



Always on.

onShore Information Assurance

This attestation goes over onShore's policies in regards to our financial records, confidentiality policy and our information security process. We undergo our own SOC2 Type II Audit and abide by strict standards, thus allowing us to focus on your security.

1. **Purpose** — The purpose of this document is to provide the client with the assurance normally required for risk management.
2. **Financial Records** — onShore shall, without charge to Company, permit Company and any governmental authorities that regulate Company, in connection with a Service performed by onShore hereunder, upon reasonable notice, to examine onShore's books and records to the same extent as if, that the Company was performing the service on its premises, subject to onShore's reasonable site and network security policies. onShore shall maintain such records produced in connection with the Services for a period of one (1) year following the production of such records and shall turn over any such records to Company upon request during such time. Unless applicable law requires a faster response, upon written request of Company, onShore shall provide any such records in onShore's possession to Company within five (5) days of its request. If onShore cannot meet the five (5) day time period then onShore shall notify Company of the time frame in which such Records will be produced and the reason for such delay. Such notice shall not relieve onShore from its obligations herein. This Section shall survive termination for a period of one (1) year.
3. **Confidentiality** — onShore acknowledges that in the performance of its obligations hereunder, it may have access to information belonging to the Company and its affiliates, subsidiaries, direct and indirect parent entities, and subsidiaries and affiliates of such parents; or the customers or clients of such entities; which is proprietary, secret, private, and highly confidential ("Confidential Information"). onShore, on behalf of itself and its employees, agents and any third parties it employs or hires (collectively, "Personnel") agrees to prevent unauthorized access to and not to disclose to any third party any Confidential Information of the Company to which it may have access while performing its obligations hereunder without the written consent of an authorized officer of Company (in the case of Company, an officer of with the title of Executive Vice President or above). Company agrees that it shall inform its Personnel of this prohibition on disclosure of Confidential Information. Confidential Information, for purposes hereof, shall include any and all software, agreements, policies, customer lists, customer information, and any other information which relates to either party's (or a third party) data processing, research and development, trade secrets or business plans or affairs. Confidential Information shall not include any information which:
 - 3.1 is or becomes generally available to the public other than as a result of a disclosure by the receiving party in breach of this Agreement;
 - 3.2 is wholly and independently developed by the receiving party without the use of Confidential Information;
 - 3.3 becomes available to the receiving party from a source not a party to this Agreement, provided that such source is not to the knowledge of Company violating any contractual or legal obligation in disclosing such information;
 - 3.4 was known on a non-confidential basis by the receiving party prior to disclosure;



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- 3.5 is required, based upon the reasonable advice of counsel, to be disclosed by any applicable law or regulation or competent judicial, governmental, or other authority.
4. The exclusions set forth above shall not apply to Customer Information (as defined below).
 - 4.1 If onShore becomes legally required to disclose any Confidential Information, then onShore shall, to the extent permissible and practicable, provide Company with prompt written notice of such requirement so that Company may seek a protective order or other appropriate remedy and/or waive compliance with respect to that disclosure. In any case, onShore shall disclose only that portion of the Confidential Information which, based on the reasonable advice of counsel, is legally required to be disclosed and will otherwise exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information. Notwithstanding anything in this Agreement to the contrary, either party may disclose Confidential Information of the disclosing party to the receiving party's auditors who are bound by customary non-disclosure obligations, (internal or external) or regulators in the course of an audit or examination.
5. Information Ownership - onShore only collects information from Company to provide contracted services. Company is the sole owner of all information collected by onShore. Specifically the Company maintains the rights as follows:
 - 5.1 Request electronic copies of Company data at any time with 10 business days notice.
 - 5.2 Request deletion of Company data upon termination of services with 30 days notice.
 - 5.3 Information may be retained by onShore for legal or accounting purpose or as otherwise required by law.
6. onShore acknowledges that a breach of the prohibition on disclosure of Confidential Information in this Section may result in serious and irreparable harm to Company for which there is no adequate remedy at law. In the event of such a disclosure, Company shall be entitled, without a showing of irreparable harm or posting bond, to seek any temporary or permanent injunctive relief as may be awarded by a court of equity, as well as any monetary damages resulting from such disclosure. Without limiting the foregoing, onShore agrees to take reasonable steps to:
 - 6.1 Prevent the removal of Company Confidential Information from onShore premises without prior written approval from Company;
 - 6.2 Prohibit copying or distribution of any Confidential Information without Company prior written consent;
 - 6.3 Prohibit the use of Company Confidential Information for any purpose other than as required to perform the Services under this Agreement or any Exhibit;
 - 6.4 Permit disclosure of Company Confidential Information only to such Personnel having a need to know and only for permitted purposes hereunder;



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- 6.5 Required Personnel having access to Company Confidential Information to be bound to maintain the confidentiality thereof consistent with the onShore's obligations under this Agreement; and
 - 6.6 Return, remove, destroy and delete with acknowledgement via email of all Confidential Information and other company data to/for Company when no longer required for the permitted purposes or sooner, upon the Company demand, subject to applicable law, rule and regulation, and the onShore's document retention policies and procedures; any information maintained by onShore shall continue to be subject to the terms of this Agreement.
7. All "non-public personal information" (as defined in the Gramm-Leach-Bliley Act, Public Law 106102, 15 U.S.C. §6801 et seq.) or other information considered confidential under Section 48.1 of the Illinois Banking Act (205 ILCS 5.48.1), pertaining to customers of Company ("Customer Information") is considered Confidential Information. Notwithstanding any other terms of this Agreement or this Section above, onShore agrees not to disclose or use Customer Information at any time during or following the term of this Agreement, except as necessary to perform the Services described in this Agreement, and then, only to persons bound by customary non-disclosure obligations. Company agrees not to disclose any onShore trade secrets, products, customized software or other confidential information without prior written permission from onShore. onShore agrees not to disclose any Company trade secrets, products, customized software or other confidential information without prior written permission from Company.
8. **Information Security Controls** - In recognition of Company's responsibilities under the Gramm Leach Bliley Act, Section 501(b) (15 U.S.C. 6801) and the Interagency Guidelines Establishing Standards for Safeguarding Client Information and Rescission of Year 2000 Standards for Safety and Soundness ("Guideline"), onShore represents and warrants that it has implemented and maintains reasonable, but no less than industry standard, security measures to prevent loss, alteration or unauthorized access to Company Information including, but not limited to, access controls; location access restrictions; encryption of electronic Company information; sufficient control procedures, employee background checks, systems monitoring and intrusion detection; and measures to protect against destruction of Company information. onShore agrees to immediately notify Company, upon learning of or suspicion of any unauthorized access to, loss or unauthorized disclosure of Company's Confidential Information and shall fully investigate any incidences thereof; cooperate with Company in preventing or remedying any such incident and notify Company of all corrective action taken and remediation activities. onShore agrees to be responsible for its Personnel complying with the terms of this Agreement. onShore further agrees that its Personnel's access to the Company premises shall comply with all security measures required by the other party or any third party to protect the private or proprietary property of the other party or third parties at the other party possession. The terms of this Section on Confidentiality shall survive termination of this Agreement.