



Azalea Capital

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “Agreement”) is entered into as of _____, 202_, between Azalea Capital (“Disclosing Party”), and _____ (“Recipient”).

1. Purpose. In connection Disclosing Party’s discussions to enter into a business relationship with Recipient or certain of its affiliates (a “Business Relationship”), Disclosing Party may furnish Recipient with certain non-public, confidential, or proprietary information. In consideration for and as a condition to the furnishing of such information, the parties agree to the terms and conditions set forth in this Agreement.

2. Confidential Information. As used in this Agreement, “Confidential Information” means any and all of the following information (whether written, oral, electronic, or otherwise) that has been or may hereafter be disclosed by Disclosing Party or by any representative or advisor to Disclosing Party to Recipient or to any of Recipient’s directors, officers, managers, members, employees, agents, affiliates, consultants, advisors, or other representatives, including legal counsel, accountants, and financial advisors (“Representatives”): information concerning the business plans and strategies of Disclosing Party with respect to an acquisition or investment in _____ (the “Potential Opportunity”), including, without limitation, financial projections, forecasts, budgets, marketing plans, research, and analysis relating to the Potential Opportunity. Confidential Information also includes analyses, compilations, notes, extracts, studies, summaries, and other materials prepared by Recipient or its Representatives containing, reflecting, or based, in whole or in part, upon any of the foregoing information.

3. Confidentiality Obligations. Recipient agrees that Disclosing Party’s Confidential Information (a) will be kept confidential by Recipient and its Representatives; and (b) will not be disclosed by Recipient or its Representatives to any person or entity except with the prior written consent of Disclosing Party. Recipient agrees that it may disclose Disclosing Party’s Confidential Information to only those of its Representatives who (i) need to know such information for the purpose of evaluating a Business Relationship; and (ii) are informed by it of the confidential nature of the Confidential Information and the obligations of this Agreement and agree to be bound by the terms of this Agreement. Recipient agrees to be responsible for any breach of this Agreement by any of its Representatives, including Representatives whose relationship with Recipient terminates after the date of this Agreement. The restrictions contained in this Section 3 do not apply to that part of the Confidential Information that Recipient demonstrates (a) was or becomes generally available to the public prior to, and other than a result of, disclosure by Recipient or its Representatives; or (b) is or becomes available to Recipient or its Representatives on a non-confidential basis from a source other than the Disclosing Party, but only if the source of such information is not prohibited from disclosing the information to Recipient or its Representatives by a contractual, legal, fiduciary, or other obligation.

4. Restricted Use of Confidential Information. Recipient agrees that that Recipient and its Representatives will not use Disclosing Party’s Confidential Information for any purpose except to evaluate and engage in discussions with Disclosing Party concerning a Business Relationship. Unless otherwise agreed to in writing by Disclosing Party, in no event will Recipient pursue the Potential Opportunity except with the consent of Disclosing Party in connection with a Business Relationship with Disclosing Party.

5. Return or Destruction of Confidential Information. At Disclosing Party’s request,

Recipient will either (a) promptly return to Disclosing Party all documents and materials disclosed by Disclosing Party to it or its Representatives constituting Disclosing Party's Confidential Information, together with all copies thereof in the possession or under its control or the control of its Representatives, and destroy materials generated by it or its Representatives that contain, reflect, or are based, in whole or in part, upon any Confidential Information, without retaining a copy of any such materials; or (b) promptly destroy all documents and materials constituting Confidential Information in its possession or under its control or the control of its Representatives, together with all copies thereof in the possession or under its control or control of its Representatives, and destroy materials generated by it or its Representatives that contain, reflect, or are based, in whole or in part, upon any of Disclosing Party's Confidential Information, without retaining a copy of any such materials, and certify the destruction of such documents and materials in writing to Disclosing Party. Notwithstanding the return or destruction of the Confidential Information, Recipient and its Representatives will continue to be bound by the obligations of confidentiality in this Agreement.

6. No Obligation. Each of the parties reserves the right, in its sole discretion, to reject any and all proposals made by the other party with regard to a Business Relationship, to terminate discussions and negotiations with the other party and its Representatives at any time, to solicit, consider, and enter into one or more alternative transactions with one or more other parties, and to terminate the other party's and its Representatives' access to Confidential Information at any time. Neither party will have any legal obligation of any kind with respect to a Business Relationship by virtue of this Agreement.

7. No Representations or Warranties. Recipient acknowledges and agrees that neither Disclosing Party nor any of its Representatives makes any representations or warranties, express, implied, or otherwise, regarding the accuracy or completeness of Disclosing Party's Confidential Information.

8. No License. Recipient acknowledges and agrees that nothing in this Agreement shall be construed to give to it or to any of its Representatives any right, title, license, or interest in or to any of Disclosing Party's Confidential Information, all of which shall remain the sole property of Disclosing Party.

9. Remedies. If Recipient or any of its Representatives breaches any provision of this Agreement, Recipient will indemnify and hold harmless the Disclosing Party from and against all liabilities, losses, costs, damages, claims, and expenses, including reasonable attorneys' fees and costs, arising from or related to such breach. In addition, Recipient agrees that any breach or threatened breach of this Agreement could cause irreparable harm to the Disclosing Party and that, in the event of a breach or threatened breach of this Agreement, the Disclosing Party will be entitled, without the requirement of posting bond or other security, to seek equitable relief, including injunctive relief and specific performance, in addition to all other remedies available to Disclosing Party at law or in equity. If either party brings any action in law or in equity to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, in addition to any other relief to which such party may be entitled.

10. Term. Exception as otherwise provided in this Agreement, Recipient's obligations regarding Confidential Information will terminate on the date that is two years after the date of this Agreement; provided, however, that Recipient's obligations with regard to each item of Confidential Information that constitutes a trade secret under applicable law shall continue for so long as such item continues to be a trade secret under applicable law.

11. Governing Law. This Agreement shall be governed by the laws of the State of South Carolina, without regard to conflict of laws principles.

12. Jurisdiction. Any action or proceeding seeking to enforce any provision of, or based upon

any right arising out of, this Agreement shall be brought against either of the parties in any court of competent jurisdiction located in the State of South Carolina, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

13. Miscellaneous. In addition to the protections afforded by this Agreement, any trade secrets of the parties will also be entitled to all of the protections and benefits under the South Carolina Trade Secrets Act and any other applicable law. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of each party and its respective successors and assigns. The failure or delay of either of the parties in exercising any right, power, or privilege under this Agreement will not operate as a waiver of such right, power, or privilege or any other right, power, or privilege, and the single or partial exercise of any right, power, or privilege shall not preclude any other or future exercise of any right, power, or privilege under this Agreement. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. Any assignment of this Agreement by either party without the prior written consent of the other party will be void. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic transmission in portable document format (pdf) will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

DISCLOSING PARTY:

Azalea Capital (Azalea Management Co, LLC)

By: _____

Name: Ben Wallace

Title: Partner

RECIPIENT:

By: _____

Name:

Title: