

## ID FUNDS ADVISOR LLC

### CONFIDENTIALITY, WEB PORTAL USE, NON-INTERFERENCE AND NON-SOLICITATION AGREEMENT

This Confidentiality, Web Portal Use, Non-Interference and Non-Circumvention Agreement (this “**Agreement**”) dated as of \_\_\_\_\_, 2020 (the “**Effective Date**”) is entered into, by, and between ID Funds Advisor LLC, a Delaware limited liability company (the “**Company**”) located at 751 Park of Commerce Drive, Suite 128, Boca Raton, Florida 33487, and \_\_\_\_\_ (the “**Counterparty**”) located at the address entered in the Web Portal (defined below) and set forth on the signature page to this Agreement.

1. **Disclosure.** It is intended that one or more of the Company and its affiliates shall disclose to the Counterparty certain confidential and proprietary information of the Company and its affiliates (including without limitation third party information, including information relating to prospective portfolio investments of the Company and its affiliates) in connection with one or more potential investments by the Counterparty in (i) the Company or an affiliate or affiliates of the Company or (ii) one or more investment vehicles managed by the Company and its affiliates, or as to which the Company or its affiliate serves as a broker-dealer, ((i) and (ii), together with any entity that acts as investment advisor, limited liability company manager, general partner, officer or broker-dealer for any entity described in (i) and (ii), the “**ID Funds Vehicles**”, and such potential investment(s), the “**Purpose**”). The Counterparty is responsible for any breach of this Agreement by any of its affiliates and subsidiaries and their respective officers, directors, managers, members, employees, attorneys, accountants, consultants, agents and representatives (collectively “**Representatives**”).

2. **Information Covered.** This Agreement shall apply to all information disclosed by the Company or its affiliates to the Counterparty or any affiliate thereof (including without limitation third party information, including information relating to prospective portfolio investments of the Company and its affiliates), whether furnished before or after the date hereof, whether by written, oral, electronic, digital or magnetic means, and whether or not expressly marked or stamped “Confidential”, including, without limitation: (i) term sheets, offering materials, information regarding investment opportunities, property, business, financial, accounting, and marketing information, analyses, forecasts, predictions or projections, technical information, software, demonstration programs, routines, algorithms, computer systems, techniques, documentation, designs, procedures, processes, formulas, inventions, specifications, improvements, concepts, records, files, memoranda, reports, drawings, plans, price lists, customer and supplier information or other account information, trade secrets, know-how, other intellectual property and any information derived from such Proprietary Information, which for the sake of clarity also includes any of the foregoing with respect to the Company; (ii) the identity of investors, partners, property owners or project sponsors, vendors, providers and suppliers of any and all services or products; (iii) the existence and terms of this Agreement, and the fact and substance of all discussions or correspondence relating to this Agreement, including the identification by name or identifiable description of the parties; (iv) any negotiations, discussions or correspondence between the Company and the Counterparty in connection with this Agreement or any other agreement, understanding or business arrangement, including the existence of such negotiations, discussions or correspondence; and (v) any negotiations,

discussions or correspondence between the Company or any other ID Funds Vehicle, on one hand, and any third party (including any prospective portfolio investment by such ID Funds Vehicle) on the other, in connection with a potential investment by such ID Funds Vehicle, or any other agreement, understanding or business arrangement, including the existence of such negotiations, discussions or correspondence (collectively, the “**Proprietary Information**”). Notwithstanding the foregoing, the Company acknowledges and agrees that this Agreement shall not apply to Proprietary Information that meets any of the following criteria: (x) it is or (through no breach of this Agreement by the Counterparty or its Representatives) becomes generally known to the public; (y) it was in its possession or known by the Counterparty prior to receipt from the Company; or (z) it was disclosed to the Counterparty by a third party not bound by a duty of confidentiality to the Company, or who is not otherwise prohibited from transmitting the information to the Counterparty.

