

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this “Agreement”) is made effective as of _____ (the “Effective Date”), by and among _____, (“Receiving Party”), and NorthStar Life Services, LLC, a California limited liability company (“NorthStar”). NorthStar and Receiving Party may each be referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, Red Lion Square Holdings LP (“RLSH”) has engaged NorthStar Life Services, LLC (“NorthStar”), to provide services on behalf of RLSH (the “Services”) pursuant to that certain Amended and Restated Servicing Agreement between RLSH and NorthStar (the “Servicing Agreement”); and

WHEREAS, as part of the Services, NorthStar is required to provide a web-based portal for Investors (as defined in the Servicing Agreement) and their advisers, which allows access to the Investor’s specific network resources (the “Network Resources”) containing the Confidential Information (as defined in Section 1(c) below); and

WHEREAS, NorthStar has created the web-based portal containing the Confidential Information; and

WHEREAS, Receiving Party desires to have access to the Confidential Information related to the Investor _____ (the “Investor”) maintained by NorthStar for the sole purpose of assisting the Investor in monitoring its account information; and

WHEREAS, in accordance with an authorization from the Investor authorizing NorthStar to give Receiving Party access to its Confidential Information, Receiving Party desires to have NorthStar provide access to the Network Resources that contains Investor’s Confidential Information, and may contain Personal Data, for the purpose of allowing it to monitor the Investor’s account information; and

WHEREAS, NorthStar is willing to allow access through its firewalls to the Network Resources and to the Confidential Information solely to allow Receiving Party to monitor the Investor’s account information as requested by the Investor, (the “Disclosure Purpose”) in accordance with and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Definitions. The capitalized terms used in this Agreement shall have the following meaning:

- (a) “Affiliate” of a Party shall have the meaning set forth in 11 U.S.C. § 101(2).
- (b) “Agreement” has the meaning given to such term in the preamble hereto.

(c) “Confidential Information” means all information contained in Investor’s Network Resources and all other information furnished to the Receiving Party by or on behalf of the Investor, NorthStar, RLSH or any of their Representatives (irrespective of the form of communication and whether such information is so furnished before, on or after the Effective Date), and all analyses, compilations, data, studies, notes, translations, memoranda or other documents prepared on behalf of or by NorthStar, RLSH, or any of their Representatives or prepared by Receiving Party containing or based in whole or in part on any such disclosed information. Confidential Information shall include all information that is of a confidential, proprietary or secret nature, including Personal Data, belonging to the Investor, NorthStar, or RLSH, licensed to NorthStar, or RLSH or disclosed to the Receiving Party, under obligations of confidentiality and that is not generally known to the public. Confidential Information specifically includes but is not limited to the following materials and information (whether or not reduced to writing and whether or not, trademarked, patentable or protected by copyright) that may be disclosed by NorthStar, or RLSH or any of their respective Representatives to Receiving Party: technology, software, databases (including any username and password issued to access such databases), programs, plans, procedures, methods of operation and production, financial data, including costs, margins, payment terms and credit records, lists of actual and potential customers, suppliers, producers and/or related data, marketing strategies, models, plans for development and expansion, all individually identifiable, financial, medical, health and personal information, including, without limitation, about any person, natural or otherwise, (i) who is the Investor, (ii) who is an owner or holder of a life insurance policy, (iii) whose life is insured under a life insurance policy, (iv) who is a beneficiary of a life insurance policy, (v) who has invested in a life insurance policy, (vi) who has been designated by an insured to provide periodic information regarding the medical status of the insured, or (vii) who is the spouse of or is closely related by blood or law to any of the aforementioned categories of Persons, and (viii) any information about any NorthStar or RLSH personnel and their abilities.

i. Exceptions. Notwithstanding the above, “Confidential Information” shall not mean any information which:

1. at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any act or omission by the Receiving Party or any of its Representatives; or

2. was independently developed by Receiving Party without any use of or reference to the Confidential Information of the Investor, NorthStar, or RLSH and without otherwise violating any term of this Agreement.

- (d) “Disclosure Purpose” has the meaning given to such term in the recitals hereto.

