

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“**Agreement**”) is made effective as of _____, _____ (“**Effective Date**”), by a _____.

_____ aaaaaaa _____ with a _____
at _____

(“**Recipient**”) in favor of Janicki Industries, Inc., a Washington corporation with a principal place of business at 1476 Moore Street, Sedro-Woolley, WA 98284 (the “**Company**”) (each a “**Party**” and collectively the “**Parties**”).

WHEREAS, Recipient desires to obtain certain confidential information (“**Confidential Information**” as defined below) from the Company in connection with Recipient’s role in _____.

WHEREAS, Recipient understands that the Confidential Information has been created, discovered and/or accumulated by or for the Company through the expenditure of substantial time, effort and expense, and that the Company’s continued success depends, in part, on the protection of this Confidential Information.

NOW, THEREFORE, in order to further the above-described purposes and to induce the Company to make the contemplated disclosures, Recipient hereby agrees as follows:

1. “**Confidential Information**” shall mean information including, but not limited to, the existence of the discussions between the Company and Recipient or any third-party regarding future business relationships and information regarding the Company’s products, services, product designs, plans, roadmaps, prices, costs, trade secrets, inventions, intellectual property, development plans, tooling, equipment, import or export controls, license arrangements or agreements, methods, techniques, proprietary processes and know-how, programs, schematics, software, data, customer lists, financial information, inside information (including information regarding financial performance, earnings, existing products, existing techniques, new products, new techniques and business strategies), personnel information (including, without limitation, skills and compensation), product development information, client development information, information regarding possible acquisitions or sales of businesses or facilities sales, marketing plans, business opportunities, research and development activities, pre-release products, information posted on the Company’s web site (to the extent that such information is not publicly accessible), or any other information which the Recipient knows or reasonably should know is confidential, proprietary or trade secret information of the Company. This definition also includes any Confidential Information disclosed by or to any affiliate or subsidiary of the Company. Recipient understands and agrees that Company’s client and prospective client lists, proposals, reports, all internal memoranda and documents and any information communicated to Recipient, written or oral, that is indicated as confidential, are trade secrets within the meaning of Chapter 19.108 of the Revised Code of Washington, and that misappropriation of such information, as defined in said Chapter, shall subject Recipient to penalties as set forth in said Chapter. Confidential Information shall not include information (i) which was lawfully in the possession of Recipient prior to disclosure of such information by the Company; (ii) which was, or at any time becomes, available in the public domain other than through a violation of this Agreement; (iii) which is documented, to the satisfaction of both Parties, by Recipient as having

been developed by Recipient independently; or (iv) which is furnished to Recipient or its representatives by a third party not under an obligation of and without a violation of confidentiality to the Company.

2. Recipient agrees not to disclose Confidential Information to any third party, except as specifically authorized by this Agreement or as specifically authorized by the Company in writing. Recipient agrees to hold all of the Confidential Information in trust and confidence and agrees that it shall be used only by Recipient or its employees with a need-to-know for the contemplated purpose set forth above, and shall not be used for any other purpose or disclosed to any party who is not bound by a non-disclosure agreement with the Company.

3. Recipient agrees to use all reasonable precautions, no less than Recipient's treatment of its own Confidential Information of a similar nature, to prevent the unauthorized disclosure of the Company's Confidential Information.

4. The Confidential Information, regardless of whether it is in oral or written, or partial or complete, form, shall be and remain the property of the Company, whether provided to or copied by Recipient. Recipient shall not make or have made any partial or complete copies or derivative works, whether in hand copy or electronic form, of any of the Confidential Information without the express prior authorization of the Company, and any legends or notices used by the Company in the Confidential Information shall be reproduced in full in all copies. Upon demand by the Company or termination of this Agreement, all materials bearing or disclosing any of the Confidential Information shall be delivered or returned to the Company.

5. This Agreement applies to all Confidential Information that is disclosed by the Company to Recipient during the period that begins on the Effective Date. The obligations of this Agreement will remain in effect for as long as the Confidential Information remains confidential, proprietary or trade secret information of the Company. Or, if the Parties enter into a subsequent agreement governing the disclosure of Confidential Information, this Agreement will terminate and that subsequent agreement shall control the use and disclosure of Confidential Information.

6. Recipient may disclose the Company's Confidential Information if and only to the extent that a disclosure is required by applicable law, provided that Recipient uses reasonable efforts to limit the disclosure by means of a protective order or a request for Confidential/Attorneys' Eyes Only treatment that permits the Company a reasonable opportunity to review the proposed disclosure before it is made, and to interpose its own objection to the disclosure and, if appropriate, bring a motion for a protective order.

7. Nothing in this Agreement will be construed as granting any rights to Recipient, by license or otherwise, to any of the Company's Confidential Information, except as specifically stated in this Agreement.

8. Recipient acknowledges that damages alone would not be an adequate remedy for any breach by it of the provisions of this Agreement and, accordingly, without prejudice to any and all other rights and remedies that the Company might have, the Company shall be entitled without proof of special damage to the remedies of injunction, specific performance and other

equitable relief for any threatened or actual breach of the provisions of this Agreement without the requirement of posting a bond. Recipient agrees that the Company shall be entitled to an award of its reasonable attorneys' fees, expert fees and costs if it prevails in any action to enforce this Agreement.

9. This Agreement shall be governed and construed under the laws of the State of Washington. Recipient irrevocably consents and submits to the exclusive and mandatory jurisdiction of the state courts sitting in Skagit County, Washington or the U.S. District Court for the Western District of Washington, and agrees that any action, suit or proceeding in connection with this Agreement shall be brought only in such courts to the exclusion of all other courts, other than actions to enforce judgments or orders entered in said courts.

10. If any provision of this Agreement or compliance by any of the Parties with any provision of this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, shall be deemed modified to the extent necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, said provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severable from the remaining provisions of this Agreement, which provisions will remain binding on the Parties.

11. This Agreement sets forth the complete and exclusive agreement of the Parties regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement is not, however, intended to limit any rights that the Company may have under trade secret, copyright, patent or other laws that may apply to the subject matter of this Agreement.

12. This Agreement shall bind Recipient and its successors and assigns, and will benefit the Company and its successors and assigns. By entering into this Agreement, the Company shall not be deemed to have waived any other rights or remedies it may have in law or equity.

JANICKI INDUSTRIES, INC.

[RECIPIENT]

By

By

Name

Name

Title

Title