

CONFIDENTIALITY AGREEMENT - NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

[Insert name and address of the disclosing party], (hereinafter known as "the disclosing party")

AND

Gareth Eckley trading as Portrait Cameos of Troed yr Harn, Hospital Road, Talgarth, Powys, Ld3 0ef, (hereinafter known as "the receiving party")

WHEREAS:

- a)** The disclosing party desires to enter into discussions with the receiving party.
- b)** Such discussions will necessitate disclosure of certain information that the disclosing party wishes to remain confidential.
- c)** The receiving party, Gareth Eckley trading as Portrait Cameos, agrees that any such disclosure is treated as made "in confidence" and shall remain confidential and secret and subject to the terms of this Agreement and each party agrees that it will take all reasonable steps to protect the secrecy of any confidential information and prevent it from falling into the public domain or the possession of other persons.

THE PARTIES AGREE as follows:

- 1.** Information disclosed under this Agreement (hereinafter known as "confidential information") shall include, but not be limited to, commercial, financial, technical, operational, marketing, promotional, or such other information, in whatever form, which concerns the business and affairs of the disclosing party and shall include confidential information disclosed orally or in writing and which would appear to a reasonable person to be confidential or proprietary.
- 2.** The receiving party, Gareth Eckley trading as Portrait Cameos, agrees to hold all confidential information in trust and in confidence and not to use it for any purpose other than the contemplated purpose of creating the Custom Cameo Jewel.
- 3.** The receiving party, Gareth Eckley trading as Portrait Cameos, is entitled to use the information revealed for the purpose of creating the Custom Cameo Jewel. Copies of photographs can be retained and used to create one or more photo-books

documenting the creation of the Custom Jewel and kept securely for archival purposes.

4. The receiving party, Gareth Eckley trading as Portrait Cameos, retains the right to reveal the existence of the Custom Cameo Jewel after the date of the presentation of the piece and to use photographs of the Custom Cameo Jewel online and for publicity purposes. However, details of the parties involved in the commissioning and financial information or other information that the discloser regards as confidential will not be revealed by the recipient, Gareth Eckley trading as Portrait Cameos, unless written consent is received by the discloser for this purpose.

This clause **(4)** may be revoked by the discloser by mutual agreement with the recipient. In this case the existence of the Custom Cameo Jewel will be kept entirely secret by the recipient and no photos will be used for publicity purposes. This special privacy permission may involve a FEE which is normally equal to 20% of the full value of the Custom cameo Jewel order, paid to the recipient, Gareth Eckley trading as Portrait Cameos.

5. Neither party shall without prior written consent of the other, disclose to any third party any confidential information obtained from the other in pursuance of this Agreement.

6. The restriction in paragraph 5 shall not apply to information which:

a) Is already in or comes in to the public domain other than in breach of this Agreement, or

b) Is already known within the industry prior to the date of this Agreement, or

c) Is required to be disclosed by a court of law, regulatory authority or tribunal of competent jurisdiction, or

d) Is information that both parties agree in writing to disclose.

e) The existence of the Custom Cameo Jewel, photographs and a description of its nature may be used by the recipient, Gareth Eckley trading as Portrait Cameos, for publicity purposes as described in Clause **4** after the presentation of that same Custom Cameo Jewel.

f) Paragraph (e) will not apply where Clause **4** has been revoked by mutual consent of both parties.

7. The receiving party, Gareth Eckley trading as Portrait Cameos, acknowledges that any breach or violation of this Agreement is likely to cause loss or damage to the disclosing party and in that event the disclosing party shall be entitled to apply

for injunctive relief or claim damages in the event of a breach, in addition to any other available remedies.

8. This Agreement shall remain in force until such time as the confidential information enters the public domain other than through a breach of this Agreement or this Agreement is terminated in writing by the disclosing party.

9. On the request of the disclosing party, the receiving party, Gareth Eckley trading as Portrait Cameos, shall immediately return all documents containing confidential information which are in the possession of the receiving party including written notes, photographs, memoranda, computer files and disks, or the like which are capable of storing data and information.

10. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

11. It is hereby declared that the foregoing paragraphs, sub-paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

12. This Agreement shall be interpreted in accordance with the laws of England and shall be subject to the exclusive jurisdiction of its courts.

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written.

[Insert disclosing party name]

[Insert name of person signing on disclosing party's behalf]

[Insert their position]

Signature: _____

Receiving Party: Gareth Eckley

Company: Portrait Cameos

Position: Owner

Signature: _____

