



It is understood and agreed to that the Discloser and the Recipient would like to exchange certain information that may be considered confidential.

To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. The confidential information to be disclosed by Discloser under this Agreement ("Confidential Information") can be described as and includes:

Technical and business information relating to Discloser's proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure.

2. Recipient shall use the Confidential Information only for the purpose of evaluating potential business and investment relationships with Discloser.

3. Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Discloser. Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

4. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

5. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.

6. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. This Agreement is made under and shall be construed according to the laws of the State of New York, U.S.A. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of New York, U.S.A.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Discloser of Confidential Information:

Name: Denise T. Federico
Company: The Art Docent Co., LLC
Title: President
Address: 336 County Highway 6
City, State & Zip:
Margaretville, NY 12455

Non-Solicitation Clause The ****recipient**** shall not throughout the duration of this Agreement, and for a period of time immediately following the termination of this Agreement, either directly or indirectly call on, solicit, take away or attempt to do any of the such that which pertains to any of the customers or clients of The Art Docent Co., , or whom the Independent Contractor called upon, contacted, or may have been acquainted with during the fulfillment of the terms of this Agreement, either for his/her own benefit, or for the benefit of any other individual, firm, corporation or organization.



Mediation and Arbitration In the event of the controversy should arise between the parties to this Agreement which would involve the construction or application of any of the terms, provisions or conditions of this agreement, a written request of either party served on the other shall be submitted first to mediation and if the issue cannot be resolved, it shall

then proceed to binding arbitration. Mediation or binding arbitration proceeding shall comply and be governed by the provisions of the American arbitration Association for commercial disputes, unless said parties stipulate otherwise, or in such proportions as the arbitrator shall decide.

Governing Law This Agreement is to be construed pursuant to the current laws of the State of New York. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of New York, in the County of Delaware.

Copies Both the ****Recipient**** and the Art Docent Co., LLC hereby acknowledge that they have received and signed a copy of this Agreement.

Signature below indicates agreement to the Confidential Agreement / Non Disclosure Agreement indicated above. This form is designed to be filled digitally and e-mailed. If you need to mail a hard copy, please print legibly.

THE ART DOCENT CO., LLC 336 County Highway 6 Margaretville, NY 12455

_____ -OR- _____
Denise T. Federico, President, The Art Docent Co., LLC *Louis R. Federico, Owner, The Art Docent Co., LLC*

-AND-

Recipient of Confidential Information:

Recipient Name and Title (type in the digital form fields or, sending a non digital hard copy, please print)

Signature

School or Organization Name

School or Organization Address

Date Executed: _____

Termination of Contract:
 The Art Docent Co., reserves the right, at any time, to terminate an agreement/contract, when the Company deems fit. The reasons listed below, but are not limited to:

 By definition herein, "Confidential Information" shall mean any and all technical and non-technical information provided by The Art Docent Co., including but not limited to, any data, files, reports, accounts, or any proprietary information in any way related

to products, services, processes, database, plans, methods, research, development, programs, software, authorship, customer lists, vendor lists, suppliers, marketing or advertising plans, methods, reports, analysis, financial or statistical information, and any other material related or pertaining to any business of The Art Docent Co., its subsidiaries, respective clients, consultants or vendors that may be disclosed to the Recipient herein contained within the terms of this Agreement.

The Recipient shall not in any manner or form, at any time disclose, reveal, unveil, divulge or release, either directly or indirectly, any aforementioned proprietary or confidential information for personal use, or for the benefit of any third party and shall at all times endeavor to protect all Confidential Information belonging to the Company.