

NON-CIRCUMVENTION NON-DISCLOSURE AGREEMENT

This Non-Circumvention Non-Disclosure Agreement (the “**Agreement**”) is entered into by and between **Peterman Design Firm, LLC**, a Washington limited liability company (the “**Company**”), with offices located at 7720 NE Hwy 99 Ste D #223, Vancouver, WA 98665 and _____ (“**Other Party**”), located at _____ Company and Other Party are each referred to in this Agreement as a “**Party**” and collectively as the “**Parties.**”

RECITALS

Whereas, the Company and Other Party desire to enter into discussions with one another concerning a potential business relationship; and

Whereas, in the course of these discussions and subsequent work, it is contemplated that each Party (a “**Disclosing Party**”) may furnish certain information to the other Party (the “**Receiving Party**”) which is non-public, proprietary and confidential; and

Whereas, the Parties desire to take all reasonable steps to safeguard and protect all such non-public, proprietary, and confidential information from any unauthorized use or disclosure.

Now therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

AGREEMENT

1. **Confidential Information.** As used herein, “**Confidential Information**” shall consist of all information, whether in written, oral, electronic or other form, furnished on or after the date hereof by the Disclosing Party or any of its officers, directors, shareholders, members, managers, employees, agents, advisers, consultants or contractors (collectively, “**Representatives**”), to the Receiving Party or to its Representatives.

Confidential Information includes all information that the Disclosing Party labels or identifies as confidential or proprietary at the time of disclosure and any other disclosed information that the Receiving Party knew or should have known was confidential and specifically includes but is not limited to all business and financial information, marketing and strategic plans, customers, employees, suppliers, analysis, reports, technologies, software, system architecture, algorithms, product plans, processes and operations, compilations, forecasts, studies, lists, summaries, notes, data, demonstrations and all other information, documents and materials concerning the Disclosing Party and its affiliates, including all portions thereof.

The following information, however, shall not be considered Confidential Information:

- 1.1. Information already in the possession of, or already known to, the Receiving Party;
 - 1.2. Information in the public domain at the time of disclosure, or which, after such disclosure, enters into the public domain through no fault of the Receiving Party;
 - 1.3. Information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality; or
 - 1.4. Information independently developed by either Party without use of any Confidential Information.
2. **Limits on Use and Disclosure of Confidential Information.** Confidential Information shall be used only for purposes of discussing and evaluating a potential business relationship between the Parties and for purposes of pursuing such relationship and for no other purpose.

Each Party shall take all reasonable steps to safeguard and protect Confidential Information disclosed by the other Party from any theft, loss, unauthorized access, unauthorized use or disclosure and accord it the same degree of confidential and secure treatment as it gives its own confidential and proprietary information.

Unless otherwise required by law, the Receiving Party will disclose Confidential Information furnished to it by the Disclosing Party only to those of its Representatives who are bound by confidentiality provisions similar to those contained herein on a need-to-know basis and will notify such Representatives who are provided any of the Disclosing Party's Confidential Information, or who are involved in such discussions or evaluation, or who may otherwise have occasion to view, handle, or obtain any Confidential Information of the Disclosing Party, of the terms of this Agreement.

3. **Return of Confidential Information.** In the event that the discussions between the Parties do not result in a business relationship as contemplated herein, or at any time upon written request of a Party, each Party shall promptly return or destroy (as requested) all Confidential Information received from the other Party, including all copies thereof in possession of such Party or any of its Representatives. Notwithstanding any language to the contrary herein, upon termination or expiration of this Agreement each Party shall promptly destroy or return all Confidential Information received from the other Party.
4. **Disclosure Under Legal Process.** In the event that a Receiving Party or any of its Representatives is requested or required pursuant to legal process to disclose any Confidential Information, it is agreed that said party will make reasonable efforts to provide the Disclosing Party with prompt notice of such request or requirement so that Disclosing Party may, at its option and its own expense, seek an appropriate protective order or other remedy to assure that Confidential Information will be accorded confidential treatment.
5. **Representation as to Accuracy.** While each Party believes that all information furnished to the other, including all Confidential Information, will be accurate, no representation or warranty is made

by either Party as to its accuracy or completeness, or the non-infringement by the Confidential Information of any third-party rights. Any representation or warranty concerning such information will be made, if at all, only in subsequent definitive agreements, if any, which may be agreed to by the Parties. Neither Party shall be liable for any inaccuracies included in the Confidential Information.

6. **Term and Termination.** This Agreement shall begin on the Effective Date and continue in effect for the shorter of five (5) years from the Effective Date or until the date on which such Confidential Information ceases to be confidential, provided that with regard to proprietary trade secrets, the provisions of this Agreement will extend for as long as such information remains a trade secret under applicable law.
7. **No Obligation.** Each of the Parties agrees that unless and until a subsequent agreement or agreements between the Parties with respect to a business relationship has/have been executed and delivered, neither Party will be under any legal obligation to the other of any kind whatsoever with respect to such relationship and neither Party shall be entitled to reliance or other damages on account of the other Party's unwillingness to proceed with any proposed business relationship, except for the matters specifically agreed to herein. Each of the Parties agrees to bear its own costs and expenses associated with the furnishing and evaluation of Confidential Information and involving any negotiations concerning a potential business relationship.
8. **Equitable Relief.** It is agreed that money damages would not be a sufficient remedy for any breach of this Agreement and each Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for such breach. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.
9. **Non-Solicitation of Company Clients and Employees.**
 - 9.1. The Receiving Party agrees for the duration of this Agreement, and for a period of five (5) years following the date of this Agreement's termination for any reason, Receiving Party will not, directly or indirectly, for benefit of Receiving Party or others, induce, solicit, or attempt to induce or solicit, any Company client to terminate or alter his, her or its relationship with the Company or to become associated with any other business or entity. The Receiving Party may only work with clients of the Company with the prior written approval from the Company, without exception.
 - 9.2. Receiving Party understands and agrees that Company has an interest in retaining the loyalty, fidelity and continued services of the Company's current independent Receiving Party's and employees. Accordingly, the Receiving Party warrants, covenants and agrees that, during the term of this Agreement and for a period of five (5) years following the date of this Agreement's termination for any reason, the Receiving Party will not, directly or indirectly, attempt to induce, solicit, offer or recruit, or assist in any attempt to induce, solicit, offer or recruit, any Receiving Party or employee of Company to terminate or alter his or her relationship with the Company or to become associated with any other person or entity, whether as an employee, Receiving Party, agent, advisor, investor, partner or otherwise.
 - 9.3. The Parties recognize that irreparable injury will result to Company and its business and property

