

# LOGO RELEASE FORM

This LOGO RELEASE (the "Agreement") constitutes authorization by Live Oak Banking Company ("Live Oak") for the individual/business entity named below and its affiliates, and/or their designees (the individual and/or business collectively referred to as "you" or "your") to use the Live Oak trademark (the "Mark(s)") subject to an in accordance with the following terms and conditions:

1. Live Oak hereby grants to you the limited, non-transferable, revocable permission to use the Mark(s) as described or depicted within the Logo Use Form submitted by you and approved by Live Oak, without modification, and in strict accordance with the below brand marketing standards:
  - a. The Live Oak Mark(s) should not be skewed, rotated or disproportionately scaled.
  - b. The Live Oak Mark(s) should not be placed on a background that could visually impair the Mark(s).
  - c. The Live Oak Mark(s) should include padding of at least the size of the "O" in "Oak" and should never be smaller than 20 pixels tall in print or digital applications.
2. No other use of the Mark(s) is/are permitted without the express written consent of Live Oak.
3. You shall not depict the Mark(s) in any manner or in any materials that would tend to denigrate, disparage, tarnish, present in a false light, or otherwise reflect negatively on the Mark(s), Live Oak or any of its affiliates, or any of Live Oak's products or services.
4. Live Oak may revoke this permission at any time by notice to you.
5. You acknowledge that Live Oak owns all right, title and interest in the Mark(s).
6. You acknowledge that neither Live Oak nor any other person has made or makes any representation or warranty, whether express, implied, statutory or otherwise, all of which are expressly disclaimed.
7. You shall indemnify, defend, and hold harmless Live Oak and its affiliates, and its respective officers, directors, employees, agents, affiliates, successors, and assigns, from and against any claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorney's fees and disbursements arising from or relating to any use of the Mark(s) by you and any breach by you of the terms of this letter.
8. You shall not assign or otherwise transfer any of your rights, or delegate, subcontract, or otherwise transfer any of your obligations under this Agreement. Any purported assignment, delegation, or transfer in violation of Section 8 is void. Live Oak may freely assign or otherwise transfer all or any of its rights and obligations under this Agreement without your consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
9. This Agreement is governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule. You irrevocably submit to the exclusive jurisdiction of the federal and state courts located in the city of Wilmington and County of New Hanover, North Carolina in any legal suit, action, or proceeding arising out of or related to this Agreement.
10. This letter constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter. This letter may not be modified except in a written instrument signed by both parties.