

Brian W. Keane
Managing Director

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PERSONAL & CONFIDENTIAL

[DATE]

[COMPANY NAME]
[ADDRESS 1]
[ADDRESS 2]
[CITY, ST ZIP]

Attention: Mr./Ms. _____,

Dear Mr./Ms.- _____:

COMPANY NAME (the “**Company**”) will provide to the Seabrook Partners LLC (“**Seabrook Partners**”) certain information that is not available to the public in connection with an evaluation of the Company’s business.

As used herein, “Confidential Information” means all written confidential or proprietary information concerning the Company or its affiliates or a transaction or engagement contemplated by the Company that is provided to Seabrook Partners by the Company in connection with such transaction or engagement, together with all analyses, compilations, studies or other documents prepared by Seabrook Partners that contain or otherwise reflect such information.

Seabrook Partners agrees that it will not disclose any Confidential Information except to the extent that such disclosure (a) is to the directors, officers, employees, agents and advisors of Seabrook Partners (collectively, “Representatives”) who have a need to know such Confidential Information in connection with the contemplated transaction or engagement, (b) has been consented to by the Company, (c) is required by law, regulation, judicial or governmental order, subpoena or other legal process or is requested or required by any governmental or regulatory authority or stock exchange, or (d) is in connection with any action or proceeding or exercise of remedies related to this agreement or the contemplated transaction or engagement or the relationships referred to above.

Notwithstanding the foregoing, the term “Confidential Information” does not include information that (a) was already in the possession of Seabrook Partners or its Representatives, (b) was or becomes available to the public other than as a result of disclosure by Seabrook Partners or its Representatives in breach of this agreement, (c) was or becomes available to Seabrook Partners or its Representatives from a source other than the Company or its advisers, provided that such source was not known by Seabrook Partners to be bound by any agreement with the Company to keep such information confidential or (d) was independently developed by Seabrook Partners or its Representatives.

COMPANY NAME

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If Seabrook Partners is required by law, regulation, judicial or governmental order, subpoena or other legal process or is requested or required by any governmental or regulatory authority or stock exchange to disclose any Confidential Information, Seabrook Partners will provide the Company with prompt notice (except in the case of regulatory inquiry or examination, and otherwise to the extent practical and permitted by law, regulation or regulatory authority) of such requirement or request so that the Company may seek an appropriate protective order. Seabrook Partners will, upon request, cooperate with the Company in its efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is being disclosed.

All Confidential Information, together with any copies thereof, shall, upon the request of the Company, be returned to the Company or destroyed; provided, that all analyses, compilations, studies or other documents prepared by Seabrook Partners or its Representatives constituting part of the Confidential Information shall be destroyed; and provided, further, that Seabrook Partners shall be permitted to retain all or any portion of the Confidential Information, in accordance with the confidentiality obligations specified in this agreement, to the extent required by applicable law or regulatory authority or Seabrook Partners' internal compliance requirements; and provided, further, that Seabrook Partners shall be entitled to retain copies of any computer records and files containing any Confidential Information which have been created pursuant to its automatic electronic archiving and back-up procedures.

This agreement does not constitute a commitment by Seabrook Partners or any of its affiliates to enter into any transaction or engagement with the Company at any time.

This agreement is governed by the laws of the State of New Delaware without regard to conflicts of law principles that would lead to the application of laws other than the law of the State of Delaware. The Company and Seabrook Partners agree to waive trial by jury in any action, proceeding or counterclaim brought by or on behalf of either party with respect to this agreement.

Seabrook Partners' obligations under this agreement shall terminate one (1) year after the date hereof or, if this agreement relates to an offering of securities, upon any earlier commencement of the marketing of any securities of the Company or its affiliates by Seabrook Partners or its affiliates as contemplated by the parties hereto.

This agreement contains the entire agreement between the Company and Seabrook Partners with respect to the Confidential Information and supersedes any and all prior agreements or understandings with respect thereto. This agreement may be executed in counterparts. Please confirm that the foregoing is in accordance with your understanding of our agreement by signing and returning to us a copy of this letter.

COMPANY NAME

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Very truly yours,

SEABROOK PARTNERS LLC

By: _____

Name: Brian W. Keane

Title: Managing Director

Accepted and agreed to as of the _____ day of February, 2018:

COMPANY NAME

By: _____

Name:

Title: