

# Viadi, LLC

## Non Disclosure Agreement

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ with offices at \_\_\_\_\_ (hereinafter "Recipient") and Viadi, LLC, with offices at 8240 14th Ave NE Seattle, WA 98115-4330 (hereinafter "Discloser").

**WHEREAS** Discloser possesses certain ideas, information and intellectual property relating to "Room"; including, but not limited to, prototypes, drawings, data, trade secrets, that is wholly owned by, confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

**WHEREAS** the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the sole purpose of evaluating its interest in entering into a business relationship with Discloser based upon the Confidential Information;

**NOW THEREFORE**, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. **Disclosure.** Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information.

2. **Confidentiality.**

2.1 **No Use.** Recipient agrees not to use the Confidential Information in any way, or to design, create, manufacture, sell or test any product embodying or derived from Confidential Information in any way except for the purpose set forth above.

2.2 **No Disclosure.** Recipient agrees to prevent and protect the Confidential Information, or any part thereof, from disclosure to any third party including any of Recipient's employees, unless duly authorized in writing by Discloser.

2.3 **Protection of Secrecy.** Recipient agrees to take all steps necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. **Limits on Confidential Information.** Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

- (a) was known to Recipient prior to receiving any of the Confidential Information from Discloser;
- (b) has become publicly known through no wrongful act of Recipient;
- (c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
- (d) was independently developed by Recipient without use of the Confidential Information; or
- (e) was ordered to be publicly released by the requirement of a government agency.

3.1 **Proof of Applicability of Limitations.** Recipient agrees that Discloser reserves the right to request of Recipient reasonable written or other proof in evaluating a claim by Recipient, its successors, heirs and assigns that Confidential Information is not proprietary.

4. **Ownership of Confidential Information.** Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

5. **Term.** The obligations of this Agreement shall be continuing until:

(a) mutually agreed upon by Discloser and Recipient in writing;

(b) the Confidential Information disclosed to Recipient is no longer confidential.

6. **Termination and Return of Confidential Information.** Recipient agrees to be obligated to return any and all Confidential Information, including any copies thereof, to Discloser within fifteen (15) days of written demand from Discloser. Discloser reserves the right to demand return of Confidential Information at any time. Recipient agrees that it will not retain any copies, written or otherwise, of any Confidential Information disclosed. Any written request by Discloser for the return of Confidential Information does not in any way constitute a waiver of this Agreement and the parties shall continue to be bound by the rights and obligations herein until such time as set forth under section five (5) of this Agreement.

7. **Applicable Law.** This Agreement, the rights and obligations herein and any dispute arising therefrom shall be governed and controlled by California Law.

8. **Enforcement.** In the event of any breach or violation of any of the obligations herein, Recipient agrees that Discloser reserves the right to seek and obtain an injunction from a Court of appropriate jurisdiction or any other reasonable legal remedy to cure any breach or violation of the obligations herein. Failure to enforce this Agreement does not constitute a waiver of this Agreement.

9. **Determination of Unenforceability.** Any determination that any part of this Agreement is unenforceable does not invalidate the remainder of this Agreement and remaining rights and obligations herein will remain in full force and effect.

10. **Attorney's Fees.** Recipient agrees to be liable to Discloser for any attorney's fees incurred by Discloser in enforcing this Agreement or in any dispute arising therefrom.

11. **Survival of Rights and Obligations.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, heirs and assigns; and (b) Recipient, its successors, heirs and assigns.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Agreement effective as of the date first written above.

<b>DISCLOSER (VIADI, LLC)</b>	<b>RECIPIENT ( _____ )</b>
Signature	Signature
Print Name	Print Name
Title	Title

<b>DISCLOSER (VIADI, LLC)</b>	<b>RECIPIENT ( _____ )</b>
Date	Date