

National Assembly Rules Book of 2018

Operations and Procedural order for Conducting the Assembly of Nation States

Version 1. Created July 2018 by: Nation States

Oklahoma, Utah, Michigan, Arkansas and California

Approved by unanimous Assembly vote

This _____ day of _____ 20____

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Chapter One: Mission Statement

NRB.C1.101 We, the People, claiming our God-given rights based in Christian Principles, intend to return and maintain the governance of this nation of states to the status proclaimed by the Magna Carta, the Declaration of Independence and the

Original Organic Constitution dated 1789 and amended in 1791. These God-given rights are for All People, realizing the only limitation which affects a God-given right is where there is a conflict between the rights claimed by two or more sovereign people." We the people who have our bodies anchored to the lands of our birth do Declare that we now come back together as a body of Nation States to form our new governing body for the common betterment good of all of us. We are the natural-born of our land state and so declare as a unified body.

Michigan Jural Assembly w/comments

Chapter Two: Definitions of Language to be used

NRB.C2.101 We speak and write in American English Grammar and have the tool of diagramming our sentence structures to deliver our intent and the manipulation of legislatively, lawfully or any redefining words to change the intent, content to a one sided interpretation has been the tool used against the people for decades. It is time the people come into the possession and defining of the language they speak and have it mean what they say and the content be known by those that read the written word and are to decide whether or not to be obligated by those words. American English language shall be the only effective communicative form used except for sign language required by the handicapped and interpreted by an English speaking translator.

N.A. Moderator / Robert-Charles, Michigan

Chapter Three: Dictionary of Words and Phrases

NRB.C3.101 Language to be used is American English. Definitions of language to be found in Webster's Dictionary 1828 Edition, American Dictionary of the English Language. (Also found at <http://www.webstersdictionary1828.com>)

Utah Jural Assembly / Kerry Lund

Chapter Four: Officers Required, Description of Office, Term Limits

NRB.C4.101 All officers of the National Assembly shall be nominated by any of the 50 approved state representatives and posted in the National Assembly Forum board Motions and Discussions for two weeks. Two weeks' time allows for consent and dissent conversation about the candidate. This candidate nomination will move to the floor by the Moderator in the third week for a Quorum majority vote. If approved the candidate will be installed into the office in the fourth week from date of nomination. Should candidate Quorum vote fail then a new candidate shall be selected for nomination with the same procedure. All office holders shall be elected to serve for a two year term. Automatic renewal / removal of office vote motion shall be entered two months before expiration of office term. Two weeks later Moderator brings renewal / removal term vote to the floor for approval or removal of office. If approved by Quorum vote office holder is reinstated for another two year term. If not approved by quorum vote then new candidate shall be nominated in time to keep office in authority. Offices shall be filled on January and July of each year cycle as needed.

Offices to be Nominated, filled and description of duties:

Moderator and Moderator Pro tem

Office of Moderator and Pro tem Moderator duties are to manage and operate the meetings of the National Assembly. Moderators are to construct the agenda and publish this agenda in the Forum so the State representatives will know what to expect. The Moderator has the general control of each meeting and has the authority to change the venue as needed. Moderator has the authority also to call on the other officers of the Assembly to control any unknown disturbance and or disruption. It is the responsibility of the Moderator to govern the flow of information to and from the states for the benefit of the whole Federation of states.

Treasurer and Comptroller Treasurer (Auditor)

Office of Treasurer and Comptroller shall be responsible for the incoming finances and outflow payment of expenses. These duties include but are not limited to accounting and accountability of all currency contributed to and raised by all states members for the benefit of a National Assembly. The Treasurer shall set forth a budget for each year and report quarterly to the membership at large as to its reserves and or shortages to meet the needs of the National Assembly. Budget forecasting is primary and shall be inclusive of all office holders to meet twice a year for the purpose of accurate budgeting.

Recording Secretary and Recording Secretary Pro Tem

Recording Secretaries are just as the name implies. All as in every detail of each meeting and or function of The National assembly has to be accurately preserved into archives for future reference. These records shall be hand written as to any Motion and or Act created and can be of digital nature for auxiliary functions recording of conversations, guest speakers social comments related to Assembly business.

Court of Records Custodian and Secretary of Records and placement of Safe Keeping

Court of Records Custodian and Secretary of records hold the highest of security demands for their work. The preservation and archiving of records are the heartbeat of our work and endeavors. All functions of movement and action must be preserved in such a manner as to be our advocate and defense for future litigation and prosperity. Custodian, Secretary along with the Marshal, Bailiff and Treasurer are responsible for creating and maintaining the palce and method of safekeeping of these vital statics and Records. Once a year on January 15th they will hold a meeting to review and extend of change these conditions.

Chief Bailiff (Meeting order Suability control)

Office of Chief Bailiff shall preserve and protect the suability and courteous conduct of all assembly members at all times. Bailiff has the authority to stop any meeting should he or she in their discretion perceive a danger to members. Also the Bailiff shall be available to all members to help with any function of a meeting and or gathering. The Bailiff and Deputy Sheriff both have the authority to arrest any disruptive member and or non-member should they become a threat to the others members.

Marshal Office (American Common Law Coordinator)

Office of Marshal shall be the most powerful of all duty offices. The Marshal shall prevail over functions with the authority of the original Constitution coupled with American Common Law. Marshals are required to be thoroughly trained in American Common Law and shall hold the office of a presiding Judge in the event no such Judge of American Common Law is available. Marshalls have the final say in any disturbance and shall be required to carry a side arm at all times. This Marshal shall also have the power to deputize other Assembly members in times of need.

Deputy Sheriff (Author and Presenter)

Deputy Sheriff office of Author and Presenter

Communications Secretary and Communications Secretary Pro Tem

Office of Communications Secretary shall work with all state representatives to strengthen the work of the Assemblies. Advancing the true knowledge of the Federation of states is the primary. Secretary is to help states to reach people with financial investments at risk by not understanding the nature of our government as it exists now. These are the resources the National Assembly needs to create our new form of governance without the enslavement by the current financial network. The Communication secretary needs to fully understand completely the ramifications facing our states by interfacing with all the other offices of the

National Assembly and jointly develop a unified message for the states to use in building a strong network of Jural Assemblies within each state.

Information Technologist-IT (Audio & Visual) and Information IT Pro Tem

National Assembly Commissioner (N.A.C)

A person who has a commission or warrant from proper authority, to perform some office, or execute some business, for the person, assembly or government which employs him, and gives him authority; as commissioners for settling the bounds of a state, or for adjusting claims. This person shall hold the office of Arbitration and Authority to settle disputes over Assembly business.

National Assembly Historian

Office of Historian shall develop a relationship between Historical documented actual records with present current day political and social movements and strategies which control our daily lives. The Historian will provide a vital link of truth versus the chain of corruption which is eroding our present society. With means of publication and digital content to educate the masses who are unaware of the takeover of America by many methods during the last two Hundred years.

National Assembly Chaplin

Office of Chaplin shall remind us of who we really owe our allegiance to. This officer will remind us of this before and after every meeting with prayer as the Fore Fathers did in the beginning. The Black Robe Patriots not only taught the Scriptures but also took off their robes and took up their guns for the battle of our freedom. If we forget or ignore the strength and power of our Heavenly Father and Lord Jesus Christ then our battle is lost even before we begin. Many will die that refuse to believe this but we who do will prevail and live forever no matter the outcome.

National Assembly Time Keeper and Time Keeper Pro Tem

Office of time keeper shall keep time records of all activities and shall enforce the speaking time limits by advising the Moderator when the limit is about to end. Time keeper responsibility also includes the starting and stopping of all activities promptly. This office is vital to coordinate future events particularly when such events involve national media coverage.

National Assembly H.R. (Hospitality Director & Events Coordinator)

Human Relations office is more demanding than most. This officer is in charge of all personal records of all members so as to protect not only their identity but also their security. This officer will arbitrate disputes if any between assembly members and nonmembers should this occasion occur. The planning of all events involving The National Assembly internally and externally with the general public shall begin and end with this office. The H.R. Director has total authority if preparing

an event to be successful and safe for all who attend. This office more so than any of the others will need to be improved and changed as the need arises for the National Assembly.

