

## CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Grady Bay Capital hereinafter referred to as “GBC” or “Company”, and \_\_\_\_\_, hereinafter referred to collectively as the “Parties”.

### RECITALS

WHEREAS the Parties desire to disclose, on a confidential basis, certain information, process, clients, business contacts and documents considered confidential and/or proprietary by the Parties concerning their respective businesses. The Parties wish to maintain the confidentiality and proprietary nature of the confidential information disclosed.

NOW, THEREFORE, in consideration of the disclosure of the said proprietary, confidential, and trade secret information, and of the other undertakings giving rise to such disclosure, and the promises and covenants herein, it is mutually understood and agreed as follows:

1. “Confidential Information”: The Parties agree that information disclosed orally or in writing made available by the Parties including, but not limited to, information acquired from employees, financial reports, trade secrets, strategic plans, customer information, business plans, marketing plans, information relating to process or products, designs, business opportunities, and all other material whether written or oral, tangible or intangible, shall be treated as Confidential Information.

2. Parties’ Obligations: The Parties expressly agree that each Party shall not use Confidential Information in the development of any business opportunities, products, or services for its own account or for the account of a third party. Further, the Parties agree not to use the Confidential Information for purposes other than that necessary to consider the possibility of entering into a business relationship or transaction between the Parties. Each Party shall protect the Confidential Information by using the same degree of care, but no less than reasonable care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as that Party uses to protect its own Confidential Information. Each Party shall limit its internal disclosure of the Confidential Information to only those employees or agents who have a need to know the information for the limited purpose of the proposed business relationship between the Parties. Each Party agrees that it will direct its employees and agents to maintain confidentiality of the Confidential Information.

3. Exceptions: The Parties shall not be liable for disclosure or use of any Confidential Information if the same:

- A. is within the public domain at the time it was disclosed; or
- B. was previously known by the receiving Party; or
- C. comes into the public domain at a later date through no fault of either Party; or
- D. is disclosed or used by a Party with the prior written consent of the other Party; or
- E. such disclosure is required by law.

4. Ownership of Confidential Information: All Confidential Information shall remain the property of disclosing Party.
5. Return of Materials and Documents: Upon request by the disclosing Party, the recipient Party shall return or disclose all materials or documents that contain or embody any Confidential Information. The return or destruction of such material shall not relieve either Party of its obligation of confidentiality.
6. Termination: Either Party may terminate this Agreement by written notice to the other party. Notice shall be sent to the address directly below each party's signature. Such termination to be effective immediately following the delivery of the notice. Each Party shall return or confirm destruction of the Confidential Information no later than 10 days after the effective termination date.
7. Expiration of Agreement: Absent an express termination, this Agreement shall expire on its own terms one year from the date of this Agreement. Receiving Party shall return or confirm destruction of the Confidential Information no later than the expiration date.
8. Term of Confidentiality: The obligation of confidentiality for all disclosed information shall survive the termination of the Agreement and continue for a period of two (2) years from the date of disclosure.
9. Remedy: The Parties acknowledge that unauthorized disclosure or use of Confidential Information or any breach of the provisions of this Agreement will cause significant and irreparable harm which may be difficult to ascertain and that money damages may be inadequate compensation. Accordingly, the Parties agree that Company shall have the right to seek and obtain injunctive relief from breaches of the Agreement in addition to any other rights and remedies it may have from a court of competent jurisdiction.
10. No Agency Relationship Created: No provision of this Agreement shall be deemed to neither create or constitute a partnership, joint venture and/or employment agreement between the Parties nor constitute any Party the agent of the other Party for any purpose.
11. Expenses of Parties: Save as otherwise provided in this Agreement, each Party shall be responsible for its own costs and expenses incurred by it in connection with the entering into and completion of this Agreement.
12. Severability: The provisions contained in each clause and sub-clause of this Agreement shall be enforceable independently of each of the others and the validity of each shall not be affected by the invalidity of any other.
13. No Prior Agreement: This Agreement supersedes and replaces any other oral and/or written agreements, including any oral or written correspondence having the same object and all prior arrangements or understanding between the Parties.

14. Governing Law: Any action at law or in equity to enforce the terms and conditions of this Agreement shall be brought in Washington and shall be construed and interpreted in accordance with the laws of the State of Washington, excluding any choice of law rules which may direct the application of laws of another jurisdiction.

15. Assignment: All rights and obligations granted or imposed hereunder are not assignable or transferable by a party without written consent of the other party.

16. Binding Effect: This Agreement shall be binding upon the Parties hereto, their heirs, successors, and assigns.

17. Modifications: Any amendments and modifications to this Agreement are subject to the written approval of the Parties.

Accepted and Agreed to:

**GRADY BAY CAPITAL**

**COMPANY / INDIVIDUAL**

By: \_\_\_\_\_  
Authorized Signor

By: \_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Address: 3312 Rosedale St. NW  
Suite 203  
Gig Harbor, WA 98335

Address: \_\_\_\_\_  
\_\_\_\_\_