
CONFIDENTIALITY AND PORTFOLIO TERMS

Confidentiality

It is understood that the “Company” may provide certain information that is and must be kept confidential. To ensure the protection of such information, it is agreed that:

1. The Confidential Information to be disclosed can be described as and includes:
Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models.
2. The Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members, employees and/or independent contractors having a need to know. The Recipient and these affiliates will take the same degree of care used to protect their own confidential or proprietary information of like importance.
3. This Agreement imposes no obligation with respect to any Confidential Information (a) that was in Recipient’s possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is independently derived by Recipient.
4. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.
5. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

Portfolio Use

A portfolio serves as a keystone in the business development & recruitment efforts of any company or individual in the creative field. Handyland, along with the individuals that contribute to this project, *reserve the right to include this project in their portfolios*. This may manifest as; links to the project from our website or other portfolios, design screens being included in a visual design portfolio, process or planning related deliverables being included in a case study or other type of portfolio, or in numerous other ways whereby a company or individual chooses to showcase important projects they have contributed to.

On behalf of Handyland:

Name (Print or Type):

Signature:

Date:

On behalf of Company:

Name (Print or Type):

Signature:

Date: