

MUTUAL CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (the “**Agreement**”) is entered into, by and between

Federated Investment Consortium LLC
2800 Post Oak Blvd, Suite 4100
Houston, Texas 77056

Hereinafter (“**FIC**”), sometimes collectively referred to as the (“**Parties**”) and individually as (“**Party**”).

and

Name and Company

Address

City, State, Zip

Email

Phone

Hereinafter (“**INVITEE**”), sometimes collectively referred to as the (“**Parties**”) and individually as (“**Party**”).

RECITALS

WHEREAS, The FIC is contemplating discussing a Private Business Membership (Membership) opportunity for the INVITEE; and

WHEREAS, in connection therewith, it will be necessary for a Party (the “**Disclosing Party**”) to disclose evaluation material to the other Party (the “**Receiving Party**”) to fully evaluate the potential merits of the Membership.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, and intending to be legally bound hereby, the Parties agree for themselves, their successors and assigns as follows:

1. Evaluation Material; Representatives.

(a) As used herein, “**Evaluation Material**” means all written or oral data, documents, discussions, presentations, information, reports, interpretations, financial statements, forecasts,

records, formula, designs, inventions, drawings, trade secrets, models, prototypes, plans, projections, (whether in written form, electronically stored or otherwise) containing or otherwise reflecting information provided (orally, visually, electronically or in writing) by the Disclosing Party or its Representatives (hereinafter defined) at any time before, on or after the date of this Agreement, to the Receiving Party or its Representatives concerning the Transaction or the Disclosing Party or its Affiliates, and all notes, analyses, compilations, studies, results or data derived from tests, analysis, or evaluation of the Evaluation Materials, interpretations or other documents, whether or not prepared by the Receiving Party or its Representative, that contain, are based upon (in whole or in part) or otherwise reflect such information and regardless of whether or not such information is marked as confidential.

Notwithstanding the foregoing, the following will not constitute “**Evaluation Material**” for purposes of this Agreement:

- (i) Information which was known to or already in the possession of Receiving Party or its Representatives prior to the date hereof, which was not acquired or obtained from the Disclosing Party or its Representatives and which was received from a source that was not prohibited from transmitting the information to the Receiving Party or its Representatives by a contractual, legal or fiduciary obligation;
- (ii) Information which was known to or already in the possession of Receiving Party or its Representatives prior to the disclosure to the Receiving Party by the Disclosing Party or its Representatives and which was received from a source that was not prohibited from transmitting the information to the Receiving Party or its Representatives by a contractual, legal or fiduciary obligation;
- (iii) Information which is obtained by the Receiving Party or its Representatives from a source other than the Disclosing Party or its Representatives that, to the Receiving Party’s actual knowledge or reasonable belief, is not prohibited from transmitting the information to the Receiving Party or its Representatives by a contractual, legal or fiduciary obligation;
- (iv) Information which, at the time of disclosure is, or after the time of disclosure becomes, generally available to the public, other than as a result of a disclosure by the Receiving Party or its Representatives in violation of the provisions of

this Agreement; or

- (v) Information that has been or is independently developed by a Party and not derived from Evaluation Materials of the Disclosing Party (provided such independent development can be documented by written evidence); or
- (vi) Information that was lawfully obtained by the Receiving Party from a third party without violation of a confidentiality obligation (contractual, legal or fiduciary obligation);
- (vii) Information which the Disclosing Party agrees in writing may be disclosed by the Receiving Party; or
- (viii) Information which is released by the Disclosing Party to this parties without restriction on subsequent disclosure.

