

**CONFIDENTIAL DISCLOSURE AGREEMENT (Candidate Participating Lenders)**

THIS CONFIDENTIAL DISCLOSURE AGREEMENT (“Agreement”) dated as of \_\_\_\_\_, is made by and between UFT Commercial Finance, LLC., a Delaware limited liability company, with offices located at 2121 Waukegan Road, Suite 100, Bannockburn, Illinois 60015 (“UFTCF”), and \_\_\_\_\_, a \_\_\_\_\_ with offices located at \_\_\_\_\_, (“Institution”, and, collectively, UFTCF and Institution are referred to as the “Parties”).

**BACKGROUND**

A. UFTCF has rights to United States Patent Application No. 13/332,304 titled “Automated Process Guidance Application and Method for Credit Instrument and Origination, Administration and Fractionalization System, filed 20 December 2011, which describes and claims the technology related to certain credit participation certificates (“CPCs”), participating networked systems, and the administration, application and commercialization thereof, and of all patents, both foreign and domestic, claiming priority therefrom (“Patents”) that it wishes to make available to the Institution (the “Technology”);

B. UFTCF has rights to copyrighted works incorporating the Technology (“Copyrighted Works”).

C. UFTCF has rights to certain service marks and trademarks related to the commercialization of the Technology (“Trademarks”).

D. UFTCF is interested in commercializing and deploying the Technology, the Patents, the Trademarks, and the Copyrighted Works in the financial marketplace (collectively, the Technology, the Patents, the Trademarks, and the Copyrighted Works are referred to as the “Financial Technology”).

E. Institution has expertise and experience in specific areas of the financial services industry and may benefit from accessing CPCs or using the Financial Technology.

F. Institution desires to receive from UFTCF information regarding the Financial Technology related to Institution’s application of its expertise, experience or contacts pertaining to the Technology;

G. During the course of evaluating or studying the Financial Technology, the Parties will exchange certain confidential information, inclusive of but not limited to documentation and information describing the Financial Technology, CPC offerings, customer information and professional relationships of the Parties, proposed and actual business models and systems pertaining to the Financial Technology and potential applications of the Financial Technology, (the “Confidential Information”) so that the parties can evaluate their interest in entering into a business relationship; and

H. Due to the proprietary nature of such Confidential Information, the Parties agree that disclosure of such will be subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed between the Parties as follows:

**TERMS AND CONDITIONS**

1. Institution agrees and understands that UFTCF has incurred great expense in creating its Financial Technology and has a proprietary interest in the Financial Technology, which is protectable under the law of trade secret. Institution agrees to hold such Financial Technology in strict confidence and not to disclose such trade secrets to any third party without UFTCF’s prior written consent.

2. Institution's use of Confidential Information will be for the sole purpose of evaluation of a possible business relationship with regard to the utilization or commercialization of the Financial Technology. Institution will require its employees to agree to be bound to the terms and conditions of this Agreement. At the termination of this Agreement for any reason, Institution will immediately return to UFTCF all Financial Technology, drawings, specifications, manuals and other printed or reproduced material provided by UFTCF to Institution and all copies of such information made by Institution or its employees, including without limitation all electronic and hard copies and all derivations thereof.

3. The confidentiality obligations of this Agreement shall not apply to information which: (a) at the time of disclosure is reasonably available to the public; (b) becomes reasonably available to the public through no fault of the recipient of the information; (c) is possessed by the recipient, as evidenced by written or other tangible evidence, prior to receipt of the information from one of the other Parties; or (d) becomes known to the recipient from a third party who has no obligation of confidentiality to the Parties.

4. The obligations of this Agreement apply to discussions or disclosures of Confidential Information which occurred prior to execution of this Agreement.

5. Institution hereby agrees that the limitations above are necessary to protect UFTCF's goodwill respecting the Financial Technology. Institution recognizes and agrees that damages cannot adequately compensate UFTCF in the event of a breach of any of the covenants contained in this Agreement. Accordingly, Institution agrees that in the event of a breach of any of such covenants, UFTCF shall be entitled to obtain specific performance and injunctive relief against the Institution, without payment of a bond. Obtainment of any such injunction by UFTCF shall not be deemed an election of remedies or a waiver of any right to assert any other remedies that UFTCF may have at law or in equity.

6. To the extent any of the covenants contained in this Agreement are deemed unenforceable by virtue of their scope, in terms of duration or otherwise, but may be made enforceable by limitations thereon, the Parties mutually agree that the same shall be enforceable to the extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought. The Parties hereto authorize any court of competent jurisdiction to modify or reduce the scope of the restrictive covenants to the extent necessary to make such restrictive covenants enforceable.

7. The obligations of this Agreement shall not be altered, amended or superseded by any subsequent agreement, except by written instrument signed by all Parties.

8. This is an agreement specific to the Parties. The Parties may not assign or delegate any of its obligations under this Agreement without the prior written consent of the other Parties. This Agreement is not assignable by any Party hereto without the prior written permission of the other Parties.

9. This Agreement shall be governed by and subject to and interpreted in accordance with the laws of the State of Illinois, the United States of America.

10. No party to this Agreement shall commit any act or take any action that frustrates or hampers the rights of any other party under this Agreement. Each party shall act in good faith and engage in fair dealing when taking any action under or related to this Agreement.

11. If Institution is requested or required (by deposition, interrogatory, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Institution shall, if it may lawfully do so, notify UFTCF promptly so that UFTCF may seek any appropriate protective order and/or take any other action. Institution agrees to cooperate with UFTCF (but at UFTCF's expense) in its efforts to do so. In the event that such protective order is not obtained or that UFTCF waives compliance with the provisions hereof, (a) Institution may disclose to any tribunal or other person only that portion of the Confidential Information which Institution is advised by its legal counsel, in writing, is legally required to be disclosed or which is necessary to avoid sanction for contempt of court (or such other tribunal or person) and shall use its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information, and (b) Institution shall not be liable for such

disclosure unless such disclosure to such tribunal or other person was caused by, or resulted from, a previous disclosure by Institution not permitted by this agreement.

12. Unless otherwise agreed in writing, this Agreement will continue in effect until the later to occur of two (2) years from the last date written below or until its termination by mutual agreement of the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the date and year first above written.

UFT COMMERCIAL FINANCE, LLC

INSTITUTION

BY \_\_\_\_\_

BY \_\_\_\_\_

NAME \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_