

Catalyst Corporate Agent Loan Participation Program Confidentiality Agreement and Indication of Interest Form

The terms "you" and "your" used herein mean the person identified below and (where the context admits) the Credit Union.

You represent and warrant to Catalyst Corporate Federal Credit Union ("Catalyst Corporate") that you have full authority from your Credit Union Board of Directors to utilize all secure Loan Participation functions on behalf of the Credit Union, to review Due Diligence and to irrevocably bind the Credit Union to these Terms and Conditions of Use and to the terms of any Purchase Offers that you make through this function, when and if such Offer is received by Catalyst Corporate. You agree to promptly provide Catalyst Corporate with documentary evidence of such authority upon Catalyst Corporate's request.

You acknowledge and agree that the Due Diligence information provided for any Offering shall be deemed and is Confidential Information. Your act of opening and examining any such file, or providing it to another person to so open, constitutes you and your Credit Union's agreement to preserve the information in confidence with the same degree of care that you use to protect the personal information of your Credit Union's members, and not to use the same or disclose the same to any third party except solely for the purpose of determining whether you wish to buy a participation interest. You further agree that you may disclose the Confidential information only to your Credit Union's own officers, employees, and advisors on a need-to-know basis for the purposes of such evaluation, provided that such persons agree to comply with and be bound by the terms of this agreement. Further, you agree that all obligations hereunder shall survive any termination of your evaluation. In the event you determine to make no purchase, upon the request of Catalyst Corporate FCU, you agree to promptly return or destroy all documentation and other materials containing any Confidential Information. The choice to either return or destroy such materials shall be at your sole discretion. Upon the request of Catalyst Corporate, you agree to provide a certification signed by an officer that all such materials have been returned to Catalyst Corporate or have been destroyed.

The Parties acknowledge and agree that confidential data and information relating to membership and consumers, as well as marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into the other Party's possession in connection with this Agreement. The Parties understand that they are subject to a number of federal and state laws regarding the privacy of membership and consumer information. The Parties agree to maintain the confidentiality of and safe keep and protect Confidential Information in accordance with all relevant state and federal laws, regulations, rules and guidelines, including but not limited to, the California Financial Information Privacy Act, the Gramm-Leach-Bliley Act of 1999, the Fair Credit Reporting Act, all applicable regulations related thereto and the requirements imposed upon service providers (which shall include without limitation all officers, agents, successors, assigns, subcontractors and subservicers) pursuant to the National Credit Union Administration Guidelines For Safekeeping of Member Information (12 CFR 748).



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The Parties on behalf of their officers, employees, agents and successors and assigns, understand and agree that any and all such Confidential Information shall be held in strict confidence, and agree to utilize best industry practices to secure and protect Confidential Information, and agree that it will not use such Confidential Information to its commercial advantage or in any other manner except in the performance of this Agreement. Nothing herein, however, shall prevent a Participant from disclosing such information to a prospective Buyer for the sole purpose of assisting in its decision to buy an interest in a loan or loans, provided such prospective Buyer shall have first agreed to this Confidentiality provision and the return of all information provided in the event that the purchase of loan(s) is not consummated.

INDICATION OF INTEREST

If you are interested in reviewing the due diligence for a loan participation offering, please fill out the requested information below and select Submit.

I have read and agree to the above Confidentiality Agreement

(Click the box above and then tab through the form fields.)

Name:

Title:

Credit Union:

Phone Number:

E-Mail Address:

Credit Union Address:

RT Number:

Loan Participation Number:

Purchase Amount Indication:

The amount entered for the Purchase Amount Indication is for information purposes only to help manage the loan participation. You are not bound by this amount. Following your due diligence review you may submit a Purchase Commitment which is a firm commitment from you to purchase the loan participation and includes the amount you will purchase.

PLEASE PRINT A COPY OF THIS FORM FOR YOUR RECORDS