

NON-CIRCUMVENTION AND CONFIDENTIALITY AGREEMENT

This Non-Circumvention and Confidentiality Agreement (the “Agreement”) is made effective as of the date of electronic acceptance (the “Effective Date”) by and between Insight Funders, Inc., a Delaware corporation (“Insight Funders”), and the individual or entity acknowledging this Agreement (“Participant”). By clicking “I Agree,” the Participant agrees to be legally bound by the terms of this Agreement.

1. Definitions

1.1 **Borrower** – Any individual or entity seeking financing through the Insight Funders Platform (the “Platform”).

1.2 **Lender** – Any individual or entity providing financing through the Platform, including but not limited to institutions, family offices, private credit funds, and Registered Investment Advisors (RIAs).

1.3 **Referral Partner** – Any individual or entity that refers Borrowers or Lenders to the Platform in exchange for potential compensation.

1.4 **Confidential Information** – Includes all non-public information disclosed by Insight Funders or any Participant, including but not limited to business plans, financial data, proprietary AI models, underwriting methodologies, borrower/lender data, and all communication through the Platform. Confidential Information also includes any data, analytics, or insights generated by

the Platform, including AI-driven risk assessments, financial models, and underwriting methodologies.

1.5 Platform – The proprietary software, systems, and services provided by Insight Funders, including but not limited to its SaaS platform, AI models, and data analytics tools.

2. Non-Circumvention

2.1 Exclusive Use of Platform: The Participant agrees that **all transactions, communications, and interactions** between Participants (Borrowers, Lenders, and Referral Partners) **must occur exclusively through the Platform**. The Participant shall not attempt to bypass, circumvent, or exclude Insight Funders from any financial transactions or lending activities initiated through the Platform.

2.2 Prohibited Conduct: The Participant shall not, directly or indirectly:

- Contact, negotiate, or transact with any other Participant (Borrowers, Lenders, Referral Partners) introduced by Insight Funders outside of the Platform.
- Use any data, financial models, AI-driven insights, or underwriting methods obtained from the Platform to conduct transactions outside of Insight Funders' ecosystem.
- Reverse-engineer, replicate, or otherwise attempt to recreate any proprietary technology, algorithms, or financial models used by Insight Funders.
- Facilitate, assist, or enable any third party to circumvent Insight Funders in transactions involving Participants introduced through the Platform.

2.3 Duration: This non-circumvention obligation remains in effect for **TEN (10) YEARS** from the Effective Date.

2.4 Penalties for Breach: Any violation of this Non-Circumvention Clause will result in:

- Immediate termination of Platform access.
- Liquidated damages equal to the full transaction amount, plus any associated revenue that would have been earned by Insight Funders.
- Reimbursement of all legal fees and costs incurred by Insight Funders in enforcing this Agreement.
- Potential legal action for injunctive relief and monetary damages.

3. Confidentiality

3.1 Obligations: The Participant shall not disclose, share, or misuse Confidential Information obtained from the Platform. The Participant shall take all reasonable measures to protect Confidential Information, including but not limited to implementing access controls and encryption.

3.2 Use of Confidential Information: Confidential Information shall only be used for evaluating and participating in financing opportunities on the Platform, unless expressly authorized in writing by Insight Funders.

3.3 Exclusions: Confidential Information does not include information that:

- Is already publicly available without breach of this Agreement.

- Was in the Participant's possession prior to disclosure.
- Is obtained lawfully from a third party.

The Participant bears the burden of proving that any information falls under these exclusions.

3.4 Legal Disclosure: If required by law or a court order, the Participant must provide written notice to Insight Funders before disclosing any Confidential Information and shall cooperate with Insight Funders in seeking a protective order or other remedy to prevent or limit disclosure.

4. Data Ownership, AI Training, and Platform Use

4.1 Data Ownership:

- Insight Funders retains full ownership of all borrower, lender, and transaction data, including aggregated and anonymized data derived from user activity.
- The Participant grants Insight Funders a perpetual, irrevocable, royalty-free license to use any data provided by the Participant for the purposes of operating, improving, and marketing the Platform.
- Participants shall not use, sell, or distribute any proprietary financial data or risk models obtained from the Platform.

