

AGREEMENT ON CONFIDENTIALITY

This Agreement on Confidentiality (hereinafter the “**Agreement**”) is made and entered as of the date of later signature below (“**Effective Date**”) by and between _____, a _____, having its principal place of business at _____ (hereinafter “**Vendor**”) and **DAVID’S BRIDAL, INC.**, a Delaware corporation, having its principal place of business at 1001 Washington Street, in Conshohocken, Pennsylvania 19428 (hereinafter the “**Company**”).

WHEREAS, the Parties desire to establish terms governing the information that may be disclosed by or on behalf of a Party in connection with discussions relating to potential business opportunities, business relationships, provision of products and/or services, or other types of business arrangements between the Parties and, in the event the Parties enter into a contractual relationship, information disclosed pursuant to such contractual relationship (herein the “**Purpose**”);

NOW THEREFORE, in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, mutually agree as follows:

1. All clauses contained in the recitals above shall form a part hereof as if incorporated herein at length. In instances where provisions of this Agreement are intended to be mutually applicable to both of the parties hereto, they are herein referred to as the “**Parties**” and each of the Company and Vendor may be hereinafter referred to individual as a “**Party**”.
2. Either Party may from time to time disclose, including any disclosures on behalf of such Party by a third party or on behalf of Company by an affiliate (in that context herein the “**Disclosing Party**”), to the other Party (in that context herein the “**Receiving Party**”) either orally, in writing, electronically or in some other form, or make available through access, inspection or observation of Disclosing Party’s property or facilities or otherwise, certain information and/or material related to the Purpose (herein collectively the “**Confidential Information**”). Confidential Information shall include, but not be limited to, any and all: patents, copyrights, trade secrets, know-how, inventions, techniques, processes, algorithms, software programs, documentation, screen shots, icons, schematics, software source code, and all other technology-related information; contracts and agreements; employee information; customer information and lists; financial information; internal manuals, processes and procedures; sales plans, projections and results; information and business plans (including potential dispositions, expansions and acquisitions); products, product designs, textile designs, and development; potential product names, labeling and marking ideas; pricing information and plans; materials including, without limitation, documents, drawings, samples, sketches, designs, and other information concerning, color palette and color standards; sourcing information; vendor information and lists; ideas, designs and artwork for all types of marketing, advertising, public relations, commerce and eCommerce, as well as specific advertising strategies, plans and results; and any other non-public, proprietary information relating to Disclosing Party’s business.
3. Confidential Information shall also include all analyses (except for business conclusions related to a decision to enter, or not enter, into any Purpose), compilations, studies, notes and other documents prepared by the Receiving Party (or its Representatives) which contain, otherwise reflect or are generated from the Confidential Information, regardless of the form or medium in which any such information is noted, recorded or stored.
4. Confidential Information shall not include, and the burden will be on the Receiving Party to show that:
 - a. _____ at the time of disclosure to the Receiving Party the information was already within the public domain, including information which can be shown to be a general industry similar practice and not “bona fide” Confidential Information; or
 - b. _____ after disclosure to the Receiving Party, the information comes into the public domain, other than by reason of any breach of this Agreement or any other obligation of confidentiality applicable to Receiving Party; or

