



BLACKONYX

STRENGTH IN LENDING

Terms and Conditions

Black Onyx Lending Firm, LLC (hereinafter referred to as BOLF) and CLIENT desire to discuss a possible business relationship (the "Discussion"), and in order to do so, CLIENT may disclose to BOLF, and BOLF may disclose to CLIENT, certain Confidential Information (as hereinafter defined).

In consideration of the above premises and the covenants hereinafter set forth, the parties agree as follows:

1. As used herein, the term "Confidential Information" means information related to the Discussion or the business of the disclosing party or its affiliates that (a) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts by the disclosing party or its affiliates that are reasonable under the circumstances to maintain its secrecy, including without limitation (1) marking any information reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature; (2) identifying any oral presentation or communication as confidential immediately before, during, or after such oral presentation or communication; or (3) otherwise treating such information as confidential. Assuming the criteria in clauses (a) and (b) above are met, Confidential Information includes, but is not limited to, technical and non-technical data related to the designs, programs, inventions, finances, financial condition, actual or potential customers and suppliers, research, development, existing and future products, and employees of the disclosing party and its affiliates. Confidential Information also includes information that has been disclosed to BOLF or CLIENT by a third party that BOLF or CLIENT is obligated to treat as confidential.

Confidential Information does not include any information that (a) is already known to the receiving party at the time it is disclosed; (b) becomes generally known to the public through no wrongful act of the receiving party; (c) is rightfully received by the receiving party from a third party without restriction on disclosure; (d) has been independently developed by the receiving party without use, directly or indirectly, of the Confidential Information received from the disclosing party; or (e) has been furnished to a third party by the disclosing party without restrictions on the third party's rights to disclose the information.

2. Each party (a) must use the same care and discretion (but in no event less than reasonable care and discretion) to protect and prevent disclosures of the Confidential Information as it employs with similar information of its own; and (b) must not use, reproduce, distribute or disclose the Confidential Information except as authorized in writing by the disclosing party.

Disclosures of the Confidential Information of the other party may be made only to employees, agents or independent contractors of the receiving party who are directly involved in performing the agreements from the Discussion, have a specific need to know such information; and whom the receiving party has obligated under a written agreement to hold the Confidential Information in confidence and otherwise to comply with the terms of this Agreement. The receiving party agrees to diligently monitor each such employee, agent or independent contractor and upon request by the other party, promptly to furnish to the other party a list of the receiving party's employees, agents and independent contractors having had access to such Confidential Information.

3. Within ten (10) days following the receipt of a written request from the other party, the receiving party must deliver to the other party all tangible materials containing or embodying the Confidential Information.

4. This Agreement and the rights and obligations of the parties under this Agreement may be assigned only upon the prior written approval of the parties. The rights and obligations of the parties will inure to the benefit of, will be binding upon, and will be enforceable by the parties and their lawful successors and representatives.

5. No modifications of this Agreement or waiver of any of its terms will be effective unless set forth in a writing signed by the party against whom it is sought to be enforced. The covenants contained in the Agreement will survive for a period of one year from the date hereof, provided that any trade secrets included within the Confidential Information shall retain their statutory protections beyond such time period. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

605 N. Michigan Ave, 4th Floor
(844) 834-7319 Office

Chicago, IL 60611

www.blackonyxlending.com
(844) 826-1923 Fax