
Alloya's Loan Participation Platform Operating Agreement

The Master Membership Agreement ("MMA") and Master Membership Contract ("MMC") between Member and Alloya Corporate Federal Credit Union ("Alloya") are incorporated herein by reference and represent additional terms that are part of this Product Operating Agreement ("POA").

- I. **Scope of Service.** Alloya provides members a Loan Participation Platform Service ("Service") through Alloya's Premier View System. The Service allows authorized administrators ("Members" or "Users") to designate User authorized employees (also, "Users") with full or limited authority to view, purchase and/or sell loan participations, review reports, audit transactions or perform due diligence as well as other administrative functions (the "transactions"). Users may utilize the Service to purchase or sell loan participations.
- II. **Agreements.** To utilize the Service, all members must agree to the Alloya Master Loan Participation Agreement and the Alloya Loan Participation Platform Confidentiality Agreement ("Agreements"). These agreements govern the transactions, responsibilities and duties of Alloya and Users.
- III. **No Recommendations.** Although Service provides Users with due diligence assistance, yield analysis and other loan participation transaction services, it does not provide or in any way constitute a solicitation, recommendation, or advice in making a final sales or purchase determination.
- IV. **Approval.** No authorization, approval, license, or registration with any third party (including NCUA or State Regulator) is or will be necessary for the valid execution, delivery, or performance by Users hereunder. Members are solely responsible for compliance with applicable federal and state law.
- V. **No Conflicting Agreements.** The execution, delivery and performance by Member under this POA will not conflict with, result in a breach of or have a material adverse effect on Member with regards to any order, rule, regulation, award, indenture, contract, agreement, charter, bylaw or other instrument.
- VI. **Authorized Persons.** Alloya shall have no liability to Member in acting upon any notice, request or authorization, which Alloya believes in good faith has been given by a User to buy or sell loan participations hereunder, without further assurance, investigation or liability. A resolution or proof of authority authorizing User may be requested at any time by Alloya.
- VII. **Fees.** User acknowledges that fees may be charged for access to the Service. Other transaction fees may apply, and disclosed separately. Fees may be changed according to Alloya's MMC.
- VIII. **Limitations.** Alloya may impose additional requirements, limitations, or restrictions on User account and/or the Services at its discretion, without prior notice. Limitations may include restrictions on the number or type of transactions. To avoid confusion, Members must not simultaneously attempt to sell a loan pool or participation within the Service while marketing the same pool elsewhere.
- IX. **Audit.** Alloya may from time to time request financial, business, and operating information from Member reasonably necessary to grant access to Service, to evaluate a continuation of Services and/or to adjust any set limits. Member agrees to provide the requested information in a timely manner.
- X. **Warranties.** There are no implied warranties regarding the following:
 1. **Timing.** Completeness, accuracy and timeliness of information, including Market Data, available through Alloya's website.
 2. **Services.** Alloya reserves the right to terminate, limit, or change access to any portion of the services. If at any time Member is unable to access its Account Information through Services, it should immediately

contact Alloya. Member must monitor the Service and inform Alloya of any unauthorized or irregular activity.

3. **Viruses.** Alloya will not be liable for damage to your system, equipment or software caused by a computer virus.
4. **Third-Party Information.** Alloya assumes no liability regarding information and software of third parties or any website not under Alloya's control (even if linked from, or to, Alloya's website), or for software or hardware developed by any third party (even if linked from, or to, Alloya's website). A link to another website does not signify an endorsement of the site or of any security referenced there.
5. **As-Is/As-Available.** INFORMATION, SERVICES AND FUNCTIONS ARE PROVIDED ON AN "AS IS/AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS REQUIRED BY LAW. ALLOYA IS NOT LIABLE FOR ANY DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICE OR FOR YOUR ERRORS.

- XI. **Limitation of Liability.** IN NO EVENT WILL ALLOYA, OR ITS AFFILIATES, REPRESENTATIVES, CONTRACTORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH (I) ANY PARTY'S USE OF THE SERVICE AND/OR SERVICE(S) OR A WEB SITE LINKED TO THE SERVICE, (II) ANY FAILURE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY, COMPUTER VIRUS, LINE SYSTEM FAILURE OR LOSS OF DATA, (III) ANY LOSS OF USE RELATED TO ALLOYA'S WEB SITES AND/OR SERVICE(S) OR A LINKED SITE, (IV), ANY WEB SITE OPERATED BY ANY THIRD PARTY, (V) OR ANY CONTENT OF THIS WEB SITE OR ANY LINKED SITE, EVEN IF ALLOYA IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. MEMBER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS ALLOYA AND ITS AFFILIATES, LICENSORS AND CONTRACTORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, DEMANDS, LIABILITIES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO ANY BREACH BY YOU OF ANY OF THESE TERMS OF USE OR APPLICABLE LAW.
- XII. **Intellectual Property Ownership.** User acknowledges that Alloya and others retain all rights, title, and interest in and to any and all worldwide intellectual property and proprietary rights embodied in the Services, including, but not limited to, all copyrights, patent rights and trade secret rights, and in the Marks.
- XIII. **Intellectual Property Indemnity.** ALLOYA SHALL DEFEND, INDEMNIFY AND HOLD USER HARMLESS FROM ANY AND ALL LOSSES FOR INFRINGEMENT OF A PATENT OR PATENTS, COPYRIGHTS, TRADEMARKS, OR ANY OTHER INTELLECTUAL PROPERTY RIGHT OR TRADE SECRETS MISAPPROPRIATION GROWING OUT OF OR INCIDENT TO THE WORK OR THE EQUIPMENT OR MATERIALS FURNISHED BY ALLOYA.
- XIV. **Termination.** Termination is subject to the MMA, MMC, and the Agreements. Member will no longer be able to buy and sell new loan participations once termination is effective; however, Member's contractual responsibilities and duties under this POA, the MMA, the MMC and the Agreements for servicing, reporting, and settlement will survive the termination until all Member's bought or sold participations have matured.