Oklahoma Jural assembly -RZ / Elizabeth Eynaert / Utah Assembly Kerry Lund

Chapter Five: Court of Records Custodian and Secretary of Records and Placement of Safekeeping

NRB.C5.101 The Court of Records Custodian shall be responsible for the archive of records as presented to him or her from the recording secretary. This office is intended for each National Meeting of the Assembly of Nation States. The Custodian shall keep written records, audio recordings, digital visual records and all forms of data produced as a result of all official convention meetings. The state assembly records shall remain the responsibility of each state to preserve and protect any and all records necessary for membership within a National assembly. The Custodian of records along with the Treasurer, The Bailiff and the Marshal shall determine by joint decision the location and the method of preservation to be used for archive storage. At the time of newly elected members for any or all the these offices the location of documents and records shall be delivered to each of the three new officers via sealed hand delivered envelopes with the Treasure seal in wax upon the edge of the opening to the envelope. This conveyance transfer of information and authority is to be kept in a safe by each member until the end of their term of office then passed to the next office holder of the same position.

Chapter Six: Records and Motions Numbering System

NRB.C6.101 All Motions shall be numbered with the capital Letter “M” for introduction for consideration and voting identity. After voting approval the prefix is changed to “MR”..... The Motion shall be identified also by Date: Year 4 digits = 2018, Month 2 digits = 05, Day 2 digits = 26. Use periods to separate date parts. Number the Motions as “.001” or “.005”. Use semicolons before and after the Motion number to make Motion number and acronym stand out. Now identify the Motion typically as following examples:

National Assembly Meeting = NAM;

Alabama General Jural Assembly = AGIA;

Alabama General Jural Assembly Conference Call = AGJACC; etc.

You end up with Motion number like this: NAM: M 005: 2018.05.26 or as

NAM: MR 005: 2018.05.26.

All other records or archival information to be numbered in the same fashion according to its specific abbreviation. These numbers shall be attached to the Motion and or record by the Secretary of Records and handed to the Custodian at the proper time.

Chapter Seven: Creating Motions, Place and Time for Discussions

(Forum Posting Pro or Con)

NRB.C7.101 All Motions to be created by subscribing states shall be submitted to the Secretary of records for numbering and presentation within the Forum for three weeks discussions by the other 49 states. This posting forum is to be created specifically for Motions only. Within this Forum there will be a Pro and Con sub-division where views and concerns of other states are presented. Discussions will NOT be addressed on the floor vote but only within the forum posting. It is the specific duty of all state representatives to take this Motion to its state Assembly for consideration, make a decision on how to vote for the representative. During the Third week of posting the Secretary of Record will advance this numbered Motion forward to the Moderators agenda for the Fourth week floor vote. The passing of a vote will change the "M" prefix to "MR" and sent back to the secretary of records for archiving and posting. Should the Motion fail then it is returned to the state representative for revision or deletion. Should the state representative elect to resubmit the Motion in a revised form then the secretary of records will note it as REV: o1 plus the other pertinent information needed to identify the author and start the 3 week process all over again.

Chapter Eight: States' Rights for single Representatives to

Address Assembly

NRB.C8.101 Each state shall have the right to one representative for the purpose of representing their state in a National assembly weekly call and or in a National Convention. This representative shall be recorded with the secretary of records for the Custodian to archive. There will be two alternates for each states allowed to be recorded so that the state can always be represented should the main representative be unable to attend. Each of the state's representatives to be approved for representing their state shall be expatriated as a citizen of the current corporate government of the United States. This is a requirement for states representation to be acknowledged in a National Assembly. The other states members are not constricted to this and are of their own discretion on this matter. Should this requirement be removed then all members of this National Assembly could be subject to incarceration by the current corporate government on charges of several codes and statutes.

