

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this "**Agreement**") is entered into as of this ___ day of _____, 20__, by and between [INSERT PARTY] ("**Confidant**") and the Tule River Indian Tribe of the Tule River Reservation, California, a federally recognized Indian tribe (the "**Confidential Entity**" or "**Tribe**"). The Confidant and the Confidential Entity may be referred to collectively as the "**Parties**".

RECITALS

A. The Confidential Entity intends to provide information related to the Tribe to allow Confidant access to Confidential Information for the purpose of discussing Confidant providing general banking and treasury services to the Confidential Entity ("**Services**").

B. The Confidant understands and acknowledges that it may gain access to Confidential Information (as defined below) and that as a condition to receiving such information, the Confidential Entity requires that the Confidant agree that the Confidant and its Representatives (as defined below) shall maintain all such Confidential Information in the strictest confidence as set forth below.

NOW THEREFORE, in consideration of the Confidential Entity entering into this Agreement and providing information to the Confidant and for other good and valuable consideration the receipt of which is acknowledged by the Parties, the Parties agree to the following:

1. Defined Terms.

a. The term "**Confidential Information**" as used herein shall mean:

i. the identity of the Confidential Entity, any affiliate of the Confidential Entity in relation to the Services;

ii. the terms of this Agreement, the fact that any discussions or exchange of information is taking place between the Parties related to the Services, or the status of any potential agreement or arrangement between the Parties related thereto;

iii. all information about or related to the Services and all discussions and information about or related to the Confidential Entity previously, presently or subsequently exchanged by the Confidential Entity in its sole discretion and the Confidant, whether written, in electronic form, or oral, and whether or not explicitly designated as confidential or proprietary, including, without limitation, discussions and information exchanges concerning the Services, or other documents prepared or provided by the Confidential Entity which contain or otherwise reflect such information, or any portion thereof; and

iv. all documents, memoranda, notes, draft agreements and other writings whatsoever prepared by either party based on, or that incorporate any of the information

referred to, in the preceding **subsections (i), (ii), and (iii)**, and all of the information described in **subsections (a), (b) and (c)** of **Section 2** below.

The "**Confidential Information**" of the Confidential Entity specifically includes any discussions and exchanges of information with and any information disclosed, prepared or provided by any subsidiary or affiliate of the Confidential Entity or any third party who may disclose such information to the Confidant. The term "Confidential Information" as used in this Agreement shall not include information which: (a) was in the possession of, or was rightfully known by the Confidant or its Representatives, without an obligation to maintain its Confidentiality prior to receipt from the Confidential Entity; (b) is or becomes generally known to the public other than as a result of a disclosure by the Confidant or its Representatives in violation of this Agreement; (c) is obtained by the Confidant or its Representatives in good faith from a third party, to the knowledge of the Confidant, having the right to disclose it without an obligation of confidentiality to the Confidential Entity with respect to such information; (d) was or is independently developed by the Confidant or its Representatives without use of or reference to Confidential Information.

b. The term "**Representatives**" as used herein shall mean the affiliates, officers, employees, agents, directors, brokers, consultants, architects, engineers, subcontractors, attorneys, and advisors of either Party.

2. Protection of Confidential Information. The Confidant agrees that the Confidential Information shall be retained by the Confidant and its Representatives in strict confidence, and shall not be disclosed by the Confidant or its Representatives to other persons without the prior written consent of the Confidential Entity. The term "**person(s)**" as used in this Agreement shall be broadly interpreted to include the public, the media, and any corporation, company, partnership, limited liability company, group, individual, trust, estate, governmental official or body, or entity.

3. Use of Confidential Information. The Confidant and its Representatives shall not use the Confidential Information for any purpose not authorized in writing by the Confidential Entity other than to evaluate and engage in discussion concerning the Services. The Confidant may disclose the Confidential Information only to its Representatives who need to know such information for the purposes stated herein. The Confidant shall not make or permit to be made any copies of any Confidential Information except for use by those Representatives permitted access to such information hereunder for the purposes stated herein. The Confidant agrees that each of its Representatives to which the Confidential Information is disclosed shall be apprised by the Confidant of the existence and nature of this Agreement prior to such Representative receiving any Confidential Information and such Representative shall agree to be bound by the terms and conditions of this Agreement. The Confidant agrees that it will be liable for the breach of this Agreement by any of its Representatives.

4. Disclosure Required by Law. If the Confidant or its Representatives are requested or required to disclose any of the Confidential Information (or make any disclosure otherwise prohibited hereby) under the terms of a subpoena, or order issued by a court or governmental authority or regulatory body of competent jurisdiction or under any law, legal, judicial, administrative or governmental process or proceeding or stock exchange rule or regulation, or

pursuant to an audit or examination by a regulator, bank examiner or self-regulatory organization, the Confidant shall, to the extent legally permitted:

- a. promptly notify the Confidential Entity of the existence, terms and circumstances surrounding such requirement or request,
- b. consult with the Confidential Entity on the advisability of taking legally available steps to resist or narrow such requirement or request, and
- c. if disclosure of such information is required by law, take reasonable steps, at the request and expense of the Confidential Entity, to attempt to obtain or help the Confidential Entity obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed information that the Confidential Entity so designates. Nothing in this section shall obligate the Confidential Entity to consent to disclosure of Confidential Information, which consent may be withheld in the Confidential Entity's sole discretion. Notwithstanding the above, notice to the Confidential Entity shall not be required where disclosure is in connection with a routine audit or examination by, or a blanket document request from, a regulatory or governmental entity that does not specifically reference the Confidential Entity or this Agreement.

