

# NON-DISCLOSURE AGREEMENT



This agreement is between Alchemy Agency Ltd., and

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PRINT ORGANIZATION

and relates to the exchange of information during a Non-Dues Discovery Session  
and any potential business conducted in the future.

date of effect: \_\_\_\_\_

# AGREEMENT

## TERMS & CONDITIONS

**WHEREAS** each party has received or wishes to receive, and each party has provided or wishes to provide, certain Confidential Information (as hereinafter defined) for the purpose of exploring or maintaining a business relationship.

**IN CONSIDERATION** of the mutual exchange of Confidential Information, the parties agree as follows:

1. "Confidential Information" means any non-public information disclosed by either party, or by the party's advisors or third-party representatives on behalf of a party, to the other party, either directly or indirectly, in writing, through electronic media, access to information protected by password, orally or by inspection of tangible objects, in connection with any business discussions and/or transactions between the parties.
2. This Agreement does not apply to any portion of the Confidential Information which is in, or enters the public domain through no action of the receiving party, which is previously known to or developed by the receiving party, or which is received from a third party without breach of any duty of confidentiality by such third party.

# AGREEMENT

## TERMS & CONDITIONS

3. Each party's Confidential Information is the sole property of the disclosing party, and no right or title passes to the receiving party under this Agreement.
4. Confidential Information is vital to the disclosing party's business, and the unauthorized use or disclosure of such Confidential Information would cause irreparable and inestimable harm to the disclosing party.
5. Each party shall use the Confidential Information of the other party only for the purpose(s) stated above, and shall, upon written request of the other party, deliver all copies of the other party's Confidential Information to that party, or destroy same and certify such destruction.
6. In no event may the receiving party use or cause the use of the Confidential Information in a manner that creates a competitive disadvantage for the disclosing party, as determined in the exercise of reasonable business judgment by the disclosing party.

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## TERMS & CONDITIONS

7. The receiving party shall maintain the Confidential Information in confidence as shall use at least the same degree of care to maintain the confidentiality of the Confidential Information as it uses in maintaining as confidential its own proprietary, confidential or trade secret material and information.
8. The receiving party shall not disclose Confidential Information of the disclosing party to any third party, nor to any employee or associate of the receiving party that does not need to be in possession of the Confidential Information, in the reasonable business judgment of the disclosing party, for the purposes described above, without the disclosing party's prior written consent.
9. The disclosing party makes no warranty as to the accuracy, completeness, condition, suitability or performance of the Confidential Information, and shall have no liability whatsoever resulting from the receiving party's use of the Confidential Information.

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10. Should a party be required to bring an action arising from breach of this Agreement by the other party, the breaching party shall be liable for damages and legal fees related to this action, and the injured party is entitled to equitable relief, including injunctive relief. Such injunctive relief shall not limit the disclosing party in its rights to obtain other remedies.
11. This Agreement may not be assigned or transferred in any way without the written approval of both parties.
12. The interpretation and enforcement of this Agreement shall be governed by the laws of Washington State, United States of America.

Signing Authority \_\_\_\_\_  
PRINT NAME SIGNATURE DATE

CHRISTOPHER HAMADE, Alchemy Agency Ltd. \_\_\_\_\_  
DATE