

CONFIDENTIAL DISCLOSURE AGREEMENT - BROKER

Effective Date: 7/20/15

This Confidential Disclosure Agreement (the "Agreement") is entered into by and between Syndicated Patent Acquisitions Corp. ("SynPat"), and ThinkFire. (hereinafter "Broker").

For the purpose of assisting the parties in determining whether to enter into a Patent Purchase Agreement ("PPA") under which Broker would sell a seller's patents to SynPat at an agreed upon price ("Upfront Price") plus $\frac{1}{3}$ of SynPat's revenues from the patents (the "Sale Transaction"), the parties may disclose to each other confidential information that the disclosing party wants to keep confidential; therefore, the parties agree as follows:

1. A party receiving information from the other party agrees that for a period of twelve (12) months from the Effective Date, it will not use or disclose the information, except: (a) as may be necessary to evaluate the Sale Transaction, or (b) in the event that such information (i) comes into the public domain through no fault of the recipient; (ii) is already known to the recipient at the time of disclosure; (iii) is lawfully otherwise learnt or independently developed by the recipient; or (iv) is required to be disclosed by law.
2. The parties agree that a purchase proposal from SynPat to Broker's client, if made, is confidential, and that Broker, its client, and its representatives, will keep the existence of such a proposal and its terms in confidence according to the terms of this Confidential Disclosure Agreement.
3. Each party acknowledges that a breach of its obligations hereunder may result in irreparable harm to the other party, and therefore agrees that upon such breach or threat thereof, the other party shall be entitled to specific performance and other injunctive relief without posting a bond, and in the event of disclosures required by court order, it shall promptly notify the other party of the proceeding.
4. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall be binding upon the successors and assigns of the respective parties, and may not be modified except by an instrument in writing signed by both parties.
5. In the event of a successful acquisition of patents that were introduced exclusively by Broker (i.e. not by others as well) to SynPat, Broker will be entitled to a sale commission from SynPat, equal to 0.1 times the Upfront Price. In addition, in the event of successful sales of Regular and Risk Averse licenses promoted by Broker to SynPat's licensees, Broker, if appointed by SynPat, will be entitled to a license commission from SynPat, equal to 0.1 time the license fee. Payments of any commission will be made from SynPat's revenues only.

Syndicated Patent Acquisitions Corp.

By: _____

Title: _____

Date: _____

ThinkFire

By: [Signature]

Title: CEO

Date: July 20, 2015