality and Noncompetition

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (Agreement) is made and entered to on _____ day of _____, 20____ by **Made in the Shade Blinds & More /Creation Carpets of America (MITS/CCA)** and _____ (**Applicant**) regarding the **MITS/CCA** dealership program (**The Project**).

Whereas certain trade secrets, practices or information provided or disclosed or to be provided or to be disclosed by **MITS/CCA**.

And Whereas **MITS/CCA** is providing this information for the purposes of exploring a potential business relationship between **MITS/CCA** and **Applicant**;

Therefore the **Applicant** hereby agrees not to engage in any competitive activity either directly or indirectly on the basis of information provided either verbally or in writing without the prior written consent of **MITS/CCA**;

And the **Applicant** hereby agrees not to disclose any such information to any party except with the prior written consent of **MITS/CCA**.

For the purposes of this document the **Applicant** and **MITS/CCA** so named above shall be regarded as the same;

It is agreed that the **Applicant** shall use the aforesaid information for the sole purpose of exploring a potential business relationship with **MITS/CCA**;

And it is agreed that upon request, any and all material provided to the **Applicant** shall be immediately returned to **MITS/CCA**;

And it is agreed that the **Applicant** shall take the strictest precautions to guard against the disclosure of such information by the **Applicant**'s staff and/or associates to any third party which may constitute a breach of this Agreement.

This Agreement shall not be construed as granting or conferring any rights by license or otherwise in any Trade Secret or Confidential Information disclosed by **MITS/CCA** to the **Applicant**.

Therefore it is acknowledged by the **Applicant** that such trade secrets, practices of information are the exclusive property of **MITS/CCA** and that any such disclosure or competition could be injurious to the financial well being and to the reputation of **MITS/CCA** and that

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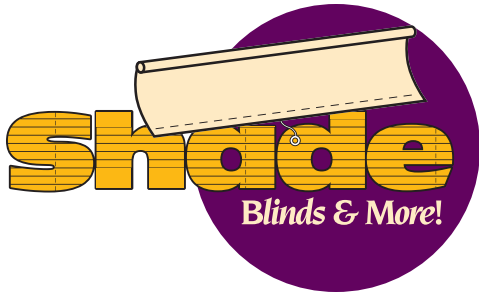
MITS/CCA at its sole discretion may seek compensation from the **Applicant** for any losses, damages or exposures either present or future as a result of such unauthorized disclosure or competitive activity.

In the event of legal action arising from a breach of this Agreement the **Applicant** agrees that upon determination by a court of competent jurisdiction that it shall be bound by the decision and shall pay forthwith any and all judgments including legal fees, court costs and other expenses incurred by **MITS/CCA** relating to this action.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the _____ day of _____, 20____.

MITS/CCA

Applicant



REQUEST FOR CONSIDERATION

Made In the Shade and Creation Carpets are proud to adhere to the principles of the Personal Information Protection and Electronic Documents Act. The information that you share with us will be held in strict confidentiality and reviewed only by those involved with the approval process for New Dealership.

Date: _____, 20____.

PERSONAL INFORMATION					
<input type="checkbox"/> MR.	<input type="checkbox"/> MRS.	<input type="checkbox"/> MS.	FIRST:	MI:	FAMILY:
ADDRESS:					
CITY:		STATE:		ZIP CODE:	
TELEPHONE (HOME): () -			EMAIL (HOME)		
TELEPHONE: (WORK): () -			EMAIL (WORK)		
TELEPHONE: (CELL): () -			MAY WE CONTACT YOU AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO		
BEST TIME TO REACH YOU: <input type="checkbox"/> MORNING		<input type="checkbox"/> AFTERNOON	<input type="checkbox"/> EVENING	<input type="checkbox"/> MARRIED	<input type="checkbox"/> SINGLE
SPOUSE'S NAME:			YOUR DOB:		SPOUSE'S DOB:
EDUCATION:					
<input type="checkbox"/> HIGH SCHOOL	<input type="checkbox"/> SOME COLLEGE	<input type="checkbox"/> UNIVERSITY GRAD	<input type="checkbox"/> PROFESSIONAL	<input type="checkbox"/> TRADE SCHOOL	<input type="checkbox"/> OTHER:
FIELD OF STUDY:					
WORK EXPERIENCE:					
EMPLOYED BY:			PRESENT OCCUPATION:		
JOB DUTIES:					
ANNUAL INCOME: \$			YEARS AT PRESENT JOB:		
SPOUSE'S EMPLOYER:			SPOUSE'S OCCUPATION:		
JOB DUTIES:					
SPOUSE'S INCOME: \$			YEARS AT PRESENT JOB:		
OTHER INCOME:					

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INTEREST IN A BUSINESS

HOW DID YOU HEAR ABOUT MADE IN THE SHADE AND CREATION CARPETS?

WHAT CAUSED YOU TO RESPOND TO US NOW?

WHEN WOULD YOU LIKE TO START YOUR DEALERSHIP?

HAVE YOU PREVIOUSLY OWNED AND OPERATED A BUSINESS?: YES NO

TYPE OF BUSINESS:

DETAILS:

LOCATION – FIRST PREFERENCE: CITY: STATE:

LOCATION – SECOND PREFERENCE: CITY: STATE:

BUSINESS AND MANAGEMENT PLANS

DO YOU PLAN TO DEVOTE FULL TIME TO THIS BUSINESS? YES NO

WILL YOUR SPOUSE BE ACTIVE IN THE DEALERSHIP? YES NO DO YOU PLAN TO HAVE PARTNERS? YES NO

MY ANNUAL INCOME GOAL IS: \$

FINANCING ON BUSINESS

OWN A HOME APPROXIMATE MARKET VALUE: \$ NO. OF YEARS: MORTGAGE BALANCE: \$

HOW MUCH CAPITAL DO YOU HAVE AVAILABLE TO INVEST IN A BUSINESS?

\$6,000 — \$10,000 \$10,000 — \$20,000 \$20,000 — \$30,000 \$30,000 — \$40,000 OVER \$40,000

WILL PRODUCE FUNDS VIA:

BANK RELATIVES HOME EQUITY STOCKS SAVINGS RRSP'S OTHER: _____

ADDITIONAL INFORMATION WE SHOULD HAVE OR BE AWARE OF:

SIGNATURE:



PRELIMINARY AGREEMENT DEPOSIT RECEIPT ON EXCLUSIVE TERRITORY

Subject: Made in the Shade/Creation Carpets Exclusive Business Opportunity for the Territory Designated as: _____

Thank you your interest in the above-mentioned business opportunity. Below you will find our proposal for you to acquire the exclusive rights, equipment, and product for the Made in the Shade and Creation Carpets opportunity.

This would be for the _____ territory.

CHOOSE ONE	<input type="checkbox"/>	Both Made in the Shade AND Creation Carpets exclusive Dealerships, including all samples, training and ongoing support	\$29,900.00 USD
	<input type="checkbox"/>	One Dealership of Choice (Made in the Shade OR Creation Carpets)	OR \$19,900.00 USD
		TOTAL:	\$ _____
		Less: Non-refundable deposit <i>(Checks made out to the Made in the Shade / Creation Carpets)</i>	(\$ _____)
		BALANCE DUE:	\$ _____
		Amount to be received prior to receiving Made in the Shade/Creation Carpets training, samples and equipment..... no later than _____	\$ _____

I agree to the above terms and conditions of this proposal.

Made in the Shade / Creation Carpets

Date

Date