

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (hereinafter referred to as the "Agreement"), is made as of the date of execution below, by and between Rainier Connect North, LLC, a Washington limited liability company, located at 2516 Holgate St., Tacoma, WA, and _____, and its affiliates, located at _____.

RECITALS

WHEREAS, the above parties are interested in participating in discussions concerning a business proposition; and

WHEREAS, in furtherance of these interests, the parties will provide and disclose to each other certain information which is either non-public, confidential, or proprietary in nature;

NOW THEREFORE, in consideration of the premises and covenants set forth herein, it is agreed as follows:

AGREEMENT

1. For the purposes of this Agreement, the term "Confidential Information" shall mean all information which is either non-public, confidential, or proprietary in nature which is disclosed by a party to the other party regardless of whether it is in written, oral or in electronic format. The term "Confidential Information" shall mean any and all information, in whatever form transmitted, relating to the past, present, proposed or future business of the disclosing party whether or not labeled as "confidential." Confidential Information also specifically includes, but is not limited to, any and all information related to a party's services, business plans and strategies, offers, research development, pricing, rates, costs, inventions, accounting, engineering, financial statements, customer lists, equipment adaptations, computer software, programming and specifications, professional and legal opinions and studies.
2. Each party agrees that the Confidential Information received from the other party will be kept confidential and shall not be disclosed to third parties by the non-disclosing party, or by its agents, representatives or employees, in any manner whatsoever, in whole or in part, and shall not be used by non-disclosing party, its agents, representatives or employees other than in connection with the proposed business transaction between the parties. Each party agrees that it will not permit its employees or agents to see, review, be told about or have access to the Confidential Information or to any copies, summaries, extracts, notes, analyses and memoranda of the Confidential Information unless such persons shall have a bona fide need to know the Confidential Information for the purpose of evaluating the proposed business transaction and then only if the non-disclosing party shall have informed the recipient of the existence and terms of this Agreement and of the confidential nature of the Information and the recipient agrees to be bound thereby.
3. All copies of the Confidential Information, except for documents which consists of analyses, compilations, forecasts, studies, or other documents prepared by the non-disclosing party, its agents, representatives or employees will be returned to the disclosing party immediately upon the disclosing party's request. These analyses, compilations, forecasts, studies or other documents prepared by the non-disclosing party, its agents, representatives or employees, will be destroyed and any oral Information and information otherwise retained will continue to be subject to the terms of this Agreement.

4. The parties obligations set forth herein include all Confidential Information unless the non-disclosing party can prove that such Confidential Information (i) was at the time of receipt otherwise known to the non-disclosing party; (ii) was or became in the public domain other than as a result of a disclosure by the non-disclosing party, its agents, representatives or employees; or (iii) became available to the non-disclosing party on a non-confidential basis from a source which is not prohibited from disclosing such Information by a legal, contractual or fiduciary obligation to the disclosing party.
5. The parties acknowledge that no party makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and each party and its affiliates expressly disclaim any and all liability that may be based on the Confidential Information, errors therein, or omissions therefrom. The parties agree they are entitled to rely solely on the representations and warranties, if any, made to each other in any future agreement. Neither this Agreement nor any action pursuant thereto shall obligate either party to enter into any business relationship with the other party hereto.
6. In the event either party, or anyone to whom it transmits the Confidential Information pursuant to this Agreement, becomes legally compelled to disclose any of the Confidential Information, it will: (1) promptly notify the other party of the existence, terms, and circumstances surrounding the order or requirement; (2) consult with the other party on the advisability of taking steps to resist or narrow the order or requirement; (3) if disclosure of Confidential Information is required, furnish only such portion of the Confidential Information required to be disclosed; and (4) cooperate with the other party in its efforts to obtain an order or other reliable assurance that confidential treatment be accorded to that portion of the Confidential Information that is required to be disclosed.
7. The disclosing party believes that the Confidential Information is owned solely and exclusively by that party, and the nondisclosing party agrees that no right, title or interest in or to any of the Confidential Information or any material developed therefrom is transferred to it hereby or by its delivery to the nondisclosing party hereunder. All Confidential Information shall remain the exclusive property of the disclosing party. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement or any disclosure hereunder, except the right to use the Confidential Information in accordance with and subject to the terms of this Agreement.
8. The disclosing party shall have the direct right to take any action and to recover all damages arising out of any breach of this Agreement by the nondisclosing party or its agents, representatives or employees, including, but not limited to, reasonable attorneys' fees incurred to enforce this Agreement. The nondisclosing party agrees that money damages would not be sufficient remedy for any breach of this Agreement and, therefore, in addition to any other remedies available to the disclosing party in the event the breach of the terms hereof, the disclosing party shall also be entitled to seek specific performance and injunctive or other equitable relief (including interim relief). The parties agree to waive any requirement for the securing or posting of any bond or other security in connection with such remedy.
9. The terms and conditions of this Agreement shall remain in effect for three (3) years from the date of disclosure of the Confidential Information, unless otherwise specifically set forth herein. The term of this Agreement shall automatically extend from the date of subsequent disclosures of additional Confidential Information.
10. This Agreement shall be governed by and construed in accordance with Washington State Law without giving effect to principles and provisions thereof relating to conflict or choice of laws and irrespective of the fact that any one of the parties is now or may become a foreign corporation. By executing this Agreement all parties hereby consent to personal jurisdiction exclusively in and

before the Superior Court of the State of Washington. If any legal proceeding is necessary to enforce or interpret the terms of this Agreement, or any part thereof, the substantially prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

11. If any provision or portion of this Agreement shall be held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision or portion and, to this end, the provisions or portions hereof are severable.
12. This Agreement shall not be assignable by any party hereto, nor shall the performance of any of the duties hereunder be delegable by any party hereto, without the written consent of the other party. This Agreement shall be binding upon the permitted assigned and successor of each party. Confidential Information may not be disclosed to any successor of either party unless written consent is obtained from the disclosing party, which consent shall not be unreasonably withheld.
13. Neither this Agreement nor any term or provision hereof, may be changed, waived, discharged, amended, modified or terminated orally, or in any manner other than by an instrument in writing signed by both parties hereto.
14. The failure of either party at any time, or from time to time, to require performance of any of the obligations of the other party under this Agreement shall in no manner affect the right of either party to enforce any provision of this Agreement at a subsequent time; and shall not be construed as a waiver of any subsequent breach of that same provision.
15. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. All signed pdf copies of this Agreement shall be deemed as valid as an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date below.

Rainier Connect North, LLC _____

By: _____
Brian Haynes

By: _____

Its: President

Its: _____

Date: _____

Date: _____