

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (this "Agreement") is made and entered into this [REDACTED] day of [REDACTED], by and between BillDon, LLC d/b/a BILLY Footwear (hereinafter referred to as "Company"), and [REDACTED] (hereinafter referred to as "Recipient").

WHEREAS:

- A. Recipient desires to have access to and review certain confidential information in order to evaluate the Recipient's interest in entering a working business relationship (the "Venture"); and
- B. Recipient will receive oral, written or electronic information on the Venture, including, but not limited to: financial statements or other financial information; business plans, marketing, sales and pricing data, methods and processes of operation; the identities of customers, suppliers, and employees; cost and expense information; production and sourcing information; trade secrets; product designs, confidential processes and technology; pricing information; know-how; research; inventions; and other information concerning the Venture which is not generally available to the public ("Confidential Information"). Confidential Information shall also include all notes, analysis, compilations, studies, interpretations or other documents, records or data, or any copies thereof, prepared by Recipient which contain, reflect, or are otherwise based upon, in whole or in part, the Confidential Information. Confidential Information does not include information which (i) is or becomes publicly available without violation of this Agreement or any other confidentiality or non-disclosure agreement, or (ii) is or becomes available to Recipient on a non-confidential basis from a source (other than the Company or their representatives) that is not and was not prohibited from disclosing such information to Recipient by a contractual, legal or fiduciary obligation.

NOW, THEREFORE, in consideration of the foregoing, the terms hereof, disclosure of certain Confidential Information, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Recipient, Recipient, on behalf of itself, its affiliates, and Representatives (as defined below), covenants and agrees as follows:

1. **Confidentiality Obligations.** The Confidential Information will be used solely for the purpose of evaluating the current status of the Venture and not for any other purpose. All Confidential Information will be kept confidential by Recipient and shall not be disclosed; provided, however, that Recipient may disclose the Confidential Information or portions thereof to its agents or advisors (the persons to whom such disclosure is permissible being collectively called "Representatives") who need to know such information for the sole purpose of evaluating the status of the Venture and who, prior to

the receipt of Confidential Information, agree to keep such information confidential and agree to be bound by the terms hereof to the same extent as if they were parties hereto. Recipient agrees to be responsible for compliance with this Agreement by any of its Representatives, and Recipient agrees, at its sole expense, to take all reasonable measures (including but not limited to court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information.

2. **Return or Destruction of Material.** Recipient covenants and agrees to and covenants and agrees to cause its Representatives and affiliates to, promptly return or destroy, upon request of the Company, any Confidential Information (including all permitted copies of such Confidential Information). If Confidential Information is destroyed, Recipient will provide written confirmation of such action within three (3) business days. Any oral Confidential Information will continue to be held subject to the terms of this Agreement.

3. **Equitable Remedies.** Recipient agrees that the monetary damages suffered by the Company or the Venture resulting from any actual or threatened breach of this Agreement by Recipient, or its Representatives would be difficult to precisely measure, and Recipient recognizes that the Company would not disclose any Confidential Information without this Agreement. Accordingly, Recipient agrees to the granting of equitable relief in the Company's favor without proof of actual damages and without bond, including injunction and specific performance. Such remedy shall not be deemed to be the exclusive remedy for a breach by Recipient or its Representatives of this Agreement but shall be in addition to all other remedies available at law or in equity to the Company.

4. **Legally Required Disclosures.** In the event that Recipient or any of its affiliates or Representatives are requested or required by judicial, legislative or regulatory process to disclose any Confidential Information, Recipient will 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 terms of this Agreement.

5. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

6. **Entire Agreement.** The Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings relating to the subject matter and may not be modified, amended or terminated except in writing signed by all the parties. The waiver of any breach of any provision of this Agreement must be in writing and a specific written waiver shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision hereof.

7. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, United States of America, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. The Company and the Recipient hereby submit to and consent to the sole and exclusive jurisdiction of the federal and state courts located in King County, Washington, USA, over the parties with respect to any action, dispute, proceeding or claim arising out of or under this Agreement; provided nothing in this section shall restrict the parties from resorting to the courts of any jurisdiction in order to collect, enforce or execute any judgment obtained in the federal or state courts in Washington. The parties hereby agree and consent to the enforcement by a court of any jurisdiction, including but not limited to the jurisdiction where Recipient's assets are located or the unauthorized disclosure of Confidential Information has or continues to occur, of a judgment, contested or uncontested, obtained in the federal or state courts in Washington. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of any alleged dispute, breach, default, or representation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses in addition to any other relief to which such party may be entitled.

8. **No Waiver.** Recipient agrees that no failure or delay by the Company in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

IN WITNESS WHEREOF, Recipient and Darin E. Donaldson as representative of the Company, have duly executed and delivered this Agreement as of the date first set forth above.

RECIPIENT

COMPANY

Signature: _____

Signature _____

By: _____

By: Darin E. Donaldson

Its: _____

Its: COO | Managing Member

Address: _____

Fax: _____