

## CONFIDENTIALITY AGREEMENT

In order to promote honest and candid communication, and to facilitate resolution of this dispute, Cale America, Inc. (including its parent company and affiliates), the City of Portland, and their respective counsel and representatives (the "Parties"), hereby enter into this Confidentiality Agreement (the "Agreement"), which shall govern all discussions and exchanges of information made in preparation for, during, or in connection with the meeting scheduled to take place at Portland City Hall on July 31, 2015 at 3:30 p.m. (the "Meeting"),

1. All statements made by any person(s) during the course of the Meeting constitute privileged settlement discussions, are made without prejudice to any Party's legal position, and are confidential, non-discoverable, and inadmissible for any purpose in any judicial, arbitral, or other proceeding of any kind.
2. The Parties expressly agree to treat the Meeting as confidential and subject to the protections of Oregon Evidence Code 408 and the mediation confidentiality statute, ORS 36.220 *et seq.* The Parties acknowledge and agree that this Meeting is being conducted in the course of and in connection with anticipated mediated negotiation pursuant to Section 49 of the Parties' April 24, 2015 Supply and Service Price Agreement #31000720 for Multi-Space Parking Pay Stations and Related Services.
3. Any statements made or information exchanged during the Meeting shall not be disclosed to any person not attending the Meeting, except to each parties' attorneys or employees who are on a need-to-know basis and who are provided with a copy of this Agreement and agree to be bound by it. No Party shall discuss the Meeting or any communications or information exchanged during the Meeting with the media or any other third parties.
4. Breach of this Agreement will cause irreparable injury, and money damages are not an adequate remedy. In the event of an actual or threatened breach of the confidentiality protections under this Agreement, it is hereby stipulated that that non-breaching party may obtain an injunction. Further, if a Party breaches this Agreement, it is liable for and shall indemnify the non-breaching Party for all costs, expenses, liabilities and fees, including attorneys' fees, incurred as a result of the breach.
5. By signing below, each of the undersigned and the Parties agree to be bound by this Agreement.

DATED AND SIGNED on this \_\_\_\_ day of July, 2015.

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