



Volunteer Application Form

CONFIDENTIAL

Personal details

Name _____

Address _____

_____ Zip code _____

Tel no (day) _____ Tel no (evening) _____

E-mail _____

What is your Preferred contact? Phone call? _____ Email? _____ Text? _____

Age (if under 16 years or over 85 years due to insurance purposes) _____

If applying for a specific volunteering vacancy, please state which role and location?

Volunteer interest – please circle those areas of volunteering you are interested in (it is okay to have more than one).

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Administration | <input type="checkbox"/> Internet/computer work | <input type="checkbox"/> Medical/CPR | <input type="checkbox"/> Photography/videography |
| <input type="checkbox"/> Fundraising | <input type="checkbox"/> Audio/visual | <input type="checkbox"/> Group Volunteering | |
| <input type="checkbox"/> Helping at events /logistics | <input type="checkbox"/> Committee work | <input type="checkbox"/> Mentoring/Deep background check required | |

Availability – at what times are you available for volunteering?

Flexible * Daytime * Weekends *Evening

Weekdays Specific time _____

Are you currently employed?

Where?	Job title?
---------------	-------------------

How often would you be able to offer the above availability?

Your past volunteering experience if any ?

Organization?	Role?	Length of time?

Tell us about yourself?

Why do you want to volunteer with YLA ?

What do you love to do? Skill and hobbies?

Reference (please provide details of two people, not related to you, who we may ask for a reference)

Name _____

Name _____

Address _____

Address _____

Zip code _____

Zip code _____

Telephone no _____

Telephone no _____

Relationship of referee to you _____

Relationship of referee to you _____

The information you have provided on this form will be processed in line with the Data Protection Act 1998. To process your application, we may need to disclose the information we receive from you to others.

I agree to the YLA processing and retaining the personal information contained on this form for any purposes connected to my application or my health and safety while on the premises.

All applicants/volunteers must agree to and pass a basic background check for VIOLENT/ SEXUAL/ FELON CRIMES. ANY CONVICTIONS AGAINST CHILDREN is an AUTOMATIC DIQUALIFICATION.

Signature _____

Date _____

Your details may be kept on a volunteer database and we may use the data to keep you up to date with other volunteer opportunities and YLA news.

When completed, please return this form to:

YOUTH LEADERSHIP AUTHORITY

112 S. Water Street

Henderson NV, 889015

702-720-2760

For YLA use only

Date of interview: _____

Name of interviewer: _____

Will volunteer undertake a volunteering activity? Yes/no If yes, which activity will volunteer carry out? _____

If no, detail reason(s) why: _____

Date of induction (if applicable): _____



YLA Volunteer Agreement and Registration form

Name: _____
Tel. No.: _____
Mailing Address: _____
Dates of Service: _____ to _____
Emergency Contact Name/Tel. No.: _____
Sponsoring Department: ASPTL Series YLA
Supervisor of Volunteer: _____ --
Description of Volunteer Duties: _____

Location where Volunteer will Perform Duties: _____

As a Volunteer, I understand and agree to the following:

1. I am volunteering to perform the volunteer duties identified above solely for my personal benefit without promise or expectation of compensation, benefits, or future employment from Youth Leadership Authority (YLA). I acknowledge that, in exchange for my service as a volunteer, I have neither been promised any consideration nor do I expect to receive any consideration, except as indicated in Paragraph 8.
2. I understand that the YLA and/or I may end my volunteer services at any time without further obligation one to the other, and for any reason, and without advance notice.
I understand and agree that as a volunteer, I will not be acting as a YLA employee or student.
3. I will familiarize myself with and abide by all YLA policies, including those regarding Code of Conduct, Confidentiality, Social Media Policy and Safety. I agree to abide by all applicable rules and regulations of the YLA and any of the departments or units where I engage in volunteer activities.
4. I agree to perform my volunteer duties under the direction and control of the authorized YLA official identified above or such other authorized YLA official as is later designated to supervise my volunteer work.
5. I agree to cooperate with any screening and background checks required by the YLA prior to my performance of any volunteer duties.
6. I understand that volunteers are **not** covered by workers' compensation insurance for injuries or illness resulting from their volunteer activities and are strongly encouraged to obtain their own medical insurance before participating in this structured volunteer program. I understand that the YLA will not provide me with accident or medical insurance, and is not responsible for any accident or medical expenses that I incur in the course of volunteering.
7. I understand that my participation as a volunteer may involve certain risks that have been explained to me, including, but not limited to, Covid19
I voluntarily accept these risks. Initials _____.
8. I further understand that during the volunteer period designated above, I agree to serve as a volunteer with Youth Leadership Authority by participating in the structured volunteer program organized, controlled, and directed by Youth Leadership Authority as described in the description of duties above, which are for the sole purpose of carrying out the functions of Youth Leadership Authority.



