

MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Mutual Confidentiality and Nondisclosure Agreement (“Agreement”) is entered into between the entities below and as of the date first signed below.

1. Purpose. The parties wish to explore a business opportunity of mutual interest and, in connection with this opportunity and the resulting business relationship, if any, each party and/or its parent, subsidiaries, or affiliates (“Discloser”) may disclose to the other (“Recipient”) certain confidential technical and business information, as well as certain confidential consumer information, which Discloser desires Recipient to treat as confidential.

2. Confidential Information. “Confidential Information” means any nonpublic information disclosed by either party, its parent, subsidiaries, or affiliates to the other party, whether disclosed prior to or after signing this Agreement, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, business, financial and marketing plans, technology and product roadmaps, software code, present and future product integration plans, information on strategic partnerships and alliances and customer relationships, other technical and business information, and information regarding its customers and consumers). Confidential Information shall not, however, include any information which Recipient can establish: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by Discloser; (ii) becomes publicly known and made generally available after disclosure by Discloser to Recipient through no action or inaction of Recipient or its affiliates, attorneys, accountants, lenders, investors, agents, officers, directors, consultants and employees (collectively “Representatives”); (iii) is already in the possession of Recipient without restriction on use or disclosure at the time of disclosure by Discloser as shown by Recipient’s files and records immediately prior to the time of disclosure; (iv) becomes available to Recipient without restriction on use or disclosure from a third party without a breach of such third party’s obligations of confidentiality; or (v) is independently developed by Recipient without use of or reference to Discloser’s Confidential Information, as shown by Recipient’s files and records immediately prior to the time of disclosure.

3. Non-use and Non-disclosure. Recipient agrees: (i) to hold the Confidential Information of Discloser and its affiliates in strict confidence and to take reasonable precautions to protect such Confidential Information (which precautions shall be no less than those employed by Recipient to preserve the secrecy of its own confidential materials), (ii) to comply with all federal and state laws regarding privacy and confidentiality of customer or consumer information including, but not limited to, the Gramm-Leach-Bliley Act and its implementing regulations, (iii) not to make any use of or act on any Confidential Information whatsoever at any time, except (a) to internally evaluate and engage in discussions with Discloser concerning a potential business relationship between the parties and (b) to the extent the parties enter into a business relationship, as provided in the definitive agreement executed in connection with such relationship, (iv) not to copy such Confidential Information, or reverse engineer or disassemble any products, technology or tangible objects that utilize such Confidential Information, (v) not to disclose any such Confidential Information or any information derived therefrom to any third party or contact any third party regarding the Confidential Information or information derived therefrom, except to those of Recipient’s Representatives who have a legitimate “need to know” and are bound in writing to the restrictions herein, and (vi) not trade in Discloser’s securities based upon any Confidential Information. Recipient agrees and will direct such Representatives not to disclose to any person, without Discloser’s prior written consent, the fact that: (i) the Confidential Information is being made available to Recipient or (ii) any facts respecting the Purpose for which the Confidential Information is being provided. Recipient shall promptly notify Discloser upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement, and will cooperate with Discloser in every reasonable way to help regain possession of such Confidential Information and prevent its future unauthorized use. Recipient shall be responsible for any breach of this Agreement by its Representatives.

4. Compelled Disclosure. Recipient may disclose such parts of Confidential Information as may be required by regulatory request, law, or court order, but must first notify the Discloser, if legally permitted, so that the Discloser may seek a protective order at its sole cost (with the Recipient and its Representatives providing cooperation).

5. Return of Information. Immediately upon either party’s decision not to enter into the contemplated relationship or transaction, or upon request by

Discloser at any time, Recipient will either destroy or turn over to Discloser all manifestations of its Confidential Information, and all documents or media containing such Confidential Information, and all copies or extracts thereof; provided, however, Recipient may retain a copy of Confidential Information to the extent: (a) required by applicable law; (b) required by the Recipient’s internal document retention and governance policies; or (c) it would be unreasonably burdensome to destroy (such as archived computer records). Any Confidential Information retained shall continue to be treated as Confidential Information subject to the restrictions set forth in this Agreement, notwithstanding any termination or expiration hereof.

6. No Obligation. 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 opportunity.

7. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OR COMPLETENESS OF ITS CONFIDENTIAL INFORMATION.

8. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright or other intellectual property of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party, except for the use of Confidential Information that is expressly permitted herein.

9. Term. The obligations of the Recipient set forth herein shall continue for a period of five (5) years from the effective date of disclosure of the Confidential Information, except that any customer or consumer information contained within the Confidential Information shall be protected indefinitely.

10. General. In the event any part of this Agreement is found to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary in order for this Agreement to remain in full force and effect. This Agreement shall be deemed entered into and governed by the law of the State of California without regard to the conflicts of law provisions thereof. The parties consent to the exclusive jurisdiction and venue of the state and federal courts having within their jurisdiction Orange County, California. Notices hereunder will be effective only if in writing addressed to the relevant party as specified below. The prevailing party in any action to enforce this Agreement shall be entitled to its costs and fees (including attorneys’ fees and expert witness fees) incurred in connection with such action. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

11. Equitable Relief. Recipient acknowledges that any disclosure or unauthorized use of Confidential Information will constitute a material breach of this Agreement and cause substantial harm to Discloser for which damages would not be a fully adequate remedy. In the event of any such breach, in addition to other available remedies, Discloser shall have the right to obtain injunctive relief (without being required to post any bond or other security).

Newport Management Advisors Inc. DBA Golden Capital Group / OCRE Investment Fund 1, LLC – 3134 Airway Ave Costa Mesa, CA 92626

By: _____ Date: _____

Name: _____ Title: _____

Address: _____

By: _____ Date: _____

Name: _____ Title: _____

Address: _____