

Non Disclosure Agreement

THIS NON DISCLOSURE AGREEMENT (the "Agreement"), entered into this ____ day of _____, 20__ by and between Dollar Tree Stores, Inc., for and on behalf of itself and its direct and indirect parent companies and its and their subsidiaries and affiliates (collectively, "Dollar Tree") and _____ ("Recipient"), contains the terms and conditions under which Dollar Tree shall provide/has provided to Recipient certain of its proprietary technical and business information and materials as further defined below ("Confidential Information").

In consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

Recipient shall use confidential Information only for the purpose of Recipient's review of and response to the Request for Proposal (and subsequent Invitation to Bid) provided by Dollar Tree, to which this Agreement is attached, and for no other purpose, and Recipient shall maintain as confidential any and all Confidential Information disclosed by Dollar Tree. Confidential Information shall be held in confidence to the same degree to which Recipient maintains the confidentiality of its own confidential information and shall not be disclosed to any other party whatsoever. A limited number of employees of Recipient who have a verifiable need to know such Confidential Information in order to carry out the intended purpose expressed herein, and who are bound to the same or a materially similar obligation of nondisclosure may, however, have access to same.

Confidential Information shall include, but not be limited to, proprietary technical data, trade secrets, processes, know-how, financial data, analyses, forecasts, plans, operations data, customer lists, and the like whether written, oral, electronic, recorded on tapes or in any other media or format.

Recipient's obligations of confidence and limited use shall not apply to any information which is, or becomes, through no fault of its own, publicly known, or which is already known to Recipient as can be documented by its written records, or which is disclosed to Recipient by another party without binder of non disclosure.

Upon Dollar Tree's written request, Recipient shall promptly return or destroy any and all Confidential Information, and copies thereof, which were provided to it by Dollar Tree. Recipient shall also promptly return or destroy any and all documents and materials and copies thereof, which were produced by it using Confidential Information provided by Dollar Tree. Further, no information derived from reviewing the Confidential Information may, either directly or indirectly, be used for the benefit of Recipient or for the benefit or advantage of any other person or entity whose interests may be contrary to the interests of Dollar Tree.

Nothing herein shall be construed to grant a license to Recipient under any patent, copyright, trademark or trade secret rights of Dollar Tree.

Any notice or other communication required or permitted hereunder shall be effective upon receipt if given in writing and sent by facsimile, with confirmation copy by U.S. mail, postage prepaid, or express mail service, in each case addressed to the receiving party at the address as set forth below. The addresses to which notice is to be given hereunder may be changed from time to time by notice given as provided herein.

If Recipient files a voluntary petition in Bankruptcy or fails to have vacated and discharged within 60 days similar proceedings commenced against Recipient, or makes an assignment for the benefit of creditors or causes a Receiver to be appointed for its business and assets, then in any such event, and upon receipt of a written request from Dollar Tree, Recipient shall immediately return all Confidential Information to Dollar Tree, together with all copies thereof. Recipient hereby acknowledges that any and all Confidential Information remains the exclusive property of Dollar Tree.

If Recipient shall receive an order from a governmental authority requiring disclosure of any Confidential Information, Recipient shall give Dollar Tree notice as soon as possible in order to afford Dollar Tree an opportunity to defend against such disclosure. If any disclosure is finally ordered, Recipient shall disclose only such of the Confidential Information as is necessary to meet the requirements of such order.

Both parties agree that all the terms, rights, duties and conditions contained in this Agreement shall survive for a period of five (5) years from the later of (a) the termination of discussions pursuant to this Agreement without entering into a subsequent written agreement relating to the above stated purpose or (b) the termination of such a subsequent agreement, if any.

This is the entire agreement between the parties concerning the non-disclosure of the Confidential Information. Any modification to this Agreement shall be made in writing and signed by the parties hereto. No waiver shall be affected nor breach excused unless the same are in writing. This Agreement shall be construed under the laws of the Commonwealth of Virginia without regard to its conflict of laws rules, and shall be deemed to have been executed and entered into in Chesapeake, Virginia. Any provision found to be illegal or unenforceable shall be deemed stricken and the remainder of the Agreement shall be of full force and effect.

COMPANY: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

Mailing Address: _____

ATTN: _____

FACSIMILE ADDRESS: _____

ATTENTION: _____

Dollar Tree Stores, Inc.

BY: MIKE HENDRICKS _____

SIGNATURE: _____

TITLE: VICE PRESIDENT – PROCUREMENT

DATE: _____

Mailing Address: _____

500 Volvo Parkway

Chesapeake, VA 23320

ATTN: MIKE HENDRICKS, VP – PROCUREMENT

FAX: 757-321-5111

ATTENTION: MIKE HENDRICKS

MHENDRICKS@DOLLARTREE.COM