- c. at the time of disclosure, the information was already within the Receiving Party's possession free of restriction, provided that the source of such information was not itself subject to any agreement, obligation or duty of confidentiality in respect thereto; or
 - d. after disclosure to the Receiving Party, the information lawfully comes into the Receiving Party's possession on a non-confidential basis, provided that the source of such information was not itself subject to any agreement, obligation or duty of confidentiality in respect thereto; or
 - e. is developed independently by Receiving Party without any use of or reference to Disclosing Party's Confidential Information.
5. Receiving Party agrees not to use any of the Confidential Information other than for the Purpose. Each Party agrees to treat the others' Confidential Information with not less than the same degree of care as it accords its own Confidential Information of like importance to avoid disclosure, but in any case, not less than a reasonable degree of care. Receiving Party agrees to use reasonable efforts and take reasonable precautions against disclosure of all Disclosing Party's Confidential Information in Receiving Party's control.
 6. Neither Party to this Agreement shall without the prior written consent of the other Party, disclose to any other person or entity, or make any public announcement regarding this Agreement, the fact that Confidential Information of the other Party has been, or may be, disclosed under this Agreement, that discussions or negotiations are taking place between the Parties, or any of the terms, conditions, status or other facts with respect thereto.
 7. The Receiving Party will not at any time disclose or reveal the Confidential Information made available to it, without the prior written consent of the Disclosing Party (which consent may be given on such terms and conditions as the Disclosing Party considers appropriate or which consent may, in its absolute discretion, be refused), to any person or entity other than the Representatives of the Receiving Party for the Purpose. The Receiving Party will advise its Representatives having access to Confidential Information of Receiving Party's obligations under this Agreement and shall ensure that its Representatives observe the terms hereof as if they were signatories hereto and Receiving Party shall be responsible for the treatment and use of Disclosing Party's Confidential Information by its Representatives and for any breach of this Agreement by its Representatives. The term "**Representatives**" with respect to Company shall mean Company's employees, affiliates and third party service providers and with respect to Vendor shall mean Vendor's employees and third party service providers.
 8. The Receiving Party may be compelled to disclose or reveal Confidential Information made available to it as required by court of law, or other applicable mandatory governmental process, and in such case, (a) before disclosing any Confidential Information, the Receiving Party shall use reasonable efforts to provide prompt prior written notice thereof to Disclosing Party (or if unable to provide prior notice of the disclosure, Receiving Party shall, to the extent legally permissible, provide Disclosing Party with such information as Disclosing Party may request regarding such disclosure), and provide cooperation and reasonable assistance to Disclosing Party in order that Disclosing Party may seek a protective order or other appropriate remedies. In each case and whether or not a protective order has been obtained, Receiving Party shall disclose only that amount of Confidential Information that is required to be disclosed to be in compliance with the court order or other mandatory governmental process.
 9. Unless otherwise agreed in a signed writing, the Parties agree that all Confidential Information disclosed by or on behalf of the Disclosing Party to Receiving Party under this Agreement is, and at all times remains, the sole exclusive property of Disclosing Party (including without limitation information held in electronic storage media). This Agreement shall not be construed to grant any license or any other right to any information disclosed hereunder. This Agreement does not impair either Party's right to contest the validity of any patent, trademark or copyright that has or may be issued.
 10. Except as agreed to in signed writing by the Parties, the Receiving Party further agrees that at the termination of this Agreement, or within thirty (30) days of written request from the Disclosing Party (unless a shorter period is required by law or required by Disclosing Party as the result of a breach of any other agreement between the Parties), the Receiving Party will, at Disclosing Party's option, either (a) return to the Disclosing Party all Confidential Information supplied to it (or its Representatives) by the Disclosing Party (or its Representatives),

together with all copies thereof, or (b) completely destroy or delete all such Confidential Information, together with all copies thereof (including without limitation, all copies of such Confidential Information contained in any electronic storage media), and not retain any Confidential Information in any form. Notwithstanding the foregoing, and subject to the other provisions of this Agreement, Receiving Party may retain in its legal department or with its outside attorneys such documents as are necessary for legal retention purposes and non-tangible Confidential Information stored electronically in backup media if the backup media is not readily accessible to users and if the backup media is overwritten in the ordinary course of reuse of the backup media. Receiving Party shall promptly certify in writing to the Disclosing Party that Receiving Party has complied with this Section and deliver such certification not later than thirty (30) days after Disclosing Party's written request for such certification. The rights and obligations under this Agreement shall survive any return, destruction or deletion of Confidential Information.

