

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (this “Agreement”) is made this _____ day of _____, 2016 between Ouisa Capital, LLC, with an address at 100 Wall St, New York, New York 10005 (“Ouisa Capital”) and _____, with an address at _____ (“Counterparty”).

WITNESSETH:

WHEREAS, Ouisa Capital and Counterparty seek to disclose to each other information, including but not limited to the confidential or proprietary information of certain unaffiliated third-party entities (each a “Target Company,” together, the “Target Companies”), pursuant to the services offered under the web-based platform operated by Ouisa Capital.

WHEREAS, Ouisa Capital and Counterparty contemplate exchanging information regarding a potential future relationship between Counterparty, or certain of Counterparty’s affiliates, and one or more Target Companies, and potentially, entering into such relationship (the “Purpose”);

WHEREAS, in connection with the Purpose, the parties may disclose to each other certain information that the disclosing party and/or Target Company considers to be confidential or proprietary;

WHEREAS, the parties want assurance that the confidential nature of any confidential or proprietary information made available to or obtained by either party in connection with the Purpose will be respected; and

WHEREAS, the parties are willing to provide assurance to each other that the confidential nature of such information will be respected.

NOW, THEREFORE, as a condition to a party being furnished such information, each party agrees to act in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions set forth herein in consideration of the mutual promises and covenants contained herein.

1. Each party, on behalf of itself and its employees, officers, directors, consultants, agents and other representatives (the “Receiving Party”), agrees to treat confidentially using the same degree of care it accords its own confidential information, which in any event shall be no less than reasonable care, all information, whether written or oral, furnished to the Receiving Party by another party or that other party’s affiliates, employees, officers, directors, consultants, agents or other representatives (the “Disclosing Party”) in connection with the Purpose, whether before or after the date of this Agreement, of commercial or other value in the Disclosing Party’s or a Target Company’s business that is confidential or proprietary in nature, including but not limited to business and financial information, budgets and projections, strategies, business plan, portfolio holdings, agreements, client information, performance records, performance models, marketing, sales, payroll and employee information, competitive information, together with analyses, compilations, studies or other documents, whether prepared by the Disclosing Party, a Target Company or others, which contain or otherwise reflect such information (collectively, the “Confidential Information”).

2. Confidential Information does not include information that (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in violation of this Agreement, (b) was in the Receiving Party’s possession on a non-confidential basis prior to its receipt from the Disclosing Party; (c) is obtained by the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not to the Receiving Party’s knowledge, after reasonable inquiry, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from transmitting such information to

the Receiving Party by a contractual, legal or fiduciary obligation; or (d) is independently developed by the Receiving Party without reference to the Confidential Information.

3. The Receiving Party agrees that it will use the Confidential Information solely in connection with the Purpose and for no other purpose. The Receiving Party further agrees to disclose Confidential Information only to its affiliates, employees, officers, directors, consultants, agents and other representatives (“Representatives”) who need to know such Confidential Information in connection with the Purpose, who have, prior to receiving such Confidential Information, been advised by the Receiving Party of the terms of this Agreement, and who agree to comply with the terms of this Agreement or who are otherwise bound by a confidentiality obligation.

4. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

5. The Receiving Party agrees that any transactions in securities executed by it using the Confidential Information or any recommendations it makes to others with respect to transactions in securities using the Confidential Information will be in accordance with applicable securities laws.

6. Each party represents and warrants that it has adopted procedures and electronic safeguards designed to protect Confidential Information against access by non-authorized Representatives and third parties, and that such safeguards shall be maintained in the future at no less than the same level of effectiveness as they are maintained at present.

7. The written Confidential Information, to the extent retained by the Receiving Party and except for that portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by the Receiving Party, will be returned to the Disclosing Party or Target Company, as applicable, promptly upon request without retention of any copies thereof, unless such retention is required by law or regulation or the Receiving Party’s document retention policy. That portion of the Confidential Information that may be found in analyses, compilation, studies or other documents prepared by the Receiving Party, oral Confidential Information and any written Confidential Information not so requested and returned will be held by the Receiving Party subject to the terms of this Agreement.

8. If the Receiving Party is requested or required (by interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to disclose any Confidential Information to any unaffiliated third party, it is agreed that, unless prohibited by law, regulation or by the terms of such request or requirement, the Receiving Party will provide the Disclosing Party or the Target Company, as applicable, with prompt notice of any such request or requirement so that such party may seek, at its sole cost and expense, an appropriate protective order or waive the Receiving Party’s compliance with the provisions of this Agreement. If failing the entry of a protective order or the receipt or a waiver hereunder, the Receiving Party is, in the opinion of its counsel, compelled to disclose Confidential Information, the Receiving Party may disclose that portion of the Confidential Information that its counsel advises it that it is compelled to disclose. In any event, the Receiving Party will not oppose action by the Disclosing Party or the Target Company and will cooperate with such party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

9. The Receiving Party agrees to indemnify and hold harmless the Disclosing Party and/or the Target Company and such Party’s Representatives against any and all losses, damages, claims, expenses and reasonable attorneys’ fees incurred or suffered by the Disclosing Party and/or Target Company or such Party’s Representatives as a result of breach of this Agreement by the Receiving Party.

10. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

11. Each party agrees that monetary damages may not be sufficient remedy for any breach by the Receiving Party or its Representatives of this Agreement and that the Disclosing Party and/or the Target Company shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach. The Receiving Party further agrees to waive any requirement for security or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for a breach by the Receiving Party or its Representatives of this Agreement but shall be in addition to all other remedies available at law or equity to the Disclosing Party and/or the Target Company.

12. The Receiving Party acknowledges that the Disclosing Party or the respective Target Companies, as applicable, claim ownership of the Confidential Information disclosed by the Disclosing Party and all patent, copyright, trademark, trade secret, and other intellectual property rights in, or arising from, such Confidential Information. No option, license, or conveyance of such rights to the Receiving Party is granted or implied under this Agreement. No warranties of any kind, express or implied, are given by any party or such party's Representatives with respect to the Confidential Information disclosed under this Agreement or any use thereof and no party shall have any liability relating to or arising from the use of the Confidential Information or any omissions therefrom.

13. Nothing contained in this Agreement or in any discussions undertaken or disclosures made pursuant hereto shall (a) be deemed a commitment to engage in any business relationship, contract, or future dealing with the other party or a Target Company, or (b) limit either party's or a Target Company's right to conduct similar discussions with third parties to that contemplated hereby, so long as such discussions do not violate this Agreement.

14. Any Target Company or affiliates of such Target Company whose Confidential Information is disclosed shall be deemed a third party beneficiary of this Agreement solely with respect such Target Company's or its affiliates' Confidential Information.

15. This Agreement may not be assigned by either party without the prior written consent of the other, except to a successor to its business (whether by merger, sale of assets, or otherwise) which agrees in writing to assume, or assumes by operation of law or pursuant to a merger agreement, purchase and sale agreement or other contractual obligation, its obligations hereunder. No permitted assignment shall relieve a party of its obligations hereunder with respect to Confidential Information disclosed to that party prior to the assignment. Any assignment in violation of this Section shall be void. This Agreement shall be binding upon the parties' respective successors and permitted assigns.

16. Each party warrants that it has the authority to enter into this Agreement and to lawfully make the disclosures contemplated hereunder. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent of the original provision. The remaining provisions of this Agreement shall continue in full force and effect. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and thereof and supersedes all prior communications, agreements, and understandings relating thereto.

17. The provisions hereof shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to the choice of law principles thereof. The courts of the State of New York shall have exclusive jurisdiction over any disputes or issues arising under this Agreement. To the fullest extent permitted by law, the parties hereby waive any right to trial by jury with respect to any judicial proceeding arising from or related to this Agreement.

18. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. All modifications of, waivers of, and amendments to this Agreement must be in writing signed by both parties. An executed copy of this Agreement that is delivered by a party hereto by email or facsimile shall be binding on that party as if it was an original. A

party will be deemed to have executed and delivered this Agreement, if it delivers by email or facsimile a copy of the signature page of this Agreement on behalf of that party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

(Name of Counterparty)

By: _____
Name: _____
Title: _____

Ouisa Capital, LLC

By: _____
Name: Vincent Molinari
Title: Chief Executive Officer