

---

### **Alloya's Subordinated Debt Servicing Product 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 an Issuance and Servicing Platform (“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 upload or view documents, review reports, audit transactions, or perform other administrative functions (the “Transactions”) regarding the sale and servicing of Secondary Capital or Subordinated Debt.
- II. **Agreements.** To utilize the Service, all members must agree to this POA and have utilized Alloya in the sale or purchase of their secondary capital or subordinated debt. This POA governs the Transactions, responsibilities, and duties of Alloya and Users.
- III. **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.
- IV. **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.
- V. **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 facilitate Transactions or payments of interest or principal, without further assurance, investigation, or liability. A resolution or proof of authority authorizing User may be requested at any time by Alloya.
- VI. **Fees.** User acknowledges that fees may be charged for access to the Service. Other transaction fees may apply and are disclosed separately. Fees may be changed according to Alloya’s MMC.
- VII. **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.
- VIII. **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.
- IX. **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 Member’s 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 MEMBER'S ERRORS.
- X. **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 MEMBER OF ANY OF THESE TERMS OF USE OR APPLICABLE LAW.
- XI. **Intellectual Property Ownership.** User acknowledges that Alloya, Alloya Solutions, 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.
- XII. **Intellectual Property Indemnity.** ALLOYA SHALL DEFEND, INDEMNIFY AND HOLD USER HARMLESS FROM ANY AND ALL LOSSES FOR INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS, OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS, OR TRADE SECRETS MISAPPROPRIATION GROWING OUT OF OR INCIDENT TO THE WORK OR THE EQUIPMENT OR MATERIALS FURNISHED BY ALLOYA.
- XIII. **Termination.** Termination is subject to the MMA, MMC, and this POA. Member will no longer be able to view or initiate any transactions if service is terminated; however, Member's contractual responsibilities and duties under this POA, the MMA, the MMC and any secondary capital or subordinated debt agreements will survive termination and remain in force.