

HANOVER SECURITIES MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the “Agreement”) executed on _____ (the “Effective Date”) by and between Stonewall Investments, Inc. DBA Hanover Securities (“Hanover”), and _____, a _____ organized under the laws of _____ (the “Company”).

Hanover Securities and the Company intend to engage in discussions and negotiations concerning a possible transaction with respect to relating to residential, business, consumer or auto loans (the “Possible Transaction”).

In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain financial, product, technical, marketing, personal data, commercial or other proprietary information solely for the purposes of the Possible Transaction. The parties have entered into this Agreement in order to assure the confidentiality of such information in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises and of the mutual covenants herein, and other good and valuable consideration, Hanover Securities and the Company hereby agree as follows:

1. Nondisclosure Covenant:

- (a) For purposes of this Agreement,
 - “Confidential Information” shall mean any information, whether or not protected by a patent, copyright and/or trade secret, that has been provided orally or in writing by a party to the other party pursuant to this Agreement; and
 - “Personal Data” shall mean any data, information and/or records of or pertaining to a party’s customers or prospective customers, including but not limited to names, addresses, telephone numbers, account numbers, account and transaction information and any other “Nonpublic Personal Information” as defined in the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. (the “GLB Act”) relating to such individuals.
- (b) Personal Data shall be deemed to be Confidential Information.
- (c) Any Confidential Information provided by a disclosing party shall be treated by the receiving party as being the proprietary information of the disclosing party, and shall be held in strict confidence by the receiving party. In addition, any Personal Data shall be deemed to be the Confidential Information of the disclosing party and the receiving party will be subject to applicable law restricting the collection, use, disclosure, processing and free movement of such Personal Data. Applicable law in respect of Personal Data may include U.S. federal data privacy laws and regulations including the GLB Act, the Federal “Privacy of Consumer Financial Information” Regulation (12 CFR Part 30), as amended from time to time, issued pursuant to Section 504 of the GLB Act, and state data privacy laws.
- (d) With respect to all Confidential Information, the receiving party shall not: (i) provide or make available the disclosing party’s Confidential Information in any form to any person other than those employees or contractors of the receiving party who have a need to know such Confidential Information in order for the receiving party to exercise its rights or

perform its obligations under this Agreement, and then only in accordance with all other terms of this Agreement; (ii) reproduce the disclosing party's Confidential Information except for use reasonably necessary for the receiving party to exercise its rights and perform its obligations under this Agreement; and (iii) exploit or use the disclosing party's Confidential Information for any purpose other than as required for the receiving party to exercise its rights and perform its obligations under this Agreement. In the event that the receiving party is specifically authorized by this Agreement to disclose any Confidential Information to a third party, then the receiving party shall require the third party to execute a Confidentiality Agreement the terms of which shall be no less restrictive than the terms set forth herein. All Confidential Information shall remain at all times during and after the term of this Agreement the exclusive property of the disclosing party.

- (e) The obligations in this Section shall not restrict any disclosure of Confidential Information received by a receiving party from a disclosing party where such Confidential Information (a) does not include Personal Data; and (b) was in the public domain prior to the receipt of same by the receiving party; (c) was in the receiving party's possession and/or known to the receiving party prior to its receipt hereunder as evidenced by written documentation and was not acquired directly or indirectly from the disclosing party; (d) was received by the receiving party from a third party where the receiving party was without an obligation of secrecy with respect thereto and was not acquired directly or indirectly from the disclosing party; and/or (e) was independently developed by the receiving party without use of access or reference to, or any benefit of, the disclosing party's Confidential Information.
- (f) Each party shall notify the other party immediately of any suspected or known fraud relevant to its activities under this Agreement, or of any unauthorized access, possession, use, or knowledge, or attempt thereof, of the other party's Confidential Information and cooperate with the other party to investigate the occurrence and mitigate the impact of such an event. Each party shall promptly provide the other party with full details of any such event and use all available efforts to prevent a recurrence of any such event.
- (g) In the event that a subpoena or other legal process concerning the disclosing party's Confidential Information is served upon the receiving party, the receiving party shall, if lawfully permitted to do so, notify the disclosing party immediately upon receipt of such subpoena or other legal process and shall cooperate with the disclosing party in any lawful effort by the disclosing party to contest the legal validity of such subpoena or other legal process.
- (h) 2nd party shall not circumvent Hanover Securities in any form or manner with regard to the loan packages, or counterparty organizations discussed. Circumvention shall include but shall not be limited to purchasing, selling, leasing, optioning, participating, or entering into joint venture with the controlling entity being presented to 2nd Party by Hanover Securities whether directly or indirectly.
- (i) 2nd Party agrees not to contact in any manner either directly or indirectly the owners, principals, employees, affiliates, representatives, family members, friends, related parties and/or entities, and/or agents or brokers representing said parties during the term this agreement is in effect or within 12 months of the date of this agreement (whichever is longer) without the written consent of Hanover Securities.
- (j) The parties agree that monetary damages will not be an adequate remedy if this Section is breached and therefore, a disclosing party shall, in addition to any other legal or equitable

remedies, be entitled to seek injunctive relief against any breach or threatened breach of this Section by the receiving party with respect to the disclosing party's Confidential Information.

2. **Assignment and Binding Effect:** Neither party may assign this Agreement or any of its interests hereunder or delegate any duty or responsibility incurred by it hereunder to another party. Any attempted assignment that does not comply with the terms of this Section shall be null and void.
3. **No Oral Modification:** This Agreement may not be waived, changed, modified, extended, or discharged orally, in whole or in part, but rather only by agreement in writing signed by all parties.
4. **Severability:** If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
5. **Governing Law:** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee (without regard to the conflicts or choice of law principles thereof). By execution and delivery of this Agreement, each party irrevocably submits to and accepts such jurisdiction and waives any objection (including any objection to venue, enforcement, or grounds of forum non-convenience) that might be asserted against the bringing of any such action, suit or other legal proceeding in such court.
6. **Term:** The term of this Agreement shall be for two (2) years from the Effective Date. The parties' obligations and duties with respect to Confidential Information shall expire three (3) years from the date of disclosure of such Confidential Information and, with respect to Personal Data, until such time as such Personal Data fails to qualify for protection under applicable laws.
7. **Entire Agreement:** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions and agreements, whether written or oral, between the parties.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals as of the Effective Date above.

HANOVER SECURITIES

Signature

Name/Title

Date

Company Name

Signature

Name/Title

Date