

NON DISCLOSURE AGREEMENT

Between Alan Jones Art

and.....

In making proposals to you as a potential customer or agent, it is necessary to disclose certain information that is secret and confidential, which is proprietary in nature, and of substantial commercial value to us.

CONFIDENTIAL INFORMATION

The term “confidential information” in this agreement means information and/or concepts which come from us.

This includes compilation of otherwise public information in a form not publicly known. Although not all information that you receive from us will be marked or identified as confidential, please consider anything received as such, apart from information which falls into the exceptions stated below.

EXCEPTIONS

Confidential information does not include information

- which is in the public knowledge at the date of disclosure
- which after disclosure by us, becomes public knowledge (other than in breach of this agreement), or which is trivial or obvious
- which was rightly in your possession before disclosure by us
- which you can show was available to you via a third party (who had the right to disclose such)
- which you can show was conceived by you independently of the information supplied by us

NON DISCLOSURE AGREEMENT

Between Alan Jones Art

and.....

TERMS

You agree not to disclose confidential information except in accordance with the terms stated below.

- You limit disclosure to officers, employees and consultants in your organization, to whom disclosure is necessary to fulfil tasks agreed with us
- You ensure that the officers, employees and consultants to whom you disclose confidential information are aware and are bound by the terms of this agreement
- You only use confidential information in consideration of our proposals and not for any other commercial or research purpose, unless a specific license agreement relating to such commercial purposes has been executed by us
- You and your organization accept liability in the event of wrongful disclosure by your officers, employees and consultants.

RETURN OF MATERIALS

After completion of the purpose for which confidential information has been disclosed to you by us, you will return or destroy any materials which contains confidential information and copies.

If you develop a project, design or product which we consider may have involved the use of confidential information, then you will supply, within a reasonable time, information which shows us that confidential information has not been disclosed.

ADJUDICATION

The terms of this agreement are governed by English Law and we agree to submit to the jurisdiction of the English Courts, for any disputes which arise in connection with this agreement.

NON DISCLOSURE AGREEMENT

Between Alan Jones Art

and.....

.....
Signature

.....
Signature

.....
Name

.....
Name

.....
Title

.....
Title

Date

ON BEHALF OF

ON BEHALF OF

Alan Jones Art
Bryn Iolyn Studio
Bryn Iolyn
Mountain Lane
Penmaenmawr
LL34 6YP

.....
.....
.....
.....
.....
.....