Chapter Nine: Moderator Order of Presentation of Preapproved

Motions

NRB.C9.101 All motions shall be numerically ordered by the secretary of records as referred to in Chapter Seven. After the discussion period of three weeks then the Secretary of Records hands the oldest motions in Que to the Moderator for presentation to the floor of states for a vote of states to occur. Normally there should not to be more than four motions in Que to become active at the same time. Moderator shall have discretion of decision to offer for vote Motions that have a heavier weight of need to be considered before lessor important issues. This authority shall be used with the utmost of Due diligence given to the matter of the motion at hand.

Chapter ten: Sequence Order and Time Limits of Assembly Events

NRB.C10.101 All National Assembly Meetings shall be called to Order and Closed by authority of the Moderator and or Moderator pro-Tem.

Sequence of Meetings shall generally follow the order as listed here:

Call to order with three raps of the Assembly gavel by the Moderator.

One minute

All officers of recording and archiving begin keeping record of meeting.

Time as needed

Moderator announces the date of this meeting and welcomes Attendees.

One minute.

Chaplin offers Opening prayer and opportunity for alternate reflection.

Two minutes.

Moderator reads the Bivens Decision three times for disclosure of nonmembers.

Three to Five minutes

Moderator calls states for Roll Call record. Confirms Quorum is or not present.

Time As needed.

Moderator asks for Treasurer Report. Three minutes allowance

Moderator asks for Committee business reports. Time as needed

Moderator brings forth agenda for Motion votes on the floor. Reads Motion numbers and calls for vote and tally to be recorded Time as needed

Moderator asks for new business requests from states representatives. Each state representative shall have this time for presentment.

Three minutes

Moderator asks and or presents any special announcements or presents guest speakers and states time allowed for presentation.

Time as needed

Moderator asks Motion to adjourn, confirms, date to return to Order and call for Chaplin to offer closing prayer

Two minutes.

Chaplin offers closing prayer and dismisses the National Assembly with reading "This Meeting is now adjourned until Reconvening on new date" Then one rap of the gavel the assembly is closed.

Time as needed

Chapter Eleven: Quorum Requirements for Vote and Resolutions of Disputes

NRB.C11.101 Quorum requirements shall be a minimum of Fifty one Percent of the voting states in any given vote tally. The number of states that determines a Quorum for Assembly currently is 26 Nation states. This number shall be adjusted to an uneven number of states so as to eliminate a vote tie. In the event an even number of states vote to a tie, then the National Assembly Marshal shall cast the tie breaking.

Chapter Twelve: Resubmitting Motions that Failed by Previous Vote

NRB.C12.101 Any Motion presented to the floor vote and that vote failed to remand the motion to Archives shall be returned to the originator state for reconstruction and or elimination. As described within Chapter Seven the options for revision are open to the state for consideration.

Chapter Thirteen: Removal of State Representative for Abusive Act And or Language

NRB.C13.101 Bailiff has the right to remove any state representative for immoral and or abusive acts or language that creates a threat upon the assembly or any of its members. The Bailiff shall call upon the Deputy and Marshal to enforce and remove antagonist and prosecute accordingly. Secretary of Record shall record and archive such information. Said state of grievance shall have two months to return with an acceptable representative to the Assembly. There shall be a quorum vote to approve the new state member and upon a successful vote he or she shall be recognized as representing that state with full rights.

Chapter Fourteen: Committees Order of Business Reports for
Advancing Assembly Business

NRB.C14.101 Existing Committee business can ask for additional authority from the floor by quorum vote to advance business needs of the assembly. New Committees can be formed and Forum web sites created to conduct this new business also by submitting a request to the moderator for such committee. Moderator can insert this agenda request at his will into any meeting format.

Chapter Fifteen: Discipline of Biven's Decision Violations

NRB.C15.101 Violation by any nonmember of the National Assembly to not divulge his or her allegiance to another form of government and or ideology shall cause this meeting to abandon and the violator shall be banned from future admittance in any forum of the National Assembly. The Marshal shall address this issue and with the Deputy and Bailiff Authority ask this person to leave the meeting and enforce physically if needed. Marshal shall ask the IT operator to mark and ban the communication identity being used by the violator or any other person conducting themselves in the same manner.

Chapter Sixteen: Bailiff Authority and uses of Force if Needed

NRB.C16.101 Bailiff shall maintain civil order among the states while in Assembly meetings. Bailiff shall have the right to disrupt and stop any conversation that steps out of bounds to normal discourse being discussed. Bailiff shall also reprimand any state who brings an action which is out of order and not within the agenda published for the current meeting.

Chapter seventeen : Non-Disclosure Agreement Prohibiting Disclosure of
Assembly Business

NRB.C17.101 N.D.A. Form listed in Appendices Index below for consideration and modification to fit the National Assembly needs. All members of the National Assembly are required to agree to and sign before a witness their testimony of silence regarding any of the national Assembly business. As was said during WW II - Loose lips sinks Ships. Our security is paramount to our success. We have nothing to hide and everything to protect for our Heritage.

Chapter Eighteen: Chaplin Services

Office of: Blessed is the Nation whose God is the
Lord, The People He Chose for His Inheritance.

NRB.C18.101 Teacher of Scriptures that of which we were founded upon by our Original forefathers and their Great wisdom. To help all Assembly members to stay focused upon that which is our real source of substance for support and continuance of life. All meetings of Assembly to Open and Close with prayer to our Heavenly Father. Battle after Battle, Siege after Siege, Starvation upon Starvation - George Washington prayed to the Heavenly Father and his prayers were answered every time.

 If My People who are called by My Name will humble themselves and pray and seek my face and turn from their wicked ways, I will hear from Heaven and will forgive their sins and Restore Their Land.

2nd Corinthes 7:14

Chapter Nineteen: Treasury Custodian, Location, Bond and Currency to be allowed

NRB.C19.101 Treasurer Custodian shall prepare and report to the assembly a budget and condition of current finances every six months beginning on January one of each year. Monthly reports to the National Assembly meetings shall be of Treasury account deficit or balance as to the needs at that current time. Treasure and officers of record for issuing payment funds shall be bonded for an amount as prescribed by group consent of the Assembly members. The currency to be recognized and used shall be of the common use of the Federation of nation States agreement.

Chapter Twenty: International Associations Affiliations

NRB.C20.101 International Associations Affiliations are to be considered only after the first National Face to Face Convention meeting of a Quorum of settled states. However presently individual "Settled" states may contact and communicate with such organizations purely for informational purposes only. Injecting foreign ideology and or policies and practices shall not occur until the Federation of States becomes a mature body of one mind set to do so.

Chapter Twenty One: Guest Speaker's Approval and Schedule

NRB.C21.101 Recommendations for Guest Speakers shall be submitted to the National Assembly H.R. Director for consideration. The Director then shall conference call with the Moderator to decide on three state representatives to agree on the Guest Speaker content offered to be presented and a schedule for this to be entered into the agenda for meetings. The Three states to be chosen each time to approve a speaker shall be a rotation of states beginning with Alaska. The next time a guest is to be chosen the three states shall be the next three in alphabetical rotation from the past three just used.

Chapter Twenty Two: National Assembly Face to Face Meetings Criteria

NRB.C22.101 (To Be Determined upon full Settlement of all Nation
states or a sufficient Quorum of states)

Chapter Twenty Three: Ethics, Etiquette and Compliance Regulations

NRB.C23.101 In order to establish a respectful, dignified and useful National Assembly among whom friendly relations based upon sound morality abide, a uniform, orderly and methodical manner of conducting business. The proper way to proceed in deliberative communication.

: Speaking: No member speaks more than one time, nor for longer than 3 minutes upon the same subject, until every member has the opportunity to express an opinion, except by permission of the assembly to be determined by vote; nor shall any member be interrupted while speaking, except for explanation, or when one's remarks are inconsistent with the topic under discussion, or with the purposes and goals of the assembly. Any member who cannot limit discussion to 3 minutes must remain silent until such member is able to organize her thoughts and summarize his ideas. Any specific statement may be articulated one time when speaking, and may not be repeated over and over again for emphasis, or any other reason, except if another member, unable to hear it the first time, requests re-iteration. Repetition without discernible reason is unacceptable.

Member may request the floor by announcing the name of the state followed by the interrogative, "May I?" or "If I May". The moderator must respond, enabling the member to speak. When two or more members request the floor, the moderator shall name the one who is to speak first. Both business meetings and informal meetings must be moderated.

When a member, having once spoken, desires the floor a second time, member shall ask leave of the presiding officer, or moderator, whom shall ask the assembly if the member may have

leave, and only speak if no objection is made, and the presiding officer allows that member to speak.

No member in speaking should mention any member by name, but shall describe that colleague by name of the state, or as the lady or gentleman offering the resolution, or by referring to one's colleague with regard to a specific question or conversation. Due to the official rather than to the personal capacity of each member. I.e., "the gentleman from ____ state", or, "the lady speaking about ____.

The use of offensive or insulting language is prohibited. When a member is called to order in this regard, the exceptional words or phrases should be written down.

Epilogue

It is our sincere intention that under the guidance outlined in this treatise we form a strong and cohesive operating unit which encourages success and accomplishment regarding the achievement of our mutual goals and resolutions, specifically the establishment of that union of nation states which provides freedom from tyranny, and the pursuit of greatness leading to a new golden age in scientific and human development.

Appendices Index:

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is entered into on this ____ day of _____ by and between _____, located at _____ (the "**Disclosing Party**"), and _____ with an address at _____ (the "**Receiving Party**").

The Receiving Party hereto desires to participate in discussions regarding _____ (the "**Transaction**"). During these discussions, Disclosing Party may share certain proprietary information with the Receiving Party. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Receiving Party or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party; and (vi) any information generated by the Receiving Party or by its Representatives that contains, reflects, or is derived from any of the foregoing. 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 that Disclosing Party regards all of its Confidential Information as trade secrets.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: a) was lawfully possessed, as evidenced by the Receiving Party's records, by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known by the Receiving Party from a third-party source not under an obligation to Disclosing Party to maintain confidentiality; (c) is generally known by

the public through no fault of or failure to act by the Receiving Party inconsistent with its obligations under this Agreement; (d) 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 paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement, as evidenced by the Receiving Party's records, and without reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**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; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement, require such Representatives to be bound by written confidentiality restrictions no less stringent than those contained herein, and assume full liability for acts or omissions by its Representatives that are inconsistent with its obligations under this Agreement; (c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party. ~~Nothing contained herein is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are governed by Federal Rule of Evidence 408.~~

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for

disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided **that the Receiving Party will disclose only that portion of the requested Confidential Information that, in the written opinion of its legal counsel, it is required to disclose.** The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a two-year term (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the second year). Notwithstanding the foregoing, the Receiving Party's duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from 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 injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to Disclosing Party all tangible material embodying any Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the

parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) 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 reasonable document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. **Notice of Breach.**

Receiving Party shall notify the Disclosing Party immediately upon discovery of, or suspicion of, (1) any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives; or (2) any actions by Receiving Party or its Representatives inconsistent with their respective obligations under this Agreement, Receiving Party shall cooperate with any and all efforts of the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. **No Binding Agreement for Transaction.**

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. **Warranty.**

NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. ~~Neither Party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement. The Disclosing Party shall~~

have no liability to the Receiving Party (or any other person or entity) resulting from the use of the Disclosing Party's Confidential Information or any reliance on the accuracy or completeness thereof.

11. **Miscellaneous.**

(a) 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 a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of _____ (state) applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof. The Federal and state courts located in _____ (state) shall have sole and exclusive jurisdiction over any disputes arising under, or in any way connected with or related to, the terms of this Agreement and Receiving Party: (i) consents to personal jurisdiction therein; and (ii) waives the right to raise *forum non conveniens* or any similar objection.

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

(d) Although the restrictions 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. If 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 will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without

the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(g) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

(h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party

Receiving Party

By_____

By_____

Name:

Name:

Title:

Title: