



## Non-Disclosure Agreement

This agreement (the “Agreement”) is made in connection with Equity First Funding, LLC (together with its affiliates, EFF), or a party on behalf of Equity First Funding, LLC, furnishing Confidential Information (as defined below) relating to the purchase of REO properties or TheNoteMarket.com Assets listed on the TheNoteMarket.com website platform [www.TheNoteMarket.com] (the “TheNoteMarket.com Assets”) to Equity First Funding, LLC (“Recipient”). The Recipient will use the Confidential Information (as defined below) solely to evaluate its potential purchase of TheNoteMarket.com Assets. As a condition to, and in consideration of, the assistance of Equity First Funding, LLC making such information available to the Recipient, Equity First Funding, LLC and Recipient agree as follows:

For purposes of this Agreement, “Confidential Information” shall mean and include all non-public, confidential or proprietary provided information relating to the TheNoteMarket.com Assets, irrespective of its source or method of communication. Notwithstanding anything to the contrary herein, Confidential Information expressly includes but is not limited to borrower identifying information furnished to Recipient by or on behalf of Equity First Funding, LLC. Without limiting the foregoing, Confidential Information shall include:

- such confidential and proprietary information or material belonging to Equity First Funding, LLC or on behalf of a client of Equity First Funding, LLC of or to which Recipient may obtain knowledge or access through or as a result of its use of Confidential Information;
- any notes, analyses, compilations, studies or other documents or records prepared by Recipient or others which contain or reflect or are generated from Confidential Information supplied by or on behalf of Equity First Funding, LLC or its representatives or clients; and
- the fact that Equity First Funding, LLC is offering the TheNoteMarket.com Assets for sale and the fact of the disclosure of the Confidential Information to Recipient, and the existence of this Agreement.

All Confidential Information will be held in confidence by Recipient, which may not disclose Confidential Information to third parties or use Confidential Information except as expressly provided herein. Recipient will, at a minimum, protect the Confidential Information in the same manner as it protects its own confidential or

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proprietary information. Recipient agrees not to use Confidential Information for any purpose other than its evaluating a potential purchase of some or all of the TheNoteMarket.com Assets (the "IntendedPurpose").

Recipient may, however, be permitted to disclose relevant aspects of the Confidential Information to its affiliates, officers, agents, subcontractors, and employees (each, a "Representative") solely to the extent that such disclosure is reasonably necessary for the Intended Purpose and such disclosure is not prohibited by the Gramm-Leach-Bliley Act (15 U.S.C. 6801, 6805(b)(1)) and the regulations issued thereunder (12 C.F.R. Part 40) and other statutory and regulatory requirements, as the same may be amended from time to time (the "PrivacyLaws"); *provided*, however, that (i) no Representative may disclose any Confidential Information to any third parties or persons and (ii) neither Recipient, any Representative nor any third person or party may directly or indirectly contact any borrower whose information is included in the Confidential Information. Recipient shall be held responsible for any breach of the duties of confidentiality imposed by this Agreement or any other breach of this Agreement, in each case whether by Recipient or any of its Representatives.

Notwithstanding the foregoing, Recipient acknowledges that Equity First Funding, LLC has a responsibility to keep information about the TheNoteMarket.com Assets, the related borrowers and their accounts ("Borrower Information") strictly confidential. In addition to the other requirements set forth in this Agreement regarding Confidential Information, Borrower Information shall also be subject to the additional restrictions set forth in this paragraph. Recipient shall not disclose or use Borrower Information other than to carry out the Intended Purpose. Recipient shall not disclose any Borrower Information other than on a "need to know" basis and then only (a) pursuant to the exceptions set forth in 15 USC 6802(e) and accompanying regulations, as the same may be amended from time to time, which disclosures are made in the ordinary course of business, or (b) as permitted herein. The restrictions set forth in this paragraph shall apply during the term and after the termination of this Agreement. Recipient acknowledges that Equity First Funding, LLC is required to comply with the information security standards required by the Privacy Laws as well as its internal information security program for information protection. Recipient shall make reasonable efforts to assist Equity First Funding, LLC and its agents to so comply and shall conform to its own policies for information protection. Recipient further agrees promptly to advise Equity First Funding, LLC in writing of any misappropriation, or unauthorized disclosure or use by any person of Confidential Information which may come to its attention and to take all steps reasonably requested by Equity First Funding, LLC to limit, stop or otherwise remedy such misappropriation, or unauthorized disclosure or use. If the Privacy Laws impose a higher standard of confidentiality to the Confidential Information, such standard will prevail over the provisions of this Agreement.

Notwithstanding anything to the contrary contained herein, Recipient will not have any obligation with respect to any Confidential Information (including, but not limited to, ideas, concepts, "know-how" techniques and methodologies), or any portion thereof, that Recipient can establish by competent proof:

- (i) is or becomes generally known to companies engaged in the same or

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similar businesses as Equity First Funding, LLC on a non-confidential basis, through no wrongful act of Recipient;

- (ii) is lawfully obtained by Recipient from another person that is reasonably believed by Recipient to be under no obligation to maintain the information as confidential and which provides it to Recipient without any obligation to maintain the information as proprietary or confidential;
- (iii) was known prior to its disclosure to Recipient without any obligation to keep it confidential; or
- (iv) is independently developed by Recipient or any Representative without reference to the Confidential Information;

*provided*, however, that Recipient will not disclose or release any Borrower Information or any borrower non-public confidential information, as defined in the Privacy Laws, except to the extent permitted by the preceding paragraph.

If Recipient or any of its Representatives comes under a legal obligation in any administrative or judicial circumstance to disclose any Confidential Information, Recipient will, if permitted by law, give Equity First Funding, LLC prompt notice thereof so that Equity First Funding, LLC (or its client) may seek a protective order and/or waive the duty of nondisclosure. In the absence of such order or waiver, or if such notice to Equity First Funding, LLC is not permitted by law, Recipient or such Representative may disclose such Confidential Information solely to the extent of such legal obligation.

Any materials or documents, including copies thereof that contain Confidential Information, promptly will be destroyed or returned to Equity First Funding, LLC upon its written request.

Notwithstanding the foregoing, (A) Recipient may retain one or more copies of any Confidential Information to the extent necessary for legal or regulatory compliance (or compliance with Recipient's internal policies and procedures designed to ensure legal or regulatory compliance); such Confidential Information will remain the subject of this Agreement, and Recipient shall remain bound by the terms of this Agreement with respect thereto, and (B) Recipient need not return or destroy any notes, analyses, compilations, studies or other documents or records prepared by Recipient or others that do not contain, include or reflect any Confidential Information.

Recipient agrees that the unauthorized disclosure or use of any Confidential Information could cause immediate or irreparable injury to Equity First Funding, LLC or its clients and that Equity First Funding, LLC or its clients may not be adequately compensated for such injury in monetary damages. Recipient, therefore, acknowledges and agrees that, in such event, Equity First Funding, LLC or its clients will be entitled to seek any temporary or permanent injunctive relief necessary to prevent such unauthorized disclosure or use, or threat of disclosure or use, and consents to the jurisdiction of any federal or state court of competent jurisdiction sitting in Carroll County, Maryland for purposes of any suit hereunder and to service of process therein by certified or registered mail; *provided*, however, that any dispute or controversy arising hereunder between Recipient and Equity First Funding, LLC be governed by and construed in accordance with the laws of the State of Maryland and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws

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without giving effect to conflict of laws principles.

EACH OF RECIPIENT AND EQUITY FIRST FUNDING, LLC HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OR ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT.

Neither Equity First Funding, LLC nor any of its partners, officers, directors, trustees, employees, agents, advisors, counsel or accountants (the "Information Providers") have independently verified any of the information or data contained in the Confidential Information. No Information Provider makes any representation or warranty as to the accuracy or completeness of any portion of the Confidential Information. No Information Provider shall have any liability to Recipient or any of its Representatives relating to or arising from the use of the Confidential Information or any misstatement of fact or material omission to state any fact in the Confidential Information. Recipient and its Representatives shall have no right to rely upon the conclusions or the data set forth in the Confidential Information and shall have no recourse to the Information Providers or any agent or person retained by any Information Provider to prepare or provide any of the Confidential Information.

Recipient acknowledges and agrees that it is not relying on Equity First Funding, LLC for any legal, regulatory, tax, insurance, or accounting advice in any jurisdiction. Recipient further acknowledges and agrees that in connection with all aspects of this Agreement, Recipient and its affiliates have arm's-length business relationships with Equity First Funding, LLC that create no fiduciary duty on the part of Equity First Funding, LLC, and Recipient expressly disclaims any fiduciary relationship. Recipient shall consult with its own advisors concerning any legal, regulatory, tax, insurance, or accounting matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and Equity First Funding, LLC shall have no responsibility or liability to Recipient or its affiliates with respect thereto. Equity First Funding, LLC will not be precluded from representing third parties or acting as a principal in transactions which may involve Recipient. The rights and obligations of the parties hereto under any other agreement that currently or hereafter may arise are, and shall be, separate and distinct from the rights and obligations of the parties hereunder, and none of such rights and obligations under such other agreements shall be affected by performance or lack of performance hereunder.

The obligations of the parties hereunder shall terminate two years following the date of this letter;

*provided*, however, that, at all times, whether before or after the termination of Recipient's other obligations hereunder, (i) Recipient will maintain Borrower Information and borrower non-public confidential information, as defined in the Privacy Laws in accordance with the restrictions imposed by the Privacy Laws as if the Privacy Laws were directly applicable to Recipient with respect to such Borrower Information and borrower non-public confidential information and (ii) Recipient shall fully comply with all other applicable laws that may relate to the Confidential Information or any transaction relating

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thereto or to the TheNoteMarket.com Assets, including laws, rules and regulations that prohibit Recipient from trading any securities with a counterparty to which appropriate Confidential Information has not been disclosed.

Recipient acknowledges and agrees that neither the Confidential Information nor this Agreement constitutes an offer to purchase or offer to sell or solicitation of an offer to purchase or an offer to sell any security or to participate in any transaction or trading strategy. Notwithstanding the execution and delivery of this Agreement, Equity First Funding, LLC shall have no obligation to participate in any transaction or to provide Recipient, any transferee of any TheNoteMarket.com Assets, or any other person or entity with Confidential Information and Equity First Funding, LLC reserves its rights to deny access to the Confidential Information to Recipient, or any other person or entity, in each case, within the sole and absolute discretion of Equity First Funding, LLC.

This Agreement represents the entire agreement between Recipient and Equity First Funding, LLC relating to the treatment of the Confidential Information heretofore or hereafter reviewed or inspected by Recipient or its affiliates. This Agreement supersedes all other agreements relating to the Confidential Information which have previously been executed by Recipient in favor of Equity First Funding, LLC or any other party.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Please acknowledge your agreement with the foregoing in the space provided below.

#### ACKNOWLEDGED AND AGREED

##### *Recipient-*

Company Name: \_\_\_\_\_ Date : \_\_\_\_\_

First Name : \_\_\_\_\_ Last Name : \_\_\_\_\_

Title : \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Signature : \_\_\_\_\_

##### *Disclosing Party-*

Equity First Funding, LLC

Mark Bruce- Managing Member

Signature: *Mark Bruce*

Date:

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