

## ConnexMarkets Borrower Agreement

### High-Level Summary

This agreement explains the terms under which ConnexMarkets, Inc. ("CXM") provides access to its platform and services to borrowers seeking capital. Below is a summary of the key points:

**Purpose:** Borrowers use CXM's platform to connect with potential lenders and arrange financing.

**Borrower Responsibilities:** Borrowers must provide accurate information, use the platform legally, and ensure compliance with this agreement.

**Fees:** CXM earns a fee for completed transactions; details are outlined in this agreement.

**Confidentiality:** Both parties will protect each other's sensitive information.

**Dispute Resolution:** Disputes are resolved via arbitration, with limited exceptions for court cases.

**Indemnification:** Each party takes responsibility for their actions and protects the other from related losses.

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### ConnexMarkets Borrower Agreement (Simple English Version)

This Borrower Agreement ("Agreement") is between ConnexMarkets, Inc., a Connecticut corporation ("CXM"), and the borrower ("Borrower"). By using CXM's platform and services, you agree to the terms below.

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#### 1. Purpose of the Agreement

CXM operates an online platform that helps Borrowers like you connect with potential lenders ("Lenders") to arrange financing. You can use the platform to identify Lenders, negotiate terms, and complete transactions. CXM is not a lender but facilitates these connections.

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#### 2. Using CXM's Platform and Services

**a. Authorized Use:** Your CXM account is for your business use only. You may allow specific employees or agents ("Authorized Users") to access your account, but you are responsible for their actions. Keep your login credentials secure—CXM is not liable for unauthorized access caused by your failure to protect your account.

**b. Information You Provide:** You must provide accurate, complete, and lawful information. By submitting information, you confirm that you have the right to share it and that it does not violate any third-party rights. If false or illegal information causes problems, you are responsible for resolving them, including reimbursing CXM for any related costs.

**c. No Guarantees:** CXM cannot guarantee that you will be matched with a lender or complete a transaction.

**d. Legal and Appropriate Use:** You and your Authorized Users must use CXM's platform only for lawful purposes and follow all applicable laws. You are prohibited from engaging in harmful, fraudulent, or illegal activities on the platform.

**e. CXM's Commitment:** CXM ensures its platform complies with data privacy, cybersecurity, and lending regulations. The platform is provided on an "as is" basis, and CXM makes no guarantees regarding uninterrupted access.

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### 3. Fees

**a. Transaction Fee:** When you complete a transaction ("Completed Transaction"), CXM earns a fee equal to 1% of the total financing amount. For certain U.S. Small Business Administration (SBA) loans or loans where fees cannot be charged to Borrowers ("No-Borrower-Fee Loans"), the lender will pay this fee to CXM.

**b. How Fees Are Paid:** For most transactions, Lenders will deduct CXM's fee from the loan proceeds before transferring the balance to you. For No-Borrower-Fee Loans, Lenders must pay CXM within 30 days of closing.

**c. Additional Lender Fees:** Lenders may charge you other fees, but they must disclose these fees to you through the platform to avoid surprises.

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### 4. Intellectual Property

**a. CXM's Ownership:** The platform, its design, and all related content are owned by CXM. You may not copy, modify, or use CXM's materials without permission.

**b. Your Content:** By sharing content (e.g., business information or loan requests) on the platform, you give CXM permission to use it for providing services. This includes sharing it with potential lenders as necessary.

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### 5. Confidentiality

**a. Definition:** Confidential information includes any non-public information shared between you and CXM, such as business plans, proprietary methods, or financial details.

**b. Responsibilities:** Both CXM and Borrowers must protect each other's confidential information and only use it for agreed purposes. CXM requires Lenders to agree to confidentiality terms before accessing your information.

**c. Exceptions:** CXM is not responsible if a Lender misuses your information, but CXM will take reasonable steps to ensure compliance.

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### 6. Term and Termination

**a. Term:** This agreement begins when you accept it and continues until terminated by either party. You or CXM may terminate this agreement at any time with written notice.

**b. Post-Termination Obligations:** If terminated, you must stop using the platform and pay any outstanding fees within 30 days.

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## 7. Dispute Resolution

**a. Arbitration:** Disputes between you and CXM will be resolved through binding arbitration, except for claims related to intellectual property, confidentiality, or injunctive relief.

**b. No Class Actions:** You cannot bring class-action lawsuits against CXM. Arbitration will occur on an individual basis.

**c. Exceptions to Arbitration:** You may file claims in court if they involve intellectual property or confidentiality breaches.

**d. Time Limit:** You must file any claims related to this agreement within one year of the issue arising.

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## 8. Liability and Indemnification

**a. Limitation of Liability:** CXM's liability is limited to the fees you have paid in the past 12 months, with exceptions for gross negligence or willful misconduct.

**b. Indemnification:** You agree to protect CXM from losses resulting from your misuse of the platform, false information, or violations of this agreement. CXM will not indemnify you for issues caused by third parties like Lenders.

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## 9. Additional Terms

**a. Privacy Policy:** You must comply with CXM's Privacy Policy, which outlines how your data is handled. Updates to the policy will be communicated to you.

**b. Governing Law:** This agreement is governed by Connecticut law.

**c. Injunctive Relief:** Either party can seek injunctive relief (e.g., a court order to stop a violation) for breaches involving intellectual property, confidentiality, or data security.

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## Acknowledgment

By using CXM's platform and services, you acknowledge that you have read and understood this agreement and agree to its terms.

## CONNEXMARKETS BORROWER AGREEMENT (Legal Version)

This CONNEXMARKETS BORROWER AGREEMENT (this "Agreement") is entered into by and between ConnexMarkets, Inc., a Connecticut corporation (together with its Affiliates, "CXM"), and a borrower ("Borrower").

WHEREAS, CXM owns and operates a platform on CXM's website, and sub-sites of CXM's website (together the "Sites"), and provides services related thereto (the "Services"), in each case designed to connect and introduce potential lenders ("Potential Lenders") to individuals and entities that are looking for capital, including Borrower; and

WHEREAS, Borrower desires to participate, in the capacity of a borrower, on the Sites and have access to the Services.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Transactions. During the term of this Agreement, Borrower may use the Sites and the Services to identify Potential Lenders with whom Borrower may enter into a transaction (any such transaction that is actually consummated, a "Completed Transaction") pursuant to which Borrower will obtain capital from the Potential Lender (any such Potential Lender that consummates a Completed Transaction with Borrower, a "Lender") on the terms and conditions agreed to by Lender and Borrower.

2. Use of the Sites and the Services.

(a) Exclusive Use. Borrower's account on the Sites shall be used only by Borrower and those of its directors, managers, officers, and employees Borrower specifically authorizes to use its account (each, an "Authorized User"). Borrower shall use, and shall ensure that its Authorized Users use, its account only for Borrower's business needs. Borrower may not authorize any person or entity, other than its Authorized Users, to use Borrower's account, and Borrower may not assign or otherwise transfer Borrower's account to any other person or entity. CXM is not responsible for third-party access to Borrower's account that results from any action or inaction outside of CXM's reasonable control including, without limitation, the theft or misappropriation of Borrower's account information (such as user name and password).

(b) Information Submitted. By providing information to CXM in any medium, including the Sites, Borrower represents and warrants to CXM that such information provided by, or on behalf of Borrower (or its Authorized Users) is true, complete, and accurate, and does not infringe on any third-party rights. Borrower agrees to indemnify CXM against any claims arising from the inaccuracy, incompleteness, or illegality of the information provided and is solely responsible for, and assumes all liability regarding, (i) the information Borrower and its Authorized Users provide through its and their use of the Sites and the Services, (ii) the information Borrower and its Authorized Users makes available to CXM, any Potential Lender, and any Lender and (iii) Borrower's and its Authorized Users' interaction with any and all third parties including, without limitation, any Potential Lender or Lender.

(c) No Guarantees. CXM may not be able to provide matched Potential Lenders for every borrower, including Borrower, who seeks to use the Sites and the Services.

(d) Legal Purpose. Borrower shall not use, and shall ensure that its Authorized Users do not use, the Sites or the Services for any illegal purpose. Borrower shall only use, and shall ensure that its Authorized Users only use, the Sites and the Services in accordance with all applicable laws and regulations. Borrower shall not override or circumvent, or attempt to override or circumvent, any security feature, control or use limits of the Sites.

(e) Prohibited Use or Conduct. Borrower shall ensure that its Authorized Users comply with all applicable laws, regulations, and platform terms. Borrower indemnifies CXM against any liability arising from prohibited activities conducted by Borrower or its Authorized Users on the platform. In addition to the foregoing, Borrower shall not do, and shall not permit any of its Authorized Users to do, any of the following while using, or in connection with the use of, the Sites and the Services: (i) upload or otherwise transmit or disseminate any message, material, image, data, software, or other content that is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene or otherwise objectionable, or that may invade another's right of privacy or publicity; (ii) create a false identity for the purpose to mislead or impersonate any person or entity, including but not limited to any CXM representative or agent, or otherwise falsely state or imply your affiliation with such person or entity; (iii) upload, transmit or otherwise disseminate files that contain malware, including viruses, Trojan horses, ransomware, worms, time bombs, cancel-bots, corrupted files, or any other software or programs that may damage the operation of another's computer, information system, data, or property; (iv) upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation, commercial or otherwise; (v) manipulate or otherwise display the Websites by using framing, mirroring or similar navigational technology; or (vi) harvest or otherwise collect information about others, including e-mail addresses, user profiles, and passwords.

(f) CXM Representations. CXM represents that the Sites and Services will comply with applicable data privacy, cybersecurity, and lending regulations. CXM will take commercially reasonable measures to ensure the platform operates securely and in compliance with these laws.

### 3. Fees.

(a) Transaction Fee. For every Completed Transaction, except for U.S. Small Business Administration ("SBA") loans and any other loans where fees cannot be charged to Borrower (each, a "No-Borrower-Fee Loan"), CXM shall receive a cash fee equal to one percent (1%) of the aggregate notional principal amount of the loan and other financial accommodations (including, without limitation, letters of credit and undrawn revolving loans) that are provided, or otherwise made available, to Borrower by Lender in the Completed Transaction (such amount the "Transaction Fee"). Borrower acknowledges and agrees that at the closing of each Completed Transaction (the "Closing"), Lender will (i) deduct the applicable Transaction Fee from the total proceeds payable to Borrower at the Closing, and (ii) concurrently with its payment of the remaining proceeds to Borrower, pay CXM the Transaction Fee by wire transfer of immediately available funds to an account designated in writing by CXM.

(b) Transaction Fee for No-Borrower-Fee Loans. For every Completed Transaction that is a No-Borrower-Fee Loan, Lender shall pay CXM within thirty (30) days following the Closing of such Completed Transaction a referral fee with respect to such Completed Transaction that is equal to one percent (1%) of the aggregate notional principal amount of the loan and other financial accommodations (including, without limitation, letters of credit and undrawn revolving loans) that are provided, or otherwise made available, to Borrower by Lender in the No-Borrower-Fee Loan.

(c) Additional Lender Fees. Borrower acknowledges and agrees that a Lender may charge Borrower additional fees in connection with a Completed Transaction or Subsequent Transaction. However, to avoid any "surprise" fees to Borrower, each Lender may not charge any fee to Borrower for a Completed Transaction using the Sites or the Services, in whole or in part, that such Lender does not disclose on the Sites.

### 4. Proprietary Rights.

(a) CXM Intellectual Property. The Sites, the Services, and all text, graphics, user interfaces, visual interfaces, photographs, copyrights, trademarks and patents (whether registered or not), logos, sounds, artwork of any kind, and computer code, including the design, structure, coordination, selection, appearance and arrangement of the foregoing, contained on the Sites (collectively, the "CXM Intellectual Property") is owned by CXM. No rights with respect to the CXM Intellectual Property are granted to Borrower, or any other third party, other than as may be expressly set forth herein.

(b) License to Provide Content. By providing information or content to any account or the Sites, Borrower hereby represents and warrants that Borrower owns or has obtained all necessary rights, consents, and permissions to grant to CXM an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, reproduce, publicly perform, publicly display and distribute such information and content, and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sub-licenses of the foregoing, in each case as necessary for CXM to provide access to the Site and Services to Borrower, Potential Lenders, and Lenders. As part of its performance of the Services, CXM may (a) transmit or distribute Borrower's information and content over various public networks and in various forms; and (b) make necessary changes to Borrower's information and content in order to perform its obligations under this Agreement and its agreements with other borrowers, Potential Lenders, and Lenders.

## 5. Confidentiality.

(a) Definition. The term "Confidential Information" shall mean all information, oral and written, and all materials (in any medium), disclosed or delivered by one party (in such capacity, the "Discloser") to the other party (in such capacity, the "Recipient") that is labeled or marked as "confidential" or "proprietary" or, if not so labeled or marked, which a person would reasonably understand to be confidential or proprietary to the Discloser, and whether provided prior to, on or after the date hereof up to the effective date of any termination of this Agreement; provided that Confidential Information of the Discloser does not include information that: (i) through no breach of this Agreement is or becomes publicly available, (ii) is or was lawfully obtained from a third party, on an unrestricted basis, without breach of any obligation between the third party and the Discloser, (iii) was already known by Recipient, on an unrestricted basis, at the time of disclosure by Discloser as evidenced by documents maintained in the ordinary course of business or (iv) was independently developed by or on behalf of Recipient without use of or reference to the Discloser's Confidential Information as evidenced by Recipient's written records. The Confidential Information of CXM shall include, without limitation, the CXM Intellectual Property.

(b) Use and Disclosure of Confidential Information. In consideration of the disclosure of the Confidential Information, the Recipient shall not use or duplicate any Confidential Information of the Discloser except as necessary to perform its obligations under this Agreement and Recipient shall keep confidential and not disclose any Confidential Information of the Discloser to any person or entity, other than (i) to those employees and contractors of the Recipient whose knowledge is necessary to perform the Recipient's obligations under this Agreement and to its professional advisors (e.g., attorneys and accountants), and (ii) in the case of CXM as the Recipient, (A) to Potential Lenders and Lenders via the Sites and the Services in connection with potential transactions, Completed Transactions, and Subsequent Transactions, and (B) in accordance with the Privacy Policy; provided that all such employees, contractors, professional advisors, Potential Lenders, and Lenders are advised of their obligations to maintain the confidentiality of Discloser's Confidential Information and to not use such Confidential Information except as necessary to perform obligations under this Agreement and/or to consummate Completed Transactions and/or Subsequent Transactions. The Recipient shall be responsible for any breach of this Agreement caused by any act or omission by any employee, contractor or professional advisor of the Recipient to whom such Confidential Information of Discloser may be disclosed by the Recipient; provided, that, for the avoidance of doubt, CXM will require all third parties (including Lenders) to enter into agreements obligating them to protect Borrower's confidential information and limit its use solely for the purpose of evaluating potential transactions and CXM shall have no responsibility for any breach of this Agreement by a Potential Lender or a Lender. Without limiting any of the foregoing, the Recipient shall protect the Confidential Information of the Discloser with at least the same degree of care as it exercises to protect its own confidential information, but in no event less than reasonable care.

(c) Further Restrictions on Use of Confidential Information by Borrower. Borrower shall not use CXM's confidential information, including CXM Intellectual Property, in any way that violates applicable laws or this Agreement. Borrower further acknowledges its responsibility to notify CXM immediately of any unauthorized use or disclosure of confidential information. Without limiting the generality of Section 5(b), Borrower shall not post, copy, modify, transmit, disclose, show in public, create any



derivative works from, distribute, make commercial use of, or reproduce in any way any (i) Confidential Information of CXM (which shall include, without limitation, the CXM Intellectual Property) or (ii) other copyrighted material, trademarks or other proprietary information, in either case disclosed or made available to Borrower by, or on behalf of, CXM including such information, materials, trademarks, or other proprietary information which may be accessible by Borrower via the Sites or through the Services, without first obtaining the prior written consent of CXM, which CXM may withhold in its sole discretion.

(d) Permitted Disclosure. Notwithstanding Section 5(b), the Recipient may produce or disclose Confidential Information of the Discloser if and to the extent required pursuant to applicable laws, regulations or court order; provided that, to the extent permitted by applicable law, the Recipient has given the Discloser reasonable prior written notice thereof so that the Discloser may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or the Discloser waives compliance with the provisions of this Agreement, the Recipient shall furnish only that portion of the Confidential Information of the Discloser that the Recipient is legally required to disclose and shall exercise all commercially reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information.

6. Communication. CXM may communicate with Borrower via Borrower's email address and/or telephone number to, among other things, notify Borrower of changes to the Privacy Policy, the Sites, the Services, special offers, or as otherwise described in the Privacy Policy.

7. Term.

(a) Term and Termination. The term of this Agreement shall begin on the date the Borrower accepts this Agreement via the Sites ("Effective Date") and shall continue until terminates as provided herein. Either party may terminate this Agreement at any time, for any reason or no reason, upon written notice to the other party.

(b) Effect of Termination. Upon termination of this Agreement, Borrower shall (i) immediately cease use of the Sites and the Services, (ii) promptly pay to CXM all fees owed to CXM as of the effective date of suspension or termination including, without limitation, any Transaction Fees (other than Transaction Fees for No-Borrower-Fee Loans), and (iii) remain obligated to pay to CXM all Transaction Fees (other than Transaction Fees for No-Borrower-Fee Loans), notwithstanding any prior termination of this Agreement. Borrower acknowledges and agrees that fees paid to CXM including, without limitation, Transaction Fees, are nonrefundable.

(c) Survival. Sections 3, 4, 5, 7(b), 7(c), and 8 through 12 (inclusive) of this Agreement shall survive the termination of this Agreement.

8. Disclaimer of Warranty.

(a) No Warranties. CXM PROVIDES ACCESS TO THE SITES AND THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR THE SITES (INCLUDING ALL INFORMATION CONTAINED THEREIN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CXM DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE SITES.

(b) Third Party Content. Opinions, advice, statements, offers or other information or content made available through the Sites or the Services, but not directly by CXM, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. CXM DOES NOT: (A) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OPINIONS, ADVICE, STATEMENTS, OFFERS OR OTHER INFORMATION PROVIDED BY ANY THIRD PARTY, OR (B) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, STATEMENT, OFFER, OR OTHER INFORMATION MADE BY

ANY PARTY OTHER THAN CXM. UNDER NO CIRCUMSTANCES WILL CXM BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM BORROWER'S (OR ITS AFFILIATES') RELIANCE ON THE OPINIONS, ADVICE, STATEMENTS, OFFERS, OR OTHER INFORMATION POSTED BY THIRD PARTIES ON THE SITES OR THROUGH THE SERVICES, OR ANY OPINIONS, ADVICE, STATEMENTS, OFFERS, OR OTHER INFORMATION THAT IS TRANSMITTED TO OR BY ANY USERS OF THE SITES OR THE SERVICES.

(c) Beta Features. From time to time, CXM may offer new "beta" features or tools with which Borrower may experiment on the Sites or with the Services. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at CXM's sole discretion. The provisions of this Section 8 apply with full force to all "beta" features or tools. Borrower expressly acknowledges that the use of beta features or tools is at its sole risk and waives any claims against CXM arising from the experimental nature of such features. Borrower must affirmatively consent to terms governing the use of beta features.

