

ATELIER ARTISAN Nondisclosure Agreement



Atelier Artisan
(by appointment only)
25 Cornelia Street Suite 10
NYC, NY 10014
T: New York + [REDACTED]
Skype: BenuBako [REDACTED]
W: atelierartisan.com

This agreement is made as of Date _____ by and between Atelier Artisan with principal offices at 25 Cornelia Street Suite 10 NYC, NY 10014 and (Recipient) SLK Designs with principal offices at 301 E 66th St, the (Recipient).
NYC 10065

1. The Purpose. Jalan Sahba and **The Recipient** wish to explore a potential business relationship in connection with which Atelier Artisan may disclose its Confidential Information (as defined below) to the Recipient, (The Business Relationship).
2. Definition of Confidential Information. Confidential Information means any information, technical data, or know-how, including but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances of Atelier Artisan, which all shall be deemed as Confidential Information. Confidential Information does not include information, technical data or know how which (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure, or (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of the Recipient or, (iii) is approved by Atelier Artisan, in writing, for release.
3. Nondisclosure of Confidential Information. The Recipient agrees not to use any Confidential Information disclosed to it by Atelier Artisan for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of the Relationship. The Recipient will not disclose any Confidential Information of Atelier Artisan to parties outside the Relationship or to employees of the Recipient other than employees or agents under appropriate burden of confidentiality and who are required to have the information in order to carry out the discussions regarding the Relationship. The Recipient agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Atelier Artisan in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature. The Recipient agrees to notify Atelier Artisan in writing of any misuse or misappropriation of Confidential Information of the disclosing party, which may come to the receiving party's attention.
4. Publicity. The Recipient or Atelier Artisan will not, without prior consent of the other party, disclose any other person, the fact that Confidential Information of The Recipient or Atelier Artisan has been 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, except as required by law and then only with prior notice as soon as possible to Atelier Artisan

Atelier Artisan

NDA

6. Patent or Copyright Infringement. Nothing in this agreement is intended to grant any rights to the Recipient with regard to any and all rights of ATELIER ARTISAN's rights to patents or copyrights.

7. Term. The forgoing commitments of each party shall survive any termination of the Relationship between the parties for a period of three years after application of Section 5 above.

8. Successors and Assigns. This agreement shall be binding upon and for the benefits of the undersigned parties, their successors and assigns, provided that Confidential Information of ATELIER ARTISAN may not be assigned without the prior written consent of ATELIER ARTISAN. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

9. Governing Law. This agreement shall be governed by and enforced in accordance with the laws of the State of New York and shall be binding upon the Recipient in the United States and worldwide.

10. Remedies. The Recipient agrees that any violation or threatened violation will cause irreparable injury, both financial and strategic, to ATELIER ARTISAN and in addition to any and all remedies that may be available, in law, in equity or otherwise, ATELIER ARTISAN shall be entitled to injunctive relief against the threatened breach of this Agreement by the Recipient without the necessity of proving actual damages.

In Witness whereof, this Nondisclosure Agreement is executed as of the date first above written: 23/10/2011

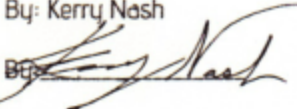
Recipient

By: 

Title: owner

Sincerely yours,

By: Kerry Nash



Title: CEO

By: Atelier Artisan

Tax ID #: 

D & B #: 

NYC: 25 Cornelia Street Suite #10 NYC, NY 10014

Atelier Artisan Showroom (NYC) by Appointment only.

Located in the Fashion District in NYC

Italy/Milan: Via Marconi 22-21022 Azzate

Atelier Artisan Showroom (Milan & Varese) by Appointment only.

Located on Corsica Como (Milan)/Varese (Varese)