4.2 AI Model Training:

- The Participant acknowledges that Insight Funders may use user-generated data to train and refine its proprietary AI models for enhanced credit risk assessment.

- Any data used for AI training will be aggregated and anonymized to protect individual privacy.

4.3 No Data Liability:

- Insight Funders does not guarantee the accuracy, completeness, or reliability of any financial data or AI-driven insights provided through the Platform.
 - The Participant acknowledges that Insight Funders is not responsible for any decisions made by the Participant based on data or insights provided through the Platform.
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5. Platform Use and Communication

5.1 Exclusive Communication: All communications and transactions must be conducted through the Platform. Any attempt to circumvent this requirement will be considered a material breach of this Agreement.

5.2 Prohibited Actions: The Participant shall NOT:

- Attempt to contact, solicit, or engage with other Participants outside the Platform for financing opportunities.
 - Use Platform data for external financial transactions without prior approval.
 - Use any automated tools, scripts, or bots to access or interact with the Platform without prior written consent from Insight Funders.
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6. Limitation of Liability

6.1 No Investment, Legal, or Financial Responsibility:

- Insight Funders does NOT provide financial, investment, or legal advice.
- All lending decisions are solely the responsibility of Lenders and Borrowers.
- Insight Funders does not guarantee the performance, suitability, or profitability of any financing opportunities on the Platform.

6.2 No Indirect Damages:

- Insight Funders is NOT liable for any indirect, incidental, consequential, or punitive damages resulting from Platform use.
- This limitation of liability applies even if Insight Funders has been advised of the possibility of such damages.

6.3 Liability Cap:

- Insight Funders' total liability is capped at the total fees paid by the Participant in the preceding 12 months.
- This cap does not apply to breaches of confidentiality, non-circumvention, or intellectual property rights, for which liability is uncapped.

7. Dispute Resolution

7.1 Governing Law: This Agreement is governed by the laws of the State of Delaware.

7.2 Mandatory Arbitration: Any disputes shall be resolved through binding arbitration under the American Arbitration Association (AAA) in Wilmington, Delaware. The arbitration shall be conducted by a single arbitrator with expertise in corporate and technology law.

7.3 Injunctive Relief: The Participant acknowledges that monetary damages may be insufficient to remedy breaches of this Agreement and that Insight Funders is entitled to seek injunctive relief without posting a bond.

8. Miscellaneous

8.1 Termination Rights:

- Insight Funders may terminate this Agreement and Platform access at any time with or without cause.
- Upon termination, the Participant shall immediately cease using the Platform and return or destroy all Confidential Information in their possession.

8.2 Amendments: This Agreement may only be modified in writing signed by both parties. Any amendments must reference this Agreement and explicitly state the changes being made.

8.3 Severability: If any provision is held invalid, the remaining provisions remain enforceable.

8.4 Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, or representations, whether written or oral.

8.5 Survival: Sections 2 (Non-Circumvention), 3 (Confidentiality), 4 (Data Ownership), and 7 (Dispute Resolution) shall survive the termination of this Agreement.

8.6 Assignment: The Participant may not assign or transfer any rights or obligations under this Agreement without the prior written consent of Insight Funders.

8.7 Notices: All notices required or permitted under this Agreement shall be in writing and delivered via email to the addresses specified by each party.

8.8 Electronic Acceptance: By clicking “I Agree,” the Participant acknowledges that this Agreement is legally binding and that electronic acceptance has the same legal effect as a handwritten signature.

ACKNOWLEDGMENT

By clicking “I Agree,” the Participant acknowledges that they have read, understood, and agree to be bound by the terms of this Agreement. The Participant further acknowledges that any attempt to bypass the Platform or engage in transactions outside of the Platform will constitute a material breach of this Agreement and may result in legal action.