9. I agree not to disclose any confidential information concerning students, programs, YLA operation data, details about our work, details of current projects, future projects, financial information or information held on our supporters, staff, members, students or volunteers, and other confidential information of which I may learn in the course of my volunteer service.

10. My performance of the Volunteer Duties is purely voluntary, and I agree to assume all risk associated therewith. I do hereby release, waive, discharge and covenant not to sue the Youth Leadership Authority and the Board of Youth Leadership Authority their members individually and their officers, directors, agents, trustees, board members, employees, volunteers, contractors, representatives, successors, and assigns, individually and in any capacity (collectively, the "YLA ") from all liability, loss, damage, costs, expenses, or claims resulting from or in connection with my volunteer status or duties, including personal injury, death, or damage to property arising out of my volunteer activities. I also agree to indemnify and hold the YLA harmless from all claims, demands, causes of action, actions, judgments or other liability including reasonable attorneys' fees arising out of, resulting from or in connection with my volunteer status or duties.

Volunteer:

Approved by:

Signature

Date

YLA Authorized officer

Date



Volunteer Code of Conduct

YLA's highest value is its commitment to the safety, welfare, and well-being of all people participating in its programs.

YLA will act without hesitation to promote its core values HRPKH (Honesty, Respect, Peace, Kindness, Humility).

Volunteers must demonstrate appropriate behavior at all times.

In addition, A volunteers must:

- Conduct themselves in a manner consistent with their volunteer role as a representative of YLA.
- Follow all YLA policies and guidelines
- Treat all program participants, families, fellow volunteers, and staff members with respect.
- Raise any concerns or issues with the appropriate volunteer or staff member.
- Immediately report to the appropriate YLA staff when any allegation is made or suspicion of any type of abuse is present. This includes verbal, emotional, physical, or sexual abuse.
- Give care and respect to participants concerning any information that may be viewed as sensitive and should be treated as confidential information.
- Must be in alignment with YLA Core Value both in person and on social media

YLA volunteers must never:

- Force participants into any activity which makes them feel uncomfortable.
- Hold or touch a participant in a manner that is inappropriate or perceived as inappropriate by the participant.
- Make lewd, racist, ethnic, or sexually suggestive comments or jokes.
- Send texts or social media messages that include any language or images that could be interpreted as suggestive, sexual, or otherwise inappropriate.
- Contact participant outside of YLA approved communication channels.
- Discriminate based on issues related to gender, ability, race, religion, class, age, national origin, marital status, ethnicity, or sexual orientation.

While touching and physical contact can be appropriate, it should be:

- In response to an appropriate need of the minor and not a need or want of the adult;
- Done with the minor's permission; resistance should be respected.
- Respectful, avoiding breasts, buttocks, and groin; and
- Open and non-secretive.

For example, sitting on an adult's lap may be appropriate for a 3-year-old child, but it is not appropriate for a 16-year-old teenager.

YLA supports the rights and well-being of our participants and their families, volunteers, and staff members, and it encourages their active participation in building and maintaining a safe environment for all participants.

Volunteer Signature and print name

Date



Volunteer Social Media Policy

We know that YLA Volunteers are very passionate about advancing the YLA mission. Volunteers make the world a better place through their efforts across the United States. We believe in open communication, and we encourage volunteers to tell the world about their volunteer experience and passion. However, social media and online communication are changing the way that everyone interacts, including with students, their families and communities.

YLA is committed to ensuring that volunteers engage with social media responsibly by demonstrating positive behavior that is not detrimental to themselves, other users, or to the organization's reputation. Please review the Social Media Policy below for practical advice about engaging online as an YLA Volunteer.

Who are these guidelines for?

These guidelines are for all YLA Volunteers who participate in social media or online communication, including personal blogs and other websites, Instagram, Facebook, Facebook Group, LinkedIn, Twitter, YouTube, TikTok, Snapchat, or others. These guidelines apply to online activity on one's own sites/accounts and on sites/accounts of others.

Best Practices

As a representative of YLA, a volunteer's online activity can have an impact on YLA's reputation. We ask that all YLA Volunteers understand and follow these guidelines:

- 1) Be a friend to YLA by engaging with YLA accounts by liking, sharing, and commenting on posts. Add value to the conversation about the important work that we do, protecting the interests of YLA, our participants, and our stakeholders.
- 2) Use common sense and abstain from posting content that is unlawful, obscene, harmful, threatening, abusive, harassing, defamatory, vulgar, libelous, invasive of another's privacy, or hateful. Behavior that demonstrates discrimination based on race, ethnicity, sexual orientation, or gender violates YLA's values.
- 3) It is recommended to set your personal accounts to "private" (only your friends/contacts can see your content), especially if you have YLA listed as an organization that you represent as a volunteer. Please remember that even in cases where only your contacts can view your account, the permanence and transferability of anything published or posted online means that there is a possibility that what you have posted may be made visible to a wider audience or taken out of context.
- 4) Understand that perception is reality. In online social networks, the lines between public and private, personal, and professional are blurred. By identifying yourself as an YLA Volunteer, you are creating perceptions about your expertise and about YLA. Ensure that all content associated with you is consistent with your role and with YLA values and standards.
- 5) To ensure the privacy of students and YLA Members:
 - Never share a student's full name or contact information in posts outside of YLA approved channels of communication.
 - Never make publicly available any photos of students outside of YLA approved channels of communication.
 - Never tag students in photos outside of YLA approved channels of communication.
 - Never contact student outside of the YLA approved channels of communication



6) Ensure that all YLA members have consented to the use of their photos on social media before posting photos or videos of them. When communicating with students using social media or other electronic communication, always remember the following guidelines:

- Your message could be saved and shared with others out of context. Out of context, messages can be easily misinterpreted. Always take a moment to reflect on the appropriateness of your message before you click send.
- Include other people in the conversation. Whenever possible, text using group messages rather than one-on-one messages. Group messages—sent to multiple YLA participants and/or adults—are less likely to be interpreted as overly personal or suggestive. In a group text, multiple people will be available to help if anyone shares an inappropriate message, photo, or video.
- Don't overuse texts or social media. Participants might feel uncomfortable if you text or send social media messages too often. Send messages, when necessary, as related to YLA matters. Otherwise, allow participants to start the conversation.
- Model safe messaging and lead by example. Show participants how to communicate safely using texts and social media. If a participant shares an inappropriate message or photo, remind the participant:
 - This type of messaging is not allowed at YLA.
 - Sharing inappropriate texts or photos can put them at risk of drawing unwanted attention.
 - Sharing explicit content, even with friends, can have very serious legal consequences in the US.

7) Just like we tell our students, please remember that the internet never forgets. This means that everything that you publish online can be visible to the world for a very, very long time, and you are responsible for what you post on your own site/account and on the sites/accounts of others.

8) Keep in mind that you are a representative of YLA. The YLA Volunteer Agreement that you signed includes a Code of Conduct that outlines expectations of YLA Volunteers, which includes YLA core values Honesty, Respect, Peace, Kindness, Humility, treating others with respect and acting as an appropriate representative of YLA. Disparaging YLA in an online forum is not appropriate behavior of an organizational representative. A volunteer's association with YLA may be reviewed if their online activity violates the Volunteer Agreement.

Social Media Policy and Guidelines Acknowledgment

I, _____ acknowledge that I have received YLA Volunteer Social Media Policy and Guidelines. I also understand that I'm responsible for reviewing the policy and comply with all of its provisions.