(b) As used in this Agreement, “**Representatives**” of any Party shall mean the Affiliates of such Party and the respective directors, officers, managers, shareholders, members, equity holders employees, representatives, agents or advisors (including without limitation, attorneys, accountants, consultants, investment bankers and financial consultants) of such Persons. For purposes of this Agreement “**Affiliate**” means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

2. Use of Evaluation Material and Confidentiality.

The Receiving Party agrees and acknowledges that it will, and will cause its Representatives to, hold Evaluation Material of the Disclosing Party in strict confidence. Further, except as otherwise expressly provided in this Agreement, without the prior written consent of the Disclosing Party, the Receiving Party will take all necessary steps to ensure that its Representatives do not (i) disclose any Evaluation Material to any Person other than the Receiving Party and its Representatives who need to review the Evaluation Material to evaluate the Transaction; (ii) use Evaluation Material in any way detrimental to the Disclosing Party and will not use Evaluation Material in any way for any purpose whether for the benefit of the Receiving Party or for the benefit of any other Person (hereinafter defined), whatsoever, other than in connection with evaluating a potential Transaction; (iii) reverse

engineer any Evaluation Material, or any products related to the Evaluation Material; and (iv) analyze, utilize analysis tools or methods to reverse engineer or determine or attempt to determine composition, formulas or processes or other matters related to or concerning any Evaluation Material or products related to the Evaluation Material. Any reproduction of Evaluation Material shall equally be subject to the restrictions upon disclosure contained in this Agreement. Before providing access to any Evaluation Material to any of the Receiving Party's Representatives, the Receiving Party shall inform such Representatives of the provisions of this Agreement and instruct them to comply with such provisions. The Receiving Party agrees to utilize the same standards and procedures which it applies to its own Evaluation Material, but no less than reasonable industry standards, to safeguard the Disclosing Party's Evaluation Material, and agrees to be fully responsible for any breach of this Agreement by any of its Representatives and by any Person to whom the Receiving Party discloses any Evaluation Material, whether or not such disclosure is permitted hereunder. The term "**Person**" as used in this Agreement will be interpreted broadly to include any corporation, company, limited liability company, governmental agency or body, entity, partnership, group or individual. Nothing contained in this Agreement shall restrict the Disclosing Party's right or ability to use, distribute, disclose or disseminate in any way the Evaluation Material disclosed pursuant to this Agreement. Additionally, nothing contained in this Agreement shall in any way impair or restrict the Receiving Party's right to use, disclose or otherwise deal in information covered by the foregoing subsections 1(a)(i) – (viii). The Receiving Party shall have the burden of proof with respect to any of the above events on which the Receiving Party relies as relieving it of the restrictions hereunder on disclosure or use of the Evaluation Material.

3. Ownership and No License. The Receiving Party acknowledges that the Evaluation Material is non-public, valuable confidential information of the Disclosing Party and is the exclusive property of the Disclosing Party. The Parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license, implication or otherwise, to any Evaluation Material disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Evaluation Material.

4. Discussions to Remain Confidential. Except as otherwise expressly provided in this Agreement, without the prior written consent of the other Party, which consent shall be in its sole and absolute discretion, each Party agrees that it and its Representatives will not disclose to any person that the Evaluation Material has been made available to the Receiving Party. Notwithstanding the preceding sentence, the Receiving Party may make such disclosure if and to the extent required by law if (a) in the opinion of its counsel, such disclosure is required by law, and (b) it notifies the Disclosing Party of its obligation and delivers a copy of such legal opinion to Disclosing Party as far in advance of such disclosure as is reasonably practicable.

5. No Representations or Warranties; No Other Obligation. The Receiving Party acknowledges that: (a) no representation or warranty, express or implied, is made by the Disclosing Party or any of its Representatives as to the accuracy or completeness of any of the Evaluation Material; and (b) it shall be entitled to rely only on those representations and warranties that may be made in a definitive written agreement to consummate the Transaction signed and delivered by the Parties. neither Party nor any of its Representatives shall have any liability to the other Party or any of its Representatives on account of the use of any Evaluation Material by it or any of its Representatives or any inaccuracy therein or omission therefrom. The Parties agree that unless and until a definitive written agreement between the Parties with respect to a Transaction has been executed and delivered, neither Party will be under any legal obligation of any kind whatsoever with respect to a Transaction, including any obligation to: (i) consummate a Transaction; (ii) conduct or continue discussions or negotiations; or (iii) enter into or negotiate a definitive written agreement. Nothing contained in this Agreement shall be construed (iv) to limit either Party's right to independently develop or acquire products or services without the use or benefit of the other Party's Evaluation Materials, or (v) as obligating either Party to purchase or provide products or services from or to the other Party. Each Party shall have the absolute right, in its sole discretion, to terminate any discussions or negotiations with the other Party at any time which shall be done in accordance with the terms of Section 6 of this Agreement, and to discuss, negotiate with, or otherwise deal with any other persons with respect to a similar transaction at any time during or after the term of this Agreement and on any basis such Party may choose.

