

# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**1. PARTIES.** This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into by Starbucks Corporation (together with its subsidiaries and affiliates) (d/b/a Starbucks Coffee Company) ("STARBUCKS") and the undersigned entity ("COMPANY"), each having the address set forth below. COMPANY and STARBUCKS hereby agree as follows:

**2. CONFIDENTIAL INFORMATION.** COMPANY and STARBUCKS are evaluating or are engaged in a business relationship (the "Project(s)"), during which STARBUCKS may disclose to COMPANY certain valuable confidential and proprietary information. Any and all information disclosed by STARBUCKS which by its nature is considered proprietary or confidential, and which is disclosed to COMPANY in any manner, shall be considered confidential information regardless of whether such information is specifically labeled as such ("Confidential Information").

**3. AGREEMENT TO MAINTAIN CONFIDENTIALITY.** COMPANY agrees to hold any Confidential Information disclosed to it in confidence, agrees not to use or disclose such Confidential Information except in connection with the Project, and agrees to limit the disclosure of Confidential Information to those employees, agents or other third parties necessary for the Project who have agreed to be bound by the obligations herein. If COMPANY is required to disclose Confidential Information pursuant to a judicial order or other compulsion of law, COMPANY shall (a) limit the disclosure to only that information which is required to be disclosed by such order or legal requirement, (b) provide to STARBUCKS prompt notice of such order, and (c) reasonably assist STARBUCKS in obtaining a protective order if requested by STARBUCKS. For purposes hereof, holding Confidential Information in confidence shall include the maintenance of physical and data security measures in accordance with applicable law or regulation and of a nature and scope to prevent unauthorized access to such Confidential Information.

**4. EXCEPTIONS TO CONFIDENTIAL INFORMATION.** Confidential Information shall not include any information which (a) was publicly available at the time of disclosure; (b) became available without breach of this Agreement by the COMPANY, its agents, employees, service providers, or representatives; (c) was in COMPANY's possession prior to disclosure, as evidenced by COMPANY's written records, and was not the subject of an earlier confidential relationship with STARBUCKS; (d) was rightfully acquired by COMPANY from a third party who was lawfully in possession of the information and was under no obligation to STARBUCKS to maintain its confidentiality; or (e) is independently developed by COMPANY without access to Confidential Information.

**5. EFFECTIVE DATE AND LENGTH OF OBLIGATION.** This Agreement is effective as of the date of execution by COMPANY and may be terminated by either party at any time upon written notice. COMPANY'S obligations with respect to Confidential Information that STARBUCKS has classified as "secret" or "private" cannot be terminated and are perpetual. COMPANY's obligations under this Agreement with respect to all other Confidential Information shall extend for five years from the date of termination.

**6. BREACH.** If COMPANY breaches the term(s) of this Agreement, STARBUCKS shall have the right to (a) terminate this Agreement and/or demand the immediate return of all Confidential Information; (b) seek to recover its actual damages incurred because of such breach, including, without limitation, its attorneys fees and costs of suit; (c) seek to obtain injunctive relief to prevent

such breach or to otherwise enforce the terms of this Agreement; and (d) pursue any other remedy available at law or in equity. Failure to properly demand compliance or performance of any term of this Agreement shall not constitute a waiver of STARBUCKS rights hereunder.

**7. RETURN OF CONFIDENTIAL INFORMATION.** At any time requested by STARBUCKS, COMPANY shall return or destroy all documents, samples or other materials embodying Confidential Information, shall retain no copies thereof, and shall certify in writing that such destruction or return has been accomplished.

**8. DISCLAIMER OF OTHER RELATIONSHIPS.** This Agreement does not create a relationship of agency, partnership, joint venture or license between the parties. This Agreement does not obligate either party to purchase anything from or sell anything to the other party, and each party acknowledges the other party may enter into (a) other similar activities and/or (b) business relationships with third parties, provided no Confidential Information is disclosed or used by COMPANY.

**9. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state of Washington, without reference to conflicts of law principles. The parties agree that all legal actions regarding this Agreement and the subject matter hereof shall be brought in the federal or state courts located in King County, Washington. The parties hereby submit and consent to the jurisdiction of the federal and state courts located in King County, Washington, for purposes of any legal action arising out of this Agreement.

**10. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement supersedes all previous agreements between the parties regarding the Confidential Information and cannot be canceled, assigned or modified without the prior written consent of both parties.

**11. AUTHORITY; COUNTERPARTS.** The individuals executing this Agreement on behalf of each party are duly authorized to bind such party. This Agreement may be executed in duplicate counterparts (and the parties hereby adopt as original any facsimile or .pdf copy of an original signature), each of which shall be deemed an original and both of which together shall constitute but one and the same instrument.

[NAME OF COMPANY]

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

**STARBUCKS CORPORATION**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 2401 Utah Ave. South, Ste. 800  
Seattle, WA 98134  
Date: \_\_\_\_\_