3. **The Counterparty’s Obligations.** The Counterparty agrees: (i) to hold the Company’s Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, precautions no less stringent than those employed by the Counterparty with respect to its own confidential information); (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person (including without limitation any limited partner or other equityholder of the Counterparty) except for the Counterparty’s Representatives, and then, subject to the terms of this Section 3; (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate the Proprietary Information internally and directly in connection with the Purpose; and (iv) not reverse engineer any such Proprietary Information or, except as strictly permitted herein, copy the same. The Counterparty may make disclosures of Proprietary Information required by court order; provided that the Counterparty shall (if lawful) notify the Company of such court order and reasonably cooperate with the Company, at no cost to the Counterparty, to use all commercially reasonable efforts to limit disclosure of the Proprietary Information and to obtain confidential treatment of such or a protective order. Any Representative to whom the Counterparty gives access to any Proprietary Information must have a legitimate “need to know” of such Proprietary Information and shall be bound in writing to maintain the confidentiality of, and not to use, the Company’s Proprietary Information under terms and conditions no less stringent than those set forth in this Agreement.

4. **Return or Destruction of Proprietary Information.** Promptly (but no more than five (5) business days) after a written request by the Company, the Counterparty will (i) turn over to the Company or (ii) destroy all Proprietary Information of the Company within the Counterparty’s possession and certify in writing the same to the Company. However, the Counterparty and those of its Representatives that are accounting firms or regulated financial institutions may retain copies as required pursuant to its retention policies and/or required by law.

5. **No Required Transaction, License, Warranties or Costs.** The parties agree and acknowledge that nothing herein (i) requires the parties to proceed with any proposed transaction or relationship in connection with which Proprietary Information may be disclosed, or (ii) grants to Counterparty any title, interest, right or license to use any of the Proprietary Information disclosed hereunder (except as specifically provided herein), as well as any trade secrets, copyrights, inventions, patents or other intellectual property rights of the Company. It is

agreed that unless and until a definitive written agreement has been executed and delivered by the parties, the Company shall not owe any legal or other obligation of any kind to the Counterparty except as specifically provided herein, and the Company may cease discussions regarding the Purpose at any time; *provided*, that the cessation of such discussions shall not affect the Counterparty's obligations hereunder. The Company makes no representation or warranty, express or implied, as to the accuracy, completeness, nor any other quality of the Proprietary Information, and expressly disclaims any and all responsibility and liability for all conclusions derived from the Proprietary Information. Each party expressly agrees that money expended or expenses or losses incurred by it in preparation for, or as a result of, this Agreement or the parties' meetings or communications shall be borne solely by it without reimbursement of any kind from the other party.

6. **Confidentiality Period.** This Agreement and the parties' obligations hereunder shall continue in effect until the earlier of (i) the fifth anniversary of the Effective Date and (ii) termination of this Agreement by written notice from the Company to the Counterparty.

7. **Acknowledgements Regarding Use of Web Platform.** The Company operates a web platform (the "**Web Portal**") for investors to get information and sign subscription documents with respect to transactions involving one or more ID Funds Vehicles. The Counterparty agrees to comply with the terms and conditions applicable to the Web Portal (the "**T&C**"), and the Company's privacy policy (the "**Privacy Policy**"), each of which is accessible via the Web Portal and is hereby incorporated into this Agreement (together with any amendments, modifications, revisions or supplements thereto) in full. The Counterparty agrees and understands that it is responsible for maintaining the confidentiality of its user credentials for access to the Web Portal and further that it shall be liable for any damages suffered by any ID Funds Vehicle as a result of the unauthorized use of such credentials by a person other than the Counterparty or its Representative. Although the Counterparty may access data, information, or content relating to investment opportunities via the Web Portal, the Counterparty shall not construe any such data, information or content as tax, legal, financial, or investment advice. NONE OF THE COMPANY, THE OTHER ID FUNDS VEHICLES OR ANY OF THEIR RESPECTIVE AFFILIATES SHALL IN ANY EVENT BE RESPONSIBLE OR LIABLE TO COUNTERPARTY OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM THE COUNTERPARTY'S ACCESS TO, OR USE OF, THE WEB PORTAL.

The Counterparty is responsible for entering accurate and complete information into the Web Portal, and the Counterparty hereby acknowledges that the Company and its affiliates will rely on such information for, among other purposes, ensuring its and their compliance with applicable law and regulation. The Counterparty hereby confirms and represents that the information entered into the Company's web portal relating to the Counterparty is accurate and complete, and that in the event there is a material change to any information provided by the Counterparty via the Web Portal, the Counterparty will promptly inform the Company and provide updated information in such manner as the Company shall reasonably request.

