



Mutual NDA: Climb Credit, Inc. and Your Company

In connection with the consideration by your company of certain other business opportunities with Climb Credit, Inc. and its affiliates (collectively, “Climb”), or investments in special purpose vehicles or other products managed by Climb (collectively, the “Opportunity”), your company and Climb (together, the “Parties”) it is anticipated that the Parties will provide to each other certain information (the “Information”) relating to their respective businesses or the Opportunity.

In consideration for the party disclosing the Information (the “Disclosing Party”) agreeing to make available the Information to the party who receives the Information (the “Receiving Party”), the Receiving Party hereby agrees not to disclose, and/or allow disclosure of, all or any portion of the Information or data—or summaries thereof—of whatever kind and in whatever form, whether written or oral, provided to them in connection with the Opportunity; provided that the Receiving Party may disclose the Information to its directors, officers, employees, agents, and representatives (collectively, “Representatives”) who need to know such information, and the Receiving Party will be responsible for any breach of this Agreement by any of its Representatives. The Receiving Party agrees to use the Information solely for the purpose of evaluating the Opportunity and provision of services related thereto. The Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Information of the Disclosing Party. Upon the request of the Disclosing Party, the Receiving Party will return or destroy all records, documents and memoranda furnished to the Receiving Party, provided that the Receiving Party may retain one copy (and any automatically generated back-up electronic copies) of such Information solely for the purposes of and, for so long as required by, any law, court or regulatory agency or authority or stock exchange or its internal compliance and diligence procedures and policies.

The Receiving Party shall notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of the Disclosing Party’s Information, or any other breach of this Agreement by the Receiving Party or its employees, interns, agents, independent contractors or consultants.

Nothing contained in this agreement prohibits disclosure or use by the Receiving Party of Information (i) that is or becomes generally available to the public other than as a result of a breach by the Receiving Party of this agreement, (ii) that becomes available to the Receiving Party on a non-confidential basis from a third-party who is not known by the Receiving Party to be bound by a confidentiality agreement and is of such a nature that there is no reason to believe that it is or may be confidential, (iii) was already in the possession of the Receiving Party before the date of this agreement or (iv) was developed independently by the Receiving Party without the use of the Information.

If the Receiving Party is required, by law, rule, regulation, oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or other legal or judicial process, or regulatory agency or stock exchange rule (collectively, “Law”), to disclose any of the Information or related discussions, the Receiving Party will give the Disclosing Party prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy, and the Receiving Party will cooperate with the Disclosing Party in that effort to the extent commercially reasonable and at the Disclosing Party’s sole expense. If such protective order or other remedy is not obtained, the Receiving Party will furnish only that portion of the Information or related discussions that it is advised by its counsel is required to be furnished, and the Receiving Party will request that the party

to whom the Information is furnished agree in writing that the Information or related discussions will be kept confidential.

In the event of breach or threatened breach of any portion of this agreement by the Receiving Party, the Receiving Party agrees that the remedy at law for such breach shall be inadequate and that, in addition to and not to the exclusion of any other rights and remedies at law or in equity, the Disclosing Party shall be entitled to seek temporary and/or permanent injunctive relief restraining the Receiving Party from any activities that might result in or continue a breach of this agreement and to a decree for specific performance of the provisions of this agreement, without being required to show actual damage or irreparable harm.

Neither Party has made or is making any representation or warranty as to the accuracy or completeness of the Information. It is agreed that neither party shall have any liability to the other party, or any of its representatives resulting from the use of the Information or for any errors, omissions and misstatements contained in the Information or for any other information or any opinions expressed by or on behalf of such party (or their respective representatives and advisors) except in case of gross negligence or willful misconduct by such party.

Nothing contained in this agreement shall be construed as granting or conferring rights by license or otherwise in any Information.

This agreement constitutes the entire agreement between the parties as to the subject matter hereof, no representations having been made by either of the parties except as are specifically set forth herein. No rights or obligations, other than those expressly recited herein, are to be implied from this agreement.

Any amendment to this agreement must be in writing and agreed and accepted by the Disclosing Party and the Receiving Party.

If any of the provisions of this agreement, or any part hereof, is construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or provisions, which shall be given full effect.

The rights of the Parties under this agreement shall inure to the benefit of, and shall be binding upon, their successor and assigns. This agreement is for the benefit of the Parties and is not intended to confer rights upon any other person.

This agreement shall terminate on the date 24 months after the date hereof.

This agreement may be signed in two or more counterparts, each of which will be an original and all of which, when taken together, will constitute one agreement. This agreement may be signed by any party by the delivery by email or facsimile of a copy of the signature page hereof duly signed by such party. Any copy of this agreement so signed by email or facsimile will be deemed to be an originally signed copy of this agreement.

All differences or disputes arising out of or related to this Agreement, including those related to its validity, interpretation, performance or termination, shall be governed by the laws of the State of New York, excluding its principles of conflict or choice of law which may result in the application of the laws of another jurisdiction. Any litigation regarding the interpretation, breach or enforcement of this

Agreement will be filed in, and heard by, the state or Federal courts with jurisdiction to hear such disputes in New York, New York and both parties hereby submit to the exclusive jurisdiction of such courts. The parties hereby consent to the personal jurisdiction of the United States District Court for the Southern District of New York.

Kindly acknowledge your agreement to the terms of this agreement by e-signing your agreement below.