11. The initial term of this Agreement shall be for 1 year and it shall automatically renew for successive 1 years terms. Either Party may terminate this Agreement at any time upon 90 days' prior written notice to the other Party. Neither Party shall have any obligation to disclose any Confidential Information or to enter into or continue discussions relating to any arrangement or agreement relating to the Purpose or any other matter, except as agreed to in a signed writing by the Parties (including pursuant to any agreement establishing a contractual relationship between the parties for the provision of goods or services). Except as agreed to in signed writing by the Parties, the Parties reserve the right, in their sole respective discretions, to decide to (i) make or not make a proposal, (ii) reject any and all proposals made, (iii) terminate discussions at any time and/or (iv) enter into a definitive agreement. The Parties shall not have rights or obligations of any kind whatsoever with respect to the Purpose by virtue of this Agreement other than for the matters specifically set forth herein.
 - a. Notwithstanding any expiration or termination of this Agreement, all of the Parties' rights and obligations regarding the Confidential Information that includes trade secrets shall survive any such expiration or termination, and remain in effect, and except with respect to such Confidential Information that includes trade secrets, all rights and obligations hereunder with respect to Confidential Information shall continue for a period of three (3) years following such date of expiration or termination.
 - b. Notwithstanding any expiration or termination of this Agreement, if the Parties mutually agree to enter into or continue the Purpose or other arrangement relating to the Purpose, and the Parties do not then enter into a new confidentiality agreement or otherwise include terms governing confidentiality in such agreement, the terms and conditions set forth herein shall also apply to any information and/or materials related to, or activities undertaken in connection with carrying out such continuing Purpose or other arrangement. Additionally, notwithstanding any termination or expiration of this Agreement, this Agreement shall continue to be effective to the extent this Agreement governs the confidentiality of information under, or is otherwise incorporated by reference into any other agreement between the Parties.
12. The Parties acknowledge and agree that any breach of the terms and conditions of this Agreement by one Party may cause irreparable loss and harm to the non-breaching Party for which monetary damages may not be a sufficient remedy for such breach, and therefore, the non-breaching Party shall be entitled to seek specific performance, injunctive or any other appropriate equitable relief as remedies for any breach or anticipated breach; provided that, such equitable remedies shall not be deemed to be the exclusive remedies for any such breach hereunder, but shall be in addition to any and all other remedies available at law or in equity to the non-breaching Party.
13. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles. The parties irrevocably consent to the exclusive jurisdiction of the state and federal courts located in the Commonwealth of Pennsylvania, and agree that such courts are the exclusive venue for any matter arising out of or related to this Agreement. The parties hereby waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum.
14. If any provision of this Agreement shall, for any reason, be found by a court of competent jurisdiction to be unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement which shall remain in full force and effect, and this Agreement shall be construed as if such unenforceable provisions had never been contained herein.

15. No waiver of any term, condition or obligation of this Agreement shall be valid unless in writing and signed by the waiving Party. The failure or delay by either party to exercise any right under this Agreement, shall not be construed to be a waiver of such right or to preclude further exercise. No waiver of any one or several of the provisions, conditions or obligations of this Agreement, and no partial waiver thereof, shall be construed as a waiver of any of the other terms, conditions or obligations of this Agreement.

16. All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by either (a) personal delivery, (b) nationally recognized overnight courier service, or (c) certified or registered first class mail, return receipt requested, and shall be deemed given upon the earlier of (i) actual receipt or (ii) first refusal of delivery, as referenced by applicable delivery receipt or record. Notices shall be sent to the address for each Party set forth in the first paragraph of this Agreement. A copy of all notices to Company shall be sent to David's Bridal, Inc., 1001 Washington Street, Conshohocken, PA 19428, Attention: Vice President, Corporate Counsel. Either Party may change its address for notices by notice given as provided for in this Section.

17. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes or replaces any prior similar understandings or agreements between the parties whether oral or written. This Agreement may be amended or modified only in writing, signed by an authorized representative of each Party. This Agreement shall be binding upon and inure to the benefit the Parties and their respective successors and assigns, provided, however, that an assigning Party will not in any event be released from any of its obligations or liabilities hereunder. This Agreement may be executed in counterparts and delivered by facsimile or other electronic means, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned, representing that they have the requisite organizational power and authority on behalf of their respective entities, have caused this Agreement to be executed, as of the Effective Date, as the valid and binding act of their respective entities.

DAVID'S BRIDAL, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____