5. Ownership of Confidential Information. The Confidant acknowledges that the Confidential Entity is and shall remain the owner of all Confidential Information disclosed by the Confidential Entity to the Confidant hereunder and any derivative works thereof whether created by the Confidant or the Confidential Entity, including, without limitation, all patent, copyright, trade secret and other proprietary rights and interests therein, and each party recognizes and agrees that nothing in this Agreement shall be construed as granting to Confidant or its Representatives any rights, by license or otherwise, in or to any Confidential Information. Notwithstanding the foregoing and to the extent that the Confidential Entity is deemed by this Agreement or otherwise to have transferred to Confidant any right, title or interest in the Confidential Information, Confidant hereby transfers and assigns such right, title and interest in such Confidential Information to the Confidential Entity. The Confidential Entity makes no warranties regarding the accuracy or completeness of any Confidential Information that may be disclosed to Confidant hereunder and undertakes no obligation to disclose any particular information to Confidant.

6. Return of Confidential Information. At the earlier of: (1) ten (10) days of a request from the Confidential Entity; (2) ten (10) days after the completion of the use of the Confidential Information by the Confidant; or (3) six (6) months after the date of this Agreement, the Confidant shall promptly return and deliver, and cause its Representatives to return and deliver, to the Confidential Entity all Confidential Information received in written and/or tangible form, including copies, reproductions or written materials containing Confidential Information. All documents, memoranda, notes and other writings whatsoever prepared by the Confidant, or its Representatives, based on or that incorporate any of the information supplied by the Confidential Entity shall be destroyed and such destruction shall, upon the Confidential Entity's request, be certified in writing to the Confidential Entity by an officer of Confidant. The Confidant acknowledges that after the Confidant's return or destruction of the Confidential Information, the Confidant shall remain bound by the terms of this Agreement. Notwithstanding the foregoing, the

Confidant may retain copies of the Confidential Information (including Confidential Information stored on electronic, magnetic or similar media) in accordance with policies and procedures implemented in order to comply with legal and regulatory requirements and to demonstrate the Confidant's compliance with its obligations. Notwithstanding the return or destruction of the Confidential Information, any Confidential Information retained pursuant to this provision shall remain subject to the terms of this Agreement.

7. Term. The Confidant and the Confidential Entity agree that this Agreement shall remain in full force and effect for a period of three (3) years after the date of the Agreement. Notwithstanding the foregoing, the Confidant's duty to hold in confidence the Confidential Information that was disclosed during Term shall remain in effect until such time as the Confidential Information loses its status as Confidential Information.

8. Indemnification. Anything in the Agreement to the contrary notwithstanding, the Confidant shall indemnify and hold the Confidential Entity fully harmless against any loss, damages, claims, penalties, or expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by the Confidential Entity as a result of a breach of this Agreement by Confidant or its Representatives. Each party recognizes that any actual or threatened disclosure of Confidential Information in violation of this Agreement may cause the Confidential Entity irreparable harm and that the Confidential Entity shall be entitled, in addition to all other rights and remedies available at law and in equity, to injunctive relief or a decree of specific performance without the necessity of demonstrating actual monetary damage.

9. Remedies. The Parties agree that the Confidant's use of the Confidential Information outside of the scope of this Agreement may cause irreparable injury to the Confidential Entity, and that the Confidential Entity shall be entitled to apply for injunctive relief in tribal, state or federal courts of the State of California in the event of such improper use of Confidential Information by the Confidant. Further, the Confidential Entity reserves its right to seek damages from the Confidant which result from a breach or attempted breach of this Agreement by the Confidant.

10. Entire Agreement; Amendment. This Agreement sets forth the entire agreement between the Parties hereto concerning the Confidential Information, and supersedes any prior contemporaneous, or subsequent statements, representation, warranties, understandings or inducements of any kind, whether oral or written, and shall not be modified, amended or waived, except in a writing signed by all Parties hereto. This Agreement shall not be modified, amended or waived, except in a writing signed by all Parties hereto. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which, so far as possible, achieves the Parties' intent in agreeing to the original provision, and the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed by the Parties hereto in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. This Agreement may be validly executed by means of signed facsimile or signed electronic transmission.

IN WITNESS WHEREOF, the Parties hereto have executed this Confidentiality and Non-Disclosure Agreement as of the date set forth above.

[INSERT PARTY]

By: _____
Name: _____
Title: _____

TULE RIVER INDIAN TRIBE OF THE TULE RIVER RESERVATION, CALIFORNIA, a federally recognized Indian tribe

By: _____
Name: _____
Title: _____