CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “Agreement”) is made as of [ ], 20\_\_ by Rainier Capital Partners LP, a Delaware limited partnership (the “Recipient”), for the specific benefit of (i) **[Company, a [\_\_\_\_\_\_\_\_\_]]** (the “Company”), and (ii) each of the Company’s affiliates (together with the Company, the “Company Entities”). The Recipient has requested information regarding the Company Entities for the purpose of evaluating a possible investment by the Recipient (and/or one or more of the Recipient’s Affiliates) in the Company (and/or one or more of the Company’s Affiliates) (the “Relationship”). As a condition precedent to any Information (as defined below) being furnished to the Recipient, the Recipient hereby covenants and agrees as follows:

# Definitions: As used herein:

“Affiliate” means, in relation to a Person, any Person that (i) directly or indirectly controls such Person, (ii) directly or indirectly is controlled by such Person or (iii) is under such Person’s direct or indirect common control.

“Information” means all documents, materials, reports, investment performance information (including any investment “track record” information), data, analyses, models and other information relating to any of the Company Entities or their respective assets, businesses, investment objectives, business plans, strategies and investors, including, without limitation, their direct and indirect portfolio companies and the investment performance related thereto, including any such information or materials regarding any predecessor or current firms or institutions of any partner, employee and/or Affiliate of any of the Company Entities (such firms and institutions, collectively, the “Related Firms”), which is furnished to the Recipient or its Affiliates (in writing or orally), whether furnished prior to or subsequent to the date of this Agreement, directly or indirectly, by or on behalf of any Company Entity or any of their respective Representatives or Affiliates. Notwithstanding any provision herein to the contrary, the term “Information” shall not include any information (a) which was in the Recipient’s possession prior to its disclosure hereunder, (b) is or becomes part of the public domain through no act or omission of the Recipient in violation of this Agreement, (c) which comes into the Recipient’s possession from a third party who is not known to the Recipient to be bound by any obligations of confidentiality to any of the Company Entities or the Related Firms or (d) which was developed by Recipient or its Representatives without reliance on or reference to the Information.

“Person” means an individual, a partnership (general, limited or limited liability), a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental, quasi‑governmental, judicial or regulatory entity or any department, agency or political subdivision thereof.

“Representatives” means a Person’s Affiliates and its and their respective directors, officers, employees, agents and advisors (including, without limitation, legal and financial advisors); provided that in the case of the Recipient, the aforementioned Persons shall be “Representatives” solely to the extent that such Persons have a need to know the Information in connection with reviewing or advising the Recipient on the Relationship.

# All Information shall be kept strictly confidential by the Recipient except as otherwise permitted herein and the Recipient agrees that it shall use the Information solely in connection with its evaluation of the Relationship, except that the Recipient may disclose Information to its Representatives for the exclusive purpose of evaluating the Relationship. The Recipient shall inform each of its Affiliates and Representatives to whom Information is disclosed of the existence of this Agreement and direct them to comply with this Agreement to the extent applicable to its Affiliates and Representatives hereunder and shall be responsible for the failure of any of the Recipient’s Affiliates or Representatives to so comply.

# Except with the prior approval of the Company, the Recipient covenants and agrees that it shall not, and it shall direct each of its Affiliates and Representatives not to, contact (orally or in writing) other than in the course of ordinary business, (i) any of the Related Firms or (ii) any client or portfolio company of any Related Firm or of any Company Entity (or any employee, officer, director, consultant, lender, advisor or investor of any such client or portfolio company) as part of its due diligence and/or evaluation of the Relationship. The Recipient agrees to promptly advise the Company in writing of any misappropriation or misuse by the Recipient or its Affiliates or Representatives of the Information or any breach of this Agreement of which it becomes aware; provided that no such notice shall relieve the Recipient of its obligations, or limit the Company’s rights, under this Agreement.

# In the event that the Recipient or any of its Affiliates or Representatives is requested or required in any judicial, administrative or regulatory proceeding or pursuant to law, rule, regulation or legal process (including in connection with any pre-trial discovery) to disclose any Information, the Recipient shall, to the extent legally permissible, give the Company prompt written notice of such request prior to such disclosure to the extent practicable and permitted by law so that the Company may seek an appropriate protective order at its sole cost and expense. To the extent that the Recipient or its Representatives are subject to examination by a regulatory or self-regulatory authority or auditor, notice to the Company shall not be required where disclosure is in connection with a routine audit or examination or a routine blanket document request from such regulatory or self-regulatory authority or auditor that does not reference the Company Entities, the Relationship or this Agreement. If the Company elects to seek a protective order or otherwise challenge the disclosure request, the Recipient agrees to cooperate to the extent legally permissible regarding the timing and content of such disclosure. If, in the absence of a protective order, the Recipient or any of its Affiliates or Representatives is nonetheless compelled to disclose any such Information, the Recipient may disclose such Information to the extent and as compelled without liability hereunder; provided that the Recipient provides the Company with written notice of the Information or matter to be disclosed as far in advance of its disclosure as is practicable and the Recipient uses its commercially reasonable efforts to obtain (and to direct its Affiliates and Representatives to obtain) assurances that confidential treatment will be accorded to such Information.

# The Recipient acknowledges that irreparable damage may occur to the Company Entities in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and monetary damages may not be a sufficient remedy for any such breach. Accordingly, the Company Entities shall each be entitled to seek specific performance of the terms of this Agreement without the requirement of posting a bond or other security, including, without limitation, an injunction or injunctions to prevent the Recipient from using any Information for any reason other than in connection with the Relationship, to prevent actual or threatened breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction in the United States or any state thereof, in addition to any other remedy to which the Company Entities may be entitled at law or in equity. In connection with any enforcement action hereunder against the Recipient, the Recipient hereby irrevocably submits to the jurisdiction of each state and federal court located in Seattle, Washington. Furthermore, the Recipient agrees not to plead or claim, in any legal action or proceeding with respect to this Agreement brought in any of the aforesaid courts, that any such court lacks jurisdiction over the Recipient or that such venue is improper or that the action has been brought in any inconvenient forum. Nothing herein shall affect the right of the Company Entities to enforce this Agreement in any other jurisdiction.

# Upon the request of the Company at any time or upon receipt by the Company or the Recipient of notice that the other party does not intend to enter into the Relationship, the Recipient shall (and shall direct its Affiliates and Representatives to) promptly (i) redeliver (or certify in writing to the Company the destruction of) all copies (whether paper or electronic) of all materials containing Information and (ii) destroy all memoranda, notes and other materials prepared by the Recipient or its Affiliates or Representatives based on such Information. If requested by the Company, the Recipient shall certify in writing its compliance with the requirements of this Section 6. Notwithstanding the foregoing, the Recipient and its Representatives may retain Information to comply with applicable law, regulation or internal policies or as part of automatic electronic archiving and back-up procedures; provided that, notwithstanding anything to the contrary in this Agreement, any such retained Information will remain subject to the confidentiality obligations of this Agreement.

# The Recipient acknowledges and agrees that, except as may be set forth in a subsequent definitive written and binding agreement among the parties, none of the Company Entities or any of their respective Affiliates or Representatives are making any express or implied representations or warranties as to the accuracy or completeness of any of the Information and that the Information shall not be relied upon under any circumstances, and the Recipient acknowledges and agrees that none of such Persons shall have any liability to the Recipient or any of its Affiliates or Representatives relating to or arising from its or their use of the Information or for any errors therein or omissions therefrom. Certain statements provided with the Information that are not historical facts may contain forward-looking statements regarding the Company Entities’ future plans, objectives and expected performance. Any such forward-looking statements are based on assumptions that the Company believes are reasonable, but are subject to a wide range of risks and uncertainties and, therefore, there can be no assurance that actual results will be consistent with those expressed or implied by such forward-looking statements. Any Information provided with respect to an entity in the process of formation shall be qualified in its entirety by the definitive organizational documents and other agreements concerning such entity.

# In addition, the Recipient acknowledges and agrees that neither the Company, the Related Firms nor any investor in the Company Entities is under any obligation under this Agreement or any other agreement to provide the Recipient with any Information. Any Information provided to the Recipient does not create an obligation on the part of the Company to continue delivery of additional Information or on the Company or Recipient to enter into any agreement or relationship (including the Relationship) with the other party. The Recipient agrees that the Company has no duty to update the Information. The Company may elect, in its sole and absolute discretion, to cease the provision of the Information.

# The Recipient hereby represents and warrants to each of the Company Entities that (i) the execution, delivery and performance of this Agreement by it has been duly authorized and (ii) this Agreement constitutes the legal, valid, binding and enforceable obligation of the Recipient.

# In the event that a court of competent jurisdiction has found in a final judgment that either party has breached this Agreement, thenon-prevailing party in such litigation will reimburse the prevailing party for its costs and expenses (including reasonable attorneys’ fees) incurred in such litigation.

# If any term or provision of this Agreement or any application hereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

# This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. To the extent any signature page is signed and delivered by means of a facsimile machine or other electronic transmission, it will be treated in all manner and respects as an original signature page and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

# This Agreement may be amended, supplemented, waived or otherwise modified only by an agreement in writing executed by the Recipient and the Company.

# This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflict of law provisions) of the State of Delaware. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR CLAIM (WHETHER BASED UPON CONTRACT, TORT, EQUITY OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT AND ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY’S ENTERING INTO THIS AGREEMENT.

# The obligations under this Agreement shall expire on the earlier of (i) the execution of a definitive agreement with respect to the Relationship and (ii) the second anniversary of the date hereof.

\* \* \* \* \*

IN WITNESS WHEREOF, the Recipient has executed this Agreement as of the date first written above.

 RAINIER CAPITAL PARTNERS LP

 By: Rainier Capital Partners LLC

 Its: General Partner

 By:
 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Acknowledged and agreed as of the date first written above:

**[COMPANY]**

By:
 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_