

American Art Images / Printer Proofs Agreement

This American Art Images Agreement is made and entered into this ___ day of _____ 2006, by and between American Art Images LLC and William E. Kantz Jr., collectively hereinafter referred to as Party #1 and

Company Name: _____ Individual Name: _____

Address: _____ City: _____ State: _____

Telephone Number: _____ Email: _____,

Hereinafter jointly referred to as Party #2. For and In Consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereby acknowledges the parties agree as follows:

Party #1 is the sole owner of Werthan Collection™ consisting of the Printer Proofs, hereinafter referred to as “Proof(s)”, which were manufactured at the Werthan Packaging Company in Nashville, Tennessee. Party #1 is the sole owner of all artwork and digital images, hereinafter referred to as “Images” that were scanned from the original Proofs. Party #1 has agreed to provide to Party #2, a digital file of the Images via DVD disc, email, web delivery or by mail for the purpose of displaying the Images of the Proof(s) owned by Party #1.

All the Images are Copyright Protected by Party #1. All Images are Water Marked both visually with copyright information and watermarked digitally for tracking purposes. Party #1 also considers Images as found on existing digital medium, web sites, printed documents, brochures, literature, news articles, CD ROM’s, databases, video tapes and letters as Proprietary and Copyright Protected. Party #2 acquires no rights in such information and will not use the images that would modify or that would harm & infringe upon Party #1 in any manner. Party #2 agrees that information shared with it is confidential and must use all reasonable efforts to maintain this information as secret and confidential. Party #2 must not reproduce the Images or cause to have them reproduced in any medium including but not limited to copying, duplicating, recording, printing, videotaping, scanning, photograph, electronically, digitally, internet web page or television or otherwise reproduce these materials, in whole or in part or otherwise make them available to any unauthorized person, without the prior written consent of Party #1. Party #2 is not permitted to use the Images for any other purpose but to “view the Images”. Party #2 agrees to preserve and protect the confidentiality of the images and all physical forms thereof, whether disclosed to an individual after this Agreement is signed.

Party #2 shall not disclose or disseminate the images to a third party, it’s direct customers, including employees, officers, board members, financial advisers, consultants, lenders and attorneys of Party #2 without a need to know, and shall not use the images for his own benefit financially or for the benefit of any third party financially except as expressly authorized in writing by Party #1. Party #2 shall notify Party #1 immediately upon discovery of any unauthorized use or disclosure of the Images and will cooperate with Party #1 in every reasonable way to help Party #1 regain possession of the Images.

The foregoing obligations shall not apply to any information which Individual can establish to have (i) become publicly known without breach of the Agreement by Party #2; (ii) been given to Party #2 by a third party which is not obligated to maintain confidentiality; or (iii) been developed by Party #2 prior to the date this agreement is signed, as established by documentary evidence.

Party #2 is not permitted to duplicate any of the knowledge, KNOW-HOW and expertise received from Party #1, specifically but not limited to words contained on Party #1 existing web sites, paperwork, brochures, processes, video tapes and letters, marketing material, copyrighted material, pictures and digital medium. The Party #2 warrants and represents that it will not directly or indirectly engage in the operation of any business that utilizes or duplicates the KNOW-HOW of Party #1. Party #2 agrees to pay for any legal expenses incurred by Party #1 in enforcing this Agreement. Should Party #2 be found to be reproducing the images, which are of great “reproduction value” to Party #1, Party #2 agrees to pay in full any damages found by a court of jurisdiction. If such occurs Party #2 will pay for all court costs and fees.

Any legal matters resulting in the enforcement of this agreement will be held specifically in the State of Tennessee. Furthermore, Party #1 may at its discretion choose to enforce this agreement in any Country that any copyright infringement should occur.

All provisions contained herein apply to and are binding on the parties, their legal heirs, representatives, successors and assigns.

ENTIRE AGREEMENT: This Agreement contains the entire understanding between the parties, and the parties agree that no representation was made by or on behalf of the other which is not contained herein, and that in entering into this Agreement, neither relied upon any representation not herein contained.

We, the Undersigned, hereby execute, accept and agree to the terms and conditions of this Agreement and acknowledge it to be our Agreement.

Party #1 _____ Party #2 _____
Signature Date Signature Date