

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement (“Agreement”) is entered into this ____ day of _____, 20____ by and between Truffle Dog Company LLC, a Washington limited liability company, or its successor in interest (hereafter “Truffle Dog”), and _____ (hereafter “Subcontractor”).

RECITALS

- A. The parties are or will be entering into business dealings with each other and anticipate that in the course of those discussions, disclosure of information regarded as Proprietary will occur.
- B. The parties wish to provide for a mutual agreement to not disclose each other’s Proprietary Information (as defined herein).

Wherefore:

In consideration of the mutual benefits to be derived and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including specifically, but without limitation, the disclosure by each party to the other of Proprietary Information, the parties hereby agree as follows:

1. Proprietary Information: As used herein “Proprietary Information” means information communicated orally or in writing by one of the parties to the other party in the course of discussions between the parties and which information relates to the disclosing party’s proprietary processes, unpublished know-how, inventions (whether patented or unpatented), trade secrets, devices, drawings, documentation, methods, procedures, educational framework or platform, business and financial information, any business processes, strategies, tactics, or information concerning target customers, existing customers or prospects, current and future staffing, pricing, vendors, business alliances and or business relationships.

Information learned shall however not be considered confidential if it: (a) is available to the public or is part of the public domain, (b) was known by the receiving party prior to disclosure as evidenced by written documents or records maintained by the receiving party, (c) becomes available to the receiving party from a source other than the disclosing party which source is not in violation of any legal, contractual or fiduciary obligation to the disclosing party with respect to such information (d) is approved for release by the written authorization of the disclosing party or (e) is required to be disclosed by an order of a court of competent jurisdiction.

The parties acknowledge that the Proprietary Information also constitutes trade secrets, as that term is defined by Washington’s Uniform Trade Secrets Act (RCW § 19.108), and is a valuable, proprietary and a unique asset of the Disclosing Party.

2. Property of Disclosing Party. All right, title and interest in and to the Proprietary Information shall be and remain vested in the party making disclosure of its Proprietary Information. Nothing in this Agreement shall grant to the party receiving the information any license or right of any kind with respect to the Proprietary Information. Neither party has an obligation under this Agreement to enter into any other agreement(s) with the other party.

3. Receiving Party's Obligations. When either party receives Proprietary Information from the other party the receiving party agrees that it will:

- a. use commercially reasonable efforts to safeguard the Proprietary Information and to prevent any unauthorized access, reproduction, disclosure, and/or use of any of the Proprietary Information;
- b. further disclose the Proprietary Information only to those persons who need to know such information in order to carry out the purpose of the disclosure. In the event the employment or appointment of any such person is terminated, the receiving party shall recover any Proprietary Information in such person's custody or control. The disclosing party may require such other persons to also sign a non-disclosure agreement.
- c. not remove any copyright notice, trademark notice, and/or other proprietary legend or indication of confidentiality set forth on or contained in any of the Proprietary Information; and
- d. not copy, reproduce or use any of the Proprietary Information, except as necessary to carry out the purpose of the disclosure.

4. Return of Proprietary Information. Promptly upon request of the disclosing party, the receiving party shall return or certify the destruction of all Proprietary Information and shall not retain any copies thereof.

5. Survival of Obligations. The Receiving Party acknowledges, recognizes and agrees that its obligations under this Agreement shall survive termination of this Agreement, and it shall be bound by the confidentiality requirements set forth herein after any termination of this Agreement.

6. Remedies for Breach. The parties agree that any breach of this Agreement by a party receiving information shall cause the disclosing party irreparable harm for which its remedies at law would be inadequate. The parties accordingly agree that if there is a breach of this Agreement by the party receiving information, that the party disclosing information shall be entitled to injunctive relief (without need for any bond) in addition to any and all other remedies to which it may be entitled at law or in equity.

7. Miscellaneous.

- a. *Law Governing.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

- b. *Attorney's Fees.* In the event either party institutes an action to enforce the terms of this Agreement, the prevailing party shall have the right to its attorney's fees and costs, including the fees and costs of any appeal.
- c. *Jurisdiction and Venue.* Jurisdiction and venue for any action arising out of this Agreement shall lie exclusively in Snohomish County Superior Court.
- d. The terms and conditions of this Agreement supplement, but do not supersede or limit, the obligations of the undersigned under other applicable law or agreements, domestic and foreign, including but not limited to the Washington Uniform Trade Secrets Act (RCW § 19.108).
- e. *Non-Waiver.* No waiver of a breach shall be deemed to constitute a waiver of a further breach, whether of a similar or dissimilar nature.
- f. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, even though all parties do not sign the same counterpart. A signature received by facsimile transmission or email shall be as effective as an original signature and shall be sufficient to bind the signing party.

Truffle Dog Company LLC

Subcontractor: _____

Signature

Signature

By: _____
Printed Name

By: _____
Printed Name

Its: _____

Its: _____

Date: _____

Date: _____