

Non-Disclosure Agreement for Washington

This NON-DISCLOSURE AGREEMENT (the "**Agreement**") is effective as of 03/04/2020 by and between Toolless Plastic Solutions Inc., a(n) corporation (hereinafter referred to as "**Discloser**"), and _____, a(n) _____ (hereinafter referred to as "**Recipient**" or "**you**") (Discloser and Recipient together are the "**Parties**", each a "**Party**").

1. Definitions. For purposes of this Agreement, the following terms are defined as follows:

a. "Confidential Information" means any and all information which is possessed by or developed for Discloser and which relates to Discloser's existing or potential business or technology, which information is generally not known to the public and which information Discloser seeks to protect from disclosure to its existing or potential competitors or others, and includes, without limitation, the following: business plans, business strategies, business know-how and techniques, the identities and business preferences of Current or Prospective Customers or Vendors, existing or proposed bids, technical developments, customized software, marketing plans, computer programs, compositions, formulas, existing or proposed research projects, information related to Discloser's financial condition or results of operations, costs, revenue, pricing, Discloser employee compensation, communications between Discloser employees and attorneys representing Discloser, financial or business projections, investments, negotiation strategies, terms or Discloser contracts, training information and materials, information generated for customer engagements, and information stored or developed for use in or with computers. Confidential Information also includes information received by Discloser from others that Discloser has an obligation to treat as confidential.

b. "Current Customers" means any firm, partnership, corporation and/or any other entity and/or person that purchased or purchases from Discloser any of its products or services.

c. "Non-Party" means any competitor, supplier, customer, or any other person, firm, corporation, or other entity besides the Parties and their employees, representatives, and authorized agents.

d. "Prospective Customers" means any firm, partnership, corporation and/or any other entity and/or person reasonably expected by Discloser or Recipient to purchase from Discloser any of its products or services.

e. "Trade Secret" means all information possessed by or developed for Discloser, including, without limitation, a compilation, program, device, method, system, technique, formula, pattern, or process to which all of the following apply: (i) the information derives independent 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 and (ii) the information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

f. "Vendor" means any individual or entity that provides goods or services to Discloser.

2. Non-Disclosure of Confidential Information and Trade Secrets. In consideration for Recipient's receipt of Confidential Information and Trade Secrets, the potential or continuing business opportunities that may result between the Parties, other benefits conferred through the relationship of the Parties, and/or the covenants and promises herein contained, the receipt and sufficiency of which is hereby acknowledged, Recipient agrees as follows:

a. To not disclose Confidential Information or Trade Secrets and to perform all covenants herein faithfully;

b. Except as expressly authorized by Discloser's prior written permission, now or any time in the future, Recipient shall not disclose, directly or indirectly, any Confidential Information or Trade Secrets to a Non-Party or use any Confidential Information or Trade Secrets for any purpose that does not benefit Discloser;

c. To at all times exercise the utmost diligence and Recipient's best efforts to guard and protect against unauthorized disclosure or misappropriation of Confidential Information and Trade Secrets to or by a Non-Party;

d. To not seek or accept any Confidential Information or Trade Secrets from any former, present, or future employee of Discloser except in the ordinary course of Recipient's business with Discloser;

e. To not disclose to Discloser, use in Discloser's business, or cause Discloser to use any Confidential Information or Trade Secret belonging to a Non-Party;

f. To not copy, modify, or reproduce any Confidential Information or Trade Secret without the express prior-written permission of Discloser;

g. To promptly notify Discloser if Recipient becomes aware of any unauthorized use, disclosure, or misappropriation of Confidential Information or Trade Secrets; and

h. To not disclose Confidential Information or Trade Secrets to Recipient's employees unless absolutely required for an employee to perform their job duties; however, Recipient will have such employees sign a Non-Disclosure Agreement in substantially the same form as this Agreement prior to disclosing any Confidential Information or Trade Secrets and will provide a copy of all such agreements to Discloser immediately after they are executed.

3. Exceptions. This Agreement shall not prohibit any disclosure that is required by law or court order, provided that Recipient has not intentionally taken actions to trigger such required disclosure and, so long as not prohibited by any applicable law or regulation, Discloser is given reasonable prior notice and an opportunity to contest or minimize such disclosure. The same provisions shall not prevent Recipient's disclosure of Confidential Information or Trade Secrets in the event Discloser has given Recipient express prior-written permission to do so. This Agreement does not prohibit disclosure of Confidential Information or Trade Secrets after they have become generally known in the industry in which Discloser conducts its business or prohibit Recipient's use of general skills and know-how acquired during and prior to working with Discloser, as long as such use does not involve the disclosure of Confidential Information or Trade Secrets.