Volunteer Name (Please Print)

Date

Volunteer Signature

YLA Authorized Officer

Date



Youth Leadership Authority Hold Harmless Waiver Agreement

I, _____, the undersigned agree for myself, release from all liabilities, claims, demands actions or causes of action that I may have on account of any injury, loss of damage to his/her person or property arising from his/her presence, attendance or participation in Nevada and at Camp Pendleton, California, or during training and community service in Southern Nevada.

All participants, the City of Henderson, Henderson Fire, Henderson Police, Youth Leadership Authority staff, Youth Leadership Authority volunteers, Youth Leadership Authority Board Members and all its community partners accept freely to participate in all Community Service events and programs by Youth Leadership Authority (hereinafter referred to as YLA) in Southern Nevada from: **January 1st – December 31st of 2024**

I also authorize YLA or their agents to render all necessary medical care. This includes, but is not limited to, the procurement and authorization of any and all medical and hospital care and treatment, including major surgery, deemed necessary by a dully licensed physician in any military or civilian hospital, dispensary, doctor's office, medical facility or at any other place, if such treatment or surgery is recommended to be in the best interest of the health and welfare, and that every effort will be made to contact me immediately.

I have executed in this agreement, with full knowledge and understanding of its contents and accept all terms for the purposes and considerations set forth herein.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

YLA has put in place preventative measures to reduce the spread of COVID-19; however, YLA **cannot guarantee** that you or anyone that is participating will not become infected with COVID-19. Further, **participating with YLA could increase** your risk of contracting COVID-19.



Youth Leadership Authority Hold Harmless Waiver Agreement

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending YLA events & activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at YLA may result from the actions, omissions, or negligence of myself and others, including, but not limited to, YLA employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my may experience or incur in connection with my attendance at YLA or participation in YLA programming. On my behalf, and on behalf, I hereby release, covenant not to sue, discharge, and hold harmless YLA, its employees, agents, and representatives, of and from YLA programming, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any YLA programming based on the actions, omissions, or negligence of YLA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any YLA programs.

Initial

I acknowledge that I am not currently experiencing Covid 19 symptoms and to my knowledge I have not I been in contact with anyone who has had Covid 19.

PRINT NAME

Date: _____

SIGNATURE

ADDRESS: _____

Street

(Apt or Space #)

City

County

State/Zip

(____) _____

Phone Number

(____) _____

2nd Contact Phone Number

Email : _____



PHOTO / VIDEO / FILM RELEASE

Youth Leadership Authority (YLA) may encounter the news media, video and film crews, or photographers hired by YLA for the purpose of taking promotional or publicity photographs, video or film. There is a possibility that students and adults attending programs will be photographed. I give my consent to authorize YLA, or any entity or person authorized or designated by them the use and reproduction of any and all photographs, video or film taken of the person named as the subject of this application during YLA training or related activities & programs. I understand there will be no compensation to me. All negative and positives, together with said prints, video or film are the property of YLA or the entity or person authorized or designated by it, solely and completely. I also waive any right to inspect or approve any photo, video or film taken during said training or related activities. I affirmatively release and discharge YLA from responsibility for any distortion or manipulation, whether intentional or otherwise, of photos, video or film taken of your child while a participant in YLA Programs.

Permission & Waiver

I, the undersign, do hereby certify that I have read and fully understand the attached release and waiver; that I have fully consented to such release and & waiver.

Furthermore, I certify that this application is complete, correct, and true to the best of knowledge.

Print Name

Date

Signature

“Building America’s Youth...One Teenager at a Time”

<http://www.youthleadershipauthority.com>

info@youthleadershipauthority.com

112 Water Street Suite #122 Henderson, Nevada 89015

Phone Number: 702-720-2760

NON-DISCLOSURE AGREEMENT

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

The Recipient hereto desires to participate in discussions regarding _____ (the "**Transaction**"). During these discussions, Disclosing Party may share certain proprietary information with the Recipient. 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, 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; 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 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: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) 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 Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of 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 or 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 and require such Representatives to keep the Confidential Information confidential; (c) shall 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).

Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

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 in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. 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 parties' 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 the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from 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 or word processing 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 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 any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by 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.**

Each party warrants that it has the right to make the disclosures under this Agreement. **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 either party as 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.

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 Nevada (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 Nevada (state) shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(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 Part

Receiving Party

By: _____
Name:
Title:

By _____
Name:
Title: