

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this "Agreement") is made by **SEIU 775 Benefits Group on behalf of; SEIU Healthcare NW Training Partnership and/or SEIU 775 Secure Retirement Trust and/or SEIU Healthcare NW Health Benefits Trust (TP/SRT/HBT)** ("collectively, the Disclosing Party"), and the undersigned recipient of information and its officers, directors, employees, agents, representatives, contractors, and affiliates ("Recipient"), effective as of the date of signature by Recipient below.

RECITALS

Recipient acknowledges that it may have access to certain proprietary and confidential information of Disclosing Party during its provision of certain services ("Services") to Disclosing Party by and between Disclosing Party and Recipient.

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

AGREEMENT

1. Confidential Information

(a) "Confidential Information" means nonpublic information that Disclosing Party or its agents disclose to Recipient that is designated as being confidential or proprietary or which, under the circumstances surrounding disclosure, ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to Disclosing Party's current and proposed business plans, financial statements, budgets, member or potential members lists, services, marketing or promotion of any product or service, contracts, policies and practices, and information received from others that Disclosing Party is obligated to treat as confidential, and all notes, analyses, summaries and other materials prepared by Recipient or any of its Representatives (defined below) that contain, are based on, or otherwise reflect, to any degree, any of the foregoing. Recipient and Disclosing Party agree that any proprietary or confidential information that has been disclosed to Recipient prior to the date of this Agreement in connection with the Services will be subject to terms and conditions hereof.

(b) Confidential Information will not include any information that: (i) is or subsequently becomes publicly available without Recipient's breach of any confidentiality obligation owed to Disclosing Party; (ii) became known to Recipient prior to disclosure of such information by Disclosing Party; (iii) became known to Recipient from a source other than Disclosing Party hereunder, other than by the breach of an obligation of any confidentiality owed to Disclosing Party; or (iv) is independently developed by Recipient without use of any Confidential Information received from Disclosing Party.

2. Restrictions

(a) Recipient acknowledges that during or in connection with written or oral communications between Recipient and Disclosing Party, Disclosing Party may disclose Confidential Information to Recipient. As a condition of receiving such Confidential Information, Recipient agrees to use Confidential Information only for its provision of the Services, unless Disclosing Party specifically authorizes other use of such information in writing. Without limitation, Recipient agrees that Confidential Information will not be disclosed to third parties (other than Recipient's directors, employees, attorneys, or consultants (collectively, "Representatives"), in each case who are subject to an obligation of confidentiality consistent with the terms of this Agreement and have a need to know such confidential information). Recipient will be responsible for any breach of this Agreement caused by its Representatives. Recipient acknowledges and agrees that Disclosing Party would not have disclosed the Confidential Information to Recipient without the covenants and agreements set forth herein, and agrees that all such covenants and agreements are reasonable and necessary for the protection of the Confidential Information.

(b) If Recipient or any of its Representatives is required by applicable law or a valid legal order to disclose any Confidential Information, Recipient will notify Disclosing Party of such requirements so that Disclosing Party may seek, at Disclosing Party's expense, a protective order or other remedy, and Recipient will reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it will: (a) only disclose that portion of the Confidential Information that it is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

(c) Recipient will use the same degree of care to avoid disclosure, publication, or dissemination of Confidential Information as Recipient employs with similar confidential information of its own, provided that in any case Recipient will at all times use at least reasonable care to prevent the disclosure, publication, or dissemination of Confidential Information.

3. Rights and Remedies

(a) Recipient will promptly return all tangible originals, copies, reproductions and summaries of Confidential Information at Disclosing Party's request.

(b) Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information, and that Disclosing Party will be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction for a breach of this Agreement.

(c) Disclosing Party retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment or other transfer of any such right, title and interest to Recipient or any other person.

1. (d) The rights and obligations of the parties under this Agreement apply at all times during the parties' discussions and provision of the Services and any resulting business relationship and will survive beyond the termination of the provision of the Services or the termination of the business relationship for seven years following the date of this Agreement. With respect to any Confidential Information that constitutes a trade secret under the laws of any jurisdiction, such rights and obligations of confidentiality will survive until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.

4. Miscellaneous

(a) This Agreement will be governed by the laws of the State of Washington, without regard to conflicts of law principles, and each party consents to the exclusive personal jurisdiction of and venue in the state and federal courts sitting in Washington. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.

(b) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions and understandings between them as to Confidential Information. It will not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement will be deemed to have been waived by any act or acquiescence on the part of Disclosing Party. Waiver will be effective only if made by an express instrument in writing signed by an authorized officer of Disclosing Party.

(c) In the event that any part of this Agreement is determined to be illegal, invalid or unenforceable, such provision shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Furthermore, the parties hereto agree to negotiate in good faith to modify and amend this Agreement so as to effect the original intent of the parties as closely as possible with respect to those provisions that were held to be illegal, invalid or unenforceable.

SEIU 775 Benefits Group

Sample Form

Merissa Clyde
Chief Executive Officer

Date

Signature

Date

Printed Name

Printed Title