

Highly Sensitive Information Non-Disclosure Agreement

You have requested access to certain information that is highly sensitive and requires additional protection by Pantheon and its affiliates ("Company," "we" or "us") for the purpose of evaluating a potential business opportunity with the Company and/or assessing our compliance with the terms of our existing business relationship with you (the "Purpose").

BY YOUR ELECTRONIC ACCEPTANCE OR EXECUTION OF THIS AGREEMENT, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO ACCESSING THE INFORMATION, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, AND ANY OTHER TERMS REFERENCED HEREIN (THE "AGREEMENT").

You further represent to us that you are lawfully able to enter into contracts. If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

1. "Protected Information" means the information contained in this document. You will not disclose any Protected Information under any circumstances whether or not such information can be established as publicly known, disclosed or known by you prior to this Agreement, or otherwise generally available through no action or inaction on your part.
2. Non-use and Non-disclosure. You will not use the Protected Information for any reason except the Purpose. You will not disclose any Protected Information to third parties or to your employees, except to those employees who are required to have the Protected Information in connection with the Purpose and under protective standards no less stringent than this Agreement. If any disclosure to a third party is required, you will direct them to Pantheon for authorized access.
3. Maintenance of Confidentiality. You will protect the secrecy of and avoid disclosure and unauthorized use of the Protected Information. Without limiting the foregoing, you will take at least those measures that you take to protect your own most highly Protected Information. You will not make any copies of Protected Information unless we approve in writing by the legal department of Pantheon. You will immediately notify us if there is any unauthorized use or disclosure of the Protected Information.
4. Compelled Disclosure. If you become legally compelled to disclose any Protected Information, you will provide us with prompt written notice and will assist us in seeking a protective order or another appropriate remedy. In all cases, you will only furnish Protected Information that is legally required to be disclosed and additionally seek a protective order at Pantheon's reasonable expense.
5. No Obligation. Nothing in this Agreement obligates you or us to proceed with any transaction, and each party reserves the right, in its sole discretion, to terminate the discussions that the Purpose contemplates.
6. No Warranty. ALL PROTECTED INFORMATION IS PROVIDED "AS IS." YOUR ACCESS AND USE OF THE PROTECTED INFORMATION IS AT YOUR OWN RISK.
7. Return of Materials. Upon our request, you will (a) promptly deliver to us all Protected Information, without retaining any copies, and (b) promptly destroy analyses, studies, and other documents prepared based on the Protected Information, without retaining copies.
8. No License. Nothing in this Agreement is intended to grant any rights to you under any patent, copyright, or other

intellectual property right of ours, nor does this Agreement grant you any rights in or to the Protected Information, except as expressly set forth in this Agreement.

9. Term. This Agreement will survive until all Protected Information is no longer trade secret and becomes publicly known and made generally available by Pantheon through no action or inaction of you.
10. Remedies. You acknowledge that any breach or threatened breach of this Agreement would cause irreparable harm to us, and in addition to any other remedies at law or in equity that we may have, we are entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.
11. Miscellaneous. This Agreement will bind and inure to the benefit of the parties and their successors and assigns; except that you may not assign or otherwise transfer this Agreement, by operation of law or otherwise, (including by merger, reorganization, consolidation, change of control, or sale of all or substantially all of your assets to which this Agreement pertains), without our prior written consent. This Agreement will be governed by the laws of the state of California, without reference to conflict of laws principles. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement, except that if there is any other nondisclosure agreement between the parties and if any of the provisions set forth in this Agreement conflict with any provisions in such agreement, then the provisions that are more protective of our Protected Information will prevail and any information disclosed under this Agreement will be considered our Protected Information under such agreement. If a court or other body of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Any failure to enforce any provision of this Agreement will not constitute a waiver of that provision or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties.