

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of _____, 2017, between Credit Management Association ("CMA") as auctioneer for the Catimini USA, Ltd. (collectively, the "Secured Party") to conduct a public auction sale of the Collateral described below and _____ ("Recipient") by [Company Name]

and through, _____,
[Officer's Name]

Its _____,
[Officer's Title]

Description of Collateral:

All Inventory as described on the Schedule of Inventory as posted in the DropBox Site, which access thereto will be provided upon execution and return of this Agreement as set forth herein.

CMA is engaged by the Secured Party to act as the auctioneer and conduct a public sale of the Collateral.

In order to facilitate Recipient's due diligence in making a determination whether, to submit a bid for the Collateral certain Confidential Information regarding the Companies and the nature of the obligations due which are secured by the Collateral will be disclosed to Recipient. CMA has agreed to permit Recipient to receive and review certain material and information provided that Recipient agrees to protect the material and information which may be disclosed to Recipient, and preserve its confidentiality.

1. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to the Companies, whether or not owned or developed by the Companies, which is not generally known to the public and not obtainable from any source other than the Companies and/or its agents, authorized representatives or assignees. For purposes of this Agreement, "Confidential Information" includes without limitation all of the following:

- Intellectual Property;
- Inventory Lists
- Agreements between Secured Party and its borrower or pledgor of the Collateral.
- Name of Secured Party and name of party that Secured Party recover Collateral from.

2. PROTECTION OF CONFIDENTIAL INFORMATION. Recipient understands and acknowledges that the Confidential Information has been developed or obtained by CMA or Secured Party by the investment of significant time, effort and expense, and that the

Confidential Information is a valuable, special and, unique asset of Secured Party, which provides Secured Party a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, Recipient agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of CMA. In addition, Recipient agrees that:

2.1. No Copying/Modifying. Recipient will not copy or modify any Confidential Information without the prior written consent of CMA.

2.2. Application to Employees. Further, Recipient shall not disclose any Confidential Information to any employees of Recipient, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of Recipient.

2.3. Unauthorized Disclosure of Information. If it appears that Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, CMA shall be entitled to an injunction to restrain Recipient from disclosing, in whole or in part, the Confidential Information. CMA shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

3. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of CMA, Recipient shall return to CMA all written materials containing the Confidential Information. Recipient shall also deliver to CMA written statements signed by Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

4. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

5. NO WARRANTY. Recipient acknowledges and agrees that the Confidential Information is provided on an AS IS, WHERE IS basis. CMA shall have no responsibility for the accuracy or completeness of any Confidential Information. CMA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CMA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. CMA does not represent or warrant that any product or business plans disclosed to Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of Recipient.

6. LIMITED LICENSE TO USE. Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Recipient acknowledges that, as between CMA and Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of CMA, even if suggestions, comments, and/or ideas made by Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

7. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of California. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

8. GOVERNING LAW; JURISDICTION; SERVICE OF PROCESS; STATUTE OF LIMITATIONS. Upon the execution date of this Agreement, this Agreement and all acts and transactions hereunder and thereunder and all rights and obligations of Secured Party and Recipient shall be governed, construed and interpreted in accordance with the internal laws of the State of California. Recipient (i) agrees that all actions or proceedings relating directly or indirectly hereto shall, at the option of Secured Party, be litigated in courts located within said state, and that, at the option of Secured Party, the exclusive venue therefor shall be Los Angeles County; (ii) consent to the jurisdiction and venue of any such court and consents to service of process in any such action or proceeding by personal delivery or any other method permitted by law; and (iii) waive any and all rights Recipient may have to object to the jurisdiction of any such court, or to transfer or change the venue of any such action or proceeding.

Recipient agrees that any claim or cause of action by Recipient against Secured Party, its agents, accountants or attorneys, based upon, arising from, or relating to this Agreement, or any other present or future agreement, or any other transaction contemplated hereby or thereby or relating hereto or thereto, or any other matter, cause or thing whatsoever, occurred, done, omitted or suffered to be done by Secured Party relating in any way to Recipient, shall be barred unless asserted by the commencement of an action or proceeding in a court of competent jurisdiction by the filing of a complaint within one (1) year after the first act, occurrence or omission upon which such claim or cause of action, or any part thereof, is based, and the service of a summons and complaint on Secured Party, or on any other person authorized to accept service on behalf of Secured Party within thirty (30) days thereafter. Recipient agrees that such one-year period provided herein shall not be waived, tolled, or extended except by the written consent of Secured Party in its sole and absolute discretion. This provision shall survive any termination, however arising, of this Agreement and any other present or future agreement.

9. ALTERNATIVE DISPUTE RESOLUTION PROVISIONS

9.1. Jury Waiver.

To the fullest extent permitted by applicable law, the Parties each hereby irrevocably and expressly waive all right to a trial by jury in any action, proceeding, or cross-complaint (whether

based upon contract, tort, or otherwise) arising out of or relating to this Agreement, the obligations or any of the transactions contemplated hereby or thereby or the Parties' actions in the negotiation, administration, or enforcement hereof or thereof. Each Party acknowledges that such waiver is made with full knowledge and understanding of the nature of the rights and benefits waived hereby, and with the benefit of advice of counsel of its choosing.

9.2. Judicial Reference.

The Parties each prefer that any dispute between them be resolved in litigation subject to the jury trial waiver set forth herein, but the California Supreme Court has held that such pre-dispute jury trial waivers are unenforceable. This section will be applicable until: (a) the California Supreme Court holds that a pre-dispute jury trial waiver provision similar to that contained herein is valid or enforceable; or (b) the California legislature passes legislation and the governor of the State of California signs into law a statute authorizing pre-dispute jury trial waivers and as a result such waivers become enforceable.

Accordingly, the Parties each knowingly and voluntarily agree that any civil action or proceeding involving a dispute arising out of or relating to this agreement, shall be tried solely through a Judicial Reference as provided in sections 638 through 645.1 of the California Code of Civil Procedure ("CCP") as described above. The Parties further realize that by agreeing to Judicial Reference as provided in CCP sections 638 through 645.1, the Parties will have waived their rights to trial by jury.

The Parties each further agree that the referee shall be a retired Judge or Justice selected by mutual written agreement of the Parties. If the Parties do not agree, the referee shall be selected by the Trial Court. The Parties further agree that the filing of any law and motion hearings or the initiation of any hearings to obtain any form of a pre-judgment remedy shall not operate as a waiver of the Parties right to trial solely through a Judicial Reference.

A request for appointment of a referee may be heard on an ex parte or expedited basis, and the Parties agree that irreparable harm would result if ex parte relief is not granted. The referee shall be appointed to sit with all the powers provided by law. The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that will be binding on the Parties and rule on any motion which would be authorized in a trial, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision pursuant to CCP section 644 and the referee's decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court. The final judgment or order entered by the referee shall be fully appealable as provided by law. The Parties reserve the right to receive findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial, which new trial, if granted, is also to be a reference proceeding under this provision.

9.3. Arbitration.

Although the Parties each prefer that any dispute between them shall be resolved solely through Judicial Reference as set forth herein, the California Supreme Court has held that a trial court may refuse to enforce a Judicial Reference agreement, and deny a motion for appointment of a referee under CCP section 638, where there is a possibility of conflicting rulings on a common issue of law or fact, or based on considerations of judicial economy specifically, the duplication of efforts, increased costs, potential delays in resolution, and an unmitigated burden on the Superior Court.

Accordingly, if the trial court refuses to enforce the appointment of a judicial referee (and no successor statute is enacted) the Parties knowingly and voluntarily agree to submit and settle any dispute, controversy or claim arising out of relating to this agreement to arbitration. This Agreement to submit to arbitration is presently effective but shall be enforced only in the event that the Jury Waiver and the Judicial Reference provision as set forth above and as provided in CCP sections 638 through 645.1, is held unenforceable. The arbitration shall be conducted in Los Angeles, County, in the State of California and administered by a retired Judge or Justice selected by mutual written agreement of the Parties who shall be governed by the same procedure as if the Parties were proceeding by the above Judicial Reference procedure. The Parties further agree that the filing of any law and motion hearings or the initiation of any hearings to obtain any form of a pre-judgment remedy shall not operate as a waiver of the Parties right to submit and settle any dispute, controversy or claim arising out of relating to this agreement to arbitration.

The arbitration procedure shall be governed by the substantive and procedural laws of the State of California, including all aspects of its arbitration law pursuant to the California Arbitration Act, sections 1280 through 1294.2 of the Code of Civil Procedure (“CAA”) as amended from time to time. If a conflict exists between the provisions of the CAA and this Agreement, the language of the Agreement shall control. The Parties shall have all rights of discovery and remedies as they would in a California civil action pursuant to California Code of Civil Procedure section 1283.05, and that the arbitration shall be governed by all of the applicable rules set forth in civil discovery act, CCP sections 2016.010 through 2036.05. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the arbitration proceeding and the arbitrator is at all times required to strictly conform to these rules. The arbitrator shall prepare in writing and provide to the Parties an award including factual findings explaining the reasons on which their decision is based.

The arbitrator shall not have the power to commit (a) errors of law or legal reasoning, (b) errors of fact, or (c) errors with regards to mixed questions of law and fact. In addition, the arbitrator shall not reach factual conclusions unsupported by substantial evidence. Furthermore, the arbitrator shall not have the power to render an award (a) not based on proper admissible evidence, (b) based on evidence not presented at the hearing, or (c) not in conformity with the substantive and procedural law of the State of California.

In any arbitration arising out of or related to this agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the Parties waive any right to recover any such damages.

If the arbitrator exceeds any of the foregoing specific powers, the award may be vacated or corrected by filing a petition pursuant to the CAA in the time frame provided in CCP sections 1280 through 1294.2 in the Superior Court for the County of Los Angeles, in the State of California. The award is subject to review for legal error, factual error, confirmation, correction or vacatur only in a California State Court of competent jurisdiction and only pursuant to the CAA.

In reviewing the award, the Superior Court shall sit as if it were an Appellate Court, in all respects, including but not limited to the scope of review. The decision of the Superior Court is, itself, subject to review by the California Appellate Courts. The Court shall have the power to review (a) whether the findings of fact rendered by the arbitrators are supported by substantial evidence and (b) whether, as a matter of law based on such findings of fact the award should be confirmed, corrected or vacated. Upon such determination, judgment shall be entered in favor of either party consistent therewith.

If any portion of this arbitration provision is held invalid or unenforceable, the remainder shall still be valid and enforceable. The arbitrator and/or supervising Court shall both have the power to amend the arbitration procedures set forth herein so this agreement shall remain enforceable and binding.

The Parties each acknowledge that the judicial referee or arbitrator will charge fees and costs to conduct the Judicial Reference or arbitration. The Parties each agree to initially divide equally all Judicial Reference or arbitration fees and the compensation of the judicial referee or arbitrator. Notwithstanding the foregoing, the Parties each further acknowledge that the judicial referee or arbitrator may decide that one party or the other is the prevailing party in which event the non-prevailing party will be obligated to reimburse the prevailing party for all of the fees and costs imposed in connection with the Judicial Reference or the arbitration.

<p>Credit Management Association</p> <p>By: _____ Name: Charles Klaus Title: Authorized Representative</p>	<p>Recipient:</p> <p>_____</p> <p>[Company Name]</p> <p>By: _____ Name: Title Email Address Phone Number</p>
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