

## **DISCLAIMER, WAIVER, AND CONFIDENTIALITY AGREEMENT**

This Disclaimer, Waiver, and Confidentiality Agreement (this “**Agreement**”) is executed this \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_ (the “**Requesting Party**”), with an address of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and is delivered to, and is for the benefit of, WINTER HARBOR CAPITAL FUND I, LLC (the “**Secured Party**”).

Reference is made to the Sale Procedures for Secured Party Sale (the “**Sale Procedures**”) attached hereto as EXHIBIT “A” (capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Sale Procedures).

As more particularly described in the Sale Procedures, the Secured Party intends to conduct a public auction at the date, time and location set forth in the Sale Procedures, of all right, title and interest of INVESTIFIN, INC. (the “**Debtor**”) in substantially all of its personal property assets of which the Secured Party has been granted a security interest (collectively, the “**Collateral**”), including, without limitation, all of the Debtors’ right, title, and interest in and to the following: goods, inventory, equipment, instruments, documents, accounts, contracts and contract rights, investment property, chattel paper, electronic chattel paper, intellectual property, software, copyrights, trademarks and trademark registrations, patents and patent applications, and general intangibles, pursuant to a secured party’s public auction sale under Article 9 of the Uniform Commercial Code as enacted in the State of New York (the “**Auction**”).

The Requesting Party has expressed its interest to the Secured Party in bidding at the Auction, and in connection therewith, has requested that the Secured Party provide the Requesting Party with certain information relating to the Collateral which will become available to Requesting Party upon the execution and delivery of this Agreement (singly and collectively, the “**Evaluation Materials**”). The Secured Party has agreed to allow the Requesting Party to review copies of the Evaluation Materials at this time, but only upon the terms and conditions expressly set forth herein:

In consideration of permitting the Requesting Party to review copies of the Evaluation Materials, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Requesting Party hereby warrants to, represents to, and agrees with Secured Party as follows:

1. The Evaluation Materials are in the form delivered to the Secured Party, and the Secured Party has not made any independent inquiry as to the content, validity, accuracy, completeness, and/or sufficiency of the Evaluation Materials. The Secured Party makes absolutely **NO REPRESENTATIONS OR WARRANTIES WHATSOEVER** with respect to the Evaluation Materials, the Collateral, or the ownership or title thereto, and/or as to the validity, accuracy, completeness, and/or sufficiency of the Evaluation Materials, whether at the time that the Evaluation Materials were prepared, as of the date hereof, and/or otherwise in connection with the Auction, including, without limitation, as such total exclusion of representations and warranties shall be further described in the Purchase Agreement to be executed at the Auction (and the Bill of Sale required pursuant thereto). No contractual or other relationship exists between the preparers of the

Evaluation Materials and the Requesting Party, or with any other party (including any other “Secured Party Affiliates” as defined below).

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND THE APPLICABILITY OF THE OTHER PROVISIONS OF THIS AGREEMENT, THE REQUESTING PARTY EXPRESSLY AND IRREVOCABLY ACKNOWLEDGES AND AGREES THAT: (I) ALL EVALUATION MATERIALS PROVIDED OR TO BE PROVIDED TO THE REQUESTING PARTY PURSUANT HERETO SHALL BE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT BE RELIED ON BY THE REQUESTING PARTY, OR ANY OTHER PARTY, IN ANY MANNER WHATSOEVER; (II) NEITHER THE SECURED PARTY NOR ANY OF ITS OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, TRUSTEES, AFFILIATES, AUCTIONEERS, AND/OR ANY PREPARERS OF THE EVALUATION MATERIALS (COLLECTIVELY, WITH THE SECURED PARTY, THE “**SECURED PARTY AFFILIATES**”), HAS MADE ANY REPRESENTATION OR WARRANTY WHATSOEVER TO OR FOR THE BENEFIT OF THE REQUESTING PARTY RELATING IN ANY WAY TO THE EVALUATION MATERIALS (OR OTHERWISE), WHETHER EXPRESS, IMPLIED, OR IMPOSED BY LAW, AND NONE OF THE SECURED PARTY AFFILIATES SHALL HAVE ANY LIABILITY OR OTHER OBLIGATION WHATSOEVER TO THE REQUESTING PARTY RELATING IN ANY WAY TO THE EVALUATION MATERIALS, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE VALIDITY, SUFFICIENCY, COMPLETENESS, AND/OR ACCURACY THEREOF; (III) THE REQUESTING PARTY SHALL AT ALL TIMES BE RESPONSIBLE FOR PERFORMING ITS INDEPENDENT DUE DILIGENCE AND ANALYSIS WITH RESPECT TO ALL MATTERS RELATING IN ANY WAY TO THE AUCTION AND/OR THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE EVALUATION MATERIALS AND THE VALIDITY, SUFFICIENCY, COMPLETENESS, AND/OR ACCURACY THEREOF AND/OR WITH RESPECT TO DETERMINING THE LEGAL RIGHTS AND OBLIGATIONS OF ALL APPLICABLE PARTIES THEREUNDER OR OTHERWISE RELATING THERETO; AND (IV) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE REQUESTING PARTY SPECIFICALLY ACKNOWLEDGES THAT THE EVALUATION MATERIALS PROVIDED OR TO BE PROVIDED PURSUANT HERETO: (A) HAVE BEEN COMPILED AND PROVIDED TO THE REQUESTING PARTY FOR INFORMATIONAL AND CONVENIENCE PURPOSES ONLY TO ASSIST THE REQUESTING PARTY IN PERFORMING ITS INDEPENDENT DUE DILIGENCE IN CONNECTION WITH THE AUCTION AND (B) ARE NOT MEANT TO (AND SHALL NOT) CONSTITUTE EITHER: (1) A COMPLETE OR EXHAUSTIVE COMPILATION, LISTING, OR OTHER DETERMINATION BY ANY OF THE SECURED PARTY AFFILIATES WITH RESPECT TO THOSE MATERIALS, ISSUES, DOCUMENTS, PUBLIC AND NON-PUBLIC RECORDS, OR OTHER MATTERS WHICH MAY BE NECESSARY OR DESIRABLE FOR THE REQUESTING PARTY TO OBTAIN, REVIEW, AND CONSIDER INDEPENDENTLY IN PERFORMING ITS DUE DILIGENCE AND/OR IN DETERMINING WHETHER OR NOT TO MAKE A BID AT THE AUCTION IN ACCORDANCE WITH THE SALE PROCEDURES AND/OR (2) ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, BY ANY OF THE SECURED PARTY AFFILIATES RESPECTING THE FOREGOING.

