



Date: _____

Name: _____

Title: _____

Company: _____

Street Address: _____

City, State Zip: _____

RE: **Confidentiality Agreement**

Ladies and Gentlemen:

In consideration of and as a condition to both Citadel Servicing Corporation ("CSC") and _____ (the "Company") furnishing certain information (the "Evaluation Material", as more fully defined below) to each other relating to a potential business arrangement (the "Arrangement"), both parties acknowledge the confidential and proprietary nature of the Evaluation Material and agree to hold and keep the same as provided in this letter agreement.

As used herein, the term "Evaluation Material" refers to any and all financial, technical, commercial, or other information related to the Arrangement as has been or may hereafter be provided by one party ("Disclosing Party") to the other party ("Receiving Party"), and any analyses, compilations, studies, or documents prepared by the Receiving Party or its affiliates or its or their respective directors, officers, employees, agents, advisors, or representatives (such persons, including, without limitation, attorneys, accountants, consultants, or appraisers, collectively, its "Representatives") during the review of such information by the Receiving Party and its Representatives which contain or otherwise reflect such information. The term "Evaluation Material" shall also expressly and without equivocation include the identity of any and all holders of CSC's stock, options, warrants and other equity instruments (collectively, "CSC Equity Holders").

The term "Evaluation Material" does not include information which (i) becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives in breach of this Letter Agreement, (ii) was available to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party, or (iii) is or becomes available to the Receiving Party on a non-confidential basis from a source other than Disclosing Party, provided that such source is not known by the Receiving Party to be bound by a confidentiality agreement with or confidentiality obligation in favor of the Disclosing Party with respect to such information, or (iv) is independently developed by Receiving Party without the benefit of Evaluation Material.

The Receiving Party agrees that the Evaluation Material will be used by it and by its Representatives solely to review the Arrangement and not otherwise, and that such Evaluation Material will be kept confidential by the Receiving Party and its Representatives; *provided, however*, that any of such Evaluation Material may be disclosed to Representatives of the Receiving Party who need to know such information and who are actively and directly participating in the evaluation of the Arrangement (it being understood that such Representatives shall be informed by the Receiving Party of the confidential nature of such Evaluation Material and shall be directed by the Receiving Party to treat such Evaluation Material confidentially). The Receiving Party agrees to be held liable and subject to the remedies provided herein and by law for a breach of the terms and conditions of this Letter Agreement by any of its Representatives. In addition, the Receiving Party agrees not to duplicate the Evaluation Material or any portion thereof, except as reasonably necessary to further the evaluation of the Arrangement by its

Confidentiality Agreement (Continued)

Representatives. The Receiving Party will be responsible for any breach of the terms of this letter agreement by its Representatives.

Except as otherwise permitted herein, without the prior written consent of Disclosing Party, the Receiving Party will not, and will direct its Representatives not to, disclose to any person the fact that either discussions or negotiations are taking place concerning a possible Arrangement, including the status thereof, unless in the opinion of the Receiving Party's counsel disclosure is requested by a governmental authority or self-regulatory organization or required by law, regulation, legal or regulatory process (collectively, "Law") to be made in a judicial, administrative or governmental proceeding; *provided, however*, that if the Receiving Party proposes to make any disclosure based upon such opinion of its counsel, as aforesaid, the Receiving Party will advise and consult with Disclosing Party prior to such disclosure concerning the information it proposes to disclose, to the extent such action is permitted by Law. In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any information supplied to the company in the course of its dealings with Disclosing Party, it is agreed that the Receiving Party will provide Disclosing Party with prompt notice of such request(s), to the extent such notice is permitted by Law, so that Disclosing Party may seek a protective order or other appropriate remedy, or waive compliance with the terms of this letter agreement. If such protective order or other remedy is not obtained and the Receiving Party is so requested or required by Law to disclose Evaluation Material, or if Disclosing Party waives in writing compliance with the terms of this letter agreement, the Receiving Party or its Representatives shall furnish only that portion of the Evaluation Material or such other information which it is advised by counsel is so requested or required by Law to be disclosed without liability hereunder. The term "person" as used in the letter agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership, or individual.

