

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“Agreement”) is entered into by and between Interbrand New York and Contractor for the purpose of preventing the unauthorized disclosure of Proprietary Information as defined below. This agreement is effective as of the date submitted. The parties agree to enter into a confidential relationship with respect to certain Proprietary and other Confidential Information.

1. Proprietary Information.

- a. Proprietary Information is defined as all information and material that has (or could have) commercial value or utility in the business in which Interbrand New York is engaged. This includes, but is not limited to: (i) trade secrets; (ii) financial and pricing information; (iii) technical information including, research, development, procedures, designs, drafts, models and mock-ups; (iv) business information, including operations, products, development, and planning; (v) the Contract/Agreement between Interbrand NY and current or potential clients and any discussions, negotiations, and proposals related to those Contracts/Agreements.
- b. The Proprietary Information that must be protected pursuant to this Agreement includes tangible information that is identified as being Proprietary Information by conspicuous marking (such as Confidential or Restricted).
- c. If Proprietary Information is delivered in visual or oral form, such information must be identified as proprietary at the time of the disclosure.

2. **Exclusions.** Proprietary Information excludes information that is: (i) publicly known at the time of disclosure, (ii) subsequently becomes publicly known through no fault of the receiving party, (iii) is discovered or created by either party before disclosure, (iv) is learned by either party through legitimate means, (v) is disclosed by either party with written permission from the other party, or (vi) is disclosed pursuant to Governmental action and no suitable protective order is available.

- 3. Obligations.** Contractor will hold and maintain Proprietary Information in strict confidence. Contractor will cautiously and diligently restrict access to Proprietary Information by non-involved employees, contractors, or other third parties; and will not, without written approval, use Proprietary Information for personal benefit, publish, copy, or otherwise disclose Proprietary Information to others, or permit others to use such Proprietary Information. At the written request of the disclosing party, the receiving party will return all Proprietary Information.
- 4. Time Periods.** The nondisclosure provisions of this Agreement will survive the termination of the Agreement. It is the duty of Contractor to continue to use their best efforts to hold Proprietary Information in confidence until such Proprietary Information no longer constitutes a trade secret, or until released from this Agreement by Interbrand New York. It is understood that Contractor will make best efforts to prevent disclosure, but that Contractor does not have ultimate control over employees (or former employees). However, it is acknowledged that Contractor employees sign confidentiality agreements, and in the event of a disclosure by an employee (or former employee) of Contractor, Contractor will take steps (as provided in that agreement) to prevent future disclosure and recover from the employee any necessary damages.
- 5. Severability.** If any provision of this agreement is found to be invalid or unenforceable, all other provisions remain enforceable. If the Agreement in whole is found to be invalid or unenforceable, the Agreement will be interpreted so as to best determine the intent of the parties.
- 6. Nature of Relationship.** Interbrand New York does not have an obligation to disclose Proprietary Information. Interbrand New York warrants that it has the authority and right to disclose the Proprietary Information it discloses. This Agreement does not grant any rights of ownership, license or any other intellectual property right. Further, this Agreement does not create any agency, joint venture, partnership or any other such relationship.


7. **Right to Enjoin.** Contractor acknowledges that unauthorized disclosure and/or use of Proprietary Information may result in irreparable harm. Upon such unauthorized disclosure or use, Interbrand New York may seek a temporary restraining order and injunction to protect its Proprietary Information.
8. **Integration.** This Agreement contains the entire agreement between the parties with regard to nondisclosure and supersedes all prior and contemporaneous agreements between the parties. This Agreement is governed by the laws of the State of New York in the United States of America; and will not be modified or assigned except by a writing signed by both parties.
9. **Waiver.** Failure, by either party, to exercise a right outlined in this Agreement will not be a waiver of any prior or subsequent rights.

The preceding Agreement is binding on the parties, their representatives, assigns and successors. No third party will be a beneficiary of this Agreement or have any rights under this Agreement.

Representative for Contractor

Name of Company

Date

 KIRSTY AFSHAR

AFFILI, LLC

1/3/12