

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement is made and entered into as of the date set forth below by and between Spurs Capital, LLC, with an office at 237 W 35th Suite 11002, New York, NY 10024, (“SPURS”), and the company whose name and address are set forth below (the “Company”). SPURS and the Company may be discussing or evaluating possible business transactions (the “Business Transactions”). In connection with these discussions, each party may disclose or has disclosed, certain Proprietary Information (as hereinafter defined) which it desires to be used only for the limited purpose for which disclosed. The parties also wish to agree as to the making of public statements or reports regarding the Business Transactions. The party receiving Proprietary Information is referred to herein as “Recipient” and the party disclosing Proprietary Information is referred to herein as “Discloser”.

1. ***Proprietary Information.*** For purpose of this Agreement, “Proprietary Information” of a party shall mean: (i) information disclosed by such party relating to customers, customers’ information, product development strategy and activity, marketing strategy, corporate assessments and strategic plans, pricing, financial and statistical information, accounting information, identity of suppliers, software, systems, processes, formulae, inventions, discoveries, policies, guidelines, procedures, practices, disputes or litigation, (ii) confidential, proprietary or trade secret information disclosed by such party and identified as such on the date of its first disclosure, with a written summary thereof provided to Recipient within thirty (30) days of disclosure, (iii) confidential, proprietary or trade secret information disclosed by such party that is clearly and conspicuously identified in writing as such at the time of its first disclosure, (iv) confidential, proprietary or trade secret information disclosed by such party, which a reasonable person employed in the mortgage industry would recognize as such, (v) information disclosed by such party relating to employees, contractors or customers, which, if released, would cause an unlawful invasion of privacy, and (vi) any compilation or summary information or data that contains or is based on Proprietary Information. For purposes of this Agreement, and without limiting the generality of the foregoing, the parties acknowledged and agree that (A) all Proprietary Information disclosed by a party shall be deemed to be the Proprietary Information of such party, including, but not limited to, third-party confidential, proprietary or trade secret information that such party is obligated to protect, and (B) information shall be deemed to be disclosed by a party if such information is disclosed by any of its partners, affiliates, officers, employees, directors, contractors, agents or representatives or is otherwise disclosed on behalf of such party.
2. ***Protection.*** Recipient agrees to (i) receive Proprietary Information disclosed hereunder in confidence, (ii) use reasonable efforts to maintain the confidentiality of such Proprietary Information and not disclose such Proprietary Information to third parties (except for Recipient’s directors,

officers, employees, partners, affiliates, representatives, agents and contractors who have a need to know, under a duty of non-disclosure with respect to such information, and are acting for the sole purpose of the Recipient), which efforts shall accord such Proprietary Information at least the same level of protection against unauthorized use and disclosure that Recipient customarily accords to its own information of a similar nature, (iii) use or permit the use of such Proprietary Information solely in accordance with the terms of this Agreement for the discussion and/or evaluation of the Business Transactions, and (iv) promptly notify Discloser in writing of any actual or suspected loss or unauthorized use, disclosure or access of Discloser's Proprietary Information of which it becomes aware, and take all steps reasonably requested by Discloser to limit, stop or otherwise prevent such loss or unauthorized use, disclosure or access.

3. **Exclusions.** The restrictions on use and disclosure set forth above shall not apply when and to the extent that the Proprietary Information: (i) is or becomes generally available to the public or widely known in the mortgage industry through no fault of Recipient (or anyone acting on its behalf); (ii) was previously rightfully known to Recipient free of any obligation to keep it confidential; (iii) is subsequently disclosed to Recipient by a third party who may rightfully transfer and disclose such information without restrictions and free of any obligation to keep it confidential; (iv) is independently developed by Recipient without reference to Discloser's Proprietary Information, or (v) is required to be disclosed by Recipient by applicable law, provided that Recipient uses all reasonable efforts to provide Discloser with at least ten (10) days' prior notice of such disclosure and Recipient discloses only that portion of the Proprietary Information that is legally required to be furnished pursuant to the opinion of legal counsel of Recipient.
4. **Rights.** All Proprietary Information disclosed by one party to the other in connection with this Agreement shall be deemed to be the property of Discloser or the appropriate third-party owner, as the case may be. Except as Recipient reasonably requires to accomplish the purposes provided herein, Recipient shall not reproduce such Proprietary Information in whole or in part, without written authorization of Discloser. At the conclusion of the discussions between the parties or within five (5) business days of the Discloser's earlier requests, Recipient shall cease use of all Proprietary Information received hereunder and shall return it to Discloser or, if Recipient elects to destroy rather than return Proprietary Information (except as required otherwise by any law, order, judgment, decree, or any rule, regulation or request of or by any government, court, administrative or regulatory agency or commission, or other governmental or regulatory authority or any self-regulatory body), Recipient will provide Discloser, at Discloser's request, with an affidavit affirming that such Proprietary Information has been permanently and completely destroyed. However, machine-readable archival copies of Proprietary Information need only be destroyed in due course and