4. Irreparable Harm. Recipient acknowledges that Discloser engages in a competitive business and has or will expend significant sums of money and time to develop and use its Confidential Information and Trade Secrets. Recipient further acknowledges that Discloser would suffer irreparable harm, loss, and damage if its Confidential Information and Trade Secrets were disclosed to a Non-Party.

5. Copyright. Any and all copyrightable work that may be created by Recipient relating to Discloser's business or the business of any or affiliate of Discloser is intended to be "work made for hire" as defined in Section 101 of the Copyright Act of 1976, and shall be the property

of Discloser. If the copyright to any such copyrightable work is not the property of Discloser by operation of law, Recipient agrees to, without further consideration, assign to Discloser all right, title and interest in such copyrightable work and will assist Discloser and its nominees in every way, at Discloser's expense, to secure, maintain, and defend for Discloser's benefit, copyrights and any extensions and renewals thereof on any and all such work including translations thereof in any and all countries, such work to be and remain the property of Discloser whether copyrighted or not.

6. Sole Property. All Confidential Information or Trade Secrets disclosed to Recipient shall remain Discloser's sole property at all times. This Agreement gives no intellectual property rights to Recipient in Confidential Information or Trade Secrets, including without limitation, copyright, patent, trademark, or tradename rights, regardless if Recipient contributed to or developed additional Confidential Information or Trade Secrets as a result of such disclosure, except the limited right to use such information to further Discloser's business operations. Should Recipient contribute to or develop additional Confidential Information or Trade Secrets as a result of such disclosure, Recipient agrees to immediately disclose such additional Confidential Information or Trade Secrets, to assign all of Recipient's interests therein to Discloser, and to execute any instrument reasonably requested to ensure all rights of ownership are fully vested in Discloser.

7. Reverse Engineering. At no time now in the future may Recipient directly or indirectly attempt to reverse engineer, reconstruct, or independently derive any Confidential Information or Trade Secrets.

8. Other Agreements Binding Recipient. Recipient warrants that Recipient will immediately provide Discloser with copies of all non-disclosures, confidentiality, and intellectual property assignment agreements that currently bind Recipient or that Recipient becomes bound to in the future.

9. Return of Discloser Property. Immediately upon Recipient receiving a written request by Discloser for return of property or upon termination of any contractual relationship between the Parties, Recipient will return to Discloser all Discloser's papers, documents, and other property, including without limitation, keys, security cards, phones, computers, passes, credit cards, documents, and information stored for use in or with computers and software applicable to Discloser's business (and all copies thereof), which are in Recipient's possession or under Recipient's control, regardless whether such papers, documents, or other property do or do not contain Confidential Information or Trade Secrets. Recipient agrees to return all physical copies of Confidential Information and Trade Secrets in Recipient's possession or under Recipient's control, to irretrievably delete all such information Recipient possesses or controls in electronic form on any device, and to certify in a signed writing delivered to Discloser that these actions have been completed within 5 business days following written request by Discloser or upon termination of any contractual relationship between the Parties for any reason.

10. No Conflicts. To the extent that they exist, Recipient will not disclose to Discloser any of Recipient's previous employer's or client's confidential information or trade secrets. Recipient represents and warrants that Recipient has not previously assumed any obligations inconsistent with those of this Agreement and that Recipient's execution of this Agreement does not conflict with any prior obligations to third parties. Further, Recipient agrees to faithfully perform the duties assigned and that Recipient will not engage in any outside business activity during any

contractual relationship with Discloser that might cause a conflict of interest. If, at any time, Recipient discovers he or she has or may have any outside business relationships or activities that conflict with Discloser's best interests, then Recipient shall immediately disclose the conflict or potential conflict to Discloser. In addition, Recipient and Discloser agree that it is important for any prospective employer or client to be aware of this Agreement, so that disputes concerning this Agreement can be avoided in the future. Therefore, Recipient agrees that, Discloser may forward a copy of this Agreement (and any related exhibits, attachments, or amendments hereto) to any prospective or actual employer or client, and Recipient releases Discloser from any claimed liability or damage caused to Recipient by virtue of Discloser's act in making that prospective or actual employer or client aware of this Agreement (and any related Exhibits hereto).

11. No Undue Burden. Recipient acknowledges that: (i) this Agreement has been specifically bargained between the Parties and reviewed by Recipient, (ii) Recipient has had an opportunity to obtain legal counsel to review this Agreement, and (iii) the covenants made by and duties imposed upon Recipient hereby are fair, reasonable, and minimally necessary to protect the legitimate business interests of Discloser, and such covenants and duties will not place an undue burden upon Recipient in the event of strict enforcement of the covenants contained herein.

12. Relationship of the Parties. Nothing in this Agreement shall create an agency, joint venture, or partnership relationship between the Parties. In addition, nothing in this Agreement shall require the Parties to purchase goods or services from each other or to provide one another with Confidential Information or Trade Secrets in their respective possession.

