

STARBUCKS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

- 1. PARTIES.** This Starbucks Confidentiality and Non-Disclosure Agreement (“Agreement”) is entered into by Starbucks Corporation (together with its subsidiaries and affiliates) (“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 one or more business relationships (each a “Project”), during which STARBUCKS may disclose to COMPANY certain valuable confidential and proprietary information. Any and all information, which by its nature is considered proprietary or confidential, disclosed by STARBUCKS to COMPANY in any manner shall be considered confidential information regardless of whether such information is specifically labeled as such (“Confidential Information”).
- 3. 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 COMPANY; (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.
- 4. AGREEMENT TO MAINTAIN CONFIDENTIALITY.** COMPANY agrees to (a) hold any Confidential Information disclosed to it in confidence; (b) protect Confidential Information with the same degree of care as COMPANY treats its own confidential information which shall in no event be less than a standard of reasonable care; (c) limit the disclosure of Confidential Information to those employees, agents, or other third parties necessary for the Project (“Representatives”); and (d) not use or disclose, or let its Representatives use or disclose, Confidential Information except in connection with the Project. COMPANY shall ensure that all Representatives are aware of and have agreed to be bound by all of the confidentiality obligations set forth in this Agreement. COMPANY shall be responsible for any breach of this Agreement by any of its Representatives. For purposes hereof, holding Confidential Information in confidence shall include the maintenance of physical and data security measures in accordance with applicable laws and/or regulations and of a nature and scope to prevent unauthorized access to such Confidential Information.
- 5. NOTICE OF DISCLOSURE.** 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.
- 6. EFFECTIVE DATE AND LENGTH OF OBLIGATION.** This Agreement is effective on the date executed by COMPANY and may be terminated by either party at any time by providing written notice to the other party. Notwithstanding the foregoing, COMPANY’s confidentiality and non-disclosure obligations set forth in this Agreement shall continue for a period of five (5) years after termination of this Agreement, and COMPANY shall protect any Confidential Information constituting a trade secret under applicable law as long as it remains a trade secret under the applicable law.
- 7. REMEDIES; WAIVER.** COMPANY agrees that STARBUCKS may suffer irreparable harm and that damages caused by a breach of this Agreement may be impossible to calculate and would, therefore, be an inadequate remedy. Accordingly, in addition to any other remedies that may be available in law, equity, or otherwise, COMPANY agrees that STARBUCKS shall be entitled to seek temporary and/or permanent injunctive relief against COMPANY and/or its Representatives for any threatened or actual breach hereof. If STARBUCKS prevails in any action to enforce the obligations of COMPANY or its Representatives in this Agreement, COMPANY shall reimburse STARBUCKS for all costs and expenses incurred by STARBUCKS, including reasonable attorneys’ fees. Failure to properly demand compliance or performance of any term of this Agreement shall not constitute a waiver of any rights hereunder.
- 8. RETURN OF CONFIDENTIAL INFORMATION.** When requested by STARBUCKS, COMPANY shall return or destroy all Confidential Information including all copies, summaries, compilations, or analyses of Confidential Information. Except as provided below, COMPANY shall retain no Confidential Information and, if requested by STARBUCKS, COMPANY shall certify in writing that such destruction or return has been accomplished. Notwithstanding the foregoing, COMPANY will not be required to return or destroy archival copies of the Confidential Information retained systemically as a function of COMPANY’s disaster recovery process. COMPANY will destroy such copies of Confidential Information upon normal expiration of those backup files and, until their destruction, COMPANY is obligated to maintain such copies of Confidential Information in confidence even if this Agreement has been terminated pursuant to Section 6.
- 9. NO REPRESENTATION OR WARRANTY.** All Confidential Information provided hereunder is provided “as is” and without representations or warranties of any kind.
- 10. RIGHTS OF USE.** Except for the limited rights expressly granted to COMPANY to review and use the Confidential Information as set forth herein, STARBUCKS grants no right or license to COMPANY to use any intellectual property or proprietary rights of STARBUCKS.

11. 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 that 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.

12. 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 hereby submit and consent to the exclusive jurisdiction of the federal and state courts located in King County, Washington, for purposes of any legal action arising out of this Agreement.

13. ENTIRE AGREEMENT; AMENDMENTS; SEVERABILITY. 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. This Agreement shall be binding upon and inure to the benefit of any permitted successors and assigns. If any provision of this Agreement is deemed void, invalid, or unenforceable by any court or tribunal of competent jurisdiction, such provisions shall be stricken from this Agreement without effect on the remaining provisions of this Agreement as a whole.

14. NOTICES. Notices to either party may be sent to the addresses stated below and to the attention of the authorized representatives signing below.

15. 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 and 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.

STARBUCKS CORPORATION

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: 2401 Utah Avenue South, Seattle, WA 98134

Date: _____

Date: _____