



A POSSIBLE AGENCY

Swift Non-Disclosure Agreement

THIS CONFIDENTIALITY AND ENTRY AGREEMENT is made effective as of February 22, 2017, between (see names printed and signed below) an individual(s) representing (the “Visitor”) and Swift +POSSIBLE, LLC, with offices at 1250 NW 17th Ave., Portland, OR 97209 (“Swift”).

In consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties, intending to be legally bound, hereby agree as follows:

1. Purpose

Swift has developed certain business, creative, or technical information related to its services. The Visitor wishes access to Swift’s facility for the purpose of visiting Swift offices and staff and/or exploring a business opportunity of mutual interest. In connection with this opportunity, Swift may disclose to Visitor certain confidential technical and business information that Swift requires Visitor to treat as confidential. Likewise, any activities the Visitor(s) observes while inside the facility should be treated as confidential.

2. Definitions

“Confidential Information” shall mean all nonpublic or proprietary information, including but not limited to proprietary technical, development, design, marketing, sales, operating, know-how, business and process information, computer programs and programming techniques, and all record bearing media containing or disclosing such information and techniques, which is disclosed by Swift to the Visitor pursuant to this Agreement. When appropriate, the term shall also include any samples, models or prototypes, or parts thereof.

3. Obligations

The obligations of this Agreement shall not apply to any information which (a) is already in the public domain through no breach of this Agreement; (b) was, as between the parties, lawfully in Visitor’s possession prior to receipt from Swift; (c) was received by Visitor independently from a third party free to lawfully disclose such information to Visitor; (d) was independently developed by employees or agents of Visitor who did not have access to the Confidential Information; or (e) is disclosed in response to a valid order of a court, regulatory agency, or other governmental body, but only to the extent of and for the purposes stated in such order; provided, however, that the Visitor shall first notify Swift in writing of the order and cooperate with Swift if Swift desires to seek an appropriate protective order.

4. Degree of Care

The Visitor represents and warrants that it shall protect the Confidential Information received by it with at least the same degree of care, but no less than a reasonable degree of care, used to protect its own similar proprietary and confidential information from unauthorized use or disclosure. The Visitor agrees to comply with all applicable laws and regulations that apply to any Confidential Information.

5. Restrictions

All Confidential Information delivered pursuant to this Agreement shall (a) not be copied, distributed, disclosed, distributed or disseminated in any way or form by Visitor to third parties without prior written consent of Swift; (b) shall be maintained in confidence and may only be disclosed to the Visitor’s officers, directors, employees, agents, contractors who have a need to know, and have agreed in writing to be bound by a confidentiality restriction at least as restrictive as provided for herein; (c) shall not be used by Visitor for any purposes, except as otherwise expressly stated herein, without the prior written consent of Swift; and (d) shall remain the property of and be returned to Swift (along with all copies thereof) within thirty (30) days of receipt by Visitor of a written request from Swift that sets forth the Confidential Information to be returned.

6. Cameras and other Recording Devices.

Cameras and other recording devices are NOT allowed on site unless prior approval for specific areas has been given by Swift. Note that you may be video monitored while on site.

7. Duration

Unless mutually agreed otherwise in writing, Visitor's obligations hereunder with respect to each item of Confidential Information shall expire three (3) years from the date of receipt by Visitor unless the Confidential Information is a trade secret under applicable law. For such trade secrets, the Visitor's obligations shall run as long as the Confidential Information remains a trade secret.

8. Term

This Agreement shall be effective as of the date stated above and may be terminated without cause, with respect to further disclosures, upon five (5) days prior written notice. This Agreement shall automatically expire two (2) years from its effective date; provided, however, that the rights and obligations accruing prior to termination as set forth herein shall survive the termination as specified in Clause 7 above.

9. Disclaimers

This Agreement grants no license and creates no obligation to purchase, sell, develop, research or disclose anything. Moreover, this Agreement shall not be construed to imply or grant any rights with respect to any patent (granted or pending), copyright, trademark or other intellectual property right. It is understood that no warranties of any kind are given by Swift with respect to Confidential Information provided hereunder.

10. General

This Agreement represents the entire understanding and agreement of the parties and supersedes all prior communications, agreements and understandings relating to the subject matter hereof and shall be construed under the laws of the State of Oregon excluding choice-of-law principles that would require the laws of another state to apply.

Swift+POSSIBLE, LLC.

Signature: 

Name: Maren Elliott

Title: COO

Date: 2/22/2017

Read and Accepted:

Signature: _____

Name: _____

Address: _____

Email: _____

Date: _____

Parent or Guardian Signature required if Visitor is under the age of 18 years old:

Signature: _____

Printed Name: _____

Email or Phone: _____