

Request Access to Offer - Deal Materials

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (the "**Agreement**") is effective as of today, between you, the individual accessing the Confidential Information, and any legal entity on behalf of which you are acting ("**You**", "**you**", or "**Receiving Party**") and Manhattan ST Notes, LLC, ("**Manhattan**"), a Delaware limited liability company and any additional Underwriters listed on the offers - deal page ("**Disclosing Party**").

The parties agree as follows:

1. "**Confidential Information**" is defined as any information, whether written or verbal, which is disclosed to or observed by Receiving Party relating to Disclosing Party or its affiliates, any special purpose vehicles formed or sponsored by Disclosing Party or its affiliates, or any other companies whose securities or instruments are acquired by or pledged to such special purpose vehicles, including information that is marked as being confidential or proprietary, or is reasonably identifiable as confidential, proprietary information of Disclosing Party. Confidential Information includes but is not limited to, private placement memoranda and supplements thereto, multi-tier capital protection platform memoranda and supplements thereto, insurance bonds and or policies, surety bonds and or guarantees, business plans and products, forecasts, legal documentation, inventions (whether or not patentable), trade secrets, financial information, financial statements, strategic plan summaries, customer lists, employee data, data content, processes, know-how, projections or analysis, software, hardware, product, or system designs, specifications, documentation, code, programs, structure, or protocols. Confidential Information will also be deemed to include all notes, analyses, compilations, studies, interpretations, or other documents, prepared by Receiving Party which contain, reflect, or are based upon, in whole or part, the Confidential Information.
2. Unless expressly authorized in writing by Disclosing Party, Receiving Party agrees to retain the Confidential Information in confidence and shall not copy or disclose the Confidential Information to any third party or use the Confidential Information for any purpose other than the evaluation of a potential business transaction with Disclosing Party (the "**Purpose**"). Receiving Party agrees to limit its disclosure of Disclosing Party's Confidential Information to as few persons as possible and only to those persons with a need to know that are (a) its employees, directors, officers, attorneys, accountants, or independent contractors, and (b) its contracted clients for the sole purpose of furthering the Purpose of this Agreement, all who are bound by confidentiality obligations that are similar to, and in no case, less restrictive than, those which protect the Confidential Information hereunder. In connection with this Agreement and Receiving Party's due diligence of Disclosing Party, it may be provided the opportunity to grant access to select individuals only in their capacity as authorized persons of Receiving Party and not in their individual capacity. Receiving Party and such individuals acknowledge and agree that such access is being provided solely with respect to the Purpose and by providing such access, Disclosing Party is not making any offer of its securities. The standard of care to be employed by Receiving Party with respect to the protection of Disclosing Party's Confidential Information shall be the same degree of care such party exercises with its own Confidential Information and in no event less than a reasonable degree of care.

3. Confidential Information shall not include any information which:
 - a) was known to Receiving Party prior to the disclosure hereunder;
 - b) was received from a third party not under an obligation of confidence to Disclosing Party;
 - c) is in the public domain at the time of disclosure hereunder or subsequently enters the public domain without the fault of Receiving Party; or
 - d) was independently developed by Receiving Party without any use of the Confidential Information.

4. In the event that Receiving Party is requested or required to disclose any Confidential Information pursuant to a judicial, regulatory or other governmental proceeding, Receiving Party shall be permitted to disclose Confidential Information to such judicial, regulatory or governmental body (a "Permitted Disclosure"); provided that, to the extent legally permissible, Receiving Party provides notice of such request to Disclosing Party before making the disclosure so that Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If Disclosing Party elects to seek a protective order or otherwise challenge the disclosure request, Receiving Party shall reasonably cooperate with Disclosing Party in obtaining such an order or other remedy. In the event that such protective order or other remedy is not obtained or that Disclosing Party waives compliance with the provisions hereof, Receiving Party will use commercially reasonable efforts to disclose only that portion of the Confidential Information which its legal counsel (which may be internal counsel) advises is legally required or requested to be disclosed, provided, however, that Receiving Party shall use its reasonable efforts to obtain reasonable assurances that confidential treatment will be accorded to such disclosed Confidential Information. Notwithstanding anything to the contrary herein, Receiving Party need not provide notice in connection with disclosure of Confidential Information if disclosed to governmental or regulatory authorities (including bank examiners and self-regulatory organizations) and internal or external auditors, in each case upon their request therefor, pursuant to a regulatory review of Receiving Party that is not specifically related to Disclosing Party or the Confidential Information.

5. Receiving Party understands and acknowledges that Disclosing Party does not make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. Disclosing Party assumes no obligation to update or correct any Confidential Information. Disclosing Party shall not have any liability on any basis (including, without limitation, in contract, tort, under federal or state securities law or otherwise) with respect to or arising out of this Agreement.

6. Upon the request of Disclosing Party, Receiving Party shall promptly destroy or return to Disclosing Party all Confidential Information and all supporting documentation provided to Receiving Party; provided that Receiving Party may retain a copy of Confidential Information if required by law or in accordance with its bona-fide internal regulatory compliance policies; provided further, that any information allowed to be retained by Receiving Party pursuant to this paragraph shall be retained by Receiving Party in confidence and shall remain subject to the terms of this Agreement.

7. Receiving Party acknowledges that Disclosing Party may be irreparably harmed if its obligations hereunder are not specifically enforced, and that Disclosing Party would not have an adequate remedy at law in the event of an actual or threatened violation by Receiving Party of its obligations hereunder.

Therefore, Receiving Party agrees and consents that Disclosing Party shall be entitled to seek an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by Receiving Party of this Agreement, without the posting of any bond, and such other relief as may be available at law or equity, including the right to recover all losses or damages suffered by Disclosing Party resulting from any such breach or threatened breach.

8. This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware. Receiving Party agrees to submit to the exclusive jurisdiction of the federal and state courts sitting in the State of Delaware for all such purposes and waives any claims Receiving Party may have that jurisdiction is not proper or such venue is not convenient.
9. Neither the execution nor delivery of this Agreement nor the furnishing of Confidential Information will obligate either party to enter into any further agreement or negotiation with the other party. Furthermore, this Agreement shall not be construed or deemed to have established any joint venture or partnership or to have created the relationship of principal and agent or of employer and employee between the parties hereto.
10. During the term of this Agreement, each party hereto agrees (a) not to circumvent, avoid, bypass or obviate the other party in any manner, directly or indirectly involving the clients of Disclosing Party and the Confidential Information disclosed pursuant to this Agreement, for any purposes other than the evaluation of the Purpose of this Agreement and the execution thereof, and (b) attempt to execute any transaction or business with contacts or parties obtained from each other, for any purposes other than the evaluation of the Purpose of this Agreement and the execution thereof, in each case without the other party's consent. In the event that Receiving Party already has a pre-existing working relationship or has previously made contact with any contacts or parties obtained from each other prior to the execution of this Agreement via other means, such working relationship and/ or contacts and parties are not subject to the restrictions, terms and conditions set forth within this clause. Receiving Party represents that it is knowledgeable and sophisticated as to business matters, including the subject matter of this Agreement, and that it has carefully read this Agreement and understands its terms.
11. This Agreement expresses the entire agreement between the parties hereto regarding the disclosure and use of Confidential Information, and supersedes any prior, contemporaneous, or subsequent statements, representations, warranties, understandings, or inducements of any kind, whether oral or written. This Agreement may not be modified, amended, supplemented, or waived except by a writing duly signed by the authorized officers of the parties hereto, and such writing must refer specifically to this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect any remaining provisions. Each party to this Agreement understands and agrees that no failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power, or privilege hereunder. None of the rights, interests, or obligations created by this Agreement may be assigned, transferred, or delegated in whole or in part except upon the prior express written consent of the non-assigning party. This Agreement may be executed in one or more counterparts (including by facsimile or portable document format via electronic mail), each of which

will be deemed an original, but all of which together will constitute one and the same instrument. Each party represents that it has the full power and authority to enter into this Agreement and to convey the rights herein conveyed. Each party further represents that it has not entered into nor will it enter into any agreements that would conflict with its obligations hereunder or would render it incapable of satisfactorily performing hereunder.

This Agreement is effective on the date first executed by the Receiving Party and will remain in effect for a period of two (2) years thereafter.

By clicking the “**Continue**” button, the Receiving Party causes this Agreement to be executed by their duly authorized representatives.

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. BY CLICKING THE “CONTINUE” BUTTON, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT AND DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT CLICK THE “CONTINUE” BUTTON. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE CONFIDENTIAL INFORMATION.

I have read and agree to the terms and conditions for access to the offer - deal materials

RECIPIENT:

By: _____

Name: _____