

# MONTAGE PARTNERS

PEOPLE  CAPITAL

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement of Confidentiality and Non-Disclosure (the “Agreement”) is made and entered into by Montage Partners, Inc., a Delaware corporation (together with any of its funds or affiliates “Montage”) for the benefit of \_\_\_\_\_, (the “Company”) (Montage and the Company are collectively referred to herein as the “Parties”).

### RECITALS

The following facts are recited to explain the background to this Agreement and to define certain of its terms:

1. The Parties wish to discuss a potential transaction; and
2. In discussing a potential transaction, Montage will be given access to non-public information relating to the operations and financial position of the Company (the “Confidential Information”). The following will not constitute Confidential Information for the purposes of this Agreement: (a) information which has become generally available to the public other than as a result of a disclosure by Montage or its employees or agents, (b) information which was available to Montage on a non-confidential basis prior to its disclosure to Montage by the Company, and (c) information which becomes available to Montage from a source not subject to any prohibition against disclosing such information to Montage.

### TERMS OF AGREEMENT

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Montage agrees to maintain the confidentiality of the Confidential Information and to prevent disclosure thereof to third parties, except those employees, advisors, consultants, lenders, attorneys or other agents that are directly involved in Montage’s consideration of the potential transaction. If Montage is requested or required, by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands, investigation by a regulatory authority or similar process, to disclose the Confidential Information, Montage will promptly notify the Company of such request or requirement so that the Company, at its expense, may seek an appropriate protective order or waive Montage’s compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, Montage is, in the opinion of its counsel, compelled to disclose the Confidential Information, Montage may disclose such information to the party compelling such disclosure without liability hereunder, provided that Montage uses reasonable efforts to preserve the confidentiality of the Confidential Information, including without limitation cooperation with the Company in obtaining an appropriate protective order or other reliable assurance that the Confidential Information will be treated in a confidential manner upon such disclosure.
2. Upon the Company’s written request, Montage shall destroy any Confidential Information then in its possession.

3. This Agreement shall survive the termination of discussions regarding a potential transaction and will expire two (2) years from the date fully executed below.
4. The Parties agree that monetary damages would not be a sufficient remedy for any breach of this agreement and that the Company will be entitled to specific performance and injunctive relief as remedies for any such breach without the requirement of posting a bond or other security.
5. Should a lawsuit be initiated to enforce the terms of this Agreement, or to recover for the breach thereof, the prevailing party therein shall recover from the other, in addition to any damages or other consideration, its reasonable attorney's fees and litigation costs. The Parties agree that the sole jurisdiction of any legal proceedings shall be in the State of Arizona.

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**Dated this** \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**Company or** \_\_\_\_\_

**Montage Partners, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_