

NONDISCLOSURE AGREEMENT

NAME: _____

COMPANY: _____

I am about to disclose to you valuable art designs from the Werthan Collection™ which I deem confidential (hereinafter referred to as the “Information”). This information is being provided for you via an internet password protected Link so that you can view the Werthan Images on the www.americanartimages.com web site. You will be provided this Link after to you sign this letter and return it to American Art Images LLC via fax at: 615-371-6476.

You understand and acknowledge that the unauthorized disclosure of the Information by you to others would irreparably damage me. In consideration of and in return for my disclosing the Information, you agree to keep it secret and hold the Information in confidence and treat the Information as if it were your own proprietary property, disclosing it to no other person or entity unless and otherwise the entity is listed below:

This disclosure shall be only for purposes of evaluation to determine your interest in the commercial exploitation of the Information. You agree not to manufacture, sell, deal in, or otherwise use or appropriate the disclosed Information in any way whatsoever including, and without limitation, through adaptation, imitation, redesign, or modification.

It is understood that except for this requirement of confidentiality you have no other obligation to me. If, on the basis of your evaluation of the Information, you wish to pursue the exploitation thereof, we each agree to enter into a good faith negotiations to arrive at a mutually satisfactory agreement for this purpose. Unless and until such an agreement is entered into, this non-disclosure Agreement shall remain in full force and effect.

This Agreement shall be governed by the laws of the State of Tennessee and any court of competent jurisdiction per the decision of American Art Images LLC and shall be binding upon and shall inure to our benefit and to the benefit of our respective legal representatives, successors, and assigns. Nothing herein shall be deemed to give you any rights or interest whatsoever in and to the Information.

Accepted and Agreed To:

Signature of Individual

Corporation and Entity

By: _____
Name and Position

Date