



## CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is executed by and between MART'S PLACE, a Washington NonProfit Corporation, hereinafter referred to as the "Company," and the applicant, hereinafter referred to as "Recipient."

### RECITALS

1. The Company operates a Non-Profit business in Snohomish County, Washington, which provides basic and supplemental services to low income and needy persons.
2. As part of its business, The Company competes in a highly competitive market with other non-profit organizations for private and public funding. Also as part of its business, the Company seeks to cultivate additional sources of funding.
3. The Company's services are provided to persons and families, who may have additional struggles beyond financial limitations. Such struggles can include physical and/or mental health issues, housing issues, legal issues, etc.
4. It is critical for the proper operation of the business that the Company protect its funding efforts as confidential. It is also critical for the proper operation of the business that the Company protect the information it receives from its service recipients.
5. As a condition to being employed, being engaged as an. Intern, or being accepted as a Volunteer, the Company requires that Recipient execute this Agreement. Recipient acknowledges that the Company would not employ or engage Recipient without Recipient signing this Agreement.

NOW, THEREFORE, in consideration of mutual benefits, the receipt and legal sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

### AGREEMENT

1. The Company may make available to Recipient certain information concerning the business, financial condition, operations, assets and liabilities of the Company. In addition, the Company may make available to Recipient certain information concerning the persons



and/or families to whom the Company provides or may provide services. All such information is hereinafter referred to as "Confidential Information."

The term "Confidential Information" shall be deemed to include information in the form furnished to Recipient, all copies of such material; and all notes, analyses, compilations, studies, interpretations or other documents prepared by Recipient which contain, reflect or are based upon, in whole or in part, the information furnished to Recipient or his or her agents, employees, representatives, transferees or assigns. The term "Confidential Information" does not include information which:

(i) is or becomes generally available to the public other than as a result of a disclosure by the Company or Recipient;

(ii) was within Recipient's possession prior to its being furnished to Recipient by or on behalf of the Company pursuant hereto, provided that the source of such information was not known by Recipient to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company or any other party with respect to such information; or (iii) becomes available to Recipient on a non-confidential basis from a source other than the Company or any of its Representatives, provided that such source is not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company or any other party with respect to such information.

2. As a condition to such information being available or furnished, Recipient agrees to treat all Confidential information as confidential and private. In addition, Recipient agrees not to disclose, disseminate in any manner or form, any Confidential Information without prior written permission from the company.

3. Recipient hereby agrees to use the Confidential Information solely for the purpose of advancing the Company's business and/or its business goals.

4. If the Recipient is requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, Recipient shall provide the Company with prompt written notice of any such request or requirement so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this letter agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Company, Recipient is nonetheless, in the written



opinion of your counsel, legally compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, Recipient may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information that such counsel advises Recipient is legally required to be disclosed.

5. Recipient further agrees that, upon separation from employment or termination from engagement, for any reason or without reason, Recipient will promptly deliver to the Company all Confidential Information (and copies thereof) furnished to Recipient by or on behalf of the Company pursuant hereto. Notwithstanding the return or destruction of the Confidentiality Agreement, Recipient will continue to be bound by your obligations of confidentiality and other obligations hereunder.

6. In consideration of the Confidential Information being available or furnished to Recipient, Recipient hereby agrees that, for a period of two years from the date hereof, neither Recipient nor any of Recipient's affiliates will solicit to employ any of the current officers or employees of the Company so long as they are employed by the Company without obtaining the prior written consent of the Company.

7. It is understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this agreement and that the Company shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this letter agreement but shall be in addition to all other remedies available at law or equity to the Company. In the event of litigation relating to this letter agreement, if a court of competent jurisdiction determines that Recipient has breached this agreement, then Recipient shall be liable and pay to the Company the reasonable legal fees incurred by the Company in connection with such litigation, including any appeal therefrom.