

MUTUAL NONDISCLOSURE AGREEMENT

between

The Family Independence Initiative

Webinar Registrant

and

("Discloser" or "FII-National")

("Recipient" or "Company")

**1201 Martin Luther King Jr. Way, Suite 100
Oakland, CA 94612**

The parties intend to disclose confidential information to each other for the purpose stated above, but only on the conditions stated in this agreement. In order to protect information disclosed by either party ("Discloser") to the other ("Recipient"), the parties agree that:

1. In connection with the purpose stated above, Discloser may provide to Recipient Confidential Information regarding Discloser and its business or proposed business. Recipient agrees to keep such information confidential and to protect all Confidential Information from disclosure by using the highest practical degree of care and at least the same care that Recipient uses to protect its own confidential information.
2. "Confidential Information" means: (i) any and all information with respect to the status or the terms of the purpose stated above; and (ii) any and all nonpublic information regarding Discloser's notes, analyses, databases, compilations, algorithms, protocols, concepts, formulas, financial concepts, studies, or other documents that contain such information, whether prepared by or originating from Discloser. "Confidential Information" includes, without limitation, (a) , Family identities, Family stories, Family characteristics, and Family agreements, and/or any personal identifiable information of the Families; (b) any of the following related to the Discloser and/or its present or future activities: any information or material concerning or pertaining to businesses, methods, plans, strategies, budgets, projections financial information, data, costs, business concepts or plans, processes, methods, systems, know-how, patentable rights, trade secrets, devices, formulas, product specifications, marketing, prices, technology, distribution strategies, proprietary information regarding current or future products, services, methodologies, processes, research and development and other proprietary rights, whether in oral, written, or electronic form; reports; analyses; research; development; surveys; know how; deal terms; business plans; production plans; and/or marketing and publicity plans; and/or (c) any term or condition of any agreement between the Discloser and any individual or entity. Confidential Information also includes any information described above which the Discloser has obtained in confidence from another party who treats it as proprietary or designates it as Confidential Information, whether or not owned or developed by the Discloser. For purposes of this Agreement, Confidential Information shall be defined in its broadest possible terms as set forth above, specifically including, but not limited to, all information of the Discloser, the unauthorized disclosure of which could be detrimental to the interests of that party.
3. Recipient will use Confidential Information solely for the purpose stated above, will keep all Confidential Information strictly confidential, and will not disclose any Confidential Information in any manner whatsoever without the prior written consent of Discloser.
4. At Discloser's request, Recipient will return or destroy all materials furnished by Discloser that contain Confidential Information and will return or destroy all electronic records or other materials containing Confidential Information, including all copies, extracts, reproductions, or emails, other materials prepared by Recipient, except that Recipient may retain in its confidential files one copy of such Confidential Information for record and evidentiary purposes only.
5. Discloser reserves the right, in its sole discretion, to determine what information it will provide or withhold, as well as the times at which it will make such information available. The Discloser has not made or will not make any representation or warranty, express or implied, as to the accuracy or completeness of Confidential Information. Recipient agrees that none of Discloser, its partners, or its subsidiaries will have any liability to Recipient relating to or resulting from the use of Confidential Information or any errors therein or omissions

therefrom. Recipient also agrees that it is not entitled to rely on the accuracy or completeness of any Confidential Information and that Recipient will be entitled to rely solely on such representations or warranties regarding

Confidential Information or the subject matter thereof as may be made in any definitive agreement relating to a transaction between FII and Company, when, as, and if entered into by FII and Company, and subject to such limitations and restrictions as may be specified therein.

6. This agreement will remain in effect for as long as Recipient possesses Confidential Information, but will not apply to information: (a) available to the public through no fault of Recipient; (b) received in good faith by Recipient without restriction on use or disclosure from a third party having no obligation of confidentiality to Discloser; or (c) independently developed by Recipient without reference to Confidential Information received from Discloser, as evidenced by Recipient's records.

7. If Recipient is required by judicial or administrative process to disclose Confidential Information, Recipient will promptly notify Discloser and allow Discloser a reasonable time to oppose such process. If disclosure is nonetheless required, Recipient will use reasonable efforts to limit the dissemination of Confidential Information that is disclosed.

8. This agreement does not require Discloser to disclose specific information, require either party to enter into any business relationship, or create any agency or partnership between the parties.

9. Recipient acknowledges and agrees that money damages would not be a sufficient remedy for breach of this agreement by Recipient and that Discloser will be entitled to equitable relief, including, without limitation, injunctions and specific performance, as a remedy for any such breach without the necessity of posting any bond or other security and without proof of irreparable harm or of any actual damages. Such remedies will nonetheless not be deemed to be the exclusive remedies for a breach of this agreement and will be in addition to all other remedies available at law or in equity. In any litigation concerning this agreement, the prevailing party will be entitled to recover all reasonable expenses of litigation, including reasonable attorney fees at trial and on any appeal.

10. This agreement will be governed by California law, without regard to contrary principles of conflicts of law. Any litigation relating to this agreement will be tried in state or federal courts in Oakland, California. Each party submits to the jurisdiction of such courts, and waives any objection to venue. All additions or modifications to this agreement must be in writing and executed by both parties. A fax or electronic submission of agreement will be effective as an original.