

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “Agreement”) is entered into by _____ (“Recipient”) for the benefit of Cooperative Business Services, LLC (“CBS”). In connection with the evaluation and discussion of a potential business relationship (the “Purpose”), Recipient may receive proprietary, non-public information about CBS. In consideration of the receipt of such information, Recipient agrees as follows:

1. **Confidential Information.** “Confidential Information” means all underwriting analysis, due diligence packet/information, and any proposed agreements (including the Master Agreement) disclosed by CBS to Recipient, its agents or employees (collectively, “Recipient”). “Confidential Information” also means nonpublic information relating to CBS or disclosed by CBS to Recipient that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

2. **Exclusions.** Confidential Information excludes information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to Recipient at the time of its receipt from CBS, (iii) is disclosed to Recipient from any third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by Recipient without reference to any Confidential Information.

3. **Use of Confidential Information.** Recipient may use Confidential Information only in pursuance of the Purpose. Except as provided in this Agreement, Recipient will not disclose Confidential Information to anyone, without the prior written consent of CBS. Recipient will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.

4. **Recipient Personnel.** Recipient will restrict the possession, knowledge and use of Confidential Information to its employees and subcontractors who (i) has a need to know the Confidential Information, and (ii) is legally obligated to protect the Confidential Information to the same or greater degree as required under this Agreement. Recipient will ensure that its employees and subcontractors comply with this Agreement.

5. **Disclosures to Governmental Entities.** Recipient may disclose Confidential Information as required to comply with governmental rules and regulations and orders of governmental entities with jurisdiction over it, if Recipient (i) gives CBS prior written notice sufficient to allow CBS to seek a protective order or other remedy (except to the extent that Recipient’s compliance would cause it to violate an order of the governmental entity or other legal requirement), (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

6. **Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of CBS. Disclosure of Confidential Information to Recipient will not constitute an express or implied grant to Recipient of any rights to or under CBS’s copyrights, trade secrets, trademarks or other intellectual property rights.

7. **Notice of Unauthorized Use.** Recipient will notify CBS immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Recipient will cooperate with CBS to prevent its further unauthorized use and disclosure.

8. **Return of Confidential Information.** Recipient will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following CBS’s written request, except that, Recipient may retain copies of Confidential Information for ordinary and customary business and regulatory purposes. In addition, Recipient shall not be obligated to erase Confidential Information contained in an archived computer system backup made in accordance with its security and/or disaster recovery procedures, provided that such archived copy will (i) eventually be erased or destroyed in the ordinary course of Recipient’s data processing procedures and (ii) will remain fully subject to the obligations of confidentiality stated herein.

9. **Injunctive Relief.** Recipient acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to CBS as to which monetary damages may be difficult to ascertain or an inadequate remedy. Recipient agrees that CBS will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

10. **Scope.** This Agreement covers Confidential Information received by Recipient prior and subsequent to the date hereof. This Agreement is effective as of the date Confidential Information is first received and will survive indefinitely and the

confidentiality obligations of this Agreement will continue to apply to the Confidential Information for as long as the information continues to constitute a trade secret or does not otherwise fall within an exclusion described in Section 2.

11. Miscellaneous. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended, modified, or waived only with the mutual written consent of the parties. Recipient may not assign this Agreement without CBS's written consent. If a provision of this Agreement is held invalid under applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect. This Agreement will be governed by internal laws of the State of Ohio, without reference to its choice of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts in Hamilton County, Ohio, and each of the parties hereto consents to the personal jurisdiction of, and venue in, those courts. All notices hereunder will be in writing and will be sent by overnight courier or certified mail.

Recipient's Name: _____

By (signature): _____

Printed Name: _____

Title: _____

Date Signed: _____