6. Return, Destruction or Erasure of Evaluation Material.

(a) If either Party to this Agreement determines that it does not wish to proceed with a Transaction, it will promptly inform the other Party of that determination. In that case, or at any time upon the request of the requesting Party for any reason, the Receiving Party will promptly, and in any event no later than 30 days after the request, return to the Disclosing Party or destroy or erase all Evaluation Material (and all copies, extracts, or other reproductions thereof), whether in paper, electronic, or other form or media, in the possession or control of the Receiving Party or any of its Representatives, expunging all such Evaluation Material from any computer, word processor or other device or electronic storage location containing such information or data. In the event of such a determination or request, all Evaluation Material prepared by the Receiving Party or its Representatives shall be returned or destroyed within such 30-day period and no copy, extract, or other reproduction thereof shall be retained, whether in paper, electronic, or other form or media. Notwithstanding the preceding provisions to the contrary, any portion of the Evaluation Materials which consists of any notes, analyses, compilations, studies, results or data derived from tests, analysis or evaluation of the Evaluation Materials, interpretations or other documents prepared or generated by the Receiving Party may be destroyed by the Receiving Party in lieu of returning any such notes, analyses, compilations, studies, results or data to Disclosing Party.

(b) The destruction of the Evaluation Material shall be certified in writing to the Disclosing Party promptly after such destruction occurs by an authorized officer supervising such destruction. Notwithstanding the return or destruction of the Evaluation Material, the Receiving Party and its Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder for the term hereof.

7. Remedies. If this Agreement is breached by the Receiving Party or its Representatives, the Receiving Party will be responsible for and will indemnify and hold harmless the Disclosing Party from any direct or indirect damage, loss, cost or liability (including but not limited to reasonable attorney's fees and expenses and the costs of enforcing such obligations under this indemnity) arising out of or resulting from any such breach. Further, the Receiving Party acknowledges that remedies at law may be inadequate to protect against breach of this

Agreement and hereby in advance agrees, without prejudice to all other available remedies at law or in equity, that the Disclosing Party may seek equitable relief, including injunctive relief, without proof of actual damages. Each Party agrees that it will not oppose the granting of such relief on the basis that the other Party has an adequate remedy at law. Each Party agrees that it will not seek (and agrees to waive) any request for the securing or posting of a bond in connection with the other Party seeking or obtaining such relief.

8. Legally Compelled Disclosure. In the event that the Receiving Party or any of its Representatives is requested or required (by deposition, interrogatories, request for information or documents, subpoenas, civil investigative demand or other similar process in legal proceedings) to disclose any of the Evaluation Material, the Receiving Party shall provide the Disclosing Party with written notice thereof within 48 hours of the Receiving Party's receipt of the request and a list of the Evaluation Material the Receiving Party intends to disclose (and if applicable, the text of the disclosure language itself), so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement as it relates to such Evaluation Material. If, in the absence of a protective order or other remedy or waiver by the Disclosing Party, the Receiving Party or its Representatives are legally compelled to disclose any Evaluation Material to any tribunal or third party or else stand liable for contempt or suffer other censure or penalty, the Receiving Party or its Representatives may, without liability hereunder, disclose only that portion of the Evaluation Material which the Receiving Party is legally required to disclose as advised by legal counsel or under any valid judicial or governmental order, provided that the Receiving Party exercises its commercially reasonable best efforts to preserve the confidentiality of the Evaluation Material, including, without limitation, by cooperating with the Disclosing Party, at no cost to the Receiving Party, to attempt to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Evaluation Material by such tribunal or third party.

9. Other Terms.

(a) Waivers, Amendments; Assignment. No failure or delay by a Party to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor

shall any single or partial waiver thereof preclude any other or future exercise thereof or the exercise of any other right, power, or privilege hereunder. This Agreement may only be amended or terminated with the written consent of the Parties hereto. This Agreement may not be assigned without the prior written consent of each Party.

(b) Term. Except to the extent a different period is specified in a provision of this Agreement, the obligations of the Parties set forth in this Agreement shall continue in force until the earlier of (i) the consummation of a Transaction and (ii) for a period of two (2) years following the date on which either Party gives written notice of termination of consideration of a Transaction. A Receiving Company's obligations under this Agreement as to the Confidential Information of the Disclosing Party shall survive five (5) years after the termination of this Agreement for any reason.

(c) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile, email, or other electronic delivery if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set out in this Agreement (or to such other address that may be designated by a party from time to time in accordance with this Section 9(c)).

(d) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming, without reference to conflicts of laws principles that might require application of the laws of any other jurisdiction.

(e) Consent to Jurisdiction. The Parties to this Agreement hereby irrevocably and unconditionally submit to the jurisdiction of the courts of the State of Wyoming or of the United States located in that state for any actions, suits, or proceedings seeking to enforce any provision of, arising out of, or relating to, this Agreement and further agree that service of any process, summons, notice, or document by United States mail, first class postage prepaid, to their addresses set forth herein shall be effective service of process for any action, suit, or proceeding brought against them in any such court. The Parties of this Agreement hereby

irrevocably and unconditionally waive any objection to the laying of venue of any action, suit, or proceeding arising out of this Agreement or the transactions contemplated hereby, in the courts of the State of Wyoming or of the United States located in that state, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum.

(f) Relationship. The Parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment or joint venture relationship between the Parties. Each Party shall be deemed to be acting solely on its own behalf and has no authority to incur obligations or perform any acts or make any statements on behalf of the other Party. neither Party shall represent to any person or permit any person to act upon the belief that it has any such authority from the other Party.

(g) Entire Agreement; Severability. This Agreement contains the entire agreement between the Parties hereto concerning confidentiality of Evaluation Material and the other matters addressed herein and supersedes all prior or contemporaneous agreements or understandings, written or oral, between the parties hereto with respect to the subject matter hereof. It is understood and agreed that if any provision contained in this Agreement or the application thereof to a Party, or any other Person or circumstance shall be invalid, illegal or unenforceable in any respect under any applicable law as determined by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained in this Agreement, or the application of such provision to such Persons or circumstances other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. In the case of any such invalidity, illegality or unenforceability, the Parties hereto shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to affect the original intent of the Parties.

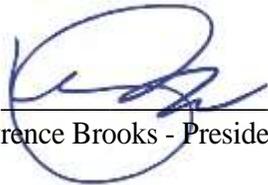
(h) Construction. The parties hereto acknowledge and agree that they have both participated in the negotiations and preparation of this Agreement, together with their Representatives. Accordingly, the parties hereto further agree that no presumption or burden of proof shall be raised in any question of interpretation of this Agreement based upon any

assertion that one Party or the other has drafted this Agreement or any provision hereof.

(i) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original of this Agreement and all of which, taken together, shall be deemed to constitute one and the same instrument. No such counterpart need contain the signatures of all Parties to this Agreement and the exchange of signed counterparts by each of the Parties, including exchange by facsimile transmission or similar electronic means, shall constitute effective execution and delivery of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year first above written.

Federated Investment Consortium, LLC

By:  _____
Lawrence Brooks - President

INVITEE

By: _____ Signed and Dated this _____ day of _____, 2020
Authorized Signature

Printed Name: _____

Title: _____