

forestpark

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Nondisclosure Agreement

This Nondisclosure Agreement is made and entered into by and between **Forestpark Lands LLC (Forestpark)**, a Washington Limited Liability Company, and _____ (“Recipient”) a _____ and is effective as of _____.

Forestpark and Recipient desire to pursue discussions regarding a potential business relationship between them. In connection with those discussions, ForestPark has and will provide Recipient with information regarding Forestpark’s business and financial affairs which ForestPark deems proprietary and confidential and which ForestPark would not disclose to Recipient without assurances that Recipient would hold such information in confidence.

Recipient acknowledges and understands the importance of maintaining the confidentiality of the information disclosed by Forestpark and agrees not to use or disclose such information except as expressly permitted by Forestpark. Therefore, in consideration of the disclosure of Forestpark confidential information, Recipient agrees as follows:

1. Whenever used in this Agreement, the term “Confidential Information” will mean any information concerning, or samples of, Forestpark’s current or future services, business plans, GIS mapping platform code, GIS data sets, GIS mapping templates, financial information, marketing plans, customer lists, or other information which is clearly marked as, or Recipient should reasonably know is, confidential or proprietary.
2. Recipient acknowledges that any Confidential Information received from Forestpark is a valuable trade secret, constituting confidential and proprietary information of Forestpark and that Forestpark has taken reasonable steps to maintain the confidentiality of such information.
3. Recipient shall not:
 - a. Copy or use Confidential Information received from Forestpark except as specifically authorized by Forestpark and only for the purpose of evaluating a potential business relationship with Forestpark, or
 - b. Disclose Confidential Information to any person or entity except those that Forestpark may authorize in writing which have agreed in writing to comply with the terms of this Agreement.
4. Recipient will keep the Confidential Information confidential and under access and use restrictions sufficient to prevent copying, use or disclosure thereof which violates this Agreement.
5. Recipient shall not remove, obscure, or alter any notice of copyright, trade secret or other

proprietary right from the Confidential Information without Forestpark's prior written authorization.

6. Upon termination of the discussions between Recipient and Forestpark, Recipient will return to Forestpark all Confidential Information received from Forestpark and all copies thereof, unless otherwise agreed by Forestpark in writing. The obligations under this Agreement shall survive the termination of the discussions or business relationship between Forestpark and Recipient.

7. Recipient acknowledges that all recommendations or suggestions by Recipient to Forestpark regarding Forestpark's existing or future business, products or services, are provided to Forestpark without charge or royalty of any kind, are the property of Forestpark and may be used by Forestpark without limit on or payment of any kind to Recipient. Recipient covenants and agrees not to assert any ownership interest in Forestpark or any products or services developed by Forestpark based on information or recommendations made by Recipient.

8. This Agreement is specifically enforceable without proof of monetary damages. In any action to enforce this Agreement which includes, as applicable, gaining injunctive relief, the prevailing party shall be entitled to recover, in addition to all other relief, its reasonable attorneys' fees, costs and expenses incurred in such enforcement action.


9. This Agreement sets forth the entire agreement of the parties with respect to the use and disclosure of the Confidential Information. This Agreement will be construed and enforced in accordance with the laws of the State of Washington without reference to its choice of law rules.

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2724 1st Avenue West
Seattle, WA 98119
206.963.8081 o
206.284.3164 f

Recipient

By: 

Peter S. Constable
Principal

By: _____
Title: _____

Date: _____

Date: _____