**NONDI S CLOS URE AGREEM ENT BETW EEN**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This agreement is made as of

a

, 20

by and between

with principal

offices at

(the “Company”) and

, a

with

principal offices at Seattle, Washington (the “Recipient”).

RECITALS

WHEREAS, the Company is a nonexclusive licensee of certain technology (“Technology”) which is more fully described as

and related proprietary information; and

WHEREAS, The Company and the Recipient wish to explore a potential business relationship and/or have already consummated such a relationship in connection with which the Company may disclose its Confidential Information (as defined below) to the Recipient, (the “Relationship”);

NOW, THEREFORE, THE PARTIES Agree as follows:

AGREEMENT

1. Definition of Confidential Information. “Confidential Information” means any information, technical data, or know-how, including but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances of the Company, which all shall be deemed as Confidential Information. The Recipient understands and agrees that the terms and provisions of any of its agreements with the Company are Confidential Information. Confidential Information does not include information, technical data or know how which (i) is in the possession of the receiving party at the time this agreement is executed, or (ii) is approved by the Company, in writing, for release, which approval shall be at the sole discretion of the Company.
2. Nondisclosure of Confidential Information. The Recipient agrees not to use any Confidential Information disclosed to it by the Company for its own use or for

any purpose other then to carry out discussions concerning, and the undertaking of the Relationship. The Recipient will not disclose any Confidential Information of the Company to parties outside the Relationship or to employees of the Recipient other than employees or agents under appropriate burden of confidentiality and who are required to have the information in order to carry out the discussions regarding the Relationship, such as lawyers or accountants or other such professionals. The Recipient agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature. The Recipient agrees to notify the Company in writing of any misuse or misappropriation of Confidential Information of the disclosing party, which may come to the receiving party’s attention.

1. Publicity. The Recipient will not, without prior consent of the other party, disclose to any other person (except as provided in ¶3 above), the fact that Confidential Information of the Company has been disclosed under this agreement, that discussions or negotiations are taking place between the parties, or any of the terms conditions, status or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to the Company.
2. Return of Materials. Any materials or documents that have been furnished by the Company to the Recipient in connection with the Relationship will be promptly returned by the Recipient, accompanied by all copies of such documentation or certification of destruction, within ten days after (i) the Relationship has been terminated or (ii) the written request of the Company.
3. Patent or Copyright Infringement. Nothing in this Agreement is intended to grant any rights to the Recipient with regard to any and all rights of the Company’s rights to patents or copyrights.
4. Term. The forgoing commitments of each party shall survive any termination of the Relationship between the parties.
5. Successors and Assigns. This agreement shall be binding upon and for the benefits of the undersigned parties, their successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.
6. Governing Law. This agreement shall be governed by and enforced in accordance with the laws of the State of Washington and shall be binding upon the Recipient in the United States and worldwide.
7. Remedies. The Recipient agrees that any violation or threatened violation will cause irreparable injury, both financial and strategic, to the Company and in addition to any and all remedies that may be available, in law, in equity or otherwise, the Company shall be entitled to injunctive relief against the threatened breach of this Agreement by the Recipient without the necessity of proving actual damages and without the need to post a bond or other security as a condition precedent to obtaining such injunctive relief.

In Witness whereof, this Nondisclosure Agreement is executed as of the date first above written:

(“Recipient”)

By: Date Its:

.:

By: Date Its: