

## RECIPROCAL NONDISCLOSURE AGREEMENT

This reciprocal Nondisclosure Agreement ("Agreement") is made effective as of \_\_\_\_\_, between THE POLITECHILD, INC. a Washington corporation, located at 13110 NE 177th PL. Suite 123, Woodinville, WA 98072, and any and all of its subsidiaries (hereinafter "PC"), and \_\_\_\_\_, residing at \_\_\_\_\_ (hereinafter "Recipient").

### Recitals

- A. PC is a business that has valuable and proprietary information critical to its success in the marketplace. It believes that any information directly related to the business of PC including but not limited to, computer files, presentation materials, educational supplies and notes, client and vendor lists, financial reports, marketing and business plans, and methods of doing business and any other information which ought reasonably be known to be proprietary or confidential in nature ("Confidential Information") is valuable and is a proprietary asset of its business critical to its success in the marketplace.
- B. Recipient is an individual who has valuable and proprietary information critical to its success in the marketplace.
- C. PC and Recipient have each requested to receive Confidential Information of the other in order to accommodate the business relationship or purposes contemplated between PC and Recipient.
- D. Both PC and Recipient are willing to provide Confidential Information to the other, but only on the condition that the parties have made the following agreements with respect thereto.

### Agreements

- 1. On and subject to the terms of this Agreement, the disclosing party ("Disclosing Party") shall deliver the Confidential Information to the recipient ("Recipient").
- 2. Recipient agrees not to disclose, orally or in writing, or to furnish copies of or disseminate any of the Confidential Information to any third party whatsoever, without the prior written consent of the Disclosing Party.
- 3. Recipient agrees not to use or disseminate any of the Confidential Information obtained through or as a result of this Agreement, or any business relationship with the Disclosing Party for any purpose whatsoever, except as necessary to effect the purpose of the business relationship of the undersigned parties.

4. Information specifically excluded from this Agreement will include all information already known to the Recipient prior to this agreement, information which is generally public or residing in the public domain, and information lawfully obtained from an outside source through no act or fault of Recipient.
5. Recipient agrees not to use or disseminate any of the Confidential Information and other information delivered pursuant hereto which may contain proprietary information or financial information, the confidentiality of which is important to the continued business and financial success of the Disclosing Party, and that the disclosure or dissemination of the Confidential Information so obtained may cause the Disclosing Party embarrassment, harm or monetary damage, which may be irreparable. Both parties agree to keep confidential disclosed Confidential Information for a period of five (5) years after the date of last disclosure. Recipient agrees that in the event of a breach of any portion of this agreement, the Disclosing Party will be entitled to seek damages incurred as a result of such breach, or to seek any other remedy available at law or in equity, and to pursue any one or more of such remedies either simultaneously or successively. The provisions contained in Section 5 of this Agreement shall survive termination or expiration of this Agreement.
6. Recipient shall not accept employment with, consult with, or otherwise render services to companies or subsidiaries of companies that compete directly with PC, as judged by PC, for 12 months
7. Non-solicitation. During the Term of this Agreement and for a period of 12 months thereafter, Recipient agrees not to hire, solicit, nor attempt to solicit the services of any employee or contractor of PC, nor solicit or accept the business of any customer of PC without the prior written consent of PC. Violation of this provision shall entitle PC to assert liquidated damages against Recipient equal to one hundred fifty (150) percent of the solicited person's total annual compensation or the annual gross revenue expected from the business relationship (as the case may be), together with reasonable attorneys' fees incurred by PC in enforcing this provision.
8. This Agreement shall be construed in accordance with the laws of the State of Washington.
9. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by certified or registered mail to the legal department of the respective companies at the addresses which appear in the first paragraph of this Agreement, unless updated in writing by the parties from time to time.

**THE POLITECHILD, INC.**

**RECIPIENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_