



## CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (this "Agreement"), dated as of \_\_\_\_\_, is by \_\_\_\_\_ ("Employee," "I" or "my") for the benefit of Sokol Blosser, Ltd., an Oregon corporation, (the "Company").

### RECITALS

- A. The Company has information that it considers trade secret and confidential and has historically protected that confidential information.
- B. The Employee of the Company will have access to the Company's confidential information and trade secret information in the course of doing Employee's work.
- C. The Company requires Employee to execute and deliver this Agreement as a condition to the Company's hiring of Employee.
- D. Employee understands the significance and importance to the Company of keeping the confidential information and trade secrets confidential.
- E. The parties agree that the Company could be irrevocably harmed if its confidential information and trade secret information were utilized by an employee in violation of his/her obligations set out under this Agreement and under common law.

### AGREEMENT

In consideration of my new employment with the Company, I agree as follows:

#### SECTION 1. CONFIDENTIAL INFORMATION DEFINED

As used in this Agreement, the term *Confidential Information* means (a) proprietary information of the Company, (b) information marked or designated by the Company as confidential, (c) information, whether or not in written form and whether or not designated as confidential, that is known to me as being treated by the Company as confidential, and (d) information provided to the Company by third parties that the Company is obligated to keep confidential. Confidential Information includes, but is not limited to, discoveries, formulas, recipes, ideas, designs, drawings, specifications, techniques, strategic plans, privacy information, commercial relationship documentation (including without limitation those with suppliers and vendors), methods, models, data, programs, documentation, processes, know-how, customer and account lists and preferences, pricing, pricing strategies, sales history,

compensation data, labor relations strategies, computer programs and codes, contracts and contractual relationships, pending projects and proposals, marketing plans and strategies, trade secrets under ORS 646.461(4) and financial and technical information.

## **SECTION 2. OWNERSHIP**

I acknowledge that all Confidential Information is and shall continue to be the exclusive property of the Company, whether or not prepared in whole or in part by me and whether or not disclosed or entrusted to me in connection with my work for the Company.

## **SECTION 3. ACKNOWLEDGMENT OF RECEIPT OF CONFIDENTIAL INFORMATION**

I acknowledge that in the course of performing my duties for the Company, I will have access to Confidential Information, the ownership and confidential status of which are highly important to the Company, and I agree, in addition to the specific covenants contained in this Agreement, to comply with all Company policies and procedures for the protection of Confidential Information.

## **SECTION 4. ACKNOWLEDGMENT OF IRREPARABLE HARM**

I acknowledge that any disclosure of Confidential Information will cause irreparable harm to the Company.

## **SECTION 5. COVENANT OF NONDISCLOSURE**

I agree not to disclose Confidential Information, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of the Company.

## **SECTION 6. COVENANT OF NONUSE**

I agree that I will not copy, transmit, reproduce, summarize, quote, or make any commercial or other use whatsoever of Confidential Information, except as may be necessary to perform my duties for the Company.

## **SECTION 7. SAFEGUARD OF CONFIDENTIAL INFORMATION**

I agree to exercise the highest degree of care in safeguarding Confidential Information against loss, theft, or other inadvertent disclosure, and agree generally to take all steps necessary to ensure the maintenance of confidentiality.

## **SECTION 8. EXCLUSIONS**

This Agreement shall not apply to any information that the Company now or hereafter voluntarily disseminates to the public or that otherwise becomes part of the public domain through lawful means.

## **SECTION 9. RETURN OF CONFIDENTIAL INFORMATION**

On termination of my employment by the Company, or otherwise as requested, I will deliver promptly to the Company all Confidential Information, in whatever form, that may be in my possession or under my control.

## **SECTION 10. SUBPOENAS**

If I am served with any subpoena or other compulsory judicial or administrative process calling for production of Confidential Information, I will immediately notify the Company so that it may take such action as it deems necessary to protect its interests.

## **SECTION 11. REMEDIES**

If I fail to abide by this Agreement, the Company will be entitled to (a) specific performance, including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, (b) a judgment for damages caused by my breach, and (c) any other remedies provided by applicable law.

## **SECTION 12. DURATION**

The obligations set forth in this Agreement will continue beyond the term of my employment by the Company and for as long as I possess or have Confidential Information.

## **SECTION 13. MISCELLANEOUS PROVISIONS**

**13.1 LAW AND JURISDICTION.** This Agreement shall be construed and enforced in accordance with the internal laws of the state of Oregon, and not its law of conflicts. Venue Jurisdiction shall rest exclusively in the state and federal court located in Portland, Oregon.

**13.2 ATTORNEY FEES.** In the event that a dispute arises under, or related to, the terms of this Agreement, including but not limited to its enforcement or interpretation, then in the event that arbitration, suit, or action is instituted to resolve such dispute, the prevailing party in such arbitration, suit, or action, or on the appeal of same, shall be entitled to an award of the reasonable attorney's fees and costs, including but not limited to, paralegal and staff fees ordinarily charged by counsel, as such reasonable attorney's fees and costs are set by the court in which the matter is arbitrated, heard, decided or appealed, including post-judgment attorney fees and costs and prejudgment interest on any such funds expended from the time of expense at the rate of nine percent (9%) per annum.

**13.3 SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable, that part shall be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement shall remain in full force.

**13.4 TIME.** Time is of the essence of the parties' obligations set out herein.

**13.5 MODIFICATION.** Any modification or amendment of this Agreement shall be binding only if evidenced in a writing signed by each party, or an authorized representative of each party.

**13.6 ENTIRE AGREEMENT.** This Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein.

**13.7 COUNTERPARTS.** This Agreement may be executed in counterparts and/or in multiple originals. A photocopy of this Agreement, once executed, shall be effective as an original if an original is unavailable.

**13.8 HEADINGS AND CAPTIONS.** The headings and captions in this Agreement are for convenience only and shall not be considered a part hereof or affect the construction or interpretation of any provisions of this Agreement.

**13.9 RECITALS.** The recital provisions contained herein are contractual and not mere recitals. The recital provisions are incorporated by this reference as if fully set out herein in their entirety.

**13.10 NO WAIVER.** No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to waiver of or excuse of any other, different or subsequent breach by either party.

**13.11 ASSIGNMENT.** Neither party shall have the right to assign any rights or obligations under this Agreement without the prior written approval of the other party.

**13.12 NOTICE.** Any Notice to be given to Employee shall be sent by registered or certified mail, return receipt requested, to Employee at his last known residence address in the Company's records. Any notice to be given to Employer shall be sent by registered or certified mail, return receipt requested to Employer at its office at 5000 Sokol Blosser Lane, P.O. Box 399, Dundee, OR 97115. Either party may change the address to which notices are to be sent by so notifying the other party in writing as set forth in this Paragraph. If mailed as provided in this Agreement, notice shall be deemed to have been given as of the date of mailing.

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[Employee's Signature]

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[Printed Name]