

SharperLending Solutions, LLC

Addendum for Access to CreditXpert Platform

This Addendum is entered into between SharperLending Solutions, LLC, located at 1410 N. Mullan Road, Suite 110 Spokane, Washington 99206 (“SharperLending Solutions”) and _____ located at _____ (“Client”) and is intended to be made part of and supplement the SharperLending Solutions Transaction Fee Agreement (the “Agreement”). This Addendum is made effective as of the date of the last signature below (the “Addendum Effective Date”).

Now, in exchange for the mutual covenants and promises contained herein, the receipt and adequacy of such consideration is hereby acknowledged by the parties, the parties hereby agree to modify the Agreement as set forth below.

1. **Access to Cloud Platform.** SharperLending Solutions will provide access to the CreditXpert Platform (the “CX Platform”). The CX Platform allows Client’s end users to use CreditXpert services through the CX Platform by retrieving the underlying raw credit data (the “Data”) directly from Client which is facilitated by SharperLending Solutions’ integration with this CX Platform.
2. **CreditXpert Services.** Client agrees that SharperLending Solutions has no authority to provide or contract for the CreditXpert services (the “Services”) directly on behalf of Client or its end users. In providing access to the Services, SharperLending Solutions is acting as an express third-party agent of Client and as such agrees to comply with all applicable regulation, interagency and industry requirements placed on third-party agents Client’s end users are required to enter in and maintain a valid agreement for Services directly with CreditXpert.
3. **Client Representations / Authorizations.** Client hereby represents to SharperLending Solutions that Client’s end user has the requisite authority under Applicable Laws to use the Data. Client’s end user hereby authorizes SharperLending Solutions to send the Data to CreditXpert for CreditXpert to perform the Services for Client’s end user. SharperLending Solutions is authorized by Client to send the Data when CreditXpert provides matching logic to a file in Client’s portfolio.
4. **Compliance with Policies.** Client agrees to comply with all applicable policies, terms of service and acceptable use policies of CX Platform as provided by CreditXpert.
5. **Confidentiality.** Client agrees to maintain the confidentiality of any access credentials, API keys or other information provided by SharperLending Solutions or CreditXpert for the purpose of accessing the CX Platform. Client shall not disclose, transfer, or otherwise make available such information to any third party without the prior written consent of SharperLending Solutions.
6. **Data Security.** Both parties agree to comply with all federal, state and local statutes, regulations and rules applicable to and without limitation, the Gramm Leach Bliley Act and its implementing regulations, any state or local laws governing the disclosure of consumer credit information, the Federal Trade Commission’s Safeguard Rules, and any regulations, policies, procedures, or limitations promulgated by the national credit repositories, congress or the

Consumer Financial Protection Bureau (CFPB). Both parties shall implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safe-guards that are appropriate to the their size and complexity, the nature and scope of their activities, and the sensitivity of the Information shared; and that such safeguards shall include the elements set forth in Federal Trade Commission Statute 16 C.F.R. § 314.4 and shall be reasonably designed to (a) insure the security and confidentiality of the Information, (b) protect against any anticipated threats or hazards to the security or integrity of such Information, and (c) protect against unauthorized access to or use of such Information that could result in substantial harm or inconvenience to any consumer.

In the event either party has a breach of security involving consumer reporting data applicable to this addendum, where it is reasonably believed that an unauthorized person has acquired such data, the breaching party shall be required to report to the other party within 24 hours of the discovery. A breach would include, but is not limited to:

1. Loss or theft of computers, hardware, software, or other devices that contain or are used to access confidential consumer credit information.
2. Loss, theft or unauthorized access to any hard copy or electronic copies of identifying confidential consumer credit information.
3. Unauthorized access to End User networks or systems either by persons or via virus, spyware, trojan horse, or other types of electronic intrusion

7. **Waiver / Limitation of Liability**. Client agrees that it shall not bring any action or claim, and hereby irrevocably waives and releases SharperLending Solutions together with its affiliates and subsidiaries, except for willful or negligent noncompliance with regulatory or industry data security controls from any and all injury, damage, or liability directly or indirectly related to, or associated with CreditXpert's use of the Data and the Services provided by CreditXpert. Notwithstanding the foregoing, if liability is imposed on SharperLending Solutions, then Client agrees that SharperLending Solutions' total liability to Client and exclusive remedy for any of Client's losses or injuries related to or arising from this Addendum, regardless of the nature of the legal or equitable right claimed to have been violated, except for willful or negligent noncompliance with regulatory or industry data security controls, shall be limited to direct money damages not to exceed the fees paid during the three (3) months prior to the event or circumstances giving rise to such claim. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SHARPERLENDING SOLUTIONS, OR ITS AFFILIATES AND SUBSIDIARIES, BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR REVENUE, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EXCEPT FOR WILLFUL OR NEGLIGENT NONCOMPLIANCE WITH REGULATORY OR INDUSTRY DATA SECURITY CONTROLS, AND WHETHER OR NOT CLIENT IS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.
8. **Fees**. SharperLending Solutions will pay Client a per unique unit ("Unit") transactional fee based on a unique credit pull defined as unique data per national consumer reporting agency ("Bureau") per borrower per lender that is not duplicated in another credit pull. The fee is based on the number of unique Units sent to and processed (as a usable and error free file) by the CreditXpert Platform on behalf of an active or registered user. The transaction fee paid per Data feed

will vary depending on whether the registered user or active user operates under the "Retail Model" or the "Wholesale Model". Retail Model means that the registered user and active user directly requests a Data Feed for its own use through its authorized employees or independent contractors. Wholesale Model means that an agent (i.e. a broker) of the Registered User and Active User must request a Data Fee on behalf of the Registered and Active User. A billable event occurs when Client sends a unique Unit to the CreditXpert Platform an active or registered user and will be billed monthly in arrears per the terms of the Agreement:

- a. Retail Model = \$0.10 per Unit
- b. Wholesale Model = \$0.15 per Unit

9. **Entire Agreement/Order of Preference.** This Addendum, and the Agreement, including all documents referred to therein, constitutes the entire agreement of the parties on the subject matter hereof and supersedes all prior representations, understandings, and agreements between the parties with respect to such subject matter. In the event there is inconsistencies or conflict between this Addendum and the Agreement, the terms of this Addendum shall control to the extent of such conflict.

The party signing below has the full power and authority to enter into and perform this Agreement. The party further acknowledges that it has read this Agreement and agrees to be bound by it.

Client: _____

SharperLending Solutions, LLC

Signed By: _____

Signed By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____