



NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into between Paper Assets Capital, LLC, a New Jersey limited liability company and/or its affiliates (the "Disclosing Party") and _____ ("Receiving Party"). This Agreement becomes effective upon execution.

WHEREAS, the Disclosing Party desires to disclose to the Receiving Party certain confidential and proprietary information necessary for the Receiving Party to complete due diligence to determine the feasibility of buying a note pool or note from the Disclosing Party ("Proposed Transaction").

NOW, THEREFORE, the parties agree as follows:

1. All information disclosed by the Disclosing Party hereunder that (i) is in writing and marked "confidential", (ii) is disclosed orally and reduced to a writing marked "confidential" promptly after the oral disclosure, or (iii) by its nature or under the circumstances of its disclosure should reasonably be understood to be confidential, whether furnished before or after the date hereof, is referred to herein as "Confidential Information". Confidential Information shall be deemed to include (i) all written or tangible information, (ii) all information orally or visually disclosed which is identified as confidential or proprietary at the time of disclosure, (iii) all information relating to technology and infrastructure, and (iv) all customer information. Confidential information shall include, without limitation, the following: information relating to either party's current, future, or proposed business services or products, technical data or know-how, including any research, products, services, developments, inventions, processes, techniques, designs, systems architecture, distribution, engineering, marketing strategies, business plans financial, merchandising and/or sales information, which is disclosed by either party, or on such party's behalf to the other party or its employees or agents.
2. No Contact with Consumers. Investor agrees that no contact will be made with the consumers of the assets being reviewed, nor will Investor contact any third parties regarding the Assets in question or the consumers thereof, other than those third parties upon whom the Investor reasonably relies to conduct its Due Diligence. Investor will indemnify and hold Paper Assets Capital, LLC harmless from all loss, claims, demands and suits of any nature, actual or threatened, arising out of any contact by the Investor with mortgagors or any third parties that is not necessary to the Due Diligence process.
3. The Receiving Party (a) shall hold all information in confidence; (b) shall use the information only for the purpose of evaluating and consummating the Proposed Transaction between the parties; (c) shall reproduce the information only to the extent necessary for such purpose; and (d) shall



not disclose or cause to be disclosed the information to any third party without prior written approval of the Disclosing Party.

The above restrictions shall not apply to any Information:

- a. that is documented by the Receiving Party as having been independently developed by it without reference to or reliance on the Information; or
- b. that the Receiving Party lawfully receives free of restriction from a source other than the Disclosing Party, who is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from transmitting the information to the Receiving Party; or
- c. after it has become generally available to the public through no wrongful act on the part of the Receiving Party; or
- d. that at the time of disclosure to the Receiving Party was known to the Receiving Party free of restriction as evidenced by documentation in the Receiving Party's possession as of the date of this Agreement; or
- e. that the Disclosing Party agrees in writing is free of such restrictions.

If the Receiving Party is requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Information, the Receiving Party shall provide the Disclosing Party with prompt notice of such request(s) to enable the Disclosing Party to seek an appropriate protective order. If no such order is obtained within a reasonably prompt time, the Receiving Party may, without liability hereunder, disclose that portion of the information that the Receiving Party's legal counsel advises in writing is legally required to be disclosed.

4. Use and Non-Disclosure of Confidential Information.

- a. The Receiving Party agrees not to use any of the Confidential information for any purpose other than the exclusive purpose of evaluating the Transaction. The Receiving Party agrees that the Confidential information will be kept confidential by the Receiving Party and its Representatives; provided, however, that any such information may be disclosed by the Receiving Party to its Representatives who need to know such information for the sole purpose of evaluating the Transaction and who are informed of the confidential nature of the Confidential information and agree to be bound by the terms of this Agreement.
- b. The Receiving Party agrees that it will not, and will direct its Representatives not to, disclose to any person any Confidential Information.
- c. Without the prior written consent of the Paper Assets Capital, LLC, neither the Receiving Party nor its Representatives shall disclose to any person the fact that the Receiving Party has received any of the Confidential information or that the Receiving Party is evaluating the Transaction.
- d. The Receiving Party will be responsible for any breach of this Agreement by its Representatives. The Receiving Party agrees, at its own expense, to take all reasonable measures, including but not limited to court proceedings, to restrain the Receiving



Party's Representatives from unauthorized disclosure or use of the Confidential information.