9. Disclaimer of Damages; Limitation of Liability.

(a) SPECIAL DAMAGES AND AGGREGATE LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PRIVACY POLICY, OR BORROWER'S USE OR INABILITY TO USE THE SITES OR THE SERVICES (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES), EVEN IF A PARTY KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S AGGREGATE LIABILITY TO OTHER PARTY (COLLECTIVELY WITH ITS AFFILIATES), IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT, THE PRIVACY POLICY, OR BORROWER'S USE OF THE SERVICES OR THE SITES, EXCEED (I) THE FEES ACTUALLY PAID BY BORROWER TO CXM DURING THE TWELVE (12) MONTHS PRIOR TO THE ACTION OR INACTION GIVING RISE TO SUCH LIABILITY, OR, (II) IF BORROWER HAS NOT PAID ANY FEES TO CXM, USD \$25.00.

(b) NO LIABILITY FOR NON-CXM ACTIONS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY DAMAGES, WHETHER OR NOT GENERAL, SPECIFIC, INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE, ARISING OUT OF OR RELATING TO THE ACTIONS, INACTIONS, OR OTHER CONDUCT OF THE OTHER PARTY, ANY POTENTIAL LENDER, ANY LENDER, ANY OTHER BORROWER, OR ANY OTHER THIRD PARTY.

10. Indemnification. Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party (the "Indemnified Party"), its Affiliates, and its and their respective officers, directors, managers, shareholders, members, employees, contractors, advisors, and agents from and against any and all losses, damages, costs, liabilities, and expenses (including reasonable attorneys' fees and disbursements) provided that CXM's indemnification obligations exclude any losses caused by third parties, including Lenders, relating to or arising out of the Indemnifying Party's (or its Affiliates'): (a) use of the Sites or the Services; (b) transmission of false, misleading, scandalous, libelous, or otherwise inappropriate information or materials; (c) commission of any false or misleading statement to any person, or any omissions of material fact made by the Indemnifying Party (or its Affiliates) to any person or entity in connection with the Sites or the Services; (d) breach of any terms of this Agreement or the Privacy Policy; (e) infringement or violation of any rights of any third party; (f) violation of any applicable laws, rules, or regulations; or (g) fraud, deceit, gross negligence, or willful misconduct. The Indemnified Party reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Indemnifying Party pursuant to this Section 10, in which event the Indemnifying Party shall fully cooperate, and cause its Affiliates to fully cooperate, with the Indemnified Party in asserting any available defenses and counterclaims.

11. Dispute Resolution by Binding Arbitration; Class Action Waiver.



(a) In the interest of resolving disputes between Borrower and CXM in the most expedient and cost-effective manner, Borrower and CXM agree to resolve disputes arising out of, or related to, this Agreement, the Privacy Policy, the Sites, or the Services through binding arbitration. Any such arbitration will take place on an individual basis; class arbitrations and class actions are not permitted. Borrower acknowledges and agrees that the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that individual party's claim(s). Any relief awarded cannot affect other parties.

(b) BORROWER UNDERSTANDS THAT BY ENTERING INTO THIS AGREEMENT, BORROWER AND CXM ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO THIS AGREEMENT, THE PRIVACY POLICY, THE SITES, OR THE SERVICES.

(c) Arbitrator. Any arbitration pursuant to this Agreement will be governed by the Commercial Dispute Resolution Procedures (collectively, the "AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA.

(d) Notice and Process. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to CXM must be addressed to: ConnexMarkets, Inc., 64 Wall St, Madison, CT 06443. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If Borrower and CXM do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, either Borrower or CXM may commence an arbitration proceeding in accordance with this Section 11.

(e) Small Claims. If Borrower's claim is for \$10,000 or less, Borrower may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules.

