

MUTUAL CONFIDENTIALITY AGREEMENT

_____, 201_

Company Name

Address

Address Line 2

City, State, Zip

Country

Ladies and Gentlemen:

In connection with consideration by Hilco IP Services, LLC d/b/a Hilco Streambank (“Hilco”) of a proposed transaction involving _____ (“Potential Purchaser”) (Hilco and Potential Purchaser together as the “Parties” and individually as the “Party”) and a client or clients of Hilco to be disclosed by Hilco to Potential Purchaser as a selling party (the “Hilco Client”), the Parties desire to share information in confidence with the other solely for use in evaluating or pursuing a business relationship involving the potential purchase and/or sale of certain intellectual property assets, including, without limitation IPv4 address blocks (the “Transaction”). The Parties will provide each other with certain confidential material, including, without limitation (i) non-public information concerning the business, prospects, operations, financial structure and assets of the Parties, (ii) all analyses, compilations, forecasts, studies or other documents prepared by the Parties or their Representatives (as defined below), (iii) the names of the Hilco Client and buying parties, and their Representatives, and (iv) descriptions of the assets for sale, including without limitation specific IP Address block numbers and Points of Contact (collectively, the “Evaluation Material”). As a condition to, and in consideration of, the furnishing of said Evaluation Material, the Parties agree to treat the Evaluation Material in accordance with the following:

1. The Parties agree that the Evaluation Material is confidential and will be used by the Parties for the sole purpose of determining Parties’ interest in the Transaction. The Parties may disclose the Evaluation Material to the Parties’ members, managers, partners, officers, directors, legal or financial advisors, representatives, lenders, affiliates and potential co-investors (the “Representatives”) (i) who are involved in evaluating and/or approving the Transaction, (ii) who are informed by the receiving Party of the confidential nature of the Evaluation Materials, and (iii) who agree to act in accordance with the terms of this letter mutual confidentiality agreement (“Agreement”). The Parties agree to take reasonable precautions to maintain the confidentiality of the Evaluation Material and to inform each such Representative of the confidential nature of the Evaluation Material and to obtain a Representative’s agreement to comply with this Agreement prior to said Representative receiving any Evaluation Material. The Parties shall be responsible for the actions of its Representatives who receive Evaluation Material.
2. The term “Evaluation Material” does not include any information: (a) that is or becomes publicly available (other than as a result of a breach by the receiving Party of this Agreement); (b) which is or becomes available to the receiving Party or its Representatives from a source other than the disclosing

Party, provided the receiving Party has no actual knowledge that such source was bound by a confidentiality agreement with respect to such information; (c) that has been or shall be otherwise independently acquired or developed by the receiving Party or any of its Representatives without violating the terms of this Agreement; or (d) is known by the receiving Party or its Representatives prior to its disclosure to the receiving Party, provided, however, notwithstanding any other provision of this Paragraph 2, Potential Purchaser acknowledges and agrees that, at all times, the Hilco Client's specific IP address information and the fact that the Hilco Client is offering the IP addresses for sale shall be included within the definition of Evaluation Material and shall be treated as confidential by Potential Purchaser in accordance with this Agreement.

3. In the event a Party is requested or compelled by court order, decree, subpoena or other process or requirement of law to disclose the Evaluation Material, the receiving Party shall provide reasonably prompt written notice (unless such notice is prohibited by law) to the disclosing Party of any such requirement so that the disclosing Party may, at its option and expense, seek a protective order or other appropriate remedy. The receiving Party agrees to cooperate with the disclosing Party in any such proceeding, at the expense of the disclosing Party, provided that the foregoing shall not be construed to require the receiving Party or its Representatives to undertake litigation or other legal proceedings on their own behalf. Regardless of whether or not such protective order or other appropriate remedy is obtained, the receiving Party will only furnish that portion of the Evaluation Material that it is legally required to turn over.
4. If either Party determines that it is not interested in pursuing the Transaction with the other Party or if either Party terminates negotiations with respect to the Transaction, upon written request from disclosing Party, the receiving Party shall promptly return to the disclosing Party the Evaluation Material furnished to the receiving Party pursuant hereto or promptly destroy all such Evaluation Material. Any oral information will continue to be subject to the terms of this Agreement. Notwithstanding the foregoing, the receiving Party may retain all analysis, computations, studies or reports prepared by the receiving Party or its Representatives and/or any extracts from the Evaluation Material contained in such analysis, computations, studies or reports but any such retained information must be kept confidential and subject to the terms hereof and further the receiving Party agrees not to make this information available to the disclosing Party's competitors following the expiration of the Term of this Agreement.
5. None of the Parties, the Hilco Client and their respective Representatives make any representation or warranty as to the accuracy or completeness of the Evaluation Material, although the Parties shall endeavor to include information which they believe to be relevant for purposes of Parties' evaluation. Neither the Parties nor the Hilco Client shall have any liability to each other relating to, or resulting from, the use of the Evaluation Material, except pursuant to any representation or warranty set forth in a Definitive Agreement between the Hilco Client and Potential Purchaser when and if executed.
6. It is understood and agreed that money damages would not be a sufficient remedy for a breach of this Agreement and that in addition to all other remedies available at law or in equity, the Parties shall be entitled to equitable relief, including injunction and specific performance, without proof of actual damages. The rights and remedies of the Parties will not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the disclosing Party to the receiving Party or its Representatives or by any failure of or delay by the disclosing Party in ascertaining or exercising any such rights or remedies. The non-breaching Party shall be entitled to recover the cost of enforcing the understandings and agreements as reflected herein, including, without limitation, any reasonable attorneys' fees and costs incurred. The breaching Party shall indemnify, defend and hold harmless the non-breaching Party for, from and against all damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees and costs) arising out of or with respect to any breach of this Agreement.

7. Except as stated herein, the Parties' obligations of confidentiality under this Agreement shall expire three years from the date of this Agreement ("Term").
8. Each receiving Party shall exercise the same degree of care to prevent the disclosure of the disclosing Party's Evaluation Material as the receiving Party takes to preserve and safeguard its own proprietary information of a similar nature, but in any event not less than reasonable care.
9. This Agreement shall be governed by the internal laws of the State of New York without giving effect to conflict of law principles.
10. Each of the Parties agrees that unless a definitive purchase and sale agreement ("Definitive Agreement") has been executed and delivered by the Hilco Client and Potential Purchaser with respect to a Transaction, neither Party nor the Hilco Client will be under any legal obligation of any kind whatsoever with respect to any such Transaction by virtue of this Agreement, except that the Parties shall have a legal obligation with respect to the matters expressly agreed to herein.
11. This Agreement shall not be assigned by Potential Purchaser.
12. The Parties expressly agree and covenant with each other that the Hilco Client is an intended third party beneficiary of this Agreement and the Hilco Client shall have all rights provided herein (including without limitation, all of the rights described in Paragraph 6 hereof) to enforce this Agreement against Potential Purchaser, at law and/or in equity, for a violation/breach of this Agreement.
13. This Agreement embodies the entire understanding between the Parties hereto with respect to the Evaluation Material and supersedes any prior agreements relating thereto.
14. This Agreement may only be modified in a writing which is executed by the Parties.
15. The Parties waive their right to trial by jury relating to any breach hereof.

Please confirm your agreement to the foregoing by signing and returning one originally executed copy of this letter to us.

Very truly yours,

Hilco IP Services, LLC d/b/a Hilco Streambank

Name:
Title:
Date:

Read and Agreed to:

Name:
Title:
Date: