

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Non-Disclosure and Confidentiality Agreement (the "Agreement") is made and entered into as of this _____ day of _____, 20____ by and between OnY Glo, Inc, a California corporation having its principal place of business at 6 Hutton Centre Drive, Suite 1030, Santa Ana, CA 92707 (the "Company") and _____, a _____ whose principal place of business is _____ the "Counterparty") (individually, the "Party" and collectively, the "Parties").

WHEREAS, Company and the Counterparty (as applicable, the "Discloser" or the "Recipient") contemplate entering into a business relationship ("Potential Transaction"), which may involve discussions and transactions wherein either Party might share information with the other that the Discloser considers to be proprietary and/or confidential to itself ("Confidential Information"); and

WHEREAS, as a condition to furnishing such Confidential Information, it is required that Recipient agrees to treat confidentially such information furnished; and

NOW THEREFORE, the Parties hereto agree as follows:

1. Definition of Confidential Information

In connection with discussions regarding a Potential Transaction and/or business relationship (the "Discussions"), the term "Confidential Information" means any information (whether in written, electronic, oral or other form) that is transmitted by or on behalf of Discloser, before, on or after the date hereof, whether denominated as confidential or not, which could be reasonably understood by Recipient to be, proprietary and/or confidential, including, without limitation, any computer programs, business plans, work product, analyses, sales data, financial data, product/services specifications and designs, customer data, personnel information, software, codes, reports, processes, screen layouts, printouts, memoranda, notes, correspondence, marketing plans, studies, derivative works, documents, training materials, records, information regarding business transactions and any other information delivered by or on behalf of Discloser to Recipient pursuant to this Agreement. The term Confidential Information also includes all Nonpublic Personal Information (as defined in the Gramm-Leach-Bliley Act of 1999 (15 U.S.C §6801 et. seq.) and its implementing regulations.

The term Confidential Information does not include any information that (i) is already known to the public at the time of disclosure or thereafter becomes generally available to the public (other than as a result of disclosure in breach of this Agreement); or (ii) was or becomes available to Recipient from a person otherwise not prohibited from transmitting the information to Recipient; or (iii) is produced as a result of Recipient's independent development without use of any Confidential Information of Discloser. As used in this Agreement, "person" shall be broadly interpreted to include, without limitation, any corporation, company, entity, joint venture, partnership or individual.

2. Agreement Not to Disclose

Recipient agrees not to, and to cause its relevant parent, subsidiaries, partners, officers, directors, employees and other affiliates, agents and/or representatives not to, disclose the Confidential Information to any person or entity, directly or indirectly, other than those of Recipient's directors, officers, employees, representatives who have a need to know such information in order to evaluate the Potential Transaction or provide services approved by Discloser ("Authorized Group"). Except as provided specifically herein, Recipient agrees to, and to cause its parent, subsidiaries partners, officers, directors, employees and other affiliates, agents and/or representatives to maintain such Confidential Information in the strictest confidence. Prior to receiving any Confidential Information, the Authorized Group must agree in writing to be bound by the terms of this Agreement or a similar confidentiality agreement with terms materially equivalent to those contained herein.

Notwithstanding the above, obligations of confidentiality and nondisclosure contained herein shall be modified to the extent disclosure of the Confidential Information is specifically required by law; provided however, in

any case in which disclosure is so required that (i) Recipient shall provide prompt advance notice of any such disclosure to Discloser as may be legally permissible including but not limited to the existence, terms and circumstances surrounding the possible disclosure; (ii) Discloser is provided an opportunity to object to, resist or narrow the scope of such disclosure or seek a protective order with respect thereto (to the extent legally permissible) and Recipient cooperates with such actions at Discloser's expense; and (iii) unless prohibited by law, copies of all communications between Recipient and the third party requesting, demanding or requiring disclosure are promptly supplied to Discloser. If such protective order or other remedy is not obtained by Discloser, Recipient may disclose without liability hereunder only that portion of the Confidential Information that, in the opinion of Recipient's legal counsel, it must disclose or else be liable for contempt or other penalty or censure; provided, however, that Recipient agrees to use its reasonable best efforts to obtain assurance that the Confidential Information will be treated confidentially upon any such disclosure.

3. Standard of Care

Recipient agrees that the information contained in the Confidential Information shall be kept confidential and maintained by Recipient in the strictest confidence with at least the same duty of care with which it protects its own confidential information of like import, but in no event less than a commercially reasonable standard of care (except as otherwise specifically provided herein).

To the extent that Recipient receives any Nonpublic Personal Information as defined by the Gramm-Leach-Bliley Act, Recipient agrees that it will maintain commercially appropriate physical, technical, and administrative safeguards designed to (i) ensure the security and confidentiality of such Nonpublic Personal Information in accordance with the Gramm-Leach-Bliley Act and its implementing regulations; (ii) protect against any anticipated threats or hazards to the security or integrity of such Nonpublic Personal Information, and (iii) protect against unauthorized access to or use of such Nonpublic Personal Information that could result in substantial harm or inconvenience to any individual whose Nonpublic Personal Information is made available to the Disclosing Party. Recipient will notify Discloser in writing of any unauthorized use of or access to Nonpublic Personal Information provided by or on behalf of the disclosing Party within a commercially reasonable amount of time not to exceed three business days from its discovery of such unauthorized use or access.

