

MUTUAL NON-DISCLOSURE AGREEMENT

Facilitator-Led Retreats, Group Stays and Extended-Stay Placements

This Mutual Non-Disclosure Agreement (this “Agreement”) is entered into as of the Effective Date below, between **The Grayson, LLC**, a Washington limited liability company doing business as The Grayson B&B + Extended Stays, located at 20302 N High Rock Rd, Monroe, WA 98272 (“the Property”), and the party identified below (“the Client”). Each party may disclose Confidential Information to the other; each is therefore both a Disclosing Party and a Receiving Party.

1. THE PARTIES

Client / Company name

Effective date

Authorized signer (print)

Title

Email

Phone

Mailing address

2. PURPOSE

The parties are discussing or performing one or more of the following: a facilitator-led retreat or workshop at the Property; a group stay, room block or full estate buyout; or an extended-stay placement, including corporate housing and insurance additional-living-expense placements. Describe the specific engagement:

Purpose of this engagement

3. WHAT COUNTS AS CONFIDENTIAL INFORMATION

“Confidential Information” means non-public information disclosed by one party to the other in connection with the Purpose, in any form, whether or not marked confidential. It includes, without limitation:

- a.** Information the Client discloses: participant and attendee names and contact details; session content, curricula, exercises, recordings and materials; business plans, pricing and client lists; and anything a participant shares in the course of a facilitated session held at the Property.
- b.** Information the Property discloses: negotiated rates, quotes and discount structures; the identities and stay details of other guests; operational procedures, vendor terms, access codes and security arrangements; and the terms of this and related agreements.

c. Guest and claim data: for insurance and corporate placements, the identity of a displaced household or placed employee, adjuster and carrier details, claim numbers, and billing arrangements.

4. WHAT IS NOT CONFIDENTIAL

Confidential Information does not include information that: (a) is or becomes public through no breach of this Agreement; (b) the Receiving Party already lawfully possessed without a duty of confidence; (c) is lawfully received from a third party free of any duty of confidence; or (d) the Receiving Party independently develops without reference to the Confidential Information. The Receiving Party bears the burden of showing that an exception applies.

5. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party shall: (a) use Confidential Information solely for the Purpose; (b) not disclose it to any third party except to employees, contractors or advisors who need it for the Purpose and who are bound by confidentiality obligations at least as protective as these, for whose compliance the Receiving Party remains responsible; (c) protect it using at least the same care it uses for its own confidential information, and never less than reasonable care; and (d) promptly notify the Disclosing Party on discovering any unauthorized use or disclosure.

6. PRIVACY OF OTHER GUESTS

The Property is a shared residential estate. The Client and its participants shall not photograph, film, record, publish or otherwise identify any other guest, or any other guest's vehicle, room assignment or belongings, without that guest's express permission. The Property owes the same duty to the Client and its participants.

7. COMPELLED DISCLOSURE

If the Receiving Party is required by law, subpoena or court order to disclose Confidential Information, it shall, to the extent legally permitted, give the Disclosing Party prompt written notice and reasonable cooperation so that the Disclosing Party may seek a protective order, and shall disclose only the portion legally required.

8. NO LICENSE; NO OBLIGATION

Nothing in this Agreement transfers or licenses any intellectual property. Session materials, curricula and methods remain the property of the Client. Property operating materials, rate structures and documentation remain the property of the Property. Nothing here obligates either party to enter into any further agreement or transaction.

9. TERM AND RETURN OF MATERIALS

This Agreement applies to Confidential Information disclosed during the two (2) years following the Effective Date, and the confidentiality obligations survive for three (3) years after the date of disclosure. Obligations with respect to personally identifying guest, participant or claim information survive indefinitely. On written request, the Receiving Party shall promptly return or destroy the Disclosing Party's Confidential Information, except for copies retained in routine backups or as required by law, which remain subject to this Agreement.

10. REMEDIES

The parties agree that money damages may be inadequate for a breach of this Agreement and that the non-breaching party may seek injunctive relief in addition to any other remedy available, without the necessity of posting a bond.

11. GENERAL

This Agreement is governed by the laws of the State of Washington, without regard to its conflict-of-laws rules, and venue lies in Snohomish County, Washington. It is the entire agreement between the parties on this subject and supersedes prior discussions. It may be amended only in a writing signed by both parties. If any provision is held unenforceable, the rest remains in force. It may be signed in counterparts and by electronic signature, each of which is an original.

SIGNATURES

The Grayson, LLC dba The Grayson B&B + Extended Date
Stays — signature

Print name and title

Client — signature Date

Print name and title

The Grayson Mutual Non-Disclosure Agreement — version of September 14, 2026
Template for review by counsel before first use.