

NON-DISCLOSURE AND INTELLECTUAL PROPERTY RIGHTS AGREEMENT

Important Information: Please print off this agreement, fill out the ____ blanks with your information, and sign it at the end. When finished, please scan it back into your computer, then send the scanned signed copy to ian@safemoney.com. We will then consider you for the opportunity to be part of the qualification process for affiliation with this program. We appreciate your interest. Thank you!

This Agreement is between Federal Benefits Information Center Inc., FBIC Planning LLC, and Safe Money Broadcasting (collectively "OWNERS") and _____ located at _____ ("RECIPIENT").

WHEREAS, OWNERS have developed through substantial effort, research, time, and expense certain design concepts, methodologies, copyrightable material and trade secrets directed and related to financial planning for federal employees ("INFORMATION");

WHEREAS, OWNERS desire to disclose the INFORMATION on a confidential basis to RECIPIENT solely for the purposes of evaluating the INFORMATION for business arrangements; and

WHEREAS, OWNERS wish to maintain the confidentiality of the INFORMATION and the protection of OWNERS intellectual property rights.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. CONFIDENTIAL INFORMATION

- A. OWNERS agree to disclose INFORMATION to RECIPIENT to facilitate business dealings between the parties.
- B. RECIPIENT agrees to receive such INFORMATION and to refrain from copying, disclosing, using, selling, replicating any portion of the INFORMATION for their own use or use by a third party outside of an agreement with the OWNER, or offering for sale any, and all, of said INFORMATION, other than at the request of OWNERS, with the exceptions as provided in paragraph C herein. RECIPIENT agrees to keep confidential and refrain from disclosing any, and all, of the INFORMATION, and to take all necessary and reasonable steps to prevent unauthorized disclosure or use of any, and all, of the INFORMATION.
- C. Notwithstanding paragraph B, RECIPIENT shall not be liable for disclosure or use of INFORMATION only if, and only to the extent that, said INFORMATION was in the public domain at the time it was disclosed by OWNERS, or was known to and recorded in writing by RECIPIENT prior to the time of disclosure by OWNERS, or is received from a third party or passes into the public domain without breach of this Agreement. With respect to any INFORMATION known by RECIPIENT prior to the time of disclosure by OWNERS that RECIPIENT believes to constitute the INFORMATION, or any portion thereof, RECIPIENT shall disclose to OWNERS an adequate written description of the INFORMATION within fourteen (14) days of the disclosure by OWNERS.
- D. This is not an offer for sale or license. No right or license is granted by OWNERS to RECIPIENT in connection with the INFORMATION disclosed under this agreement. All documents or materials constituting the INFORMATION and all reproductions thereof shall at all times remain the sole property of OWNERS and shall promptly be returned by RECIPIENT upon request.
- E. This Agreement shall remain in force despite disclosure of the INFORMATION by OWNERS in the form of patent applications, copyright applications or other disclosures by OWNERS.

II. RESTRICTIONS

- A. Except for the express written consent of OWNERS, RECIPIENT agrees:
 - 1. Not to use or disclose to another person or entity any confidential information of OWNERS;
 - 2. Not to make, or cause to be made, any copies, facsimiles or other reproductions including data files of any documents containing confidential information of OWNERS, replicating any portion of the INFORMATION for their own use or use by third party outside of an agreement with OWNER; and
 - 3. To use all other reasonable means to maintain the secrecy and confidentiality of the confidential information of OWNERS.
- B. RECIPIENT further agrees, at the request of OWNERS:
 - 1. To immediately return to OWNERS all the items in the possession of RECIPIENT which relate to or which disclose in whole or in part any confidential information of OWNERS; and
 - 2. To refrain from using or disclosing to any other person or entity any confidential information of OWNERS.

III. PENALTY FOR DISCLOSURE: LIQUIDATED DAMAGES

Recipient recognizes that disclosure of the INFORMATION would irreparably harm OWNER, and the damages of such harm would be difficult to calculate. As such, immediately upon unauthorized disclosure of the INFORMATION, the RECIPIENT shall be liable to the OWNERS for a reasonable liquidated damages in the amount of "ONE HUNDRED THOUSAND DOLLARS" per occurrence, or the maximum allowable amount permitted by law.

IV. ARBITRATION

- A. Any controversy or claim arising out of this Agreement or any alleged breach of this Agreement shall be resolved by means of binding arbitration before a single arbitrator in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association, including the Optional Rules for Emergency Measures of Protection. The arbitration shall be held in Tampa, Florida or any other place agreed upon at the time by the parties. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation.
- B. A party may apply to the arbitrator seeking injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved. A party also may, without waiving any other remedy, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party pending the arbitrator's appointment or decision on the merits of the dispute. If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable out-of-pocket expenses related to the arbitration, including filing fees, arbitrator compensation, attorney's fees and legal costs.
- C. The arbitrator shall issue a reasoned award. Judgment upon the arbitrator's award may be entered in any court having jurisdiction. The arbitration proceedings and arbitrator's award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management and to family members of a party who is an individual.
- D. The arbitrator shall require exchange by the parties of (i) the name and, if known, address and telephone number of each person likely to have knowledge of relevant information, identifying the subjects of the information, and (ii) non-privileged documents, including those in electronic form, that are relevant to the issues raised by any claim, defense or counterclaim or on which the producing party may rely in

support of or in opposition to any claim, defense or counterclaim. The arbitrator shall limit such production based on considerations of unreasonable expense, duplication and undue burden.

1. These exchanges shall occur no later than a specified date within 60 days following the appointment of the arbitrator. At the request of a party, the arbitrator may at his or her discretion order the deposition of witnesses. Depositions shall be limited to a maximum of three depositions per party, each of a maximum of four hours duration, unless the arbitrator otherwise determines. The arbitrator may allow such other discovery as he or she determines is reasonably necessary for a fair determination of the dispute. Any dispute or objections regarding discovery or the relevance of evidence shall be determined by the arbitrator. All discovery shall be completed within 120 days following the appointment of the arbitrator, unless the arbitrator otherwise determines.

V. NO WAIVER

Failure at any time to require performance of any of the provisions herein shall not waive or diminish a party's right thereafter to demand compliance therewith or with any other provision. Waiver of any default shall not waive any other default. A party shall not be deemed to have waived any rights hereunder unless such waiver is in writing and signed by a duly authorized officer of the party making such waiver.

VI. SEVERABILITY

Should a court of competent jurisdiction find that any portion of this Agreement is invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall use reasonable efforts to substitute a valid, legal, and enforceable provision that implements purposes of the provision so held invalid, illegal, or unenforceable to any extent permissible under the law.

VII. MERGER/MODIFICATION IN WRITING

RECIPIENT agrees that this Agreement shall supersede all prior agreements and shall not be modified by either party except in writing and by agreement between both parties. Notwithstanding this paragraph, RECIPIENT shall honor all prior obligations concerning confidentiality of OWNERS'S confidential INFORMATION.

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. RECIPIENT agrees that RECIPIENT may not assign this Agreement or any rights or obligations hereunder without the prior written consent of OWNERS. All covenants and agreements in this Agreement by RECIPIENT shall bind its successors and assigns, whether so expressed or not.

VIII. CHOICE OF LAW; VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to its choice or conflict of law principles. The venue or any claim or action arising out of or relating to this agreement shall be brought and in court of competent jurisdiction in Monroe County Florida and the United States District Court for the Southern District of Florida.

IN WITNESS WHEREOF, the parties have executed this agreement as of the latest date indicated below.

**OWNERS
FEDERAL BENEFITS
INFORMATION CENTER INC.**

RECIPIENT

SAFE MONEY BROADCASTING

(Signature)

(Signature)

(Signature)

(Date)

(Date)

(Date)

**OWNERS
FBIC PLANNING LLC**

(Signature)

(Date)