

WEBINAR JOINT CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement ("Agreement") is made and entered into by Red M. Alinsod, MD, and the Signee below.

WHEREAS, Dr. Alinsod desires to furnish Signee with certain proprietary information and services which it considers to be confidential; and

WHEREAS, it is also anticipated that Dr. Alinsod may make certain disclosures of proprietary information related to its business to signee referred to as "Confidential Information".

NOW, THEREFORE, Signee and Dr. Alinsod agree as follows:

1. DEFINITION: "Confidential Information" shall mean all information disclosed by either party to the other,

- A. For the purpose of this Agreement, the following information shall **not** be deemed "Confidential Information":
 - i) Information which, at the time of disclosure or thereafter, becomes part of the public domain without breach of this Agreement by either party;
 - ii) Information which is lawfully in the receiving party's possession prior to disclosure by the disclosing party as shown by written records;
 - iii) Information which is lawfully disclosed to the receiving party by a third party which did not acquire the same under an obligation of confidentiality to the disclosing party; or
 - iv) Information which is independently developed by the receiving party without reliance on the Confidential Information.

2. AGREEMENT: The party receiving the Confidential Information agrees that (a) it will use such Confidential Information for its internal purposes only and shall not distribute, disclose, or disseminate such information in any way to anyone except its employees who have a need to know such information; (b) that the Confidential Information shall be used solely for the benefit of the disclosing party and for the purposes for which the disclosure was made; (c) all Confidential Information shall remain the property of the disclosing party and all Confidential Information that has been reduced to written or other recorded form (regardless of its type) and any and all copies thereof shall be returned or destroyed by the receiving party upon request by the disclosing party and, in any event, when the receiving party's need for the Confidential Information to perform its obligations the disclosing party for which disclosure was made no longer exists; (d) the receiving party shall not utilize any Confidential Information received under this Agreement for the manufacture of articles sold or offered for sale to anyone other than the disclosing party; and (e) the receiving party shall exercise reasonable efforts (the same efforts it customarily exercises relative to its own information of a confidential nature) to prevent reproduction, disclosure to any third party or use for any purpose not requested by the disclosing party in writing of any

Confidential Information. All persons within, or affiliated with, receiving party's company to whom disclosure is to be made shall be advised of receiving party's obligation under this Agreement.

3. REMEDY: The parties agree that any breach by the receiving party of Confidential Information of the covenants and agreements contained in this Agreement will result in irreparable injury to the disclosing party for which money damages cannot adequately compensate. Therefore, in the event of any such breach or any threat of such breach, the disclosing party shall be entitled (in addition to any other rights and remedies which it may have at law or in equity) to have an injunction issued by any competent court of equity enjoining and restraining the receiving party and/or any other person involved therein from committing or continuing such breach. In addition, in the event of any breach the disclosing party shall have the right to require the receiving party to account for and pay over to the disclosing party all compensation, profits, monies, accruals, or other benefits (collectively, "benefits") derived or received by the receiving party as a result of any transactions constituting such breach and the receiving party shall account for and pay over such benefits to the disclosing party.

4. ENTIRE AGREEMENT: This document contains the entire agreement between the parties as to the subject matter hereof and supersedes any previous or contemporaneous understandings, commitments, or agreements, or writings as to such subject matter.

5. LAW GOVERNING: This Agreement shall be governed by the laws of the State of California without regard to its conflict of law and provisions.

6. TERM: The obligations of the receiving party of Confidential Information under this Agreement shall continue for a period of three (3) years from the date first written above.

7. MISCELLANEOUS: This Agreement: (a) may be amended or modified only by a written instrument signed by the party against whom enforcement is sought; (b) shall be binding upon the parties hereto and their successors and assigns, but neither of the parties hereto shall assign this Agreement without prior written consent of the other party; and (c) the invalidity or unenforceability of any provision of this Agreement shall not effect the remaining portions thereof.

Signature

Print

Date

Signature

Red Alinsod MD
Director

Date