NATIONVEST, LLC

Mutual Nondisclosure Agreement

Template for use with banks, credit unions, servicers and their advisors

This Mutual Nondisclosure Agreement (the “Agreement”) is entered into as of _____________, 20__ (the “Effective Date”) between **NationVest, LLC**, a New Jersey limited liability company with its principal office in Voorhees, New Jersey (“NationVest”), and ________________________________, a ______________________ with offices at _____________________________ (the “Institution”). NationVest and the Institution are each a “Party” and together the “Parties.”

1. Purpose

The Parties wish to exchange information to evaluate and, if agreed, carry out collateral intelligence, valuation support, resolution analysis or disposition-related services concerning one or more real estate credits or properties (the “Purpose”). Any services will be governed by a separate written scope letter or agreement.

2. Confidential Information

“Confidential Information” means all non-public information disclosed by one Party (the “Discloser”) to the other (the “Recipient”) in connection with the Purpose, in any form, whether or not marked confidential, including:

- borrower, guarantor and tenant identities, contact information and financial information;
- loan terms, balances, payment history, risk ratings, collateral files, appraisals and internal credit analyses;
- the Institution's strategies, policies, pricing and resolution plans;
- NationVest's methods, templates, pricing and work product; and
- the existence and subject matter of the Parties' discussions.

3. Exclusions

Confidential Information does not include information that the Recipient can show: (a) is or becomes publicly available through no fault of the Recipient; (b) was lawfully known to the Recipient before disclosure without a duty of confidentiality; (c) is lawfully received from a third party without a duty of confidentiality; or (d) is independently developed without use of the Discloser's Confidential Information. Information that is of public record (for example, recorded deeds, tax records or court filings) is not confidential by itself, but the fact that the Institution has an interest in a particular property or credit remains Confidential Information.

4. Obligations of the Recipient

The Recipient will:

- use Confidential Information only for the Purpose;
- disclose it only to its owners, employees and professional advisers who need to know it for the Purpose and who are bound by confidentiality obligations at least as protective as this Agreement, and remain responsible for their compliance;
- protect it with at least the degree of care it uses for its own confidential information, and no less than reasonable care;

- not enter borrower-identifying or confidential loan information into any public or consumer artificial-intelligence tool or service; and
- not disclose Confidential Information to any subcontractor or field colleague without the Discloser's prior written consent.

5. Nonpublic Personal Information

Where Confidential Information includes nonpublic personal information about consumers, NationVest will handle it in compliance with applicable privacy law, including the Gramm-Leach-Bliley Act and its implementing rules, will maintain reasonable administrative, technical and physical safeguards, and will not use or disclose it except as needed for the Purpose. NationVest will notify the Institution without unreasonable delay, and in any event within seventy-two (72) hours of discovery, of any unauthorized access to or disclosure of the Institution's Confidential Information, and will cooperate reasonably in the response.

6. No Borrower Contact

NationVest will not contact any borrower, guarantor, tenant or other obligor identified in the Institution's Confidential Information without the Institution's prior direction.

7. Required Disclosure

If the Recipient is required by law, regulation, subpoena or court order to disclose Confidential Information, it will (where legally permitted) give the Discloser prompt written notice so the Discloser may seek protection, and will disclose only what is legally required. Nothing in this Agreement limits disclosures to a bank regulatory agency with supervisory authority over the Institution.

8. Return or Destruction

On the Discloser's written request, or when the Purpose ends, the Recipient will promptly return or securely destroy the Discloser's Confidential Information and, on request, confirm this in writing. The Recipient may keep copies required by law or its record-retention obligations (including real estate licensing record requirements) and routine electronic backups, which remain subject to this Agreement.

9. Term

This Agreement applies to disclosures made during the two (2) years after the Effective Date. The Recipient's obligations continue for three (3) years after the last disclosure, except that obligations regarding nonpublic personal information continue for as long as the Recipient holds that information.

10. No License, Warranty or Obligation

All Confidential Information remains the property of the Discloser. No license or other right is granted except as stated here. Confidential Information is provided “as is.” Neither Party is obligated to enter into any further agreement or engagement.

11. Remedies

A breach of this Agreement may cause irreparable harm for which money damages are inadequate. The Discloser may seek injunctive relief in addition to any other remedies available at law or in equity.

12. General

The Parties are independent contractors; this Agreement creates no agency, partnership, fiduciary or brokerage relationship. This Agreement is governed by the laws of the State of New Jersey, without regard to conflict-of-laws principles. It is the entire agreement of the Parties on its subject, may be amended only in a signed writing, may not be assigned without the other Party's written consent, and may be signed in counterparts and by electronic signature.

NATIONVEST, LLC

By: ____

Name: ______________________________________

Title: ______________________________________

Date: ______________________________________

INSTITUTION: ________________________________

By: ____

Name: ______________________________________

Title: ______________________________________

Date: ______________________________________