- (e) “Effective Date” has the meaning given to such term in the preamble hereto.
- (f) “Governmental Authority” means any local, state, federal or foreign government or any agency, bureau, board, commission, court, department, political subdivision, tribunal or other instrumentality of any such government.
- (g) “Indemnitee” means, collectively, NorthStar, or RLSH, each Affiliate of NorthStar or RLSH and each stockholder, member, partner (limited, general or other), manager, officer, director, trustee, employee, agent and representative of NorthStar or RLSH or any of their Affiliates.
- (h) “Insured” means a natural person who is named as an insured on any insurance policy.
- (i) “Investor” means those Persons listed on Exhibit A, attached hereto and incorporated herein and as may be amended from time to time, who or that has delivered to NorthStar sufficient authorization granting the Receiving Party access to the Investor’s Confidential Information.
- (j) “Law” means any law, statute, rule, regulation, ordinance, treaty and other pronouncement having the effect of law of any Governmental Authority, including the Gramm-Leach-Bliley Act.
- (k) “Loss” means any loss, liability, claim, cost, damage, tax, penalty, interest or fine, whether or not arising out of a third party claim, including reasonable attorneys’ fees and other out-of-pocket costs and expenses.
- (l) “Network Resources” has the meaning given to such term in the recitals hereto.
- (m) “Party” and “Parties” have the meanings given to such terms in the preamble hereto.
- (n) “Person” means any natural person, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, proprietorship, business or statutory trust, trust, union, association, instrumentality, Governmental Authority or other entity, enterprise, authority, unincorporated organization or business organization.
- (o) “Personal Data” means an Investor’s or Insured’s personal, personal health and financial information and data relating to such individual who is or can be identified either from the data or from the data in conjunction with other information.
- (p) “Representatives” means, with respect to a Party other than the Receiving Party, its successors, assigns, owners, partners, members, officers, directors, shareholders, managers, employees, agents, advisors, attorneys, accountants, auditors and other professional advisers to such Party and such Party’s Affiliates and the Affiliate’s successors, assigns, owners, partners, members, officers, directors, shareholders, managers, employees, agents, advisors, attorneys, accountants, auditors and other professional advisers to such Affiliate.
- (q) “Secure Site” means that secure site located at phtinvestor.northstarlife.com.

2. Nondisclosure of Confidential Information. Receiving Party agrees not to use any Confidential Information for any purpose other than to carry out discussions concerning, and the undertaking of, the Disclosure Purpose with the Investor or other Persons authorized by the Investor. Receiving Party shall not disclose or permit disclosure of any Confidential Information to any other Person. Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid unauthorized access, disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of Persons other than those Persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, at least the same degree of care that Receiving Party utilizes to protect its own confidential information of a similar nature, including his or her own personal identifying personal, health and financial information and data, which shall be no less than commercially reasonable care. If any incident which gives rise to a risk of unauthorized disclosure, loss, destruction or alteration of the Confidential information, and particularly Personal Data, occurs as a result of the Receiving Party's use of the Network Resources, or if Receiving Party becomes aware of actual or threatened unauthorized disclosure, loss, destruction or alteration of the Confidential information, Receiving Party shall immediately inform NorthStar in writing of becoming aware of such an incident and fully cooperate with NorthStar and RLSH in any effort undertaken by NorthStar or RLSH to enforce its rights related to any such unauthorized disclosure, and NorthStar shall, upon receipt of such written information, take reasonable steps to limit the risk of unauthorized disclosure, loss, destruction, or alteration of the Confidential Information, which may include immediately disabling all usernames and passwords or otherwise limiting access until NorthStar is in receipt of written notice from Receiving Party that such risk has been mitigated.

3. Proper Disclosure. Disclosure of Confidential Information shall not be precluded hereby if such disclosure is: (i) made in response to a valid order of a court of competent jurisdiction or other Governmental Authority of the United States or any political subdivision thereof of competent jurisdiction having supervisory jurisdiction over Receiving Party, or during the course of a supervisory or regulatory examination; or (ii) otherwise required by Law, in the opinion of legal counsel to the Receiving Party as expressed in an opinion letter in form and substance reasonably satisfactory to RLSH, which shall be provided to RLSH at least forty- eight (48) hours prior to Receiving Party's disclosure of Confidential Information pursuant to this Section 3.

4. Destruction of Materials.

(a) Upon Notice, Termination or Expiration. At any time, if NorthStar or RLSH so directs in writing, and upon the termination or expiration of this Agreement, Receiving Party, at Receiving Party's expense, shall promptly, within ten (10) days from receipt of written notice, termination or expiration, destroy (to the extent legally permissible) all Confidential Information which has been furnished to Receiving Party by or on behalf of the Investor, NorthStar, or RLSH and all copies, extracts or other reproductions in whole or in part thereof (including all electronic and computer records thereof). In the event of such a request, the original and all copies of any of the Confidential Information prepared by Receiving Party shall be (to the extent legally permissible) destroyed (including all electronic and computer records thereof). Receiving Party shall provide

NorthStar and RLSH with a written verification at the addresses provided in Section 9(g) below of each piece of Confidential Information destroyed by Receiving Party.

