

MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT (this “Agreement”), effective as of the date set forth last below (“Effective Date”), is made by and between **PSW REAL ESTATE, LLC**, a Texas limited liability company having a principal place of business at 900 S. 1st St., Ste. 110, Austin, Texas 78704 (“StoryBuilt”) AND the undersigned counter party (“Counter Party”). Each of StoryBuilt and Counter Party are sometimes referred to herein as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual agreements and other provisions contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Scope of Confidential Information.

1.1 “Confidential Information” means, subject to the exceptions set forth in Section 1.2 hereof, any information or data disclosed or otherwise made available by either Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) that: (a) is clearly labeled or otherwise identified in writing as confidential; or (b) is identified orally as confidential at the time of disclosure with written confirmation within thirty (30) days of disclosure to the Receiving Party; except that information relating to a Disclosing Party’s business plans, business methodologies, strategies, technology, product concepts, design information, specifications, development plans, customers, prospective customers, billing records, and products or services shall be deemed Confidential Information of the Disclosing Party even if not so marked or identified, unless such information is the subject of any of the exceptions set forth in Section 1.2 hereof.

1.2 “Confidential Information” does not include information that: (a) was available to Receiving Party (free of any confidentiality obligation in favor of Disclosing Party known to Receiving Party at the time of disclosure) prior to disclosure of such information by Disclosing Party to Receiving Party; (b) is made available to Receiving Party from a third party not known by Receiving Party (at the time of such availability) to be subject to a confidentiality obligation in favor of Disclosing Party; (c) is made available to third parties by Disclosing Party without restriction on the disclosure of such information; (d) is or becomes available to the public (other than as a result of disclosure by Receiving Party prohibited by this Agreement); (e) is disclosed to Receiving Party on or after the termination of this Agreement in accordance with Section 5.1 hereof; or (f) is developed independently by Receiving Party or Receiving Party’s directors, officers, employees, agents, consultants, contractors, representatives or affiliated entities (collectively, “Associated Persons”) without use of any Confidential Information of Disclosing Party.

1.3 For purposes of this Agreement

2. Use and Disclosure of Confidential Information.

2.1 Receiving Party agrees that Confidential Information received by it from Disclosing Party will be used internally solely for the purpose of evaluating a potential business relationship between the Receiving Party and the Disclosing Party, or any business related thereto, (the “Permitted Purpose”), and will not be used for any other purpose whatsoever. Receiving Party

will use at least the same degree of care to maintain the confidentiality of the Confidential Information as Receiving Party uses to protect its own Confidential Information, but in no event less than reasonable care.

2.2 Receiving Party agrees that it will not, without the prior written consent of the Disclosing Party, directly or indirectly, disclose all or any portion of the Confidential Information to any party except that Confidential Information may be disclosed to (a) Associated Persons who have a “need-to-know” the Confidential Information for the Permitted Purpose and (b) existing and prospective investors and/or acquirers that are contemplating a potential investment in or the acquisition of the Receiving Party and professional advisers (e.g., lawyers and accountants); provided, however, that any and all such Associated Persons, investors and acquirers are bound by agreements or, in the case of professional advisers, ethical duties, to treat, hold and maintain such Confidential Information in accordance with the terms and conditions of this Agreement.

2.3 Notwithstanding anything to the contrary herein, Receiving Party is free to make (and this Agreement does not restrict) disclosure of any Confidential Information in a judicial, legislative or administrative investigation or proceeding or to a government or other regulatory agency; provided, however, that, to the extent permitted by law, Receiving Party provides to Disclosing Party prior notice of the intended disclosure and permits Disclosing Party to intervene therein to protect its interests in the Confidential Information.

2.4 The Parties agree to maintain the existence, terms and conditions of this Agreement and all discussions carried out thereunder in confidence, and to reveal the same to third parties only as required by process of law.

3. Certain Rights and Limitations.

3.1 All Confidential Information shall remain the property of Disclosing Party. The provision of Confidential Information hereunder shall not grant or transfer any right, title or interest in such information to Receiving Party, except for the limited rights granted in Section 2.1. Disclosing Party does not grant any express or implied right to Receiving Party to or under Disclosing Party’s or another party’s patents, copyrights, trademarks, trade secret information, or other proprietary rights.

