

Confidentiality and Non-Disclosure Agreement

THIS AGREEMENT is made and entered into by and between NuWest Group Holdings, LLC and _____, and shall become effective when executed by both parties.

The facts underlying this Agreement are as follows:

A. The parties acknowledge that they intend to engage in discussions between them in connection with certain employment opportunities (the "Employment Opportunity") which may lead to one party (a "Disclosing Party") disclosing certain Confidential Information related to the Disclosing Party and/or its products and/or its business to the other party (the "Recipient"), which disclosure will be on a confidential basis. For purposes of this Agreement, the term "Confidential Information" means information or physical material not generally known or available outside the Company or information or physical material entrusted to the Company by third parties. This includes, but is not limited to, inventions, confidential knowledge, trade secrets, copyrights, product ideas, techniques, processes, formulas, algorithms, software, mask works and/or any other information of any type relating to documentation, data, schematics, flow charts, mechanisms, research, development, engineering, manufacture, improvements, assembly, installation, marketing, forecasts, sales, pricing, customers, the salaries, duties, qualifications, performance levels and terms of compensation of other employees, and/or cost or other financial data concerning any of the foregoing or the Company and its operations. Confidential Information does not include: (i) any information which the Recipient proves it had in its possession through lawful means prior to disclosure by the Disclosing Party, (ii) any information that prior to or after the time of disclosure becomes part of the public knowledge other than as a result of any improper inaction or action of the Recipient hereunder, (iii) any information which is furnished to others by the Disclosing Party without restriction on disclosure; (iv) any information which is hereafter furnished by a third party, as a matter of right and without restriction on disclosure, to the Recipient, or (v) information which is independently developed by Recipient without use of or reference to the Confidential Information of the Disclosing Party.

B. In order to protect the Confidential Information proprietary to the Disclosing Party, both during the term of the relationship and after the expiration or termination thereof, the Recipient agrees as follows:

1. The Recipient shall maintain in strictest confidence and hold in trust for the Disclosing Party, and shall not disclose to any third party or use for any unauthorized purpose, any and all Confidential Information received from the Disclosing Party.
2. The Recipient represents and warrants to the Disclosing Party that the Recipient shall take all reasonable precautions to ensure against any breach of confidentiality. The Recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information.

3. Recipient's duty to protect Confidential Information of the Disclosing Party expires two (2) years from the date of disclosure. Upon termination, completion of the Business Opportunity, or upon request of the Disclosing Party, whichever occurs first, the Recipient shall promptly return all copies and reproductions of the Confidential Information to the Disclosing Party, or at Disclosing Party's option shall destroy all materials, notes, abstracts and other documents that contain Confidential Information, and shall provide to the Disclosing Party written certification thereof.
4. The Recipient agrees that money damages alone would not be a sufficient remedy for any breach of this Agreement, and agrees that the Disclosing Party shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement by the Recipient. Such remedy shall be in addition to all other rights and remedies available at law or in equity.
5. This Agreement shall be governed by the laws of the State of Washington, excluding the laws regarding the principles of conflicts of laws. Exclusive venue for suit on this Agreement shall rest with the courts located in King County, Washington, USA, and all parties hereto agree and consent to exclusive venue being proper in such county.
6. This Agreement sets forth the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous agreements concerning such Confidential Information, whether written or oral. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.
7. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

By executing this Agreement on behalf of a company, you represent that you are an agent of the company authorized to bind it to such an Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ___ day of _____.

NuWest Group Holdings, LLC:

Contracting Party:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____