5. Indemnification. The Receiving Party agrees to indemnify and hold harmless Paper Assets Capital, LLC and its employees, officers and directors (collectively, the "Indemnified Parties") from and against any and all costs and expenses (including reasonable attorney's fees) incurred by or on behalf of any indemnified Party arising out of any breach by the Receiving Party, or any of its Representatives, of any provision of this Agreement. In case any proceeding shall be instituted involving any indemnified Party in respect of which indemnity may be sought pursuant to this Section 3, such indemnified Party shall promptly notify the Receiving Party in writing and the Receiving Party, upon request of the indemnified Party, shall retain legal counsel reasonably satisfactory to the indemnified Party to represent the indemnified Party and any others the Receiving Party may designate in such proceeding and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, the indemnified Parties shall have the right to retain their own counsel, but the reasonable fees and expenses of such counsel shall be at the expense of the indemnified Parties unless (i) the Receiving Party and the Indemnified Parties shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the Receiving Party and the Indemnified Parties and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them.
6. All information and all patents, copyrights, trade secrets and other rights therein, together with all copies, extracts or other reproductions in whole or in part thereof, shall remain the property of the Disclosing Party and, upon written request by the Disclosing Party, shall be returned to the Disclosing Party or destroyed by the Receiving Party, at the Disclosing Party's option. Further, all documents, memoranda, notes and other writings whatsoever based on the information requested to be returned or destroyed shall be destroyed by the party in possession thereof, and such destruction shall be certified to in writing to the requesting party. The return and destruction of such materials shall not relieve the parties hereto of their respective obligations hereunder.
7. Neither this Agreement nor the disclosure or receipt of information shall constitute or imply any promise or commitment by either party to negotiate with the other party or to consummate the Proposed Transaction. The Receiving Party understands that PAC has endeavored, and will continue to endeavor, to include in the Confidential information those materials that it believes to be reliable for the purpose of evaluating the Transaction, but the Receiving Party acknowledges that PAC makes no express or implied representation or warranty as to the accuracy or completeness of the Confidential information (except as may otherwise be provided in accordance with the terms of any definitive agreement between the parties relating to the Transaction). The parties agree that, unless and until a definitive agreement between the Receiving Party and PAC with respect to the Transaction has been executed and delivered, neither the Receiving Party nor PAC will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this or any other written or oral expression by it or



by any of their respective representatives except, in the case of this Agreement, for the matters herein after.

8. Each party agrees that all of its obligations undertaken herein shall survive any termination of this Agreement.
9. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and merges all prior discussions between them relating thereto.
10. No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
11. This Agreement:
 - a. may not be assigned by Paper Assets Capital, LLC or the Receiving Party without the prior written consent of the other party;
 - b. cannot be amended, nor can any of its provisions be waived, except by a writing signed by Paper Assets Capital, LLC and the Receiving Party; and
 - c. will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
12. This Agreement will be governed by and construed in accordance with the internal laws of the State of New Jersey.
13. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
14. If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed, and the remainder of this Agreement will continue in full force and effect.
15. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.
16. The provisions of this Agreement are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of this Agreement will cause the Disclosing Party substantial and irreparable damage and, therefore, in the event of such breach, the disclosing party will be entitled to seek specific performance and injunctive or other relief as a remedy. Such remedy shall not be deemed the exclusive form of remedy for breach of this agreement but shall be in addition to all other remedies available at law or equity.