THE WEB PORTAL IS PROVIDED “AS IS” AND “AS AVAILABLE” AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. COUNTERPARTY’S USE OF THE WEB PORTAL IS SOLELY AT ITS OWN RISK.

8. **Non-Interference; Non-Circumvention.** (a) The Counterparty agrees not take any action that would reasonably be expected to result in any current or prospective investor in any ID Funds Vehicle withdrawing, curtailing, diverting, selling or liquidating any investment or prospective investment in an ID Funds Vehicle. Further, the Counterparty agrees not to communicate or make statements by any means (including social and digital media) to any current or prospective investor in any ID Funds Vehicle, or any portfolio company of an ID Funds Vehicle, for any commercial purpose, other than communications to parties with whom such Counterparty has a preexisting commercial relationship.

(b) The Counterparty shall not, directly or indirectly, except in collaboration with or with the prior express written consent of the Company or its affiliate, (i) enter into any transaction with any party introduced to the Counterparty by the Company or any affiliate thereof (the “**Introduced Party**”) similar to, in competition with, or which otherwise could have the effect of preventing the Company and its affiliates from receiving the full benefit of, any transaction contemplated between an ID Funds Vehicle and such Introduced Party, (ii) solicit the Introduced Party to enter into any such transaction, or (iii) induce, solicit, procure, or otherwise encourage its Representatives or any third party, or respond to any solicitation from any of the same, to enter into any such transaction.

9. **Equitable Relief.** It is understood and agreed that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement by the Counterparty or the Counterparty’s Representatives and that the Company shall be entitled to specific performance, injunctive relief and any other equitable relief as remedies for any such breach or threatened breach, without the need to prove special damages or post a bond or other security in connection with such remedy. Such remedies shall not be deemed to be the exclusive remedies for the breach of this Agreement by the Counterparty or the Counterparty’s Representatives, but shall be in addition to all other remedies available at law or in equity to the Company. Without qualifying any other obligations hereunder, the Counterparty shall promptly notify the Company in writing as soon as practicable after becoming aware of any breach by the Counterparty or the Counterparty’s Representatives of any obligation the Counterparty or its Representatives may have under the terms of this Agreement. The Company reserves the right to assign its rights, powers and privileges under this Agreement (including, without limitation, the right to enforce the terms of this Agreement) to any successor of the Company or its business without the Counterparty’s consent.

10. **Choice of Law; Venue.** This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Florida, without regard to its principles of conflicts of laws, and the Company and the Counterparty consent to the exclusive jurisdiction of the state courts and U.S. federal courts located in the County of New York for any dispute arising out of this Agreement.

11. **Miscellaneous.** This Agreement contains the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representations with respect to the subject matter hereof. For the avoidance of doubt, the inclusion of confidentiality obligations in any other document binding on the Counterparty or its affiliate in connection with the Purpose, including without limitation any subscription document or offering document, shall be in addition to, and shall not supersede, modify or terminate any of, the Counterparty's obligations set forth herein. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included. This Agreement may not be modified, nor may any obligations or breaches hereof waived, except by explicit written instrument signed by the parties. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder. Each of the ID Funds Vehicles, their respective advisors, managers and officers, and their respective affiliates, transferees, successors and assigns is intended to be a third party beneficiary of this Agreement and shall be entitled to enforce each and every term hereof as if a party hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in counterparts, each of which shall be an original, and all of which together shall be a single instrument. This Agreement may be executed by a party's signature transmitted by fax or email. This Agreement shall not be construed as if it had been prepared by one of the parties. Time is strictly of the essence. References in this Agreement to a "party" are a reference to one of the parties who are named in the caption to this Agreement. Section and other headings are for convenience only and shall not be used to interpret any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereby have caused this Confidentiality, Web Portal Use, Non-Interference and Non-Circumvention Agreement to be executed as an agreement under seal as of the Effective Date.

<b>ID FUNDS ADVISOR LLC</b>	<b>COUNTERPARTY</b>
By: <u>          Dermot Bolger          </u> Name: Dermot J. Bolger Its:     Manager	By: _____ Name: _____ Address: _____ _____ _____