

CONFIDENTIALITY AGREEMENT

This Agreement, dated _____, is between _____, a _____ corporation (“Company”), and Great American Home Auctions, LLC, a California limited liability company, d/b/a Great American Loan Sale Advisors (together with its affiliated entities, “Broker”).

1. **Purpose**. Broker has expressed an interest in obtaining Confidential Information (as herein defined) from Company related to Broker’s potential service as a broker for the sale of certain loans owned by the Company (the “Loans”). In consideration of being provided such Confidential Information, Broker agrees as follows:

2. **Confidential Information**. For purposes of this Agreement, “Confidential Information” shall mean any information Company, or others acting on behalf of Company, provide to Broker and/or its affiliates, and each of their respective shareholders, directors, officers, managers, employees, attorneys, accountants, advisors, potential financing sources, lenders, representatives and agents (collectively, the “Representatives” and individually a “Representative”) related to the Loans. Confidential Information shall include information provided, either directly or indirectly, in writing, verbally, electronically or by inspection, including without limitation, documents, business or marketing plans, financial statements, books of accounts, other financial analyses, customer names, lists and/or data, strategic plans, analyses, compilations, surveys, studies, tests, results, trade secrets and any other information related to the Loans. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by Company; (ii) becomes publicly known and made generally available after disclosure by Company to Broker through no action of Broker; (iii) is already available to or in the possession of Broker or its Representatives at the time of disclosure by the Company; (iv) is obtained by Broker from a third party without a breach of such third party’s obligations of confidentiality; (v) is independently developed by Broker without use of or reference to the Confidential Information; or (vi) is approved for release by written agreement of Company.

3. **Non-Disclosure of Confidential Information**. Broker agrees, on behalf of itself and its Representatives, not to disclose the Confidential Information except as provided herein. Unless otherwise agreed to in writing by Company, Broker shall keep all Confidential Information confidential and not disclose or reveal any Confidential Information to any person other than those Representatives who are actively participating in the evaluation of the Loans on Broker’s behalf or who otherwise need to know the Confidential Information for the purpose of evaluating the Loans on Broker’s behalf, and require such Representatives to observe the terms of this Agreement. Broker shall be responsible for any breach of this Agreement by it or any of its Representatives. In addition, Broker shall be allowed to disclose the Confidential Information to prospective purchasers of the Loans after such prospective purchasers have executed a confidentiality agreement.

4. **No Warranty**. Broker acknowledges that the Confidential Information provided to Broker is provided for information purposes only and that the Confidential Information provided may have been obtained from various sources, and, while assumed to be true, correct and reliable, Company makes no warranty or representation of any kind, express or implied, as to the accuracy or comprehensiveness of any of the information contained within the Confidential Information. Broker acknowledges that, as to all matters addressed in the Confidential Information, Broker shall rely

exclusively upon its own independent investigation, assessments, and judgments and expressly disclaims any reliance upon the Confidential Information or the truth, accuracy or completeness of any information given or statement made by Company or any of its employees or agents.

5. **No Obligation.** Nothing stated herein shall entitle Broker to receive any Confidential Information other than Confidential Information that Company determines to provide. Further, nothing stated herein shall obligate Broker or Company in any manner to enter into discussions or negotiations with the other or accept any proposals from the other or to continue any discussions or negotiations with the other or to enter into any definitive agreements with each other and that neither Company nor Broker shall be obligated to each other in any respect except to the extent set forth herein or expressly set forth in any definitive written agreement, if any, hereafter entered into by Company and Broker.

6. **No License.** Nothing in this Agreement is intended to grant any rights to Broker under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant Broker any rights in or to the Confidential Information except as expressly set forth herein.

7. **Term.** The obligations of Broker hereunder survive any termination of this Agreement and shall continue for a period terminating one (1) year from the date Broker executes this Agreement (the "Term").

8. **Remedies.** Broker agrees that Company may be entitled to equitable relief, including injunction, in the event of any breach or threatened breach of any provision of this Agreement.

9. **Miscellaneous.**

a. Nothing stated herein shall preclude Broker or its Representatives from disclosing Confidential Information that it or they are legally compelled to disclose. In the event that Broker or Representatives are requested or become legally compelled (including, without limitation, by court order, oral questions, interrogatories, request for information or documents, subpoena, criminal or civil investigative demand or similar process) to disclose any of the Confidential Information, Broker shall, when reasonable under the circumstances, provide the Company with prompt written notice so that Company and/or its affiliates may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that Company waives compliance with the provisions of this Agreement, Broker shall furnish only that portion of the Confidential Information which it believes is legally required and will exercise its reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

b. Upon the written request of Company, Broker shall use its best efforts to promptly destroy all copies of Confidential Information that are in its possession or the possession of its Representatives.

c. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth

herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

d. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California (without regard to principles of conflict of laws). Broker agrees that any suit for the enforcement of this Agreement shall be brought in the courts of the State of California or any Federal Court sitting therein and consents to the exclusive jurisdiction of such courts and to service of process in any such suit being made upon Broker by mail at the address specified below. Broker hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit was brought in an inconvenient court.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date set forth below.

“COMPANY”

By: _____
Name: _____
Title: _____

“BROKER”

GREAT AMERICAN HOME AUCTIONS,
LLC d/b/a GREAT AMERICAN LOAN SALE
ADVISORS

By: _____
Name: _____
Title: _____