3.2 Confidential Information disclosed by the parties under this Agreement may be subject to export controls under the laws of the United States. Each Party will comply with such laws and agrees not to knowingly export, re-export or transfer Confidential Information of the other Party without first obtaining all required United States authorizations or licenses.

3.3 This Agreement imposes no obligations on either Party to exchange any Confidential Information or to purchase, sell, license, transfer or otherwise transact in any technology, services or products.

3.4 The Receiving Party shall not reverse-engineer, decompile, or disassemble any technology disclosed to it under this Agreement without the prior written consent of the Disclosing Party and shall not remove, overprint or deface any notice of confidentiality, copyright,

trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information it obtains from the Disclosing Party.

3.5 For purposes of the rights and benefits under this Agreement, including (but not limited to) with respect to the definition of “Confidential Information” in Section 1, above, the phrase “Disclosing Party”, when used to describe StoryBuilt, will be deemed to include, where applicable, StoryBuilt’s affiliates, directors, officers, members, employees, agents and joint venturers (collectively, the “StoryBuilt Parties”) such that the Confidential Information of any of the StoryBuilt Parties will be equally protected under this Agreement.

4. Remedies. Receiving Party acknowledges that a breach by it of any of the terms of this Agreement may cause irreparable harm to the Disclosing Party for which Disclosing Party could not be adequately compensated by money damages. Accordingly, Receiving Party agrees that, in addition to all other remedies available to Disclosing Party in an action at law, in the event of any breach or threatened breach by the Receiving Party of the terms of this Agreement, the Disclosing Party shall, without the necessity of proving actual damages or posting any bond or other security, be entitled to seek temporary and permanent injunctive relief, including, but not limited to, specific performance of the terms of this Agreement.

5. Termination.

5.1 This Agreement shall remain in effect for two (2) years from the Effective Date; provided that either Party may earlier terminate this Agreement upon thirty (30) days prior written notice to the other Party. Notwithstanding termination of this Agreement, the terms and conditions of this Agreement with respect to Confidential Information that is disclosed prior to the effective date of any such termination shall remain in effect for five (5) years from the Effective Date.

5.2 Upon Disclosing Party’s written request, Receiving Party agrees to use good faith efforts to promptly destroy or return to Disclosing Party all Confidential Information, and all copies, summaries and notes of the contents or parts thereof, that is in the possession of Receiving Party and to confirm the return or destruction of such Confidential information. Notwithstanding the foregoing, Receiving Party shall not be required to erase any computer records or files containing Confidential Information of the Disclosing Party that have been created pursuant to its standard archiving or back-up and disaster recovery procedures provided that Receiving Party maintains the confidentiality of such material.

6. Warranty. Disclosing Party warrants that it has the right to make the disclosures under this Agreement. NO OTHER WARRANTY IS MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED “AS IS.”

7. Miscellaneous. This Agreement does not create any agency or partnership relationship between the parties hereto. This Agreement will be governed by and construed in accordance with the laws of the State of Texas governing such agreements, without regard to conflicts-of-law principles. The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate federal or state court located in the State of Texas,

and the parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens. Counter Party acknowledges receipt of the following notice pursuant to the federal Defend Trade Secrets Act of 2016 (18 U.S.C § 1833(b)(1)), and will provide such notice to its employees, contractors and others involved in the Services, if any: “An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.” This Agreement contains the complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings whether written or oral, express or implied. Except where expressly indicated otherwise, the words “written” or “in writing” shall include, but not be limited to, written or printed documents, in any format now known or later developed including electronic and facsimile transmissions and computer disks or tapes (whether machine or user readable). If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, such will not affect any other provision of this Agreement, which will remain in full force and effect. No amendment or alteration of the terms of this Agreement will be effective unless made in writing and executed by both parties hereto. A failure or delay in exercising any right in respect to this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right. Any waiver will be effective only in the specific instance and for the purpose given.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed below by their duly authorized signatories.

PSW REAL ESTATE, LLC, a Texas limited liability company

By: _____

Name: Mike Bergthold

Title: Managing Director, Stapleton Group,
Court Appointed Receiver

Counter Party:

A _____

By: _____

Name:

Title: