

**Napa Valley Art Institut  
Document Distribution & Nondisclosure Agreement**

This Document Distribution & Nondisclosure Agreement, (hereinafter "**DDNDA**") is entered into on June \_\_, 2026. The Parties to this DDNDA are Napa Valley Art Institut, a California Limited Liability Company, (hereinafter "**NVAI**") and \_\_\_\_\_ a \_\_\_\_\_ (hereinafter "**Art Broker/Dealer**"). Collectively, NVAI and Art Broker/Dealer are referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS**, the purpose of this DDNDA is to establish distribution control and acknowledgment by Art Broker/Dealer of the sensitive nature of certain documents related to fine art paintings represented by Napa Valley Art Institut available for sale, (hereinafter the "**Paintings**"). Copies of Napa Valley Art Institut signed Brokerage Agreements are attached as Exhibit A to this DDNDA; and

**WHEREAS**, the Painting(s) include documentation ,including, but not limited to authentication, provenance, bibliography, exhibition, forensics, appraisals, court papers, family letters, images, and other ancillary files, (hereinafter "**Painting Documents**"). The Painting Documents entail significant amounts of time, energy, money, research, and professional responsibility. Therefore, these Documents are considered to be extremely private and confidential; and

**WHEREAS**, Napa Valley Art Institut will share forty (40%) of its contracted commission for each Painting that the Art Broker/Dealer sells or purchases themselves. Art Broker/Dealer will submit to NAVI within 7 days of signing the DDNDA will send NAVI a protected list of clients {Fine Art Buyers} that Art Broker/Dealer has a verifiable previous relationship.

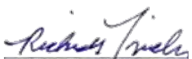
1. This DDNDA must be signed by all Parties before any Painting Documents are sent to Art Broker/ Dealer Art Broker/Dealer hereby acknowledges that no copies of any type, including electronic, paper, photograph, or any other media, will be made of the Documents by Art Broker/Dealer at any time. Art Broker/Dealer, if applicable, agrees to have all third parties outside of Art Broker/Dealer entity to also sign a copy of the DDNDA should they be sent the Painting Documents.
2. Art Broker/Dealer acknowledges by their signature below that they will abide by the restrictions and process described above. The DDNDA is required to be countersigned by Napa Valley Art Institut in acknowledgment of the Agreement being signed by the Art Broker/Dealer or any third party that Art Broker/Dealer may decide to share the Painting Documents with. The term of the DDNDA shall remain in effect for a period of twelve, (12) months from the date stated above.
3. Art Lender acknowledges that by signing this DDNDA, any violation of the conditions stated above could result in considerable civil liability.

**In Witness Whereof**, the Parties have executed this DDNDA as of the set forth above.

**Art Broker/Dealer**

Signature  
Print Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

**Napa Valley Art Institut**



Signature  
Print Name: Richard Tribeg  
Phone: 415-233-3131  
Email: Richard@NapaValleyArtInstitut.com  
Date: 6-\_\_-2026