4. Continuation of Obligations

It is understood and agreed that the Recipient shall be bound by the obligations contained in this Agreement effective as of the date set forth above, during the course of the relationship, and during the term of any ensuing business relationship. Upon termination of the Discussions or any ensuing business relationship, Recipient shall continue to be bound by these obligations. Furthermore, in the event that the Discussions are terminated after Recipient has been furnished with Confidential Information, or at anytime upon the written request of Discloser, Recipient shall promptly deliver to Discloser all Confidential Information (whether prepared by Recipient or any other person or entity) and retain no copy thereof; provided, however, that Recipient may retain an archival copy of Discloser's Confidential Information, in accordance with its record retention policies and subject to the confidentiality obligations contained herein, as may be required by law for audit, legal, and/or regulatory compliance purposes. Notwithstanding the return, destruction, retention or erasure of any Confidential Information, Recipient will continue to be bound by its obligations of confidentiality and non-disclosure, as well as its other obligations hereunder.

5. Remedy for Breach

It is understood and agreed that the information contained in the Confidential Information constitutes a valuable asset of Discloser and the unauthorized disclosure and/or improper use of such Confidential Information might cause irreparable damage and harm for which a remedy at law may be inadequate. Recipient agrees to indemnify and hold Discloser harmless for any losses, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses incurred with regard to any of the foregoing or with regard to this obligation) it may incur by reason of a breach of this Agreement by it or any of its Authorized Group. Accordingly, it is understood and agreed that money damages may not alone be a sufficient remedy for any breach of this Agreement and that Discloser shall be entitled to an injunction restraining Recipient or any of its Authorized Group from such breach without the necessity of posting any bond therefore. Such remedy shall not

be deemed to be the exclusive remedy for the breach of this Agreement, but shall be in addition to all other remedies available at law or equity.

It is further understood and agreed that any failure or delay in exercising any rights hereunder, or any single or partial exercise of such rights, shall not operate as a waiver of such rights. Any waiver concerning the breach of an obligation contained herein shall not be construed as a waiver of any other or subsequent breach.

6. Governing Law

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by, and construed, interpreted and enforced in accordance with the internal laws, and not the law of conflicts of, the State of California. The Parties also hereby irrevocably and unconditionally consent to, submit and waive any objections to the exclusive jurisdiction of and exclusive venue in the courts of the State of California in Los Angeles County, in any and all actions, suits or proceedings arising out of or relating to this Agreement or the transactions contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts).

7. Modifications and Assignments

There shall be no modification or amendment to this Agreement unless in writing and signed by both Parties to this Agreement. Neither Party shall transfer or assign this Agreement or any rights or delegate any obligations hereunder, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the other Party; provided that either Party shall have the right to assign this Agreement and the obligations hereunder, without the other Party's prior written consent, to any successor by way of merger or consolidation or the acquisition of all or substantially all of the business and assets of such Party relating to the Agreement, unless such successor could reasonably be construed to be competitive with the business of Discloser or any of its subsidiaries or affiliates. This Agreement will inure to the benefit of and be binding upon the Parties, their successors, administrators, heirs and permitted assigns. No third-party beneficiary is intended or shall be construed as created by virtue of this Agreement.

8. Duty Not to Disclose

Unless otherwise required by law, Recipient will not, without the prior written consent of Discloser, disclose to any person, other than the Authorized Group, either the fact that Discussions are taking place concerning the Potential Transaction, or any of the terms, conditions, or other facts with respect to the Potential Transaction and/or an actual business relationship, including the status thereof and the fact that the Confidential Information has been made available. Except as expressly provided herein with respect to confidentiality and non-disclosure of the Confidential Information, nothing in this Agreement shall obligate any Party in any manner whatsoever with respect to the consummation of negotiations for the Potential Transaction.

9. Ownership of Proprietary Information

The Recipient agrees that the Discloser is and shall remain the exclusive owner of the Confidential Information it provides to Recipient.

10. No Obligation to Proceed with Proposed Transaction

Nothing herein shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the Discussions contemplated by this Agreement concerning the business relationship.

11. Invalidity or Unenforceability of Certain Provisions

The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision of this Agreement.

12. Counterparts and Facsimile/PDF Signatures

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and



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such counterparts together will constitute one and the same agreement. Facsimile and/or PDF signatures shall be deemed originals for purposes of this Agreement.

13. Entire Agreement

This Agreement contains the entire understanding of the Parties hereto with respect to the subject matter hereof, supersedes any prior or contemporaneous oral or written agreements with respect to such. This Agreement shall remain in full force and effect unless and until a subsequent, written agreement, if any, expressly providing for confidentiality is executed by the Parties hereto.

14. Term

The term of this Agreement shall be for a period of two years from the date first written above; provided however that the requirement to protect Confidential Information and/or Nonpublic Personal Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.

OnY Glo, Inc.

Authorized Principal Name and Title: _____

Authorized Principal Signature: _____

Dated: _____

Broker Company Name: _____

Authorized Principal Name and Title: _____

Authorized Principal Signature: _____

Dated: _____