(b) Retention of One Copy. Notwithstanding Section 4(a) above,, the Receiving Party may retain one copy of the Confidential Information: (i) solely for regulatory or internal compliance purposes provided that it notifies NorthStar and RLSH in writing of the regulatory requirement or internal compliance purposes and, provided further, that such retention shall last only for such time as the regulation requires and thereafter the Receiving Party shall destroy the Confidential Information as provided in Section 4(a) above; or (ii) for the purpose of defending any legal proceeding provided that it notifies the NorthStar and RLSH of the legal proceeding and that such retention shall last only for such time as the legal proceeding requires and thereafter the Receiving Party shall destroy the Confidential Information as provided in Section 4(a) above; or (iii) as required to be maintained in order to satisfy any Law or applicable professional standards to which Receiving Party or its Representatives, as the case may be, may be subject, provided that it notifies the Disclosing Party of the Law or professional standard and, provided further, that such retention shall last only for such time as the Law or professional standard requires and thereafter the Receiving Party shall the Confidential Information as provided in Section 4(a) above; or (iv) as electronic records and files containing any Confidential Information which have been created in the ordinary course of business pursuant to Receiving Party's automatic archiving and back-up procedures provided that the Receiving Party notifies the Disclosing Party of the content of the Confidential information that is contained in the automatic archiving and back-up procedures. Notwithstanding the destruction of Confidential Information pursuant to (i) – (iv) above, under this paragraph, the Receiving Party's obligations of confidentiality and the restrictions on disclosure and use of Confidential Information under this Agreement shall continue in accordance with, and subject to, this Agreement.

5. No Rights Granted. Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of NorthStar or RLSH nor shall this Agreement grant Receiving Party any right to access the Confidential Information or rights or claims in or to the Confidential Information, including the right to retain or possess any of the Confidential Information other than pursuant to this Agreement.

6. No Representations, Warranties or Liability; Indemnification. NorthStar makes no representations or warranties as to the accuracy or completeness of the Confidential Information that may be disclosed under this Agreement. Receiving Party acknowledges that RLSH has made no representations or warranties as to the accuracy or completeness of the Confidential Information that may be disclosed under this Agreement. Receiving Party agrees that neither NorthStar nor RLSH shall have any liability to Receiving Party or any other Person resulting from Receiving Party's use of the Confidential Information. Receiving Party shall reimburse, indemnify, defend and hold harmless NorthStar, RLSH, and each NorthStar and RLSH Indemnitee for, against and in respect of any and all Losses which such Indemnitee may incur or suffer resulting from, arising out of, based upon or relating to (i) any breach of this Agreement by the Receiving Party, or (ii) any failure of Receiving Party to perform or comply with any agreement or covenant to be performed or complied with, as the case may be, by Receiving Party under, and in accordance with the terms of, this Agreement.

7. Remedies. Receiving Party agrees that its obligations set forth in this Agreement are necessary and reasonable in order to protect NorthStar, RLSH, and the Investor. Receiving Party expressly agrees that due to the unique nature of the Confidential Information, monetary damages would be inadequate to compensate NorthStar and/or RLSH for any breach by Receiving Party of its covenants and agreements set forth in this Agreement. Accordingly, Receiving Party agrees and acknowledges that any such violation or threatened violation shall cause irreparable injury to , NorthStar and RLSH and that, in addition to Receiving Party's agreement to indemnify the Indemnitees as described in Section 6 hereof and any other remedies that may be available, in law, in equity or otherwise, NorthStar and RLSH shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Receiving Party, without the necessity of proving actual damages.

8. Receiving Party Representations and Warranties.

(a) Personal Data. Receiving Party will comply, and will require its Representatives to comply, with all applicable federal, state and local data protection laws and regulations in the maintenance, disclosure and use of all Personal Data contained in any Confidential Information that is disclosed to the Recipient or its Representatives hereunder.

(b) Data Security. Receiving Party has implemented and will continue to maintain sufficient information security protocols to secure and protect the confidentiality of all Confidential Information in the Receiving Party's or its Representatives' possession or control. The Receiving Party shall only access electronic copies of Confidential Information on computers and other devices with commercially reasonable data security, including, without limitation, firewalls and anti-malware programs. Receiving Party will implement any password restrictions or other security procedures requested by NorthStar from time to time to maintain security of passwords and the Confidential Information. Receiving Party agrees that it will not transmit any Confidential Information or any portion thereof to any country outside of the United States. Receiving Party is responsible for keeping its access to electronic Confidential Information, including, without limitation, password(s), secure. Receiving Party will be solely responsible and liable for any activity that occurs under Receiving Party's account for access to electronic copies of Confidential Information.

