

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into as of by and between **The Terrace Foundation** (the "Disclosing Party") located at 649 Pilgrim Terrace Drive, Santa Barbara, California 93101 and **Prospective Vender/ Visitor** _____ (the "Recipient" or "Receiving Party").

Throughout the duration of this Agreement, the Disclosing Party may deem it necessary to disclose or share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained within this Agreement, (**i.e., earnings and revenues**), both parties hereto agree as follows:

Confidential Information

For all intents and purposes of this Agreement, "Confidential Information" shall mean and include any data or information that is deemed proprietary to the Disclosing Party and that which is not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to, (i) any form of marketing plan, strategies, financial information or projections, operations, sales quotes or estimates, business plans, performance results which may be related to the past, present and/or future business activities of said party, its subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific, technical or data information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, knowledge, works in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets, trademarks and copyrights; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and, as such, the Disclosing Party regards all of its Confidential Information as trade secrets.

Notwithstanding anything in the foregoing statement to the contrary, Confidential Information shall not include any such information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (ii) becomes rightfully known to the Receiving Party from a third party source not known, after diligent inquiry, by the Receiving Party to be under an obligation to the Disclosing Party to maintain confidentiality; (iii) is or shall become publicly available through no fault or failure to act by the Receiving Party in breach of this Agreement; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of Compelled Disclosure shall apply prior to any disclosure being made; and

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(v) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the herein contained terms and conditions of this Agreement or reference or access to any Confidential Information; (vi) information the disclosing party shares with others in a non- confidential setting no longer has to be kept by confidential by the receiving party under the NDA.

Confidential Information Disclosure

The Disclosing Party may deem it necessary, from time to time, to disclose or make available to the Receiving Party Confidential Information. It shall then become the responsibility of the Receiving Party to: (i) limit the disclosure of any Confidential Information belonging to the Disclosing Party to the Receiving Party's directors, officers, employees, agents or representatives (collectively herein referred to as "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (ii) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth herein this Agreement and require such Representatives to keep the Confidential Information confidential; (iii) shall keep all Confidential Information strictly confidential by way of exercising a reasonable degree of care, but not less than the degree of care that the Receiving Party would exercise in safeguarding their own confidential information; and (iv) not disclose any Confidential Information received to any third parties, unless otherwise provided for herein this Agreement.

Therefore, each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

Confidential Information Usage

The Receiving Party herein agrees to make use of the Confidential Information solely for the purpose and in connection with the current or contemplated business relationship between both parties and not for any purpose other than that which has been stipulated and contained herein this Agreement, unless otherwise authorized by prior written consent by an authorized representative of the Disclosing Party. There shall be no other right or license, whether expressed or implied, in the Confidential Information granted to the Receiving Party hereunder. Ownership and title to the Confidential Information shall remain solely with the Disclosing Party, any and all use of the Confidential Information by the Receiving Party shall be solely for the benefit of the Disclosing Party, and any type or manner of improvements or modifications thereof by the Receiving Party shall remain the sole property of the Disclosing Party. There shall be nothing herein contained that would be intended to modify the parties' existing agreement that the parties' discussions in furtherance of a potential business relationship shall herein be governed by Federal Rule of Evidence 408 – Compromise Offers and Negotiations.

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Term

The herein contained Agreement shall remain in effect in perpetuity unless otherwise requested in writing in advance. Notwithstanding the foregoing, the parties' duties to maintain in confidence any and all Confidential Information that may have been disclosed during the term shall thus remain in effect indefinitely.

No Warranty

All Confidential Information is provided by Disclosing Party "AS IS" and without any warranty, express, implied or otherwise, regarding the Confidential Information's completeness, accuracy or performance.

Remedies

Both parties to this Agreement acknowledge and agree that the Confidential Information hereunder this Agreement is of a unique and valuable nature, and that the unauthorized distribution or broadcasting of the Confidential Information could have the potential to destroy and, at the very least, diminish the value of such information. The damages that the Disclosing Party could sustain as a direct result of the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to claim injunctive relief that would prevent the dissemination of any Confidential Information that would be in violation of the terms set forth herein this Agreement. Any such injunctive relief provided shall be in addition to any other available remedies hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover any sustained costs and/or fees, including, but not limited to, any reasonable attorney's fees which may be incurred while attempting to obtain any such relief. Furthermore, in the event of any litigation which may be related to this Agreement, the prevailing party shall be entitled to recover any such reasonable attorney's fees and expenses incurred.

Return of Confidential Information

Upon completion/expiration or termination of this Agreement, the Receiving Party shall immediately return and deliver to the Disclosing Party all tangible material and/or information representing or exemplifying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom and all other documents, materials, notes or copies ("Notes") which may have been converted to any computerized media in the form of any image, data or word processing files either manually or by image capture or any other form of work product that may be based on or include any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of this Agreement or (ii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, with the prior written consent of the Disclosing Party, the Receiving Party may immediately destroy (in the case of Notes, at the Receiving Party's sole discretion) any of the foregoing embodying

Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction of the material and or information.

Notice of Breach

The Receiving Party shall immediately notify the Disclosing Party upon discovering any unauthorized use or disclosure of Confidential Information by the Receiving Party or its Representatives, or any other breach of this Agreement by the Receiving Party or its Representatives and will cooperate with any efforts by the Disclosing Party to assist the Disclosing Party to regain the possession of its Confidential Information and thus prevent its further unauthorized use.

Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by written amendment signed by the party against whom such enforcement is sought.

Governing Laws

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of California or any applicable federal laws or statutes applicable to contracts made and to be wholly performed within such state, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in California shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

Waiver of Contractual Right

Any such failure by either party to enforce the other party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

Severability

Although the restrictions herein contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

Notices

Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, emailed, or mailed by certified

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mail, return receipt requested, postage prepaid, in each case, to the aforementioned address of the other party, or any such other address or addressee as may be furnished by a party in accordance with this paragraph. All such notices or communication shall be deemed to have been given and received (i) in the case of personal delivery or email, on the date of said delivery, (ii) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch, and (iii) in the case of mailing, on the seventh business day following such mailing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this date of:

_____ .
Date

By:

Manny Ayala, Executive Director

or

John W. Jeffries, Founder & Chair

Vendor/ Visitor

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