

## NONDISCLOSURE AGREEMENT

This Agreement (this "**Agreement**") is made and entered into as of \_\_\_\_\_ (the "**Effective Date**") by and between **Discloser** Enter your full name here, Company name if applicable \_\_\_\_\_ at the following address: \_\_\_\_\_ and Bob Carrasca of Pillar Product Design at 6049 California Ave. SW, Seattle, WA 98136 ("**Recipient**"). Discloser and Recipient may be referred to herein individually as "**Party**" or collectively, as "**Parties**".

**1. Purpose.** Discloser desires to retain Recipient to provide certain Design, Development and Prototyping services (the "**Purpose**") and in connection with such engagement Discloser may disclose to Recipient certain confidential intellectual property and business information which Discloser desires Recipient to treat as confidential.

**2. Confidential Information.** "**Confidential Information**" means any information disclosed to Recipient by Discloser, either directly or indirectly in writing, orally, electronically or by inspection of tangible objects, including without limitation (a) intellectual property, such as, but not limited to, patents, patent applications, copyrights, copyright applications, and trade secrets and/or (b) confidential information, including without limitation (i) information regarding ideas, designs, technology, products and processes; (ii) business and financial information (such as, but not limited to, current, future, and proposed products and services, financial information and models, customer lists, business strategies, marketing or business plans, financial or personnel matters, business and contractual relationships, business forecasts, sales and merchandising, and information regarding third parties, consultants, customers, employees, investors, equipment or facilities); (iii) any information created by Recipient using the foregoing Confidential Information; and (iv) any other information which is designated as "Confidential," "Proprietary" or some similar designation. Any notes that Recipient creates regarding the Confidential Information shall also be deemed Confidential Information. The Confidential Information includes the existence of this Agreement, its terms, the Purpose and the fact that the Parties are engaged in business discussions.

**3. Non-use and Non-disclosure.** Receiving Party agrees to use the Confidential Information only for the Purpose. Receiving Party agrees to hold in strictest confidence and not reproduce any Confidential Information or disclose any Confidential Information to any third parties except, subject to Section 4 below, to those consultants, advisors, service providers or other authorized representatives of Receiving Party who are required to have the information for the Purpose. The obligations of Receiving Party under this Section 3 shall not apply to Confidential Information that Receiving Party can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Receiving Party by Discloser; (ii) becomes publicly known and made generally available after disclosure to Receiving Party by Discloser through no action or inaction of Receiving Party; (iii) is in the possession of Receiving Party, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Receiving Party's files and records prior to the time of disclosure; or (iv) is obtained by Receiving Party from a third party not under confidentiality obligations and without a breach of any obligations of confidentiality. Notwithstanding the foregoing, Receiving Party may disclose the Confidential Information of Discloser to the extent required by an applicable court order or by law; provided, however, that if Receiving Party is so required to disclose Discloser's Confidential Information, it shall give Discloser reasonable advance notice of such disclosure and use reasonable efforts to secure confidential treatment of such Confidential Information (whether through protective order or otherwise). Receiving Party shall not modify, reverse engineer, disassemble, decompile, create other works from or determine the composition of any prototypes, software or other tangible objects that

embody Discloser's Confidential Information and that are provided to Receiving Party hereunder.

**4. Maintenance of Confidentiality.** Receiving Party acknowledges the confidential and secret character of the Confidential Information, and agrees that the Confidential Information is and will remain the sole property of the Discloser. Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Receiving Party shall take at least those measures that Receiving Party takes to protect its own most highly confidential information to protect Confidential Information of Discloser, and in no event less than reasonable care, and shall require its consultants, advisors, service providers or other authorized representatives who are permitted under this Agreement to have access to Confidential Information, to sign an agreement imposing upon such person restrictions on use and disclosure of the Confidential Information that are at least as restrictive as those in this Agreement, prior to any disclosure of Confidential Information to such person. Receiving Party shall be responsible for the breach of this Agreement by its authorized representatives. Receiving Party shall not make any copies of Confidential Information unless the same are previously approved in writing by Discloser. Any reproduction of any Confidential Information shall remain the property of Discloser and Receiving Party shall reproduce Discloser's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Receiving Party shall immediately notify Discloser in the event of any unauthorized use or disclosure of the Confidential Information.

**5. No Obligation.** Nothing herein shall obligate Discloser or Recipient to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement at any time.

**6. No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." DISCLOSER MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7. Return of Materials.** All documents and other tangible objects containing or representing Confidential Information and all copies or derivatives thereof which are in the possession of Recipient shall be and remain the property of Discloser and shall, at Discloser's option, be either promptly returned to Discloser or destroyed, upon Discloser's written request.

**8. No License.** Nothing in this Agreement is intended to grant any option, license, or other rights to Recipient under any intellectual property rights of Discloser, nor shall this Agreement grant Recipient any rights in or to the Confidential Information, in each case except as expressly set forth herein.

**9. Term and Termination.** This Agreement will be effective from the Effective Date and expire seven (7) years after the Effective Date. Either Party may terminate the Agreement earlier with thirty (30) days prior written notice to the other Party. The obligations of Recipient with regard to Confidential Information disclosed by Discloser shall survive such expiration or early termination until such time as all Confidential Information of Discloser becomes publicly known and generally available through no breach of this Agreement by Recipient.

**10. Injunctive Relief.** Recipient acknowledges that release of Confidential Information in violation of this Agreement may cause irreparable harm for which Discloser may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation or threatened violation by Recipient, Discloser shall be entitled to injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without

the necessity of posting bond or proving actual damages.

**11. Recipient Information.** Discloser does not wish to receive any confidential information from Recipient, and Discloser assumes no obligation, either express or implied, with respect to any information disclosed by Recipient.

**12. Governing Law.** This Agreement will be governed in all respects by the laws of the State of Washington, without regard to principles of conflicts of laws applicable in such jurisdiction.

**13. Assignment.** Neither Party may assign, or transfer any rights or obligations under, this Agreement without the other Party’s prior written consent. Any assignment in violation of this Agreement will be null and void. This Agreement benefits and binds the Parties and their respective successors and permitted assigns.

**14. Severability.** Should any provision of this Agreement be held to be invalid, unenforceable, or illegal by a court of competent jurisdiction, such ruling will not affect or impair the validity, enforceability, or legality of any remaining portions of this Agreement, and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. All remaining portions will remain in full force and effect as if the original Agreement had been executed without the invalidated, unenforceable, or illegal part.

**15. Miscellaneous.** This document contains the entire agreement between the Parties with respect to the subject matter. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto. The Parties may execute this Agreement in two or more counterparts, each of which is deemed an original, but all of which together will constitute one and the same instrument. A facsimile, PDF or any other type of copy of an executed version of this Agreement signed by a Party is binding upon the signing Party to the same extent as the original of the signed Agreement.

IN WITNESS WHEREOF, the Parties have executed this Nondisclosure Agreement as of the Effective Date.

**Enter Your Full Name Here**

**Bob Carrasca**

Signed By: \_\_\_\_\_

Signed By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name \_\_\_\_\_

Pillar Product Design LLC.

Product Ref Name \_\_\_\_\_

## Notes or Changes to NDA