if Receiving Party breaches the covenants contained in Sections 1-9 of this Agreement. It is agreed that if Receiving Party or any Receiving Party Personnel breaches any of these covenants, in part or in whole, the Company shall be entitled to an injunction, without posting a bond, to restrain further breach of that covenant by Receiving Party or any Receiving Party Personnel, in addition to any other remedies Company may have.

9.4. The Parties further agree that the damages caused by Receiving Party's breach of the provisions of Section 9.1 would be difficult to ascertain. Accordingly, if Receiving Party violates the terms of Section 9.1, Receiving Party agrees to pay the Company, as liquidated damages and not as a penalty, fifty percent (50%) of any earnings made by Receiving Party as a result of the direct or indirect solicitation of the Company's client. The Parties agree that this amount represents reasonable compensation for the harm caused by Receiving Party's breach of these covenants.

10. **Non-Circumvention.** The Parties hereby agree that their business involves, among other activities, introducing, participating, effectuating and consummating transactions between their respective contacts, including other Parties and Affiliates (each, a "Transaction"). In consideration of the foregoing, each undersigned Party hereby irrevocably agrees and warrants that it and its Affiliates shall not, directly or indirectly, interfere with, circumvent, attempt to circumvent, avoid or bypass any Party from any Transactions between the Parties' contacts, or obviate or interfere with the relationship of any Party and its contacts for the purpose of gaining any benefit, whether such benefit is monetary or otherwise. The Parties also undertake not to make use of any third party to circumvent this paragraph.

11. **Agreement Not to Contact or Communicate Without Consent.** The Parties hereby legally and irrevocably bind themselves and guarantee to each other that they shall not directly or indirectly contact or communicate with, or submit a request for a product or service to, any contact, entity, or institution introduced by a Disclosing Party to a Receiving Party without the prior case-by-case written approval of the Disclosing Party authorizing such contact or communication.

12. **Agreement to Inform.** In specific Transactions where one of the Parties allows two or more other Parties to communicate directly with one another, the Party allowing this direct communication shall be informed by the other Parties of the development of the Transactions by receiving copies of each and every correspondence, as well as updates of verbal communications made between the other Parties.

13. **Miscellaneous.**

13.1. Successors and Assigns. The benefits of this Agreement shall inure to the respective successors and assigns of the Parties hereto and their Representatives, and the obligations and liabilities assumed in this Agreement by the Parties hereto shall be binding upon their respective successors and assigns.

13.2. Consent or Waiver. No alteration, consent, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in a writing signed by each of the Parties.

13.3. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties and supersedes any and all prior agreements, arrangements and understandings relating

to the matter provided for herein.

- 13.4. **Title and Headings.** Titles and headings used in this Agreement are for convenience only and shall not be used to limit, expand or interpret the language used thereunder.
- 13.5. **Severability.** In the event a court of competent jurisdiction determines that any term or provision hereof is invalid or unenforceable, (i) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect, and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.
- 13.6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Washington, applicable to contracts executed in and performed in that state. The Parties may agree in writing to replace any judicial proceedings in any court of competent jurisdiction with any form of alternate dispute resolution, including arbitration and mediation, at any mutually convenient location.
- 13.7. **Counterparts.** This Agreement may be executed in counterparts and delivered to each of the Parties by email. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.
- 13.8. **No Implied License.** The transmission or disclosure of any Confidential Information shall not be construed to grant the Receiving Party a license of any type under any patents, know-how, copyrights, trademarks or other intellectual property rights owned or controlled by the Disclosing Party.
- 13.9. **Export Laws.** Each Party shall comply with all applicable export control laws. The Disclosing Party shall clearly label as export controlled any such technology, technical data or Confidential Information that is provided hereunder.
14. **Related Entities.** This Agreement shall be binding upon all Affiliates and other related entities of a Party and upon the principals, employees, assignees, heirs, and/or successors-in-interest of each Party, and none of the Parties shall have the right to assign this Agreement without the express written consent of the other Parties.

Definition of "Affiliate": Any Person that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, the Persons specified. Affiliates shall additionally mean the Parties' present and future related parties, including, but not limited to, partners, directors, officers, managers, equity holders, associates, agents, representatives, assignees, employees, contractors, successors, and any other Persons contractually bound in any instance by them.

Definition for "Person" used in the agreement does include any business entity, trust, or natural person

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Parties has executed this Non-Circumvent Non-Disclosure Agreement by its duly authorized officer, as of the day and year set forth below.

COMPANY:

PETERMAN DESIGN FIRM, LLC

By: _____
Ian Peterman, Member

Date

Other Party:

Printed Name

Company

Signature

Date