13. No Guarantee of Continued Relationship. Nothing in this Agreement shall be construed as a guarantee of continuing or additional contractual relations between the Parties after the effective date. Recipient acknowledges that disclosure of Confidential Information and Trade Secrets under this Agreement is necessary for Discloser to form and plan its future business operations in light of the competitiveness of the industry and the inherent and potential value of its Confidential Information and Trade Secrets.

14. No Warranties. Confidential Information and Trade Secrets are provided to Recipient on an "As-Is" basis. DISCLOSER HEREBY DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE CONFIDENTIAL INFORMATION AND TRADE SECRETS PROVIDED TO RECIPIENT. Discloser makes no warranties of any kind as to the following: whether or not its Confidential Information and Trade Secrets are free from errors and defects, accurate, and complete; whether or not use of its Confidential Information or Trade Secrets may infringe on the intellectual property rights of a Non-Party; or how Discloser plans to use its Confidential Information and Trade Secrets in the future. Neither Discloser nor its employees and representatives shall have any liability as a result of the disclosure of Confidential Information or Trade Secrets to Recipient or its employees and representatives.

15. Third-Party Claims. Should either Party materially breach any part of this Agreement, that breaching Party shall indemnify, hold harmless, and defend the non-breaching Party, including its employees, agent, and other representatives against all third-party claims, liabilities, and expenses, including reasonable attorney's fees and costs, that result from such material breach.

16. Survivability. The rights and obligations of the Parties will survive indefinite from the effective date of this Agreement and will survive the expiration or termination, for any reason, of any other contractual relationship between the Parties that may occur while this Agreement is in effect.

17. Entire Agreement. This Agreement represents the entire Agreement between Discloser and Recipient and may not be modified, changed, or altered by any promise or statement by Discloser other than in a signed writing by both Parties.

18. Severability. The Parties have attempted to limit the non-disclosure provisions so that they apply only to the extent necessary to protect legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, that provision shall be considered removed from this Agreement; however, the remaining provisions shall continue to be valid and enforceable according to the intentions of the Parties. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. Waiver. The waiver by Discloser of a breach of any provision of this Agreement by Recipient shall not be considered as a waiver of rights with respect to any subsequent breach by Recipient.

20. Successors and Assigns. This Agreement is not assignable by Recipient without the express prior-written permission of Discloser. This Agreement binds and inures to the benefits the heirs, successors, and assignees of the Parties.

21. Governing Law. Recipient agrees and acknowledges that all provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

22. Equitable Relief and Remedies. Recipient acknowledges that any breach of this Agreement will cause substantial and irreparable harm to Discloser for which money damages would be an inadequate remedy. Accordingly, Discloser shall in any such event be entitled to seek injunctive and other forms of equitable relief to prevent such breach and the prevailing Party shall be entitled to recover from the other, the prevailing Party's losses, damages, and costs, including, without limitation, reasonable attorney's fees and costs, incurred in connection with enforcing this Agreement, in addition to any other rights or remedies available at law, in equity, or by statute.

23. Arbitration. The Parties acknowledge and agree that they are bound by their arbitration obligations under Exhibit A, attached hereto and incorporated herein by reference, which the Parties agree to execute contemporaneously with this Agreement.

24. Descriptive Headings. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Parties.

25. Time of Essence. Time is of the essence in this Agreement.

26. Notice. Any notice required or permitted under this Agreement shall be in writing and delivered in accordance with the provisions of this paragraph. Such notice, if delivered by

electronic mail, shall be delivered to Discloser at tinas@toolless.com or to Recipient at 19860 141st Pl NE. Such notice, if delivered by personal delivery or U.S. mail, shall be delivered to the Parties at the addresses specified below:

DISCLOSER ADDRESS

1410 80th St SW Ste C
Everett, Washington 98203

RECIPIENT ADDRESS

27. Counterparts; Electronic Signature. This Agreement may be executed in counterparts, including by fax, email, or other facsimile, each an original but all considered part of one Agreement. Electronic signatures placed upon counterparts of this Agreement by a Party or their approved agent shall be considered valid representations of that Party's signature.

28. Other Terms and Conditions. The Parties further agree to the following terms and conditions: _____

Recipient acknowledges that Recipient has carefully read and understand the provisions of this Agreement and understands that Recipient has the right to seek independent advice at Recipient's expense or to propose modifications prior to signing the Agreement and has negotiated proposed modifications to the extent Recipient deems necessary. Nothing contained in this Agreement creates a contractual right to a continued contract for a definite term. Recipient represents and warrants that Recipient has entered into this Agreement voluntarily and after consulting an attorney or whomsoever Recipient wishes.

DISCLOSER

Sign: _____

Date: _____

Name: _____

Title: _____

RECIPIENT

Sign: _____

Date: _____

Name: _____

Title: _____