CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement") is entered into by and between the MARJAREE MASON CENTER, INC., a California non-profit corporation ("Center") and _____, a California _____ ("Vendor"), is dated for reference purposes, notwithstanding the actual date of execution, and is effective as of _____,2026.

A. Center provides services to victims of domestic violence and must follow certain privacy laws including, but not limited to, the Violence Against Women Act's Confidentiality Provision.

B. Center is in the process of planning and developing additional facilities (the "Project") and Vendor wishes to explore a potential business relationship in which Vendor may provide certain services to Center related to the Project.

C. The purpose of this Agreement is to protect the confidentiality of information that Center discloses in confidence to Vendor including, without limitation, the location and uses of the Project (the "Purpose").

D. As a condition to furnishing such information, Vendor agrees to respect the confidential nature of the Confidential Information (as defined below) disclosed by Center by using the Confidential Information only for evaluation and/or participation in the Project and by protecting the Confidential Information from unauthorized use or disclosure as provided in this Agreement.

Accordingly, in consideration of the mutual agreements of the parties set forth in this Agreement, the parties agree as follows:

1. Definitions:"Confidential Information" means any and all information furnished or caused to be furnished to Vendor by or on behalf of Center, including, but not limited to, (i) the location of any existing or potential housing or sites provided by the Center, (ii) financial budgets, projections, strategies and plans, (iii) the location of the Project, (iv) information concerning current or targeted vendors, clients, constituents, business participants and partners, (v) client and donor relationships and contacts, (vi) employee information, (vii) the existence and subject matter of this Agreement, (viii) the parties to this Agreement, (ix) the Purpose, and (x) proprietary or confidential information of any third party who may disclose such information to Center in the course of its operations, collaborations, including data or know-how of a third-party to which Center is bound by a confidentiality, nondisclosure or similar agreement not to disclose. The parties agree that the Confidential Information disclosed to Vendor, whether provided on paper, electronically or orally communicated, or in any other form, is proprietary, has independent economic value and constitutes the confidential and trade secret property of Center. This Agreement applies to all of the Confidential Information disclosed to Vendor, regardless of whether the Confidential Information was disclosed prior to the date of this Agreement.

"Person" shall be interpreted broadly to include any natural person, legal entity, or governmental authority.

"Representatives" means, a party's owners, stockholders, members, partners, directors, officers, managers, employees, accountants, and attorneys, as well as a party's affiliates, agents, contractors, and consultants.

2. Non-Disclosure and Limited Use of Confidential Information. Vendor agrees to hold the Confidential Information in strict confidence and not to disclose, in whole or in part, such Confidential Information to any third party. Vendor may disclose the Confidential Information to Vendor's Representatives, but only to those

(i) who are assisting Vendor in its evaluation of the Purpose and (ii) who are informed of the terms of this Agreement. Vendor shall use, and shall instruct its Representatives to use, the Confidential Information solely for the purpose of evaluating (and, if applicable, negotiating and consummating) the Purpose. Vendor and its Representatives shall not disclose to any Person the fact that Confidential Information has been made available, that discussions or negotiations are taking place concerning the Purpose between Vendor and Center, or any of the terms, conditions, status or other facts with respect to the Purpose or this Agreement. Vendor shall be responsible for any breach of this Agreement by it or any of its Representatives.Legally Required Disclosure. If Vendor or any of its Representatives is required by, statutory or court mandate to disclose any of Center's Confidential Information, Vendor shall notify Center in writing promptly so that Center may, at its sole cost and expense, seek a protective order or other appropriate remedy and/or waive Vendor's compliance with the terms of this Agreement. If such protective order or other remedy is not obtained or Center does not waive compliance with the terms of this Agreement, Vendor or any of its Representatives, as the case may be, (a) shall furnish only that portion of the Confidential Information that it is advised by its legal counsel is legally required, (b) shall give Center written notice of the Confidential Information to be disclosed as far in advance as reasonably practicable and (c) shall, at Center's request and sole cost and expense, exercise best efforts to assist Center in its efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.Degree of Care. Vendor shall use, and shall cause its Representatives to use, the same degree of care (but in no event less than a reasonable standard of care) that is uses to protect its own confidential or proprietary information to protect the confidentiality, and avoid the unauthorized disclosure or use, of Center's Confidential Information.Ownership of Confidential Information. Vendor agrees, on behalf of itself and its Representatives, that all Confidential Information acquired by or disclosed to Vendor and its Representatives shall be and remain the sole and exclusive property of Center. Nothing herein shall be construed as granting any rights, by license or otherwise, to Vendor or its Representatives with respect to any of Center's Confidential Information disclosed pursuant hereto.Return of Confidential Information. Upon the written request of Center or conclusion of the Purpose, Vendor shall return to Center, within ten (10) business days after receipt of such request, all copies of documents and all other tangible items containing Center's Confidential Information. To the extent that either party has prepared summaries, analyses by or for itself or any Representatives, all documents and other writings whatsoever containing, reflecting, summarizing or analyzing any Confidential Information shall be promptly destroyed, and all intangible records and computer or electronic files under its control containing any such documents or other writing shall be promptly and permanently deleted or erased. Vendor shall require that all of its Representatives also destroy any such documents and other writing under their control and permanently delete or erase any such intangible records and computer and electronic files under their control. Vendor shall also promptly provide Center with written confirmation that the requirements of this section have been complied with by Vendor and Vendor's Representatives.No Representations or Warranties. Vendor acknowledges that neither Center nor any of its Representatives has made or makes any express or implied representations or warranties as to the accuracy or completeness of the Confidential Information, except for any representations and warranties made to a party in a possible future definitive agreement relating to the Purpose. Except as to the terms of this Agreement, the parties agree that unless and until a definitive agreement between the parties with respect to the Purpose has been executed and delivered, neither party shall be under any legal obligation of any kind whatsoever with respect to the Purpose, including any obligation to (a) conduct or continue discussions or negotiations, (b) negotiate or enter into a definitive agreement or (c) consummate the Purpose.Continuing Obligations. Except as may be specifically provided in any other written agreement between the parties, the obligations under this Agreement shall continue to apply regardless of whether or not the parties enter into or effectuate a business relationship, project or transaction, and the duties and obligations under this Agreement shall continue to apply during and following any business relationship, project or transaction between the parties.

9. Indemnity. Vendor shall indemnify and hold harmless Center and its Representatives, promptly upon demand and from time to time against any and all losses, liabilities, claims, actions, damages and expenses, including without limitation, reasonable attorney's fees and costs (collectively "Losses") arising out of or related to any breach of this Agreement by Vendor or any of its Representatives.

10. Attorneys' Fees. In the event of any breach or threatened breach of this Agreement by Vendor or any of its Representatives, Center shall be entitled, in addition to all other rights and remedies that may be available at law or in equity, to seek injunctive or other equitable relief, under seal of confidentiality, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction, without the necessity of posting a bond or other security or of proving actual damages. In the event any legal proceeding is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

11. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to its choice of law rules. For purposes of enforcement of this Agreement, each of the parties hereto consent to the jurisdiction of United States federal and state courts in the State of California and to service of process by any reasonable means providing actual notice, including mail. Venue for any action relating to or arising from this Agreement shall be in Fresno County, California.Counterparts. This Agreement may be executed and delivered (including by facsimile or other electronic transmission) in counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same agreement.Amendments and Waivers. This Agreement may not be amended, modified, or waived except by an instrument in writing signed by an authorized representative of each party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.Assignment; No Third-Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and any purported assignment without such consent shall be void and unenforceable. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns, if any. Nothing in this Agreement shall confer any rights, remedies, or claims upon any Person not a party or a permitted assignee of a party to this Agreement.Severability. The invalidity of one or more phrases, sentences, clauses, Sections, or Articles contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.Entire Agreement Headings. This Agreement contains the entire agreement and understanding, and supersedes all prior and contemporaneous agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof. The headings in this Agreement have been inserted for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

WHEREFORE, this Agreement is executed as of the date set forth above.

MARJAREE MASON CENTER, INC.:

Signed: _____	Signed: _____
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____