

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") made and entered into by and between _____ (VENDOR), with an address of _____ and Family Dollar Services, Inc., a North Carolina corporation with an address of 10401 Old Monroe Road, Matthews, NC 28105, mailing address: P.O. Box 1017, Charlotte, NC 28201-1017 ("Family Dollar"), shall govern the conditions of mutual disclosure by the parties of certain confidential and proprietary information relating to software, processes, business and related to customers and clients of each party and their respective affiliates. For the purpose of this Agreement, "Confidential and Proprietary Information" is defined as (i) all confidential or secret processes, plans, formulae, data (including cost, real estate, and performance data), inventions, machinery, drawings, papers, writings, specifications, manufacturing or design procedures and techniques, methods, technology, know-how, programs, databases, source codes, devices and materials related to the business, products (either existing or under development), services or activities of the parties or any affiliate, customer or client of the parties regardless of whether or not any or all of the foregoing are, may or can be patented or copyrighted, (ii) any other information or aspect of or related to any of the trade, business, finances, products or activities of the parties or any affiliate, customer or client of the parties, which are confidential, secret or of a proprietary nature, or (iii) any customer or supplier usages or requirements and any of the lists of clients, prospects, customers, suppliers or business contacts of the parties.

1. Each party hereby agrees (i) not to use the Confidential and Proprietary Information of the other party except as expressly authorized in writing by the other party, (ii) to make no other use whatsoever of any Confidential and Proprietary Information provided hereunder, and (iii) not to disclose the Confidential and Proprietary Information to others. Each party agrees not to reproduce or copy by any means Confidential and Proprietary Information without the other party's prior written consent in each case.

2. The obligations of Paragraph 1 shall not apply to:

(a) Confidential and Proprietary Information which a party can demonstrate by competent proof, such as properly executed written records, that was in its possession at the time of the other party's disclosure to it, and which was obtained free from obligation to any third party;

(b) Confidential and Proprietary Information which is now, or becomes in the future, public knowledge other than through acts or omissions of the other party;

(c) Confidential and Proprietary Information which a party can demonstrate by competent proof that was lawfully obtained from sources free from obligation to any third party; and

(d) Confidential and Proprietary Information that is developed independently, without access to the Confidential and Proprietary Information.

No combination of individual items of Confidential and Proprietary Information shall be deemed not to be confidential and subject to the obligations of Paragraph 1 merely because the individual items are subject to one or more of the above listed exceptions; a combination shall be deemed not to be confidential only if the entire combination itself is subject to one of the above listed exceptions.

3. Upon a party's written request, the other party shall return to the requesting party all Confidential and Proprietary Information in tangible form in its possession, and shall destroy all Confidential and Proprietary Information in machine-readable form in its possession. The non-requesting party shall certify in a written document signed by it that all tangible Confidential and Proprietary Information has been returned, and that all machine-readable Confidential and Proprietary Information has been destroyed.

4. Each party shall perform under this Agreement without charge to the other. Nothing in this Agreement shall be construed by implication, estoppel or otherwise as establishing any type of commitment or right for either party to make any commitment with, for or on behalf of the other party.

5. Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between _____(VENDOR) and Family Dollar, or the relationship between them of principal and agent. Each party has sole and exclusive ownership of all right, title and interest in and to its respective Confidential and Proprietary Information, including, ownership of all patents, copyrights and trade secrets pertaining thereto, subject only to the rights and privileges expressly granted by it. Each party agrees that it does not acquire any rights to use, and expressly agrees not to use, in advertising, publicity or other marketing activities, any name, trade name, trade mark or other designation of the other party.

6. THE PARTIES EXPRESSLY RECOGNIZE THAT ANY BREACH OF THIS AGREEMENT MAY RESULT IN IRREPARABLE INJURY TO THE NON-BREACHING PARTY AND THAT MONETARY DAMAGES ALONE MAY BE AN INADEQUATE REMEDY IN SUCH CASE, AND THE PARTIES THEREFORE AGREE THAT THE NON-BREACHING PARTY MAY, IF IT SO ELECTS, INSTITUTE AND PROSECUTE PROCEEDINGS IN ANY COURT OF COMPETENT JURISDICTION, EITHER IN LAW OR EQUITY, TO OBTAIN DAMAGES FOR ANY BREACH OF THIS AGREEMENT, OR TO ENFORCE THE SPECIFIC PERFORMANCE OF THIS AGREEMENT BY THE BREACHING PARTY, OR TO RESTRAIN OR ENJOIN THE BREACHING PARTY FROM ALL ACTIVITIES IN VIOLATION OF THIS AGREEMENT. THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ANY AND ALL COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES, IN ENFORCING THIS AGREEMENT AND THE PROVISIONS OF THIS SECTION AGAINST THE OTHER PARTY.

7. No change in this Agreement shall be effective unless such change is mutually agreed upon, in writing, by both parties.

8. This Agreement expresses the sole and entire agreement between Family Dollar and _____(VENDOR) and supersedes all prior discussions, representations and understanding.

9. This Agreement may not be assigned by either party. This Agreement shall continue for the benefit of, and shall be binding upon, the parties hereto and their respective successors, heirs, assigns and legal representatives.

10. This Agreement shall be deemed executed within, and interpreted in accordance with, the laws of the State of North Carolina.

11. This Agreement shall remain in force until five (5) years after the effective date below. After the expiration of said five (5) year period, both parties' obligations hereunder shall survive as to Confidential and Proprietary Information received or acquired prior thereto.

Family Dollar Services, Inc.

Effective Date:

By: _____

Name: _____

Title: _____

_____ (VENDOR)

By: _____

Name: _____

Title: _____