Recipient's auditors or legal counsel may retain one (1) copy of Proprietary Information for the sole purpose of establishing what Proprietary Information has been received. Except as expressly provided herein, Discloser grants no license under any copyright, patent, trademark, trade secret or other intellectual property right by disclosure of Proprietary Information.

5. **Legends**. Each party agrees that it shall abide by and reproduce and include any restrictive legend or proprietary rights notice that appears in or on any Proprietary Information of the other party (or any third-party owner) that it is authorized to reproduce. Each party also agrees that it shall not remove, alter, cover or distort any trademark, trade name, copyright or other proprietary rights notice, legends, symbols, or labels appearing on or in any Proprietary Information of the other party (or third-party owner).

6. **General Terms**
 - (a) **Independent Development and Marketing**. Discloser understands that Recipient or third parties may have performed substantial and independent development relating to Discloser's Proprietary Information. Neither this Agreement nor receipt of Proprietary Information hereunder shall limit either party's independent development and marketing of products or systems involving technology or ideas similar to those disclosed nor will this Agreement or receipt of Proprietary Information hereunder prevent either party from undertaking similar efforts or discussions with third parties, including competitors of the other party.

 - (b) **No Warranties**. DISCLOSER PROVIDES INFORMATION SOLELY ON THE "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND or duty to update or correct. Each party understands that portions of Proprietary Information may relate to products or services that are under development or planned for development by Discloser or a third party. Discloser does not warrant or represent that it will or will not introduce any product or service to which Proprietary Information disclosed herein is related.

 - (c) **Limited Obligations**. Other than the obligations set forth herein, neither party shall have any further obligations to the other unless and until a definitive written agreement is executed. Either party may negotiate with others and may withdraw from negotiations at any time, for any reason, without obligation to the other. To the extent either party incurs costs or changes position as a result of any discussions between the parties it does so entirely at its own risk. This Agreement does not create any agency or partnership relationship.

- (d) **Public Statements; Use of Name.** Neither party shall make, deliver or publish any public statements or descriptions of the Business Transactions (including statements that a Business Transaction is being discussed) without the prior written consent of the other party. Notwithstanding the provisions of the proceeding sentence, and subject to the provisions of Section 2 and 3, either party may provide disclosures as required by law or as reasonably advised by legal counsel without the consent of the other party, and in such event prompt notice thereof shall be provided to the other party. Neither party shall use the name or marks of the other for advertising or any other purposes without the prior written approval of the other party.
- (e) **No Assignments.** Neither this Agreement nor any rights or obligations hereunder shall be assignable, delegable or otherwise transferable in whole or part by either party.
- (f) **Governing Law: Severability.** This Agreement shall be governed by the laws of the State of New York, exclusive of its conflict laws principles. If any provision of the Agreement is held to be void or unenforceable, in whole or in part, the other provisions of this Agreement shall continue to be valid and the parties shall replace the void or unenforceable provision with one that is valid and enforceable and most nearly approximates their original intentions.
- (g) **Notices.** All notices, requests, demands, and other communications (other than routine operational communications) required or permitted hereunder shall be in writing and shall be deemed to have been received by a party (i) when actually received in the case of hand delivery against a signed receipt, (ii) two (2) business days after being given to a reputable overnight courier, or (iii) upon receipt when mailed by first class mail, postage prepaid, and addressed to such party at its address set forth herein (or to such other address as such party may designate in writing).
- (h) **Entire Agreement Signatures.** This instrument expresses the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings. Facsimile signatures are deemed equivalent to original signatures for purposes of this Agreement. This Agreement shall not be modified or changed in any manner except in writing signed by the duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement,
which shall be effective as of _____, 2016.

SPURS CAPITAL, LLC

("Company")

By: _____
Name: Peter Slagowitz
Title: CEO

By: _____
Name: _____
Title: _____
Address: _____