9. Miscellaneous.

(a) Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute a single instrument and a facsimile or pdf signature shall constitute an original signature for purposes hereof.

(b) Governing Law; Consent to Jurisdiction; Service of Process.

(i) This Agreement shall be governed by and construed under the Laws of the State of New York without regard to any conflicts of laws rules that might apply the Laws of any other jurisdiction.

(ii) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT

OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED ONLY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND EACH PARTY HERETO IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING. THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURT AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(iii) EACH PARTY HERETO HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. EACH PARTY HERETO ALSO WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF SUCH PARTY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MIGHT BE FILED IN ANY COURT AND THAT MAY RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING ALL COMMON LAW AND STATUTORY CLAIMS. EACH PARTY FURTHER REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH SUCH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(c) Entire Agreement. This Agreement, including the recitals and any exhibits referenced herein, contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and is the complete and exclusive statement of the terms of such agreement and supersedes (and in entering into this Agreement, the Parties expressly disclaim any reliance on) any and all prior negotiations, discussions, correspondence, communications, representations, understandings, proposals, drafts and agreements, written or oral, between the Parties hereto relating to the subject matter hereof, all of which are merged into this Agreement. No prior drafts of this Agreement and no words or phrases from any such prior drafts shall be admissible into evidence in any action or proceeding involving this Agreement.

(d) Amendments; Waivers; Consents. This Agreement may be amended, modified, supplemented or restated only by a written instrument executed by each of the Parties hereto. The terms of this Agreement may be waived only by a written instrument executed by the Party waiving compliance. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach, whether or not similar, and no such waiver shall operate or be construed as a continuing waiver unless so provided. No delay on the part of any Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any

other right, power or privilege hereunder.

(e) Successors and Assigns; Third-Party Beneficiaries. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns; however, no Party hereto may assign any of its rights, or delegate any of its obligations, under this Agreement without the prior written consent of the other Parties hereto (which consent may not be unreasonably withheld, conditioned or delayed), and any such purported assignment or delegation without such consent shall be void. With the exception of RLSH, which shall be third party beneficiary to this Agreement, nothing in this Agreement shall confer upon any Person, other than a Party to this Agreement or a Party's permitted successor or permitted assign, any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement.

(f) Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the fullest extent permitted by applicable Law, the Parties hereby waive any provision of Law which may render any provision hereof prohibited or unenforceable in any respect.

(g) Notices. All notices, requests, consents, waivers and other communications required, permitted or desired to be given hereunder or by Law to be served upon or given to a Party by any other Party shall be deemed duly served and given when received after being delivered by, courier, facsimile, or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

if to: **NorthStar Life Services, LLC**
Attn: John McFarland
15420 Laguna Canyon Road, Suite 260
Irvine, CA 92618
Tel 949.265.1646
Fax.: 949.265.1617
E-Mail: jmcfarland@northstarlife.com

with a copy to:

Red Lion Square Holdings LP
Attn.: David Louie
350 Fifth Ave Ste 3100
New York, NY 10118-0127
Tel.: 212-784-7611
E-Mail: dlouie@broadrivercap.com

If to: **Receiving Party:**

Attn. _____

Tel.: _____
Fax: _____
Email: _____

(h) Term and Termination. The term of this Agreement shall commence on the Effective Date and continue until the Receiving Party’s access to the Network Resources is terminated in accordance with this Agreement, the applicable Network Resources Access Form, or the Network Resources Terms and Conditions. Notwithstanding anything to the contrary herein, each Party’s rights and obligations under this Agreement shall survive the expiration or termination of this Agreement for a period of two (2) years from the date of such expiration or termination, even after the return or destruction of Confidential Information by the Receiving Party (the “Survival Period”), provided that for any and all:

(x) Personal Data disclosed by NorthStar or RLSH hereunder, the Survival Period shall last for the period of time required under applicable federal, state and/or local law; and

(y) trade secrets of NorthStar or RLSH, the Survival Period shall last for as long as such Confidential Information qualifies as a trade secret under applicable federal, state and/or local law.

- (i) This Agreement shall remain in full force and effect pursuant to its terms and conditions notwithstanding, independent of, and concurrently with any other Confidentiality and Non-Disclosure Agreement between Receiving Party and Investor.

Upon termination of this Agreement, all Confidential Information must be promptly destroyed in accordance with the terms of Section 4 of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the Effective Date.

NorthStar Life Services, LLC

By: _____

Print Name: _____

Receiving Party

By: _____

Print Name: _____

EXHIBIT A