**NON-DISCLOSURE AND COMPENSATION AGREEMENT**

This Non-Disclosure Agreement (the “Agreement”), effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015 (“Effective Date”), is made by and between Reliance Capital Management, LLC, a Delaware entity having a place of business at 250 Park Avenue, 7th Floor, New York, NY 10177 (“Reliance Capital”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and affiliates, with a place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Company”). Reliance Capital and the Company may be referred to herein individually as a “Party” and together as the “Parties.”

**1.** **Purpose.** The Parties anticipate exchanging certain technical and business information for the limited purpose of engaging in business discussions relating to the sale and/or license of patents, patent applications, or inventions (the “Purpose”).

**2.** **Confidential Information.** “Confidential Information” as used herein means any information disclosed in any form whatsoever (including, but not limited to disclosure made in writing, orally or in the form of patent numbers, name of the selling or buying entity, claim mappings, prior art searches, compensation, formulas, samples, models, computer programs, know-how, trade secrets or otherwise) that a Party, including its Affiliates, (the “Disclosing Party”) discloses to the other Party, including its Affiliates (the “Receiving Party”) or its Representatives for the Purpose, including but not limited to business, financial, contractual, marketing and/or technical information, provided that (i) such information is at the time of disclosure designated as “confidential” or similar legend or is marked with the name, sign, trade name or trade mark of the Disclosing Party or (ii) the nature of the information makes it obvious that it is confidential. For clarity, “Affiliates” as defined herein means any legal entity which, at the time of disclosure to it of any Confidential Information, is directly or indirectly controlling, controlled by or under common control with a Party, provided that: (a) such entity shall be considered an Affiliate only for the time during which such control exists and (b) for purposes of this definition “control” shall mean ownership or control, either directly or indirectly, of more than fifty percent (50%) of the voting rights of such entity.

**3. Obligations of Receiving Party.** Unless otherwise agreed in writing by the Parties, the Receiving Party shall (a) use the Confidential Information solely for the Purpose; (b) treat Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable degree of care; and (c) not, without the Disclosing Party’s prior written consent, copy, disclose, or disseminate, in any way or form the Confidential Information to anyone except the Receiving Party’s and its affiliates’ directors, employees, advisors, agents and consultants (“Representatives”) who have a need to know the Confidential Information for the Purpose, so long as such Representatives are advised of Receiving Party’s obligations hereunder. The Seller(s) or the assignee(s) of the patents or patent applications do not qualify as Representatives.

**4. Exceptions to Obligation of Confidentiality.** The term Confidential Information shall not include any information disclosed by the Disclosing Party to the Receiving Party which the Receiving Party can clearly establish by documented evidence (a) is at the time of disclosure to it, in the public domain; (b) is after disclosure of it published or otherwise becomes part of the public domain through no fault and or breach of the Receiving Party; or (c) is required to be disclosed by applicable law or by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other legally binding process; provided, however, that the Receiving Party provides the Disclosing Party the reasonable opportunity, at its sole expense, to seek a protective order for the Confidential Information of the Disclosing Party.

**5. No Representation and Warranties; Ownership.** The Confidential Information is delivered “as is” and all representations and warranties, express or implied, are hereby disclaimed, including, but not limited to that the Confidential Information is accurate, complete or reliable for any purposes whatsoever, and the use of the Confidential Information does not infringe any rights that may be held by a third party in respect of any such information. All Confidential Information remains the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting to the Receiving Party any right, license or immunity under any copyrights, inventions, trade secrets or patents now or hereafter owned or controlled by the Disclosing Party.

**6. Retention.** Upon receiving a written request from the Disclosing Party following termination or expiration of this Agreement, all tangible embodiments of Confidential Information, together with any copies of same as may be authorized in this Agreement, shall be returned to the Disclosing Party or confirmed in writing to be destroyed by the Receiving Party.

**7. Term and Termination.**  This Agreement shall terminate three (3) years after the Effective Date and the confidentiality obligations shall survive the termination of this Agreement. However, either Party may terminate this Agreement earlier by providing thirty (30) days’ prior written notice to the other Party.

**8. Inadmissibility of Disclosure.** The Parties acknowledge that Confidential Information, and any acquisition and licensing communications related thereto, constitute inadmissible communications, including under Federal Rule of Evidence 408 if applicable and other similar statutes and rules. Such communications may only be used for the Purpose defined herein, and may not be used by any Party for any other purpose, including, without limitation, (a) any use to support a declaratory judgment action of infringement, (b) any use to support an allegation of willful infringement, or (c) as notice of patent infringement. The Parties also acknowledge the good faith nature of their discussions, and agree that any claim for willful infringement of any identified patents, or patent applications which may later issue as a patent, may not be based upon or supported by any activity conducted in pursuit of the Purpose defined herein.

**9. Use of Names; Publicity.** The existence and subject matter of this Agreement are hereby designated as Confidential Information. Each Party agrees not to disclose the identity of the Parties to any third party without the prior written consent of the other Party. Neither Party may make any public or private comment, statement or reference with respect to this Agreement, the existence of discussions regarding a possible transaction between the Parties, or any investigation, discussions, meetings, terms, conditions, or other aspects of any such transaction or any agreement involving or relating to the Purpose.

**10. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles that would require application of the laws of a jurisdiction other than California. The parties agree that the state and federal courts located in California shall have jurisdiction for any dispute arising under this Agreement.

**11.** **Remedies.** The Receiving Party agrees that the Disclosing Party may seek specific performance and injunctive relief (without the need to post any bond or other undertaking) as remedies for any material breach of this Agreement by the Receiving Party, which remedies will not be exclusive but will be in addition to all other remedies available to the Disclosing Party at law or in equity.

**12. General.** This Agreement is the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter. This Agreement may only be modified in writing by the Parties. Any understanding between the Parties beyond the Purpose of this Agreement will be set forth in a separate written agreement containing appropriate terms and conditions. Neither Party may assign this Agreement without the prior written consent of the other Party. If any provision of the Agreement is declared or found to be illegal, unenforceable or void, then such provision will be null and void but each other provision hereof not so affected will be enforced to the full extent permitted by applicable law. This Agreement may be signed in separate counterparts, and facsimile and electronic signatures will be accepted as originals. Any reproduction of this Agreement made by reliable means is considered an original. Any expenses expended or incurred by the Parties is at each Party’s sole cost and expense unless otherwise agreed.

**13. Compensation.** The total transaction cost for any purchase (whether in one or a series of transactions) of patents or patent applications by the Company, “the IP assets” that are sent by Reliance Capital to the Company, would be “a+b” where “b” is the amount received by the seller and “a” is the amount received by Reliance Capital from the Company. The IP Processing, Administrative and Transaction Fee, “a” will equal 10% of “b” and will be paid to Reliance Capital within 5 business days of transferring the funds to the seller of the IP assets..

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

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| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |