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Our preference is to file an agreed motion that restricts the disclosure of confidential and privileged information. In the absence of such an agreement, we will seek emergency relief from the court. We, therefore, request that you review the Agreement signed by your client as a basis for our discussions of this matter.

Please call me immediately to discuss this matter after you have had a chance to review the Agreement.

Very truly yours,



S. Patrick McKey

SPM/jmb

cc: Wallace C. Solberg

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URANTIA FOUNDATION

CONFIDENTIALITY AND CONFLICT OF INTEREST AGREEMENT

This Confidentiality and Conflict of Interest Agreement (the "Agreement") is between URANTIA Foundation (the "Foundation") and the trustee named on the signature page hereto (the "Trustee"), who is or will become a Trustee of the Foundation serving on its Board of Trustees and acting as a fiduciary in fulfilling the duties as described in the Foundation's Declaration of Trust and performing other duties and services as may be assigned or assumed from time to time (the "Services"). The Trustee acknowledges that he/she has certain fiduciary obligations vis-à-vis the Foundation, one of which being the obligation to avoid conflicts of interest. The Trustee also acknowledges that, in the course of performing the Services, he/she has been and/or will be privy to Confidential Information as defined below. The Foundation and the Trustee agree that it is of critical importance to the Foundation that no conflicts of interest exist and that all Confidential Information be kept confidential by the Trustee in the course of, or relating to, performance of the Services.

Therefore, as a requirement and in consideration of the trusteeship and fiduciary relationship with the Foundation, and as a condition precedent to future access to Confidential Information, the Trustee agrees as follows:

I. Confidential Information.

1.1. Definition. For purposes of this Agreement, "Confidential Information" shall mean records and information and all proprietary information or data relating to the activities of the Foundation to which Trustee has access and/or learns during his/her tenure with the Foundation, including, but not limited to, financial information; identities of and information concerning readers, members and donors, and prospective readers, members, and donors; development, expansion and business strategies, plans and techniques; computer programs, devices, methods, techniques, processes and inventions; research and development activities; identities of translators and all processes related to translation; compilations, processes and other materials developed by or on behalf of the Foundation (whether in written, graphic, audio-visual, electronic or other media, including computer software). Confidential Information also includes information of any third party associated with the Foundation which the Foundation or such third party identifies as being confidential. Confidential Information shall not include any information that is in the public domain or otherwise publicly available (other than as a result of a wrongful act of Trustee or an agent or employee of the Foundation).

1.2. Agreement Not to Divulge Confidential Information. During his/her association with the Foundation and at all times thereafter, Trustee agrees to hold all Confidential Information in trust for the benefit of the owner of such Confidential Information, and to

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take all reasonable steps necessary to safeguard its confidentiality. Trustee further agrees that he/she will use Confidential Information for the sole purpose of performing his/her Services and for the benefit of the Foundation, and that during performance of the Services, and at all times thereafter, Trustee will not use, for his/her own benefit or the benefit of others, or divulge or convey to any third party, any Confidential Information obtained by Trustee at any time during his/her association with the Foundation, except pursuant to the Foundation's prior written permission.

1.3. **Return of Materials.** Trustee acknowledges that he/she will not acquire any right, title or interest in any Confidential Information. Trustee agrees that, promptly upon termination of his/her association with the Foundation for any reason or upon request, he/she will deliver to the Foundation all property of the Foundation, including all documents, data, computer programs and all other materials, and all copies thereof, that were obtained or made by Trustee which contain or relate to Confidential Information, and will destroy all electronically stored versions of the foregoing.

2. **Conflict of Interest.** Upon commencement of the Trustee's term and during the term of his/her trusteeship, the Trustee agrees to disclose to the Board of Trustees of the Foundation any involvement the Trustee has or may have in any business, trade or profession which creates an actual, potential or perceived conflict with the interests of the Foundation or which otherwise conflicts with the Trustee's ability to perform his/her Services. Upon disclosure by the interested Trustee, the Board of Trustees will conduct an objective review of the matter and decide how the conflict should be resolved. The interested Trustee will be permitted to provide information and recommendation concerning the involvement, but will not be involved in the Board of Trustees' deliberations or its vote on the matter. The interested Trustee also agrees to immediately resign from any trusteeship, board membership or other position which the Board of Trustees determines may create an actual, potential or perceived conflict of interest with the interests of the Foundation and which the Board of Trustees determines should be resolved by such a resignation.

3. **Non-Disparagement.** The Trustee agrees during the term of the Trusteeship and at all times thereafter, not to make any verbal or written statement of any kind, about the Foundation, that is intended or reasonably likely to denigrate, disparage or defame the Foundation or its officers, directors, members, products or services.

4. **Remedies.** The Trustee acknowledges that any violation of this Agreement may subject the Trustee to liability for damages, and also to court enforcement of the specific terms of its provisions. The Trustee further acknowledges that it would be difficult, if not impossible, for the Foundation to ascertain the exact amount of damages caused by a violation of the provisions of this Agreement, but that the Foundation's damages would be continuing in nature and that the Foundation would suffer irreparable harm and injury for which money damages would be an inadequate remedy. Consequently, in the event the Trustee breaches or threatens to breach any of his/her obligations pursuant to this Agreement, the Foundation or its successors or assigns may, in addition to other rights and remedies existing in its or their favor, apply to any court of

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Sent by: GARDNER CARTON DOUGLAS-CHICAGO 1 312 644 3381; 04/22/08 2:37PM; Jaxfax #809; Page 5/5

competent jurisdiction for specific performance and/or other injunctive relief in order to enforce or prevent any violation of this Agreement.

All rights, duties and obligations of the parties provided herein are in addition to, and not in substitution of, all rights, duties and obligations provided by applicable law. No remedy provided in this Agreement or otherwise conferred upon or available to the parties will be exclusive of any other remedy, but all remedies will be cumulative. No delay or omission to exercise any right or remedy will impair the same or be construed as a waiver.

5. **Successors and Assigns.** This Agreement inures to the benefit of and is enforceable by the Foundation's successors and assigns.

6. **Severability.** The provisions of this Agreement are severable. If any provision is found to be unenforceable, in whole or in part, it shall be construed or limited in such a way as to make it enforceable, consistent with the manifest intentions of the parties. If such construction or limitation is not possible, the unenforceable provision will be stricken and the remaining provisions of this Agreement will remain valid and enforceable.

7. **Governing Law.** This Agreement will be construed and governed by the laws of the State of Illinois without regard to the laws of any jurisdiction wherein the Trustee resides or performs duties hereunder or where any violation of this Agreement occurs. Any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the federal or state courts located in Cook County, Illinois, and the Trustee and the Foundation hereby submit to personal jurisdiction in the State of Illinois and to venue in such courts.

8. **Complete Agreement.** This Agreement has been executed by the Trustee, intending to bind himself/herself thereby, on the date set forth below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

The Trustee

URANTIA Foundation (the "Foundation")

E. KWAN CHOI
[Trustee's Name]

By: 

E. Kwan Choi

Title: _____

Date: 5-1-98

Date: _____