

NONDISCLOSURE AGREEMENT

The parties agree as follows:

1. Purpose. Discloser possesses proprietary and confidential information which, subject to the terms and conditions of this Agreement, may be disclosed to Recipient for the purpose of [evaluating and exploring the possibility of entering into a business relationship with respect to the Coaching Connection program (the “Purpose”).
2. Confidential Information. “Confidential Information” means any and all commercial, financial, technical, operational, human resources, know-how, trade secret, and other information of or in the possession of Discloser, in any form or medium (including but not limited to log-in information, passwords, formulas, patterns, compilations, programs, devices, methods, techniques, processes, data, calculations, designs, drawings, software, code, and systems), that Discloser has or may disclose or otherwise make available to Recipient, whether orally or in written, electronic or other form, including any copies or reproductions of Confidential Information in any form or medium, whether or not labeled as confidential. “Confidential Information” includes information received from third parties which Discloser is obligated to keep confidential.
3. Recipient’s Obligations. Recipient agrees:
 - (i) To keep all Confidential Information confidential, and to take reasonable measures and use reasonable care to maintain the secrecy of all Confidential Information;
 - (ii) Not to disclose any Confidential Information to any third party without first obtaining Discloser’s written permission and the execution of any additional nondisclosure agreement required by Discloser;
 - (iii) Except as reasonably necessary for the Purpose, not to use, duplicate or record any Confidential Information in whole or in part;
 - (iv) Not to modify, reverse engineer, decompile, disassemble or create derivative works of any software (including any corresponding source code) or hardware included as part of the Confidential Information;
 - (v) To limit the disclosure of Confidential Information only to those of its employees whose knowledge of such Confidential Information is necessary for the Purpose, to ensure that all such employees adhere to the terms of this Agreement, and to be responsible for any breach of this Agreement by any of its employees;



(vi) To preserve and maintain all confidentiality and proprietary markings and other legends on any materials containing Confidential Information;

(vii) Not to retain Confidential Information in the memory of its computer systems, unless access is limited through assigned passwords or other limited entry devices;

(viii) To inform Discloser immediately upon becoming aware of any fact or circumstance that would, if confirmed, constitute or give rise to a breach of this Agreement; and

(ix) Not to introduce to Discloser or any of Discloser's systems any viruses, malware, or other material that is malicious or technologically harmful.

4. Exclusions. The obligations set forth in Section 3 above do not apply to information that (a) according to Recipient's written records, was lawfully in the possession of or known to Recipient before being received from Discloser without the breach (by Recipient or by the source of the information) of any obligation to Discloser; (b) is or becomes publicly available through no fault or cause of Recipient; (c) is shown by clear and convincing evidence to have been independently developed by Recipient without use of or reference to Confidential Information; or (d) is lawfully delivered to Recipient by a third party without restrictions on its use, and without the breach (by Recipient or by the third party) of any obligation to Discloser.

5. Return of Confidential Information. Recipient shall comply with Discloser's instructions with respect to the return or destruction of Confidential Information, including without limitation by: (a) returning to Discloser all Confidential Information and all copies or reproductions thereof in any form in Recipient's possession (including all things embodying Confidential Information and all work product containing any Confidential Information); and (b) ensuring and certifying the destruction of Confidential Information, including the permanent erasure of any memory device or medium.

6. Compelled Disclosure. If Recipient believes it is required by law to disclose any Confidential Information to any third party for any reason, Recipient will immediately notify Discloser in writing of such requirement or obligation (together with a copy of any relevant request, court order, or other evidence giving rise to such obligation) to enable Discloser to seek protective relief and/or to take steps to challenge or narrow the scope of any required disclosure. Recipient shall cooperate with Discloser in connection with any such action. In the event of a compelled disclosure under this Section 6, Recipient shall: (a) disclose only such Confidential Information as it has ascertained, after consulting with legal counsel, it is legally compelled to disclose; (b) use commercially reasonable efforts to ensure that all Confidential Information is accorded confidential treatment in accordance with the terms of this Agreement; and (c) notify Discloser in writing of the content and manner of such disclosure prior to the disclosure being made.

7. No Implied Right or License. Discloser will retain title and full ownership rights in and to Confidential Information. Except as expressly set forth herein, this Agreement shall not confer

upon

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Recipient, or be a basis for implying, any license or other right of any kind to use or acquire any right in or with respect to any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any right, title, or interest in any Confidential Information, patent, trademark, copyright, trade secret or other proprietary right that is now or subsequently owned by Discloser.

8. Equitable Relief. Without prejudice to any other rights and remedies Discloser may have, Recipient acknowledges and agrees that damages alone will not be an adequate remedy for any breach of this Agreement by Recipient. Accordingly, Recipient agrees that Discloser may be entitled, without proof of damage, to the remedies of injunction, specific performance and other equitable relief for any breach or threatened breach of this Agreement.

9. Term. This Agreement shall remain in effect as long as Recipient possesses Confidential Information.

10. No Warranties. All Confidential Information is supplied as-is, without any warranty of any kind. Discloser shall have no liability with respect to any lack of accuracy, completeness, suitability for purpose or adequacy of any Confidential Information or anything derived from Confidential Information, nor with respect to any act or omission by Recipient or any of its representatives. Any reliance on Confidential Information is entirely at Recipient's own risk.

11. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, USA, without regard to any conflicts of laws rules that would result in the application of the laws of any other jurisdiction. Any claim arising out of or relating to this Agreement must be brought in a state court in Clark County, Washington or a federal court in Pierce County, Washington. For any such proceeding brought in such court, each party waives, to the fullest extent permitted by law: (a) any objection to venue or personal jurisdiction, and (b) any claim of inconvenient forum. Nevertheless, Discloser may bring an action for injunctive relief in any jurisdiction for the purpose of preventing the disclosure, use or transfer of Confidential Information.

12. Scope of Agreement. The purpose of this Agreement is to protect Confidential Information. Nothing in this Agreement creates (a) any obligation to disclose any Confidential Information or to enter into any further agreement or business relationship; or (b) a partnership, agency, joint venture or other business relationship.

13. Entire Agreement. This is the entire agreement between the parties regarding Confidential Information, and supersedes all prior oral and written agreements, commitments and understandings regarding same. No modification of this Agreement shall be effective unless it is in writing, expressly refers to this Agreement, and is signed by both parties.



14. No Waiver. No provision of this Agreement may be waived, except in a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in requiring performance or satisfaction of any covenant or condition, or exercising any right or remedy hereunder, and no course of dealing between the parties, constitutes a waiver or estoppel of any right, remedy or condition hereunder.

15. Severability. Each provision of this Agreement shall be treated as a separate and independent clause. The unenforceability of any clause in this Agreement shall not impair the enforceability of any other clause. Any clause in this Agreement that is found to be unenforceable as to duration, scope or otherwise shall be modified as necessary to render it valid and enforceable.

16. Interpretation. Captions and headings are inserted for convenience only, and do not limit or describe the scope or intent of any provision of this Agreement. There will be no presumption against either party on the ground that such party was responsible for preparing this Agreement or any part of it.