CONFIDENTIAL DISCLOSURE AGREEMENT

Effective Date: June 4, 2015

This Confidential Disclosure Agreement (the "Agreement") is entered into by and between Syndicated Patent Acquisitions Corp. (“SynPat”), and Reliance Capital Management, LLC (hereinafter “Reliance Capital”).

For the purpose of assisting the parties in determining whether to enter into a Patent Purchase Agreement ("PPA") under which Reliance Capital would facilitate the sale of certain patent(s) and or patent application(s), (the “IP assets”) owned by various Sellers to SynPat (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 three (3) years 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 Reliance Capital’s client, if made, is confidential, and that Reliance Capital, 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. In addition, the name of the Seller(s) of the IP asset(s) and the identity of the IP asset(s), Claim Charts and prior art search reports are confidential according to the terms of this agreement. SynPat agrees not to reach out to the Seller(s) directly without the written consent of Reliance Capital until the PPA is signed by each party.
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 IP asset(s) that were introduced exclusively by Reliance Capital (i.e. not by others as well) to SynPat, Reliance Capital will be entitled to a Fee from SynPat, equal to 0.1 times the Upfront Price as defined in the attached Term Sheet. In addition, in the event of successful sale of Regular and Risk Averse licenses promoted by Reliance Capital to SynPat’s licensees, Reliance Capital, if appointed by SynPat, will be entitled to an additional License Fee from SynPat, equal to 0.1 time the license fee. Payments of any Fees to Reliance Capital will be made from SynPat’s revenues only. SynPat will let Reliance Capital know within 3 business days of receiving the identity of the IP assets if Reliance Capital introduced the IP assets exclusively to SynPat.

Syndicated Patent Acquisitions Corp. Reliance Capital Management, LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: Managing Director

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: June 4, 2015