In the event that no Arrangement is effected between the Company and CSC after the Receiving Party has been furnished with the Evaluation Material, and to the extent not prohibited by Law, the Receiving Party will promptly, upon the written request of Disclosing Party, destroy or deliver to Disclosing Party the Evaluation Material, without retaining any copy thereof, and will promptly destroy any other written material derived from the Evaluation Material. Such destruction will be confirmed to Disclosing Party upon written request (with email being sufficient). Notwithstanding the foregoing, to the extent required for legal or regulatory purposes or to satisfy internal compliance policies or procedures, Receiving Party may retain any copy of Evaluation Material. For the avoidance of doubt, the Receiving Party shall not be required to expunge any Evaluation Material or other information located on backup servers and similar devices except in the ordinary course of business consistent with past practices.

The Receiving Party understands that Disclosing Party makes no representation or warranty hereunder as to the accuracy or completeness of the Evaluation Material, except as contemplated by any definitive agreement or engagement letter regarding the Arrangement contemplated hereby. The Receiving Party agrees that neither Disclosing Party nor any of its Representatives shall have any liability hereunder to the Receiving Party or any of the Receiving Party's Representatives resulting from the Receiving Party's or their use of the Evaluation Material, except as otherwise contemplated by any definitive agreement or engagement letter regarding the Arrangement contemplated hereby.

It is understood that each of such terms and conditions is necessary to preserve the confidentiality of the Evaluation Material provided to the Receiving Party pursuant to this letter agreement and that a breach of any of the terms and conditions hereof may result in irreparable damage to Disclosing Party in an amount now impossible to calculate. It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this letter agreement by the Receiving Party and that Disclosing Party shall be entitled to specific performance as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for the Receiving Party's breach of this letter agreement but shall be in addition to all other remedies available at law or equity to Disclosing Party. In addition, the Receiving

Confidentiality Agreement (Continued)

Party agrees to waive any requirement for the securing or posting of any bond in connection with the foregoing remedies.

Nothing herein is intended to obligate either party to proceed with or consummate the Arrangement contemplated hereby, and either party may terminate discussions or negotiations, without liability, at any time and for any reason.

Any consent or waiver of compliance with any provision hereof shall be effective only if in writing and signed by both parties, and no such consent or waiver shall be deemed to extend beyond the particular subject thereof.

If any provision hereof shall be determined to be void or unenforceable in any jurisdiction, the validity and effectiveness of such provision in any other jurisdiction, and the validity and effectiveness of the remaining provisions, shall not be affected.

The obligations of confidentiality and limitation of use, disclosure, and access set forth herein shall survive the termination or expiration of all dealings between the parties regarding the Arrangement, for a period of one (1) year from the date first above written. The obligations of confidentiality and limitation of use, disclosure and access set forth herein relating to Nonpublic Personal Information, as that term is used and defined in 15 U.S.C. Section 6801, et. seq., shall survive in perpetuity.

THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CHOICE-OF-LAW DOCTRINE. EACH PARTY ALSO HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE COUNTY OF NEW YORK, BOROUGH OF MANHATTAN, AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT, AGREES NOT TO COMMENCE ANY SUIT, ACTION OR PROCEEDING RELATING THERETO EXCEPT IN SUCH COURTS, AND WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO MOVE TO DISMISS OR TRANSFER ANY ACTION BROUGHT IN SUCH COURT ON THE BASIS OF ANY OBJECTION TO PERSONAL JURISDICTION OR VENUE. **ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS LETTER AGREEMENT OR ANY OF THE MATTERS CONTEMPLATED HEREBY IS WAIVED.**

This letter agreement may be executed in separate counterparts (including by means of telecopied signature pages or signature pages delivery by electronic transmission in portable document format (.pdf)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

If the Company is in agreement with the foregoing, please sign and return one copy of this letter agreement, which will thereupon constitute the agreement of the parties hereto with respect to the subject matter of this letter agreement.

Confidentiality Agreement (Continued)

Very truly yours,

CITADEL SERVICING CORPORATION

By:

Name:

Title:

Confirmed and agreed to:

Company:

Sign: _____

Name:

Title:

Date: