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THIS AGREEMENT is entered into this _____ day of _____, _____, by and between _____ and content26, LLC.

RECITALS

WHEREAS, content26, LLC and _____ are engaged in confidential discussions concerning a possible business relationship between content26, LLC and _____; and

WHEREAS, in order to facilitate such discussions, the parties wish to provide for the disclosure by each (the "Disclosing Party") of certain confidential information and materials to the other party (the "Recipient"), and to provide further for the confidentiality of such disclosed information and materials and to preserve to the Disclosing Party the commercial benefits from the use of such information and materials.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

AGREEMENT

1. Definitions. "Confidential Information" means information originating with the Disclosing Party that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Confidential Information includes, without limitation, business plans; business strategies; marketing plans; industry and competitive information; technology and know-how; pricing and cost data; information concerning proprietary rights and product and proposed product information; arrangements and agreements with distributors, customers, suppliers, licensors and licensees; information concerning employees; and financial information. Confidential Information may be written, oral, expressed in electronic media or otherwise disclosed, and may be tangible or intangible. The Disclosing Party is not required to specifically identify Confidential Information as such. All information disclosed before or after the date of this Agreement by either party to the other in connection with the possible business relationship between content26, LLC and _____ will be presumed to be Confidential Information and will be so regarded by the Recipient unless Recipient can prove that particular information is not Confidential Information because of the application of Section 3 below.

2. Obligations Concerning Confidentiality and Limited Use. Recipient agrees: (i) that it will maintain and preserve the confidentiality of the Confidential Information, including, without limitation, taking such steps to preserve the confidentiality of the Confidential Information as it takes to preserve the confidentiality of its own confidential information; (ii) that it will disclose the Confidential Information to its own employees and advisers on a “need-to-know” basis only, and only to such employees and advisers who have agreed to maintain the confidentiality thereof by executing a counterpart of this Agreement; and (iii) that it will use the Confidential Information solely in its consideration of whether to enter into a business relationship with the Disclosing Party and that it will not otherwise use for its benefit or the benefit of any third party any of the Confidential Information.

3. Exceptions. The obligations in Section 2 above will not apply to, and Confidential Information, as defined hereunder, will not include information which (i) is already known to Recipient at the time disclosed by the Disclosing Party; or (ii) is publicly known at the time of disclosure to Recipient by the Disclosing Party. The obligations in Section 2 above will cease as to particular Confidential Information from and after the date that the particular Confidential Information: (i) becomes publicly known through no fault of Recipient; (ii) is received by Recipient properly and lawfully from a third party without restriction on disclosure and without knowledge or reasonable suspicion that the third party’s disclosure is in breach of any obligations to the Disclosing Party; (iii) has been developed by Recipient independently of the delivery of Confidential Information hereunder; or (iv) has been approved for public release by written authorization of the Disclosing Party.

4. Confidentiality of this Agreement. Each party agrees to maintain the confidentiality of the existence and terms of this Agreement, as well as the fact that the parties are considering a possible business relationship.

5. Return of Information. Upon written request of the Disclosing Party, Recipient will return to the Disclosing Party all tangible expressions (including all forms of electronic storage and all copies) of Confidential Information.

6. No License Granted. The parties recognize and agree that nothing contained in this Agreement will be construed as granting any rights, by license or otherwise, to any Confidential Information, except as expressly set forth herein.

7. General. Each party agrees that money damages would be inadequate compensation for breach of this Agreement. Accordingly, each party hereby consents in advance to the entry by a court of competent jurisdiction of equitable relief (including an injunction that enjoins the breaching party from disclosing or using Confidential Information) to enforce the terms hereof. The substantive laws of the State of Washington will govern this Agreement. This Agreement sets forth the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and negotiations between the parties. All amendments or exceptions to this Agreement must be in writing signed by both parties. This Agreement may be executed in counterparts. In the event of any dispute concerning the enforcement of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys’ fees and costs.

AGREED AND ACKNOWLEDGED:

content26, LLC

By: _____

Mark White, President

Date: _____

Name: _____

Signature: _____

Date: _____

Address: _____

Phone: _____

Email: _____

