

## *Non-Circumvention and Confidentiality Agreement*

### *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 undersigned party (“Participant”), which may be a Borrower or a Lender as defined below.*

*WHEREAS, Insight Funders operates a fintech lending platform (the “Platform”) connecting Borrowers with Lenders for financing opportunities;*

*NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:*

#### *1. Definitions*

*1.1 Borrower: Any individual or entity seeking financing through the Platform.*

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

*1.3 Confidential Information: All non-public information disclosed by Insight Funders or any Participant, including but not limited to business plans, financial data, customer lists, proprietary technology, and any other information designated as confidential or that should reasonably be understood to be confidential.*

## *2. Non-Circumvention*

*2.1 Exclusive Dealings: The Participant agrees not to circumvent, avoid, bypass, or obviate Insight Funders, directly or indirectly, to engage in any transactions with any Borrower or Lender introduced through the Platform without the express written consent of Insight Funders.*

*2.2 Duration: This non-circumvention obligation shall remain in effect for Ten (10) years from the Effective Date.*

*2.3 Scope: This clause applies to all current and future dealings between Participants introduced through the Platform.*

*2.4 Penalties: Any breach of this Section 2 shall render the Participant liable for damages, including but not limited to lost revenues, and may result in immediate termination of access to the Platform.*

### *3. Confidentiality*

*3.1 Obligations: The Participant shall maintain all Confidential Information in strict confidence and shall not disclose it to any third party without prior written consent from the disclosing party.*

*3.2 Use of Confidential Information: The Participant may use Confidential Information solely for the purposes of evaluating and participating in financing opportunities on the Platform.*

*3.3 Exclusions: Confidential Information does not include information that is or becomes publicly available without breach of this Agreement, was already in the Participant's possession, or is obtained lawfully from a third party.*

*3.4 Legal Disclosure: If required by law or court order, the Participant may disclose Confidential Information after providing prompt written notice to Insight Funders to seek a protective order or other appropriate remedy.*

#### *4. Data Usage and Ownership*

*4.1 Consent to Data Use: The Participant grants Insight Funders the right to collect, store, and use data provided by the Participant ("Participant Data") for the purposes of operating the Platform and related services.*

*4.2 AI Model Training: The Participant acknowledges and agrees that Insight Funders may use Participant Data to train and enhance its artificial intelligence models.*

*4.3 Data Sharing: The Participant consents to Insight Funders sharing necessary Participant Data with potential Lenders or Borrowers to facilitate financing opportunities.*

*4.4 Data Retention: Participant Data will be retained by Insight Funders in accordance with its data retention policies and applicable laws.*

*4.5 Ownership Rights: All rights to aggregated and anonymized data derived from Participant Data are owned exclusively by Insight Funders.*

#### *5. Platform Use and Communication*

*5.1 Exclusive Communication: All communications and transactions between Borrowers and Lenders introduced via the Platform must be conducted through the Platform.*

*5.2 Monitoring: Insight Funders reserves the right to monitor communications and transactions to ensure compliance with this Agreement.*

*5.3 Prohibited Actions: Participants shall not attempt to contact other Participants outside of the Platform for purposes related to financing opportunities introduced by Insight Funders.*

## *6. Intellectual Property Rights*

*6.1 Insight Funders IP: All intellectual property related to the Platform, including software, trademarks, and content, is the exclusive property of Insight Funders.*

*6.2 License Grant: Insight Funders grants Participants a limited, revocable, non-exclusive license to use the Platform in accordance with this Agreement.*

*6.3 Restrictions: Participants shall not copy, modify, distribute, or create derivative works from the Platform or any of its content.*

## *7. Representations and Warranties*

*7.1 Authority and Capacity: The Participant represents that it has the legal authority and capacity to enter into this Agreement.*

*7.2 Compliance with Laws: The Participant agrees to comply with all applicable federal, state, and local laws and regulations, including those related to lending and data protection.*

*7.3 Accuracy of Information: The Participant warrants that all information provided to Insight Funders is true, accurate, and complete.*

## *8. Indemnification*

*8.1 Participant's Indemnity: The Participant agrees to indemnify, defend, and hold harmless Insight Funders and its affiliates from any claims, liabilities, damages, or expenses arising from the Participant's breach of this Agreement or misuse of the Platform.*

## *9. Limitation of Liability*

*9.1 No Indirect Damages: Insight Funders shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement.*

*9.2 Liability Cap: Insight Funders' total cumulative liability under this Agreement shall not exceed the total fees paid by the Participant to Insight Funders in the twelve (12) months preceding the claim.*

## *10. Term and Termination*

*10.1 Term: This Agreement is effective as of the Effective Date and continues until terminated.*

*10.2 Termination by Insight Funders: Insight Funders may terminate this Agreement and the Participant's access to the Platform at any time, with or without cause, upon written notice.*

*10.3 Termination by Participant: The Participant may terminate this Agreement upon thirty (30) days' written notice to Insight Funders.*

*10.4 Survival: Sections 2, 3, 4, 6, 8, 9, and 11 shall survive termination of this Agreement.*

## *11. Dispute Resolution*

*11.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.*

*11.2 Arbitration: Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.*

*11.3 Venue: The arbitration shall take place in Wilmington, Delaware.*

*11.4 Equitable Relief: Notwithstanding the foregoing, Insight Funders may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property or Confidential Information.*

## *12. Miscellaneous*



*12.1 Entire Agreement: This Agreement constitutes the entire understanding between the parties regarding its subject matter and supersedes all prior agreements.*

*12.2 Amendments: Any modification or amendment to this Agreement must be in writing and signed by both parties.*

*12.3 Severability: If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.*

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

*12.5 Notices: All notices required or permitted under this Agreement shall be in writing and delivered to the parties at the addresses provided upon registration, either by email or certified mail.*

*12.6 Electronic Acceptance: The Participant acknowledges that electronic acceptance of this Agreement constitutes a binding agreement.*

*IN WITNESS WHEREOF, the Participant agrees to the terms of this Agreement as of the Effective Date.*