

ALLOYA LOAN PARTICIPATION PLATFORM CONFIDENTIALITY PRODUCT OPERATING AGREEMENT

Authorization. The Master Membership Agreement (“MMA”) and Master Membership Contract (“MMC”) between Member and Alloya are incorporated herein by reference and represent additional terms that are part of this Product Operating Agreement (“POA”).

- I. **General.** Alloya will provide a platform for Eligible Organizations to exchange and review certain proprietary non-public and/or confidential business information in order to evaluate potential loan participation transactions from time to time with Alloya and between Eligible Organizations (the “parties”) that have executed this Agreement and Alloya’s Master Loan Participation Product Operating Agreement; and

1. As a condition of permitting such exchange and review, the parties are required to enter into this Agreement and abide by its terms; and
2. Parties to this Agreement may include Alloya, Sellers (“Seller” or “Furnishing Party”), and Buyers (“Buyer” or “Receiving Party”).

II. **Confidential Information.**

1. **Definition of Confidential Information.** All information, in any form including written or oral, disclosed or supplied to one party (the “Receiving Party”) by, or at the direction of, the other party (the “Furnishing Party”) relating to:

- (A) A Loan Participation Transaction (a “Transaction”) or
- (B) Furnishing Party’s, or its affiliates’ business activities, including any copies, excerpts, summaries, or notes thereof generated by the Receiving Party (collectively, the “Confidential Information”).

Without limiting the generality of the foregoing, when Seller is the Furnishing Party, Confidential Information of Furnishing Party includes any and all non-public information (as defined by the Gramm-Leach-Bliley Act of 1999) of an Eligible Organization’s members, disclosed by Seller to Receiving Party. Information shall be deemed “Confidential Information” whether or not marked or identified as “Confidential” or “Proprietary.”

2. **Exceptions.** For purposes of this Agreement, “Confidential Information” shall not include information or documentation that was in the lawful and unrestricted possession of Receiving Party prior to its disclosure by Furnishing Party, is or becomes generally available to the public by acts other than those of Receiving Party after receiving it, or is shown by acceptable evidence to have been independently developed by the Receiving Party without reference to the information disclosed by the Furnishing Party.

III. **Treatment of Confidential Information.**

1. **Ownership and Protection.** All Confidential Information shall:
 - (A) Remain the property of the Furnishing Party;
 - (B) Be treated as confidential and held in strict confidence by the Receiving Party, taking such action as shall be necessary or desirable to preserve and protect the confidentiality of the Confidential Information, using means not less than those used to protect its own confidential information, but in no event less than a reasonable degree of care;
 - (C) Be used solely for purposes of evaluating a Transaction as provided in this Agreement, and for no other purpose; and

Receiving Party shall not disclose, produce, permit access to, or reveal the Confidential Information disclosed hereunder, at any time prior to Furnishing Party's intentional public disclosure of that information, other than to such of its officers, directors, employees, financial advisors, consultants, accountants, attorneys, or affiliates, and such affiliates officers, directors, employees, consultants, accountants and attorneys as are strictly necessary to evaluate a Transaction on a "need to know" basis (each an "Authorized Person(s)"), without the Furnishing Party's prior written consent.

- IV. No Publicity.** Without the prior written consent of the Furnishing Party, the Receiving Party will not, and will direct its Authorized Persons not to, disclose to any person that the Confidential Information has been made available to the Receiving Party, that discussions or negotiations are taking place concerning a possible Transaction, or any terms, conditions or other facts with respect to any such possible Transaction.
- V. Unauthorized Use or Disclosure.** Receiving Party will notify the Furnishing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement and will reasonably cooperate with the Furnishing Party to regain possession of the Confidential Information and prevent further unauthorized use and disclosure of the Confidential Information. In any event, the Receiving Party shall be responsible for any breach of this Agreement by any of its Authorized Persons and agrees, at its sole expense, to take all reasonable measures (including but not limited to court proceedings) to restrain its Authorized Persons from disclosure or use of the Confidential Information that is prohibited or not authorized by the terms of this Agreement.
- VI. Protective Orders.** If the Receiving Party or any of its Authorized Persons becomes legally compelled (including, without limitation, by law or regulation) to disclose any of the Confidential Information, the Receiving Party shall provide the Furnishing Party with prompt written notice of such requirement, provided Receiving Party is not prohibited from doing so by applicable law, so that the Furnishing Party may seek a protective order or other appropriate remedy or waive compliance with this paragraph. If, failing the entry of a protective order, the Receiving Party is, in the opinion of its counsel, compelled to disclose any Confidential Information, it may disclose that portion of the Confidential Information that its counsel advises that it is compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Confidential Information that is being disclosed. In any event, the Receiving Party will not oppose action by the Furnishing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.
- VII. Unauthorized Access.** Without limiting any other rights or remedies of Furnishing Party under this Agreement or at law or equity, in the event (i) an unauthorized third party gains or obtains physical or electronic access to any servers or equipment on which Furnishing Party's Confidential Information resides, (ii) any of Furnishing Party's Confidential information is subject to any unauthorized use, disclosure, loss, theft or damage, or (iii) any of Furnishing Party's Confidential Information is reasonably believed to have been compromised, disclosed, accessed, lost or damaged (collectively "Unauthorized Access"), then Receiving Party will immediately provide written notice to Furnishing Party. Upon request, Furnishing Party may review Receiving Party's security and privacy policies and procedures and may request changes to such procedures as reasonably necessary to permit Furnishing Party to comply with applicable legal requirements relating to notice of security breaches, and Receiving Party will thereafter promptly implement such reasonable changes.
- VIII. Return of Confidential Information.** Receiving Party will return all materials containing or constituting Confidential Information, together with any copies thereof, upon the request of Furnishing Party. Additionally, upon request of Furnishing Party, Receiving Party will destroy materials received or prepared by Receiving Party that contain Confidential Information. Within ten (10) days after the request of the Furnishing Party, the Receiving Party shall certify in writing that all Confidential Information has been so returned or destroyed and that neither the Receiving Party nor the Receiving Party's Authorized Person(s) will retain any copies, extracts or other reproductions in whole or in part, mechanical or electronic, of such material. Notwithstanding the

return or destruction of the Confidential Information or the termination of this Agreement for any reason, the parties shall continue to be bound by their obligations of confidentiality hereunder.

- IX. Injunctive Relief.** Each party recognizes that a breach of this Agreement may cause irreparable harm to the other party, and that actual damages may be difficult to ascertain and may be inadequate. Accordingly, the parties agree that in the event of such breach, the injured party may be entitled to specific performance or injunctive relief in addition to such other legal or equitable remedies as may be available. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or equity to the parties.
- X. No Representations or Warranties.** Neither party makes any representation or warranty, express or implied, with respect to the accuracy or completeness of any Confidential Information provided hereunder. Neither party, nor any of their officers, directors, employees, affiliates or agents, shall be liable to the other hereunder for amounts representing loss of profits, loss of business or indirect, consequential or punitive damages of the other party in connection with the provision or use of Confidential Information hereunder, except to the extent that such provision or use constitutes a breach of this Agreement.
- XI. No Other Obligations.** Unless and until a definitive agreement is entered into between the parties with respect to a Transaction, (i) the parties hereto have no obligation to one another beyond the terms of this Agreement in connection with a possible Transaction, and (ii) except for obligations under this Agreement, neither party shall have any claim whatsoever against the other party or any of such other party's respective directors, officers, employees, members, affiliates, agents or representatives, arising out of or relating to any possible or actual Transaction.
- XII. Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and all prior agreements, understandings, writings, or negotiations, whether written or oral, are hereby superseded. No failure or delay by either party in exercising its rights hereunder shall operate as a waiver thereof. This Agreement in no way obligates the parties to enter into any proposed Transaction and nothing herein prevents either party from entering into a similar transaction with any third party.
- XIII. Severability.** If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions shall remain valid and be enforced and construed as if such invalid provision were never a part of this Agreement.
- XIV. Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or within five (5) business days if mailed to the party to whom notice is to be given, by first class mail, registered, or certified, postage prepaid and properly addressed to the address set forth each party's signature below.
- XV. Binding Effect and Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. Neither party may assign its rights hereto, except the parties may assign their rights and obligations under this Agreement to any successor entity; provided, however, that the party (if still in existence) and such successor shall be jointly and severally obligated, responsible and liable for the performance of the obligations hereunder, regardless of any such assignment.