



CONFIDENTIALITY AGREEMENT

Confidentiality Agreement (this "Agreement") dated as of _____, 2021 between
Four Springs Capital Trust (the "Disclosing Party") and
_____ (the "Recipient").

The Disclosing Party has furnished or is prepared to furnish the Recipient with certain information regarding the Disclosing Party in connection with the parties' discussions of a possible business relationship between them. Such information is expected to include certain non-public, proprietary, confidential information concerning the Disclosing Party, including, without limitation, financial and business information and any other material bearing or incorporating any such information (all of which is hereinafter collectively called "Proprietary Information"). Proprietary Information shall include any reports, analyses, compilations, studies or other documents, whether prepared by the Recipient or otherwise, that contain or are based upon Proprietary Information. Proprietary Information shall not include any information which the Recipient can demonstrate by clear and convincing evidence (i) was at the time of disclosure or thereafter is generally available to and known by the public through no improper action or inaction by the Recipient or its Representatives, (ii) was available to the Recipient on a nonconfidential basis from a source other than the Disclosing Party or its advisors, provided that such source is not and was not bound by a confidentiality agreement with the Disclosing Party, or (iii) has been independently acquired or developed by the Recipient without the use of any Proprietary Information of the Disclosing Party. Such disclosure may be made either directly or indirectly, in writing, by electronic or magnetic media, orally, and by other means.

In consideration of the parties' discussions and any access of the Recipient to Proprietary Information, the Recipient hereby agrees to the following:

(1) The Recipient agrees in regard to the Proprietary Information that (a) it shall hold the Proprietary Information in confidence and shall not disclose the Proprietary Information to any person outside its organization, (b) it shall use the same degree of care to avoid disclosure or use of the Proprietary Information as it uses in respect of its own information of like importance but in no case less than a reasonable degree of care, and (c) it shall use the Proprietary Information only in connection with the purpose set forth above. The Recipient further agrees that it shall disclose the Proprietary Information received by Recipient under this Agreement only to those of its directors, officers, employees, advisors and representatives (the persons to whom such disclosure is permissible being collectively called "Representatives") who need to know such Proprietary Information for the purpose of assisting the Recipient to evaluate a possible relationship or transaction with the Disclosing Party (it being understood that those Representatives will be informed of the confidential nature of the Proprietary Information). The Recipient agrees to be responsible for any breach of this Agreement by the Recipient's Representatives. The Recipient agrees to promptly notify the Disclosing Party of any unauthorized release of Proprietary Information. The Recipient shall at the written demand of the Disclosing Party immediately return all documents and other tangible manifestations of Proprietary Information received pursuant to this Agreement (and all copies and reproductions thereof) and the Recipient will destroy all copies of any reports, analyses, compilations, studies or other documents prepared by or for the Recipient's use containing or reflecting any Proprietary Information. Notwithstanding the foregoing, (i) the Recipient may retain any Proprietary Information to the extent that such retention is required to demonstrate compliance with applicable law, regulation, regulatory authority, professional standards or Recipient's internal retention policies and (ii) Recipient and its Representatives will not be obligated to erase Proprietary Information that is contained in an archived computer system backup in accordance with security and/or disaster recovery procedures.

(2) The Recipient (a) acknowledges that the Disclosing Party makes no representation or warranty (express or implied) as to the accuracy or completeness of any Proprietary Information, and (b) agrees to assume full responsibility for all conclusions it may derive from the Proprietary Information. The Disclosing

Party hereby expressly disclaims any and all liability that may be based, in whole or in part, on any Proprietary Information, errors therein or omissions therefrom, except as contained in any final agreement between the parties.

(3) In the event that the Recipient becomes compelled by a lawful or regulatory process (such as interrogatories, subpoenas, or civil investigative demands) to disclose any Proprietary Information, the Recipient shall provide the Disclosing Party with prompt written notice, where permitted to, so that the Disclosing Party may seek a protective order or other appropriate remedy, or both, or waive compliance with the provisions of this Agreement. In the event that the Disclosing Party is unable to obtain a protective order or other appropriate remedy, or if the Disclosing Party so directs, the Recipient shall, and shall cause its employees to, exercise its reasonable best efforts to obtain a protective order or other appropriate remedy at the Disclosing Party's reasonable expense. Failing the entry of a protective order or other appropriate remedy or receipt of a waiver hereunder, the Recipient shall furnish only that portion of the Proprietary Information which it is advised by written opinion of its counsel is legally required to be disclosed and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Proprietary Information so disclosed. Notwithstanding anything contained herein, Recipient and its Representatives may disclose the Proprietary Information without notice to, or the consent of, the Disclosing Party in connection with any regulatory audit, investigation, or review or as may be required or appropriate in any report, statement or testimony submitted to any regulatory authority having or claiming to have jurisdiction over Recipient or its affiliates (each a "Review"); provided that to Recipient's knowledge the target of such Review is not the Disclosing Party.

(4) The Recipient hereby acknowledges that unauthorized disclosure or use of Proprietary Information could cause irreparable harm and significant injury which may be difficult to ascertain. Accordingly, the Recipient agrees that the Disclosing Party shall have the right to seek and obtain immediate injunctive relief from breaches of this Agreement, in addition to any other rights or remedies it may have.

(5) This Agreement and the restrictions and limitations contained herein shall expire on the first anniversary of the date of this Agreement. No provision in this Agreement can be waived or amended except by written consent of the parties hereto. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey, excluding conflicts of laws provisions. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision of this Agreement is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs. 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 is executed as a sealed instrument as of the day and year first above written.

FOUR SPRINGS CAPITAL TRUST

_____ (Print Name)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____