

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “*Agreement*”) is entered into as of _____ (the “*Effective Date*”) by and between First US Finance, a finance company in California headquartered at 5154 Goldman Ave., Moorpark, California and _____.

The parties desire to pursue certain business discussions solely for the purpose (the “*Business Purpose*”) of evaluating a possible business transaction between themselves. In connection with such discussions, the parties may elect to make available and disclose to one another certain of their confidential information solely for the Business Purpose.

Accordingly, in consideration of the disclosure of any such confidential information by either party to the other, and the mutual agreements of the parties set forth in this Agreement, and to facilitate the evaluation of the possible business transaction described above, the parties agree as follows:

1. Definition of “Confidential Information.” As used in this Agreement, “*Confidential Information*” means all information disclosed by one party to this Agreement (the “*disclosing party*”) or its agents to the other party (the “*receiving party*”) (or to the receiving party’s attorneys, accountants or other professional advisors, collectively, its “*Representatives*”) in connection with the Business Purpose, including without limitation, information regarding such disclosing party’s products, computer software, technology, agreements, customers, suppliers, financial condition, business plans or strategies and also includes all information contained in any notes, analyses, compilations, studies, interpretations or other documents prepared by the receiving party or its Representatives which contain, reflect or are based upon, in whole or in part, the information furnished by the disclosing party or its agents; provided, however, that Confidential Information will not include information that:

- (a) is as of the Effective Date, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or readily ascertainable through proper means to persons knowledgeable in the relevant industry;
- (b) was acquired by the receiving party by proper means without restriction as to use or disclosure before receiving such information from the disclosing party;
- (c) is hereafter rightfully furnished to the receiving party by a third party, without restriction as to use or disclosure; or
- (d) was independently developed by the receiving party without use of the disclosing party’s Confidential Information.

2. Restrictions on Use and Disclosure. Each party agrees: (a) to hold the other party's Confidential Information in strict confidence; (b) not to disclose such Confidential Information to any third parties (other than on a confidential basis to its Representatives in furtherance of the

Business Purpose); and (c) not to use any Confidential Information for any purpose except for the Business Purpose. Each party may disclose the other party's Confidential Information to its employees with a bona fide need to know, but only to the extent reasonably necessary to carry out the Business Purpose. Each party agrees to instruct all such employees that they may not use such Confidential Information for any purpose other than the Business Purpose and (except as permitted by the terms of this Agreement) not to disclose such Confidential Information to third parties, including consultants, without the prior written consent of the disclosing party.

3. Non-Disclosure of Transaction. Neither party will, without the prior written consent of the other party, disclose to any third party (except as permitted by the terms of this Agreement) the fact that any Confidential Information has been disclosed hereunder, that discussions or negotiations are taking place concerning a possible transaction involving the parties or any of the terms, conditions or other facts with respect thereto (including the status thereof); provided, however, that a party (and its Representatives) may make such disclosure if, in the reasonable opinion of counsel for such party, such disclosure is required by law.

4. Required Disclosure. In the event that the receiving party or any of its Representatives is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information of the other party, such receiving party shall provide the disclosing party with prompt written notice of any such request or requirement so that the disclosing party may seek a protective order, confidential treatment or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order, confidential treatment or other remedy or the receipt of a waiver by the disclosing party, the receiving party or its Representatives are requested or required to make the disclosure and, in the reasonable opinion of legal counsel for such receiving party, legally compelled to disclose the disclosing party's Confidential Information to any court, tribunal or agency or else stand liable for contempt or suffer other censure or penalty, the receiving party or its Representatives may, without liability hereunder, disclose to such tribunal or agency only that portion of the disclosing party's Confidential Information which such counsel advises is legally required to be disclosed, provided that the receiving party and its Representative exercise their best efforts to preserve the confidentiality of the disclosing party's Confidential Information, including, without limitation, by cooperating with the disclosing party to obtain an appropriate protective order or other assurance that confidential treatment will be accorded the disclosing party's Confidential Information by such tribunal or agency.

5. Return/Destruction of Confidential Information. A disclosing party may, at any time, deliver written notice (a "**Termination Notice**") to the receiving party of the disclosing party's election to have all tangible materials (including without limitation paper and magnetic storage media) in the possession of the receiving party (or its Representatives) which contain, reflect, are based upon or derived from, in whole or in part, any of the disclosing party's Confidential Information ("**Confidential Materials**") either returned to the disclosing party or, at the receiving party's election, destroyed. Upon receipt of a Termination Notice, the receiving party shall, within twenty (20) calendar days, either: (i) return the Confidential Materials in its possession to the disclosing party and instruct its Representatives to do the same; (ii) destroy the Confidential Materials in a secure manner and instruct its Representatives to do the same; or (iii) at the receiving party's election, take any combination of steps (i) and (ii). Notwithstanding any

return or destruction of Confidential Materials, each receiving party will continue to be bound by its obligations under this Agreement with respect to Confidential Information contained or reflected in such Confidential Materials.

6. No License Or Other Rights. Nothing contained in this Agreement will be construed as granting any rights to the receiving party, by license or otherwise, to any of the disclosing party's Confidential Information except as expressly specified in this Agreement.

7. Nonsolicitation of Employees. Beginning on Effective Date and continuing for a period of 60 months thereafter, neither party will, either for itself or for any other person or entity, directly or indirectly, solicit, induce or attempt to induce any employee of the other to terminate his or her employment with the other party. The parties agree that general solicitation or recruitment of prospective employees through newspaper advertising or job fairs shall not be deemed a violation of this provision.

8. Injunctive Relief; Legal Fees and Expenses. Each party acknowledges that any violation of the terms of this Agreement would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the other party will have the right to obtain equitable relief, including an injunction or specific performance, as a remedy for any breach of the terms of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach. In the event of litigation arising from or relating to this Agreement, the party which is found to be the prevailing party by a court of competent jurisdiction in a final, non-appealable order shall receive from the non-prevailing party the reasonable legal fees and expenses, including attorney fees, incurred by the prevailing party in connection with such litigation, including any appeal there from.

9. Governing Law; Jurisdiction and Venue. The internal laws of the State of California (irrespective of its choice of law principles) will govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto. Each of the parties hereby irrevocably consents to the exclusive jurisdiction of and venue in the United States District Court sitting in Los Angeles, California in connection with any litigation of a dispute between them arising from or relating to this Agreement and waives any and all right to object to the jurisdiction of such court or to claim that venue in such court is not proper.

10. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect to such subject matter.

11. Amendment and Waivers. Any term or provision of this Agreement may be amended only by the written consent of each of the parties hereto. The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. The waiver by a party of any breach hereof or default in the performance hereof will not be deemed to constitute a waiver of any other default or any succeeding breach or default.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of

which together will constitute one and the same instrument. This Agreement will become binding when one or more counterparts hereof, individually or taken together, will bear the signatures of all parties reflected hereon as signatories.

13. Non-Compete and Non-Circumvent. Parties agree that during the term of this Agreement, to the full extent allowable under California law parties will not, whether as proprietor, partner, shareholder, director, employee, agent or consultant, directly or indirectly contact or solicit to develop any parties introduced by the other party and for 60 months following termination of the parties' agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

First US Finance [_____]

By: _____ By: _____

Typed Name: Lester Salvatierra Typed Name: _____

Title: Director Title: _____

[Signature page to Mutual Non-Disclosure Agreement.]