



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”) is made by and between ALLOYA SOLUTIONS, LLC, an Illinois limited liability company, with offices at 184 Shuman Boulevard, Suite 400, Naperville, Illinois 60563, and the undersigned party (“Credit Union”) on the date set forth below (the “Effective Date”). Each party may disclose its Proprietary Information (defined below) to the other regarding a potential business relationship, subject to the terms and conditions of this Agreement. For and in consideration of the disclosures to be made hereunder and the mutual promises and covenants expressed herein, the parties agree as follows:

1. Each party may disclose to the other certain Trade Secrets and Confidential Information (collectively, “Proprietary Information”). As used in this Agreement, “Trade Secrets” means information that a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, other persons who can obtain economic value from its disclosure or use; b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and c) includes but is not limited to, technical or nontechnical data, formulas, patterns, programs, devices, and technology, deemed a trade secret under applicable law. “Confidential Information,” as used in this Agreement, means information, other than Trade Secrets, of value to the owner of such information, not generally known to the public, and treated as confidential. Confidential Information may be a) conveyed in written or graphic form; b) disclosed orally or electronically; or c) learned or observed in the course of discussions, studies, or other activities pursuant to this Agreement. Further, as used in this Agreement, “Owner” means the party disclosing Proprietary Information, and “Recipient” means the party receiving any Proprietary Information.

2. Recipient shall use the Proprietary Information only as necessary with respect to evaluating a potential business relationship between the parties. Recipient acknowledges and agrees that the disclosure of the Trade Secrets and the Confidential Information of Owner to Recipient does not confer upon Recipient any license, interest or rights of any kind in or to the Proprietary Information.

3. Except as otherwise expressly set forth in this Agreement, Recipient will hold in

confidence and not use, disclose, reproduce, distribute, transmit, reverse engineer, decompile, disassemble, or transfer, directly or indirectly, in any form, by any means, or for any purpose, the Proprietary Information or any portion thereof. Recipient may only disclose the Proprietary Information to its attorneys, accountants, investment advisors, employees, and contractors, and only to the extent such persons have a need to know such information for the purposes described in this Agreement. Recipient shall ensure that each such employee and/or contractor shall be obligated in writing to comply with the terms and conditions of this Agreement and each such attorney, accountant, or investment advisor shall be either legally bound to comply with the terms and conditions of this Agreement or so obligated in writing.

4. Recipient’s obligations hereunder with regard to Trade Secrets remain in effect for as long as such information remains a trade secret under applicable law. Recipient’s obligations with regard to Confidential Information remain in effect for three (3) years after the last disclosure made pursuant to this Agreement. The foregoing obligations shall not apply if and to the extent that: (a) the information communicated was already known to Recipient, without obligation to keep it confidential, at the time of its receipt directly or indirectly from Owner; (b) the information communicated was received by Recipient in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; (c) the information is independently developed by the Recipient’s personnel without access to or use of the Proprietary Information received from Owner; or (d) the information communicated was publicly known at the time of its receipt by Recipient or has become publicly known other

than by a breach of this Agreement or other action by Recipient, or by a disclosure that Recipient knows or should have known violated an obligation of non-disclosure. Upon request by Owner, Recipient shall return to Owner or destroy the Proprietary Information embodied in all types of media and computer memory.

5. Recipient acknowledges and agrees that in the event of a breach of this Agreement by Recipient, Owner would suffer irreparable harm for which it would be difficult to determine damages and for which money damages alone would be an inadequate remedy for the injuries suffered by Owner, and that Owner shall be entitled to injunctive relief to enforce this Agreement, without any requirement that Owner submit proof of the economic value of any Trade Secret or Confidential Information or post a bond or any other security. Nothing contained in this Agreement shall be construed as limiting Owner's right to any other remedies at law, including the recovery of damages for breach of this Agreement.

6. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Illinois, without giving effect to its laws governing conflict of laws. Recipient shall not export, re-export, transfer or divert Proprietary Information, or any direct product thereof, to any country to which such exports or re-exports are restricted or embargoed under United States export control laws and regulations, or to any national or resident of such restricted or embargoed countries.

7. All notices hereunder shall be delivered by hand or recognized courier with confirmation of receipt. If any provision of this Agreement is held unenforceable, the remaining provisions and any partially enforceable provisions shall remain in full force and effect. Neither party may transfer or assign its rights or obligations hereunder, to any entity, without the other party's prior written consent; and any such attempted transfer or assignment shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, heirs, and legal representatives. This Agreement shall be fairly interpreted in accordance with its terms and conditions; no term or condition of this Agreement shall be strictly interpreted in favor or against either party. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement shall constitute a consent to any prior or subsequent breach. This Agreement represents the parties' entire understanding, supersedes all other and prior agreements or representations with respect to the subject matter hereof, and may be changed only in writing signed by handwritten signature by the parties' authorized representatives. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Executed this _____ day of _____, 20____ (the "Effective Date").

_____ CREDIT UNION

ALLOYA SOLUTIONS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____
