

MUTUAL NON-DISCLOSURE AGREEMENT

This **MUTUAL NON-DISCLOSURE AGREEMENT** (the “**Agreement**”), effective as of _____ (the “**Effective Date**”), is entered into by and between Corinthian Capital Group, LLC, with offices at 366 Madison Ave, New York, NY 10017 (“**Corinthian**”) and _____, with offices at _____ (the “**Company**”). (Corinthian, and the Company are hereinafter collectively referred to as the “**Parties**”).

WHEREAS, the Parties desire to disclose Confidential Information (as defined below) to each other party and to each party’s Representatives (as defined below) for the sole purpose of furthering a potential transaction between the Parties, including a potential sale of Disclosing Party or certain of its assets (the “**Business Purpose**”) and to protect such Confidential Information from unauthorized disclosure.

NOW THEREFORE, the Parties agree as follows:

1. This Agreement will apply to all Confidential Information disclosed by any of the Parties to any other party or any other party’s Representatives (whether provided on or after the date of this Agreement) for the Business Purpose. The party to this Agreement disclosing Confidential Information for the Business Purpose shall be referred to herein as the “**Disclosing Party**,” and the party to this Agreement receiving such Confidential Information from the Disclosing Party shall be referred to herein as the “**Receiving Party**.” The Receiving Party’s principals, officers, directors, managers, agents, prospective and current investors, lenders, potential financing sources, attorneys, accountants, limited partners in private equity funds managed by Corinthian, bankers, employees and financial advisors, who have *bona fide* need to know and are informed about the obligation of confidentiality, shall be referred to herein collectively as “**Representatives**.”

For purposes of this Agreement, “**Confidential Information**” shall mean any information, regardless of form, that has been identified as confidential or proprietary, or reasonably appears to be proprietary or confidential in nature because of legends or other markings, the circumstances of disclosure, or the nature of the information itself. Confidential Information includes any knowledge or information relating to the Disclosing Party’s technology, or any discoveries, inventions, ideas, concepts, know-how, patents, patent applications, improvements, technology, research, plans, techniques, procedures, processes, specifications, systems, equipment, diagrams, flow charts, technical data, computer programs, source code, algorithms, interfaces, interactive elements, functionality, treatments, scripts, outlines, designs, drawings, models, engineering, manufacturing, analyses, studies, working papers, practices and relationships with third parties, trade secrets, research and development, strategies, opportunities, business plans, marketing plans, future projects or products, projects or products under consideration, product release schedules, sales forecasts, sales histories, market projections, finances, capital and operating cost estimates, costs, prices, budgets, suppliers, vendors, licensors, licensees, customers, employees, and any other matter relating to the operations, business, financial affairs, products, services, projects, technologies, facilities, inventions, creations or intellectual properties of the Disclosing Party – whether or not labelled “Confidential” or identified at the time of disclosure or access as being confidential; and that is: (i) disclosed by the Disclosing Party or on its behalf, directly or indirectly, through any means of communication (whether electronic, written, oral, aural or visual) or personal inspection, to the Receiving Party; or (ii) in any way otherwise accessed, directly or indirectly, by the Receiving Party. Further, Confidential Information also includes: (i) the terms and conditions of this Agreement; and (ii) the existence of this Agreement and the fact that the Parties intend to or are having discussions in connection with the Business Purpose (including the content and status of such discussions).

Confidential Information shall not include any information that (to the extent the Receiving Party can demonstrate that for information disclosed):

- (i) now, was or hereafter becomes, through no act or failure to act on the part of the Receiving Party or its Representatives, generally known or available to the public other than by breach of this Agreement by the Receiving Party or its Representatives;
- (ii) is or was acquired by the Receiving Party before receiving such information from the Disclosing Party without any restriction known (to the best of Receiving Party's knowledge) to the Receiving Party or its Representatives as to use or disclosure;
- (iii) has been known to the Receiving Party or its Representatives at the time of its receipt from the Disclosing Party;
- (iv) is or was information that was independently developed by the Receiving Party or its Representatives without reference to the Confidential Information disclosed by the Disclosing party.

2. This Agreement commences on the Effective Date and shall continue for a term of two (2) years from thereof.

3. Commencing as of the Effective Date, the Receiving Party shall: (i) hold the Confidential Information disclosed by the Disclosing Party in confidence; (ii) not disclose such Confidential Information to anyone other than the Representatives (as defined below) of the Receiving Party; (iii) not use such Confidential Information for any purpose except for the Business Purpose; and (iv) not reverse engineer any Confidential Information. The Receiving Party shall protect and prevent the unauthorized use, dissemination, or publication of the Confidential Information disclosed by the Disclosing Party by using the same degree of care it would use in protecting its own confidential information (which in no event shall be less than a reasonable degree of care). Notwithstanding anything to the contrary in the preceding two sentences, the Disclosing Party may disclose Confidential Information to its Representatives, but only to the extent necessary to carry out the Business Purpose. The Receiving Party will remain liable for any breach of this Agreement by its Representatives.

4. Except in the event of a legal or regulatory review not specifically targeting the Disclosing Party, if the Receiving Party is required by law, regulation or requested through a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body having proper jurisdiction (including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or any other securities legislation), to disclose any of the Confidential Information disclosed by the Disclosing Party, the Receiving Party will, if not legally prohibited and to the extent reasonably possible, promptly notify the Disclosing Party in writing of the existence, terms and circumstances surrounding such required disclosure so that the Disclosing Party may, at its sole cost and expense, seek a protective order or other appropriate remedy from the proper authority. The Receiving Party agrees to reasonably cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if it is required or if advised by counsel to disclose Confidential Information of the Disclosing Party, it will furnish only that portion of the Confidential Information that is legally required or is advised by counsel to be furnished and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such Confidential Information. The Parties acknowledge that the act of such disclosure will not operate to render Confidential Information non-confidential, unless the making of such required disclosure of the Confidential Information renders the Confidential Information part of the public record.

5. The Receiving Party will promptly, at its sole discretion, either return to the Disclosing Party or destroy all tangible items containing or consisting of the Disclosing Party's Confidential Information and all copies thereof upon the Disclosing Party's (written or email) request. In addition, upon request of the Disclosing Party,

the Receiving Party shall destroy all Confidential Information of the Disclosing Party, and shall confirm such destruction by a duly authorized officer upon the request of the Disclosing Party. Notwithstanding the aforementioned, the Receiving Party and its Representatives shall (i) be permitted to retain copies of the Confidential Information for the sole purpose of complying with applicable law or regulatory authority and (ii) not be required to return, destroy, delete, or modify any Confidential Information that is held on computer records, back-up tapes, files and other media which have been created pursuant to electronic archiving, automated archiving process, IT back-up, or internal disaster recovery procedures.

6. Nothing in this Agreement, any discussions undertaken, nor any disclosures made pursuant to this Agreement shall be deemed a commitment to disclose any information to the Receiving Party or to engage in any business relationship, contract or future dealing with the Disclosing Party. In addition, nothing in this Agreement shall be deemed to limit either party's right to conduct similar discussions or perform similar activities to those undertaken in accordance with this Agreement, unless such discussions or activities are in violation of the terms hereof.

7. The Receiving Party understands and acknowledges that the Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of Confidential Information disclosed hereunder. The Disclosing Party shall have no liability or responsibility for errors or omissions in, or any decisions made by the Receiving Party in reliance on, any Confidential Information disclosed under this Agreement. Only those representations or warranties which are made by the Disclosing Party in a final definitive agreement regarding a Business Purpose, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

8. The Confidential Information shall be and remain the sole and exclusive property of the Disclosing Party and all rights and interests in, and title to, the Confidential Information shall remain in the Disclosing Party. Neither the execution and delivery of this Agreement, nor the furnishing of any Confidential Information, shall be construed as granting to the Receiving Party (by implication, estoppel or otherwise) any right or interest, by license or otherwise, in, under or to any of the Confidential Information, and nothing in this Agreement shall be deemed or construed to grant to the Receiving Party a license to exploit, sell, develop or further develop any of the Confidential Information. For added clarity and notwithstanding anything in this Agreement, neither the execution of this Agreement, nor the furnishing of any Confidential Information, shall be construed as granting to the Receiving Party (expressly or by implication, estoppel or otherwise) any right or interest, by license or otherwise, in, under or to any invention, trade secret, know-how, patent, patent application, copyright, trade name, trademark, industrial design, trade secret, or other intellectual property right, all whether now or hereafter owned by, controlled by, or licensed to the Disclosing Party.

9. The Receiving Party acknowledges that (a) all Confidential Information disclosed by the Disclosing Party is owned solely by the Disclosing Party (or its contractors or licensors), (b) such Confidential Information is valuable to the Disclosing Party, and (c) the unauthorized disclosure or use of such Confidential Information might cause irreparable harm and significant injury to the Disclosing Party, for which monetary damages alone might not be an adequate remedy. Accordingly, the Receiving Party agrees that in the event of breach or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for such breach or anticipated breach without the necessity of posting a bond. Any such relief may be in addition to, and not in lieu of any other remedies available to the Disclosing Party, including monetary damages.

10. The Company acknowledges that Corinthian and its respective Representatives' directors, officers or employees may serve as directors of portfolio companies of investment funds managed or advised by Corinthian or its Representatives, and the Company agrees that such portfolio companies will not be deemed to have received information solely because any such individual serves as an officer, a member of board, or as an advisor of such portfolio company, provided that (i) such individual has not provided such portfolio company or any other director, officer or employee of such portfolio company with information, and (ii) such portfolio

company does not act at the direction of or with encouragement from Corinthian or its Representatives with respect to any matters contemplated hereby. The Disclosing Party acknowledges that (a) Corinthian and certain of its Representatives are engaged in the business of private equity investing and may from time-to-time invest in entities that develop and utilize technologies, products or services that are similar to or competitive with those of the Company, and (b) except insofar as this Agreement restricts the disclosure of the Confidential Information, this Agreement shall not prevent Corinthian or its Representatives from (x) engaging in or operating any business, (y) entering into any agreement with any third party, or (z) evaluating or engaging in investment discussions with, or investing in, any third party, whether or not competitive with Corinthian or its Representatives.

11. The Parties hereby acknowledge and affirm that they, and the current and potential portfolio companies of Corinthian (and their respective Representatives) may be competitors in certain industries. Nothing contained herein shall prohibit any of the Parties from operating their respective businesses in the normal course, provided, however, that the Parties and their Representatives comply with the terms hereof.

12. The terms of this Agreement shall control over any additional purported confidentiality requirements imposed by any offering memorandum, web-based database or similar repository of Confidential Information to which the Receiving Party or any of its Representatives is granted access in connection with the evaluation, negotiation or consummation of the Business Purpose, notwithstanding acceptance of such an offering memorandum or submission of an electronic signature, "clicking" on an "I Agree" icon or other indication of assent to such additional confidentiality conditions, it being understood and agreed that the confidentiality obligations with respect to Confidential Information are exclusively governed by this Agreement.

13. No waiver, modification or amendment of any provisions of this Agreement shall be valid unless made in writing, signed by the Parties, and specifying with particularity the nature and extent of such a waiver, modification or amendment. No such waiver, modification or amendment shall be construed to be a general waiver, abandonment, modification or amendment of any of the terms, conditions or provisions of this Agreement, and such waiver shall be strictly limited and restricted to the extent and occasion specified in such signed writing. No failure or delay 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 further exercise thereof or the exercise of any right, power or privilege hereunder.

14. If any of the Parties employs attorneys to enforce any rights arising out of or relating to this Agreement, upon a final non-appealable decision by a court of competent jurisdiction, the prevailing party shall be entitled to recover its reasonable attorneys' fees incurred therein or in the enforcement or collection of any judgment or award rendered therein. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of New York without giving effect to any choice of laws principles that would require the application of the laws of a different jurisdiction, however, each of the Parties hereby irrevocably waives jury trial to the extent relevant. Any legal action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be subject to the non-exclusive jurisdiction of the courts of New York, New York. Each party further irrevocably consents to personal jurisdiction and exclusively in, and agrees to service of process issued or authorized by, any such court.

15. Neither of the Parties shall assign, including by operation of law, any of its rights or obligations hereunder without the prior written consent of the other party.

16. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the extent required to permit its

enforcement in a manner most closely representing the intention of the parties as expressed herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any signed copy of this Agreement copied or reproduced and transmitted via photocopy, facsimile or other process that accurately transmits the original document shall be considered an original document.

17. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior and contemporaneous agreement, understandings and communications, oral or written, between the Parties regarding the subject matter of this Agreement, including, any and all non-disclosure agreements previously entered into between the Parties with regards to the Business Purpose.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement by their duly authorized officers or representatives.

CORINTHIAN CAPITAL GROUP, LLC

The Company

Name:
Title:

Name:
Title: