

## NON-DISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is entered into by and between [REDACTED], with its principal offices at 301 East 66<sup>th</sup> Street ("Disclosing Party"), and Atelier Artisan ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

**1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information (in any form or media whatsoever) that the Disclosing Party, its agents or representatives furnishes to the party receiving such information (the "Receiving Party") or the Receiving Party's agents or representatives, whether furnished before or after the date of this agreement, including without limitation all formulas, intellectual property, processes, pricing information, product development information, marketing plans and strategies, notes, analyses, compilations, studies or, financial information, third party contracts, personal records and other materials, whether in written, printed, electronic, magnetic or any other form or media and whether prepared by the Disclosing Party, the Receiving Party or others, that contain or otherwise reflect such information.

**2. Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party, its agents or representatives, (b) was available to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party, its agents or representatives, (c) becomes available to the Receiving Party on a non-confidential basis from a source other than the disclosing party, its agents or representatives, provided that such source is not bound by a confidentiality agreement with, or other obligation of secrecy to, Disclosing Party, its agreement or representatives.

**3. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement and that the Receiving Party shall remain responsible for any violation of the terms of this agreement by any of its agents or representatives. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own

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benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing. Notwithstanding the redelivery or destruction of the Confidential Material, the Receiving Party will continue to be bound by its obligations of confidentiality and other obligations hereunder.

**4. Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

**5. Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

**6. Remedies.** We agree that money damages would be an insufficient remedy for any breach of the terms of this letter agreement by the Receiving Party or its agents or representatives, and that any such breach would cause the aggrieved party irreparable harm. Accordingly, in the event of any breach or threatened breach of the terms of this agreement by the Receiving Party or any agents or representatives, the Disclosing Party, in addition to all other remedies available to it, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

**7. Severability.** If a court finds any provision of this Agreement invalid or unenforceable, such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of the agreement which shall be interpreted so as best to effect the intent of the parties.

**8. 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.

**9. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

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**10. Governance of Agreement.** This agreement shall be governed by and constructed in accordance with the laws of the state of New York.

Confirmed and agreed to as of the date set forth:

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(Signature)

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Date: 4/20/12

**Atelier Artisan**

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(Signature)

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(Typed or Printed Name)

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Date:

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