(f) Location of Hearings. Any in-person arbitration hearings will take place at a location to be agreed upon in Fairfield County, Connecticut. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(g) No Class Actions. BORROWER AND CXM AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN BORROWER'S OR CXM'S, AS APPLICABLE, INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. No party shall commence or seek to prosecute or defend any dispute, controversy or claim based on any legal theory arising out of, in connection with or relating to this Agreement, the Privacy Policy, the Sites, or the Services, or the breach thereof, other than on an individual, non-class, non-collective action basis. No party shall seek to prosecute or defend any dispute, controversy or claim arising out of, in connection with or relating to this Agreement, the Privacy Policy, the Sites, or the Services, or the breach thereof, in a representative or private attorney general capacity. The arbitrator shall not have the power to consolidate any arbitration arising out of, in connection with, or relating to this Agreement, the Privacy Policy, the Sites, or the Services with any other arbitration, absent agreement of all parties involved, or otherwise to deal with any matter on a non-individual, class, collective, representative or private attorney general basis. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

(h) Severability and Enforceability. If an arbitrator or court decides that any part of this Section 11 is invalid or unenforceable, the other parts of this Section 11 shall still apply. If the entirety of this Section 11 is found to be unenforceable, then the parties agree to the exclusive jurisdiction of the

courts of the State of Connecticut located in Fairfield County, Connecticut and the United States District Court for the District of Connecticut in Bridgeport, Connecticut for all actions arising out of or related to this Agreement, the Privacy Policy, the Sites, or the Services, and that the remainder of this Agreement will continue to apply.

(i) Injunctive Relief and Court Claims. Borrower and CXM agree that injunctive relief is available only for breaches involving intellectual property, confidentiality, or data security obligations, and does not waive arbitration requirements for other disputes. Nothing herein shall be deemed to waive, preclude or otherwise limit a party's right to (i) seek injunctive relief, in accordance with Section 12(f), in a court of law; or (ii) to file suit in a court of law to address intellectual property infringement claims. The courts of the State of Connecticut located in Fairfield County, Connecticut and the United States District Court for the District of Connecticut in Bridgeport, Connecticut shall have exclusive jurisdiction over any such claims.

## 12. Miscellaneous.

(a) Privacy Policy. During the term of this Agreement, Borrower shall comply with, and ensure that each of its directors, managers, officers, employees, and agents comply with, CXM's then-current Privacy Policy (the "Privacy Policy"), which may be found at [www.cxmlloans.com/privacy](http://www.cxmlloans.com/privacy). The terms of the Privacy Policy are hereby incorporated by reference. CXM may alter, amend, or modify the Privacy Policy at any time, with or without prior notice to Borrower.

(b) Conflict. If there is any conflict between this Agreement, on the one hand, and the Privacy Policy, on the other hand, then the terms of this Agreement shall prevail. If there is a conflict between this Agreement and any other written agreement between CXM and Borrower, the terms of this Agreement shall prevail unless such other written agreement expressly provides that it is modifying this Agreement with respect thereto.

(c) No Waiver; Headings. The failure of CXM to exercise or enforce any right or provision of this Agreement or the Privacy Policy does not constitute a waiver of such right or provision. If any provision of this Agreement or the Privacy Policy is held invalid, the remainder of this Agreement or the Privacy Policy, as applicable, will continue in full force and effect. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

(d) Amendment. Borrower will be notified of any changes to this Agreement. Continued use of the platform constitutes acceptance. Borrower may opt out of changes by providing written notice to CXM, provided Borrower ceases all use of the Sites and Services.

(e) Governing Law. This Agreement shall be governed by the internal laws of the State of Connecticut, without giving effect to its conflicts of law principles.

(f) Injunctive Relief. Each party agrees that injunctive relief may only be sought in instances of breaches involving intellectual property, confidentiality, or data security. All other disputes remain subject to arbitration. Each party acknowledges and agrees that any violation of this Agreement or the Privacy Policy by the other party may cause irreparable harm to the non-breaching party. Therefore, the non-breaching party shall be entitled to injunctive relief, including but not limited to temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting a bond or other security, in addition to and without prejudice to any other rights or remedies that the non-breaching party may have for a breach of this Agreement or the Privacy Policy.

(g) Time Limitation. Any claim or cause of action by Borrower (or an Affiliate thereof) against CXM (or an Affiliate thereof) arising out of or related to this Agreement, the Privacy Policy, the Sites, or the Services must be filed within one (1) year after the action or inaction giving rise to such claim or cause of action. Any claim or cause of action not filed within such one (1) year period shall be forever barred.