2. As further provided above, the Requesting Party expressly acknowledges and agrees that the Evaluation Materials are provided to the Requesting Party **FOR INFORMATIONAL**

**PURPOSES ONLY** and may not be relied upon by the Requesting Party, or any other party, in any manner whatsoever.

3. The Requesting Party expressly and irrevocably: (i) acknowledges and agrees to the terms and conditions set forth in this Agreement, (ii) **WAIVES** any and all claims against the Secured Party, any of the preparers of the Evaluation Materials, and/or any other Secured Party Affiliates, which the Requesting Party may have now, or which may arise hereafter, in connection with the Evaluation Materials, and (iii) acknowledges and agrees that in no event and under no circumstance shall the Secured Party, any preparers of the Evaluation Materials, and/or any other Secured Party Affiliates have any liability or other obligation whatsoever to the Requesting Party relating in any way to the Evaluation Materials, including, without limitation, with respect to the validity, sufficiency, completeness, and/or accuracy thereof.

4. The Requesting Party further expressly acknowledges and agrees that the contents of the Evaluation Materials are, and shall remain, confidential and may not be shared with, or disclosed to, any other party other than the employees and attorneys of the Requesting Party directly involved in this matter, and then only if such parties agree to be bound by the terms of this Agreement. Moreover, if the Requesting Party is not the successful bidder at the Auction or upon the Secured Party's request, the Requesting Party shall either return all copies of the Evaluation Materials to the Secured Party, or certify to the Secured Party in writing that the Requesting Party has destroyed the Evaluation Materials (including any copies thereof which the Requesting Party has made). In the event that the Requesting Party or any of its representatives, officers, agents, consultants, or advisors (collectively, "**Representatives**") are legally required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any of the Evaluation Materials or confidential information incidental thereto, the Requesting Party shall provide the Secured Party with prompt written notice of any such request or requirement (to the extent allowed so by law) so that the Secured Party may seek a protective order or other appropriate remedy (at the Secured Party's sole cost and expense) and/or waive compliance with the provisions of this Agreement. In the event that a protective order or other remedy is not obtained, or the Secured Party waives compliance with the relevant provisions of this Agreement, the Requesting Party and/or its Representatives shall only furnish that portion of the Evaluation Materials or confidential information incidental thereto to the extent that the Secured Party has waived the relevant provisions of this Agreement, or which the Requesting Party and/or its Representative, in good faith and on the advice of counsel, are legally required to provide. The Requesting Party agrees on behalf of itself and its Representatives to cooperate with the Secured Party to obtain a protective order and otherwise exercise commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to the Evaluation Materials.

5. The Requesting Party acknowledges and agrees that neither it nor any of its Representatives will contact, solicit, or otherwise communicate with the Debtor or any guarantor of the Debtor's obligations to the Secured Party without first obtaining the Secured Party's written consent.

6. Given the sensitive and confidential nature of certain of the Evaluation Materials, the Secured Party may be irreparably damaged by any breach of this Agreement. The Requesting Party agrees that the Secured Party may enforce this Agreement by legal action, including injunctive and

other equitable relief. Further, the Requesting Party shall indemnify each of the Secured Party Affiliates and hold each of them harmless from and against any claims, suits, actions, judgments, loss, cost, expense, and liability of whatever nature which may be threatened, asserted, or brought against, or imposed upon, any of them by virtue of the Requesting Party's failure to comply in any material respect with the terms of this Agreement. The provisions of this paragraph shall survive the Auction and the delivery by the Secured Party of the Bill of Sale required pursuant to the Purchase Agreement to be executed by the buyer at the Auction.

7. The Requesting Party warrants and represents to the Secured Party that this Agreement has been duly authorized, executed, and delivered by such Requesting Party and is in full force and effect as of the date set forth above, and the agreements and obligations of such Requesting Party contained herein constitute the legal, valid, and binding obligations of such Requesting Party, enforceable against it in accordance with their respective terms, except to the extent that the enforcement thereof or the availability of equitable remedies may be limited by applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent transfer, fraudulent conveyance, or similar laws now or hereafter in effect relating to or affecting creditors, rights generally, or by general principles of equity, or by the discretion of any court of competent jurisdiction in awarding equitable remedies, regardless of whether such enforcement is considered in a proceeding in equity or at law.

8. The Requesting Party has read and understands each of the terms and conditions of this Agreement and is entering into this Agreement freely and voluntarily, without duress, after having had an opportunity for consultation with independent counsel of its own selection, and not in reliance upon any representations, warranties, or agreements made by any of the Secured Party Affiliates.

9. All rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by and construed in accordance with the internal laws of the State of New York, and this Agreement is intended to take effect as a sealed instrument as of the date first written above.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Tel No.: \_\_\_\_\_  
  
Fax No.: \_\_\_\_\_  
  
E-mail Address: \_\_\_\_\_

Exhibit A

Sale Procedures for Secured Party Sale