

## CONFIDENTIALITY AGREEMENT

This Agreement is made as of \_\_\_\_\_, 201\_ between INCLINE MANAGEMENT CORP. (the "**Company**"), and \_\_\_\_\_ (the "**Transaction Party**") with the intent to be legally bound.

1. Purpose. The parties wish to assure the confidentiality of certain confidential and/or sensitive materials which have been or may be disclosed by one party to the other party in the course of discussions with respect to a potential transaction between the Company and Transaction Party (the "**Purpose**").

2. Confidential Information. As used in this Agreement, the "**Confidential Information**" of a party (the "**Disclosing Party**") means all information concerning or related to the business, operations, financial condition or prospects of the Disclosing Party or any of its Affiliates, regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form and regardless of whether such information was previously disclosed or is hereafter disclosed to the other party (the "**Recipient**"), and specifically includes (a) all information regarding the officers, directors, employees, equity holders, customers, suppliers, distributors, sales representatives and licensees of the Disclosing Party and its Affiliates, in each case whether past, present or prospective, (b) all inventions, discoveries, trade secrets, processes, techniques, methods, formulae, ideas and know-how of the Disclosing Party and its Affiliates, (c) all financial statements, audit reports, budgets and business plans or forecasts of the Disclosing Party and its Affiliates and (d) all information concerning or related to the Purpose; provided, that the Confidential Information of a Disclosing Party does not include (x) information which is or becomes generally known to the public through no act or omission of the Recipient, its Affiliates or any of their respective officers, directors, employees, equity holders, lenders, counsel, accountants and other agents (collectively, "**Representatives**"), (y) information which is developed by the Recipient or its Representatives without reference to the Confidential Information of the Disclosing Party and (z) information which has been or hereafter is lawfully obtained by the Recipient or its Representatives from a source other than the Disclosing Party or its Representatives so long as, in the case of information obtained from a third party, such third party was or is not, to the knowledge of the Recipient, subject to an obligation of confidentiality owed to the Disclosing Party or its Affiliates at the time such Confidential Information was or is disclosed to the Recipient. As used herein, an "**Affiliate**" of a party means an entity which controls, is controlled by or is under common control with such party (and, in the case of the Company, specifically includes Incline Equity Partners III, L.P. and its portfolio companies and general partner), and the term "**control**" means, with respect to any entity, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.

3. Treatment of Confidential Information. Except as otherwise permitted below, each Recipient agrees that it will not, without the prior written consent of the Disclosing Party, disclose any Confidential Information of the Disclosing Party or use any Confidential Information of the Disclosing Party for any purpose other than the Purpose. Notwithstanding the foregoing, each Recipient is permitted to: (a) disclose Confidential Information to its Representatives, but only to the extent reasonably necessary in connection with the Purpose, and such Recipient will direct its Representatives to comply with the terms of this Agreement and will be responsible for any breach of this Agreement by its Representatives; and (b) disclose Confidential Information to the extent, but only to the extent, required by law; provided, that prior to making any such disclosure, the Recipient will notify the Disclosing Party of the same, and the Disclosing Party will have the right to participate with the Recipient in determining the amount and type of Confidential Information, if any, which must be disclosed in order to comply with applicable law.

4. Return of Confidential Information. Each Recipient agrees, promptly after the written request of the Disclosing Party, to return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party which is in tangible form and which is then in its possession (or in the possession of its Representatives), except that each Recipient and its Representatives may retain a copy of all such Confidential Information (a) for use solely in the event of a dispute concerning compliance with this Agreement and (b) as required by law, regulatory authorities or internal compliance policies to which such Recipient or its Representatives are subject. Moreover, nothing requires the alteration, modification, deletion or destruction of backup tapes or other backup media made in the ordinary course of business. All Confidential Information that is retained as permitted by this Section shall remain subject to this Agreement.

5. Miscellaneous. This Agreement: (a) shall commence on the date hereof and expire on the first anniversary of such date; (b) may be amended only by a writing signed by each of the parties; (c) may not be assigned, pledged or otherwise transferred, whether by operation of law or otherwise, without the prior consent of the other party; (d) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument; (e) contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (f) is governed by, and will be construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania; and (g) is binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns. The waiver by a party of any breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach or violation hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Each Recipient acknowledges and agrees that the Disclosing Party may be irreparably damaged in the event that any of the provisions of this Agreement are not performed by the Recipient in accordance with their specific terms. Accordingly, it is agreed that each Disclosing Party is entitled to an injunction or injunctions to prevent breaches of this Agreement by the Recipient and has the right to specifically enforce this Agreement and the terms and provisions hereof against the Recipient in addition to any other remedy to which such Disclosing Party may be entitled at law or in equity.

[signature page follows]

SIGNATURE PAGE TO CONFIDENTIALITY AGREEMENT

INCLINE MANAGEMENT CORP.

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

[TRANSACTION PARTY]

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