

NEW ART ADVISORS ALLIANCE

MEMBERSHIP GUIDE

Thank you for your interest in joining the New Art Advisors Alliance.

As a member, you'll have access to privileged information, resources, and support. The strength of the organization is reliant on each members' openness in sharing their network in return. Please review the below Membership Guide to learn about the organization's values and ways to contribute as a member.

Also enclosed is a Non-Disclosure Agreement. Please return an executed copy of the agreement along with your membership application.

VALUES

New Art Advisors Alliance is about enjoying the freedom of your individual art advisory practice, while also enjoying unprecedented support and infrastructure of an exclusive network of like-minded art advisors. The point of the Alliance is to share professional values. It is inclusive, but is necessarily invite-only, so as to maintain a professional rigor – only trusted art advisors are part of this group.

The Alliance is devoted to art advisors under 40, and it is intended to support the new, visionary art advisors who are committed to providing excellence in art advisory service, in a rapidly evolving art market.

The Alliance is currently based in New York City, but with plans to expand.

MEMBERSHIP DUTIES & BENEFITS

As a member, benefits can include but are not limited to:

- + adding 3+ contacts to the internal database yearly (eg. accountants, lawyers, art handlers, insurance companies, shipping contacts, framers, drivers, gallery directors, hotel or restaurant hookups, photographers, press contacts, artists you're close to, museum curators, museum membership groups, sponsors, etc.)
- + sharing your upcoming project details for the Alliance newsletter / website
- + distributing the Alliance newsletter / website with your network
- + referring clients to other advisors, if there's an opportunity that makes sense
- + curating Alliance exhibitions and events (eg. charity auctions)
- + sharing travel accommodations (eg. for art fairs)
- + sharing VIP passes or invitations with other members
- + setting up artist studio visits to go on with other members
- + sharing access to spaces for Alliance get-togethers (eg. office, collectors house, etc.)
- + setting up events specifically for Alliance members

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NON-DISCLOSURE AGREEMENT

Surprisingly, NAAA is an entirely new concept in the art world – and we expect that anyone who is interested in joining will respect the confidentiality that is required in becoming part of such an elite organization. Please review and sign the following agreement.

Thank you.

NON-DISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is made effective as of _____, 2016 (the "Effective Date"), entered into by and between New Art Advisors Alliance with its principal offices at 315 West 105th St New York NY (the "Alliance"), and _____ (the "Member"), with a principal mailing address at _____ for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information.

I. CONFIDENTIAL INFORMATION. For purposes of this Agreement, the term "Confidential Information" shall include information or material that has or could have commercial value or other utility in the Alliance's business, including, without limitation, the Alliance's plans and goals, proprietary intellectual property, operations, records, finances, collaborators, sponsors, client lists and other confidential or proprietary information. If Confidential Information is provided to the Member in written form, the Alliance shall label or stamp the materials with the word "Confidential" or some similar indication. If Confidential Information is transmitted orally to the Member, the Alliance shall promptly provide a writing indicating that such oral communication constitutes Confidential Information.

II. EXCLUSIONS FROM CONFIDENTIAL INFORMATION. The Member's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Member; (b) discovered or created by the Member before disclosure by the Alliance; (c) learned by the Member through legitimate means other than from the Alliance or the Alliance's representatives; or (d) is disclosed by the Member with the Alliance's prior written approval.

III. OBLIGATIONS OF THE MEMBER. The Member shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Alliance. The Member shall carefully restrict access to Confidential Information to him/herself, employees, contractors and advisors as is reasonably required on a need-to-know basis, and shall require such persons or entities to sign nondisclosure restrictions at least as protective as those set forth in this Agreement. For clarity, the Member shall not publish, or otherwise publicly disclose to others, any Confidential Information unless an exclusion set forth in Section II above applies. The Member shall return to the Alliance (or otherwise confirm in writing, the destruction of) any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to the Confidential Information immediately if the Alliance requests it in writing.

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IV. TIME PERIODS. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and the Member's duty to hold the Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential or propriety or until the Alliance sends the Member written notice releasing the Member from this Agreement, whichever occurs first.

V. MISCELLANEOUS. The Member acknowledges and agrees that any violation or threatened violation of this Agreement by the Member or its representatives is likely to cause the Alliance irreparable injury, for which the Alliance may not have any adequate remedy at law. In the event of any violation or threatened violation of this Agreement by the Member or its representatives, the Alliance shall be authorized and entitled to seek and obtain immediate injunctive or other suitable judicial relief as well as judgment for all its costs and expenses, including, but not limited to, attorney's fees and costs. Nothing in this paragraph is intended, or should be construed, to limit the Alliance's right to equitable relief or any other remedy for a breach of any other provision of this Agreement. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties. This Agreement may not be amended except in a writing signed by both parties. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement is governed by New York law.

The Member represents and warrants that s/he has full legal authority to enter into this Agreement and to be bound by the terms and conditions hereof.

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NEW ART ADVISORS ALLIANCE

NEW ART ADVISORS ALLIANCE

_____ (Signature)

_____ (Typed or Printed Name)

Date: _____

THE MEMBER:

_____ (Signature)

_____ (Typed or Printed Name)

Date: _____