



Confidential Disclosure Agreement:

This Agreement is entered into this ____ day of _____, 2014 by and between _____ with offices at _____ (hereinafter "Recipient") and Brewhouse Studio, LLC, with offices at 319 SW Washington St. Suite 500, Portland, OR 97204 (hereinafter "Discloser").

WHEREAS Discloser possesses certain ideas and information relating to Discloser's client list, business practices, business systems, business processes, financial information, creative ideas, techniques, know-how, marketing plans and other information that is confidential and proprietary to Discloser, whether or not the information is protected under the copyright, patent or trade secret laws of the United States or any state or country in the world (hereinafter "Confidential Information"); and

WHEREAS Discloser and Receiver plan to discuss the possibility of Receiver's purchase of Discloser's business; and

WHEREAS Discloser is willing to disclose the Confidential Information to Receiver only pursuant to the terms of this Agreement and only for the purpose of Receiver's reviewing it in connection with its possible purchase of Discloser's business;

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. In consideration for Discloser revealing its Confidential Information, Receiver agrees to receive and review the Confidential Information in confidence in accordance with the terms of this Agreement.
2. Confidentiality.
 - 2.1 No Use. Recipient will not use the Confidential Information in any way other than to review and evaluate it in connection with Receiver's possible purchase of Discloser's business.
 - 2.2 No Disclosure. Recipient will not disclose the Confidential Information to anyone without Discloser's prior written consent. The only exception is that Recipient may disclose the Confidential Information to its employees and agents on a need-to-know basis, provided that each such employee or agent first executes a nondisclosure agreement comparable to this Agreement.
 - 2.3 No Competition. Receiver will not enter into competition with Discloser anywhere in the United States or in the world, using Discloser's Confidential Information.



2.4 Protection of Secrecy. Recipient will exercise the highest degree of care in safeguarding the Confidential Information and preventing the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. Limits on Confidential Information. Confidential Information will not be deemed proprietary and the Recipient will have no obligation with respect to such information where the information:
 - (a) can be shown by written documentation to have been known to Recipient prior to its receipt of any of the Confidential Information from Discloser;
 - (b) has become publicly known through no wrongful act of Recipient;
 - (c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
 - (d) was independently developed by Recipient without use of the Confidential Information; or
 - (e) was ordered to be publicly released by the requirement of a government agency, provided that if the Receiver is required to disclose the Confidential Information, it will, to the extent possible, immediately notify Discloser of the order prior to such production.
4. Ownership of Confidential Information. Recipient agrees that all Confidential Information will remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein will be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.
5. Return of Confidential Information. At the request of Discloser or when Receiver no longer has need for Confidential Information it has received, Receiver will return all such Confidential Information in its possession or control to Discloser. Receiver further represents that it will purge from all computers (other than those of Discloser) used by it, its agents, employees or affiliates all files pertaining to the Discloser's Confidential Information and that there will be no backup disks, tapes or other storage devices containing such Confidential Information.
6. Term and Termination. The obligations of this Agreement will continue until the Confidential Information disclosed to Recipient is no longer confidential.
7. Survival of Rights and Obligations. This Agreement will be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.



8. No Further Implications. Neither this Agreement nor the disclosure or receipt of Confidential Information will constitute or imply any promise or intention to conclude any business purchase agreement.
9. Equitable Remedies. Receiver agrees that money damages may be an inadequate remedy for resolving any dispute arising from this Agreement. Receiver therefore agrees that equitable remedies, such as injunction, without the necessity of providing a bond, are appropriate in enforcing this Agreement.
10. Miscellaneous.
 - 10.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and proposals (whether written or oral) in respect to the matters specified. No agreement or understanding which alters or extends the meaning of this contract will be binding unless in writing and signed by the parties hereto. If any provision of this Agreement is judicially declared to be invalid, unenforceable or void by a court of competent jurisdiction, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and the part(s) of this Agreement so held to be invalid, unenforceable or void will be deemed stricken, and the Agreement will be reformed to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision. The remainder of this Agreement will have the same force and effect as if such part or parts had never been included.
 - 10.2 This Agreement is effective as of the date all parties hereto have executed this Agreement. This Agreement is deemed a contract made in Oregon and it will be construed and enforced according to the laws of the State of Oregon. Any suit or action instituted by either party to enforce the terms will be brought in the courts in the State of Oregon. Venue is proper only in Multnomah County in Oregon. In the event suit or action is instituted to enforce collection or any of the terms of this contract or its breach, the prevailing party will be entitled to recover from the other party such sum as the court deems reasonable as attorneys' fees at arbitration, on trial or on appeal, in addition to all other sums provided by law.



IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

DISCLOSER (Brewhouse Studio, LLC) RECIPIENT (_____)

Signed: _____ Signed: _____

Print Name: Brian Lee Print Name: _____

Title: Managing Director Title: _____

Date: _____ Date: _____