PAC
PAPER ASSETS CAPITAL

Paper Assets Capital, LLC

30 Knightsbridge Road
Suite 525
Piscataway, NJ 08854

Tel: 888.507.7220
Fax: 888.501.7220

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Receiving Party

Company Name: _____ Signature: _____

Printed Name: _____ Title: _____

Dated: _____

Disclosing Party

Company Name: Paper Assets Capital, LLC Signature: _____

Printed Name: _____ Title: _____

Dated: _____



Paper Assets Capital, LLC

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Piscataway, NJ 08854

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PROSPECTIVE INVESTOR APPLICATION

COMPANY INFORMATION

Owner(s) Name and Title: _____

Company Name: _____

DBA(s): _____

Employer Identification Number/Social Security Number: _____

Physical Address (Do Not Use a PO Box): City: _____

State incorporated: _____

Year incorporated: _____

Zip Code: _____

Office Phone: _____ Mobile Phone: _____

Fax Number: _____ Email Address: _____

Website: _____

CORPORATE STRUCTURE

(please check one)

Corporation Limited Liability Partnership Sole Proprietor



PAC
PAPER ASSETS CAPITAL

Paper Assets Capital, LLC

30 Knightsbridge Road
Suite 525
Piscataway, NJ 08854

Tel: 888.507.7220
Fax: 888.501.7220

SERVICER INFORMATION
(If Applicable)

Name: _____

Address: _____

Toll Free Number: _____ Email: _____

State: _____ Zip Code: _____

Days of Operation: _____

Hours of Operation: _____ Time Zone: _____

Website: _____



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INVESTMENT INFORMATION

Have you previously purchased mortgage loans (yes) (no)

If yes, how long have you been buying: _____

What type of loans are you interested in: (Non-Performing (NPN)) (Re-Performing (RPMN))

How many loans have you previously purchased: (0-10) (10-100) (100+)

Current Capital Available to deploy: (under \$50k) (\$50-\$150k)
(\$150-\$350k) (\$350-\$500k) (\$500k+)

When was your last loan purchase: _____

How often are you looking to purchase: (weekly) (monthly) (quarterly) (other)

Average BPO value of loans you acquire: (under \$100k) (\$100k-\$350k) (\$350k-\$750k) (\$750k+)

States you are interested in: ALL STATES

- AK AL AR AZ CA CO CT DC DE FL GA HI IA
- ID IL IN KS KY LA MA MD ME MI MN MO
- MS NC ND NE NH NJ NM NV NY OH OK OR PA
- RI SC SD TN TX UT VA VT WA WI WV WY

Three Business References (Please include Name, Affiliation, and Phone Number)

1. _____

2. _____

3. _____

How did you hear about Paper Assets Capital, LLC?



Paper Assets Capital, LLC

30 Knightsbridge Road
Suite 525
Piscataway, NJ 08854

Tel: 888.507.7220

Fax: 888.501.7220

COMPANY INFORMATION

Has any domestic or foreign court ever found you or the company in violation of any financial service related statute(s) or regulation(s)? (yes) (no)

Has any US State or Federal regulatory agency or foreign financial regulatory authority suspended, revoked, denied, restricted or disciplined you or the Legal Owners licenses ability to engage in any aspect of the financial industry? (yes) (no)

Are you or anyone employed now the subject of any regulatory proceeding described above to the best of your knowledge? (yes) (no) Any Legal Owners? (yes) (no)

Have you ever been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign, or military court to committing or conspiring to commit a misdemeanor involving: (i) financial services or a financial services-related business, (ii) fraud, (iii) false statements or omissions, (iv) theft or wrongful taking of property, (v) bribery, (vi) perjury, (vii) forgery, (viii) counterfeiting, or (ix) extortion? (x) Has the company or any of the Legal Owner(s) or Officer(s) ever been convicted of or pled guilty or no contest to a felony? (yes) (no)

Has the company or any of the Legal Owner(s) or Officer(s) ever been convicted of or pled guilty or no contest to a misdemeanor involving fraud, deceit or misrepresentation? (yes) (no)

If you answered YES to any questions above, please explain:

I hereby declare under the penalty of perjury under the laws of the State of New Jersey that all the information provided herein is true to best of my knowledge and I am authorized to sign on behalf of the company I am representing as a duly appointed Officer or authorized representative.

I hereby authorize Paper Assets Capital, LLC to perform a thorough background check and license verification through one or more outside services, as needed, to complete the Mortgage Loan Buying Application. I understand this information will be kept in strict confidence, will only be made available to personnel of Paper Assets Capital, LLC and its affiliates, and will not be sold or transferred to any other parties.

Signature: _____

Print Name: _____

Title:

Date: