

**CONFIDENTIALITY AGREEMENT
AND
NON-DISCLOSURE AGREEMENT**

In consideration for disclosure of confidential information and/or trade secrets pertaining to Alex Cooley (referred to herein as Cooley-Holdings) and any industry associated activities, including but not limited to Solstice, the undersigned, Party (referred to herein as The Party) hereby agrees to the terms and conditions of this Agreement as follows:

1. Confidential information and/or trade secrets about Cooley-Holdings shall include, but not limited to, information pertaining to products, processes, services, recipes, inventions, preparation or operation methods, purchasing, accounting, customers, marketing, merchandising and selling, or any other information concerning Cooley-Holdings or manner of operation not generally known in the same industry or related industries.
2. The Party agrees not to use the confidential information and/or trade secrets that are disclosed to the Party except for use internally by the Party for analyzing and understanding Cooley-Holdings. The Party agrees not to disclose to anyone any of the confidential information and/or trade secrets expressed verbally, contained in documents or materials, or otherwise made known to the Party. The Party assumes full responsibility for the compliance with the terms of this agreement by persons to whom the confidential information was disclosed.
3. The Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive use of the Party. The Party shall carefully restrict access to the Confidential Information to its employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this agreement. The Party shall not, without prior written approval of Cooley-Holdings, publish, copy or otherwise disclose to others, or permit the use by others for their benefit or detriment to Cooley-Holdings, the Confidential Information
4. If the Party breaches or threatens to breach this Agreement, the Party agrees that Cooley-Holdings' remedies at law may be inadequate, and Cooley-Holdings shall be entitled to an injunction restraining the Party from such breach or threatened breach. Nothing contained herein shall be construed as prohibiting Cooley-Holdings from pursuing any other remedies available to them for such breach or threatened breach, including the recovery of money damages, costs and attorney fees. In the event Cooley-Holdings incurs costs or attorney fees in enforcing this Agreement, Cooley-Holdings shall be entitled to recover said fees and costs from The Party.
5. This agreement shall be construed according to the laws of the State of Washington. If any provision of this Agreement is void, or so declared, such provision shall be deemed, and is hereby, severed from this Agreement, which shall otherwise remain in full force and effect.
6. The parties acknowledge and agree that the discussions and sharing of confidential information is confidential and shall not be divulged to third

parties during the pendency of the information sharing or indefinitely thereafter.

7. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

By: _____ (Printed Name)

Its: _____

Signed _____ DATE _____