



NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is made effective as of _____, 20__ by and between FIRST REPUBLIC BANK (the "Bank"), and _____ (the "Company"), each individually a "Party" and collectively the "Parties," to ensure the protection of the information to be disclosed or exchanged by the Parties. FOR VALUABLE CONSIDERATION, the Parties agree as follows.

1. The term "Confidential Information" means any and all information, whether in oral, written, graphic, or electronic form, and whether or not identified or marked as "Confidential" or with any similar legend, provided by either Party to the other, including but not limited to all: (a) customer or consumer information; (b) patents and patent applications; (c) trade secrets; (d) proprietary information, prices, techniques, improvements, algorithms, computer programs, software programs, designs, processes, procedures, drawings and concepts; (e) marketing, servicing, financial or financing matters; (f) products, sales, suppliers, clients, investors, or business, present and future; (g) personnel matters as to the Parties and their employees, suppliers, clients, investors, subcontractors, and business partners; and (h) written material prepared by a Recipient that contains any information of a type described in paragraphs (a) through (g) above. The term "Recipient" means the Party to whom the Confidential Information is disclosed.

2. Each Recipient shall permit access to the Confidential Information of the other Party only to those of the Recipient's shareholders, members, partners, directors, officers, employees, agents, representatives, subcontractors, vendors, business partners, affiliates or other authorized representatives (each an "Authorized Person") who have: (a) a need to know the Confidential Information; (b) signed confidentiality agreements at least as restrictive as this Agreement; (c) agreed to provide physical and virtual protections at least as restrictive as those required by this Agreement and by the Gramm-Leach-Bliley Act. In all circumstances each Party will protect the Confidential Information of the other Party with safeguards that are at least as protective as the Party uses to protect its own confidential information.

3. Notwithstanding (a) whether the Parties actually enter into a transaction or further agreement, or (b) any termination or expiration of this Agreement, each Recipient agrees it will hold in strict confidence and not disclose any Confidential Information of the other Party for any purpose whatsoever, except as allowed by this Agreement, approved in writing by the disclosing Party, or as allowed by the underlying relationship of the Parties (e.g., the vendor contract or loan agreement). With respect to customer and consumer information that may be provided, each Recipient acknowledges that such information must be treated with particular care to provide assurance that it is protected from unauthorized access, disclosure, or misuse, all of which could lead to harm to the customer or consumer.

4. The Parties agree that Confidential Information shall not be reproduced in any form except as required to accomplish the purpose for which this Agreement is executed. Any reproduction of Confidential Information by the Recipient shall not alter its ownership and the reproduction must contain all confidential/proprietary notices that appear on the original, unless otherwise authorized in writing by the disclosing Party. If Confidential Information that was disclosed orally or visually

is reproduced in writing or electronically by the Recipient, it shall contain all appropriate confidential/proprietary notices identified by the disclosing Party.

5. Notwithstanding the restrictions in this Agreement, a Recipient's disclosure of Confidential Information in response to a valid order by a court or governmental body is not a violation of this Agreement, provided that (if legally permitted) the Recipient provides the other Party with prior written notice of the disclosure to allow the other Party to seek protection or confidential treatment of the Confidential Information.

6. Further notwithstanding the provisions of this Agreement, either Party may refuse to disclose, or may defer disclosure for as long as the Party determines necessary, of any information requested by the intended Recipient to the extent the Party refusing or deferring disclosure determines that: (a) the information is not essential to the purpose for which this Agreement is executed; (b) disclosure of the information may present an actual or potential risk of violating applicable laws; (c) disclosure could be damaging to its competitive position; or (d) disclosure is prohibited under another contract or agreement.

7. The Parties agree that Confidential Information received in any form or via any medium shall: (a) be stored in a physically and logically secured and controlled environment, only accessible by Authorized Persons; (b) be downloaded only into physically and logically secured and controlled computer systems accessible by Authorized Persons where it will stay encrypted while in storage and in transit; and (c) not be copied onto any unsecured or insecure system, such as a portable laptop computer or handheld electronic device.

8. The Parties agree that the Recipient shall notify the disclosing Party as soon as possible (but in any event within 24 hours of discovery or suspicion) of any loss, unauthorized disclosure or access, or misuse of Confidential Information (each a "Breach"). Any notification to the Bank shall be made by: (a) phone to the Bank representatives who signed the contract initiating disclosure or phone to the Bank's Director of Information Security at 1-800-392-1400; (b) email to InformationSecurity@firstrepublic.com; and (c) fax addressed to the Bank representative, if any, who signed any underlying contract on behalf of the Bank (such as a vendor contract) and fax to the Bank's Director of Information Security at 415-296-5776. Notification shall detail the nature of the Breach, the information lost, disclosed or accessed, how the Breach occurred, the identity of all customers or consumers actually or potentially affected, the status of any internal, regulatory or law enforcement investigation, and any action taken to stop or limit the harm to the disclosing Party or its affected customers or consumers. Each Party is responsible for notification of its own customers, regulators and law enforcement agencies, as required by applicable laws and regulations. Neither Party may delay or interfere with the notices to customers, consumers, regulatory agencies, or law enforcement of the incident, except as explicitly requested by law enforcement agencies. The Party responsible for the loss or disclosure shall be liable for any loss or damages resulting from a Breach.

9. Nothing contained in this Agreement grants any property rights, by license or otherwise, to any Confidential Information of the other Party, or to any invention, patent, copyright, service mark, trademark, or other intellectual property right that has issued or may issue, based on the

Confidential Information. Nothing in this Agreement requires the Parties to enter into the transaction or business relationship.

10. Each Party agrees it will not modify, reverse engineer, decompile or disassemble any software programs that constitute or are contained in any Confidential Information without the prior written consent of the owner, which may be withheld in its discretion. Neither Party shall communicate any information to the other in violation of the proprietary rights of any third party.

11. Both Parties must comply with the requirements of all appropriate governmental authorities, if required, to directly or indirectly export any Confidential Information or any product utilizing Confidential Information.

12. Each Party's obligations under this Agreement with respect to any portion of the other Party's Confidential Information shall terminate only when the Recipient can document to the satisfaction of the other Party that the portion of Confidential Information was: (a) in the public domain at the time it was communicated to the Recipient; (b) entered the public domain subsequent to the time it was communicated to the Recipient through no fault of the Recipient; (c) in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient; (d) rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient; (e) developed by Recipient or its agents independently of and without reference to any Confidential Information communicated to the Recipient by the other Party; or (f) communicated by the other Party to an unaffiliated third party free of any obligation of confidence. Notwithstanding the foregoing, customer and consumer information shall at all times constitute Confidential Information and remain subject to this Agreement.

13. Upon termination or expiration of this Agreement, or upon written request of the disclosing Party, each Recipient shall promptly return to the other, or securely destroy, all Confidential Information and all copies thereof. Customer or consumer information shall be destroyed by a method that ensures it is always protected from unauthorized disclosure. Confidential Information disposed of in the regular course of business shall be securely destroyed and, where applicable, in accordance with the Disposal of Consumer Information provision of the FACT Act. The Parties agree that, subsequent to the secure destruction of customer or consumer information by the Recipient, Recipient shall provide the other Party with a written certification regarding the destruction. The decision as to whether information should be destroyed shall be made by the disclosing Party.

14. The Recipient's obligations under this Agreement shall survive termination of this Agreement and shall be binding upon the Recipient's heirs, successors, and assigns. The Recipient's obligations with respect to all Confidential Information shall only be terminated pursuant to paragraph 13 above.

15. With the exception of notice of loss or unauthorized disclosure as detailed in paragraph 8 above, all notices permitted or required under this Agreement shall be in writing and delivered by personal delivery, fax, or commercial overnight air courier, charges prepaid. Notices shall be sent to the addresses shown below or another address specified by written notice.

16. Each Party acknowledges that a Breach will cause irreparable damage. Each Party agrees that the other Party is entitled to seek injunctive relief for a Breach and other relief as may be granted by a court with jurisdiction.

17. If any provision of this Agreement is unenforceable or invalid, the unenforceability or invalidity shall not render this entire Agreement unenforceable or invalid. In that event, the provision shall be changed or interpreted to best accomplish the objectives of the unenforceable or invalid provision within the limits of applicable law or court decisions.

18. This Agreement shall be governed by the laws of the State of California, excluding its conflict of laws principles.

19. This Agreement contains the final, complete, and exclusive agreement of the Parties relative to their obligations of nondisclosure. It supersedes all prior and contemporaneous agreements on this subject. This Agreement may not be modified or supplemented except in writing and with specific reference to it by date and title. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, which may be withheld in its discretion.

20. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all of which constitute one instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart thereof signed by each Party.

FIRST REPUBLIC BANK

Company

111 Pine Street
San Francisco, CA 94111

Address: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Phone:
Fax:
email:

Phone:
Fax:
email: