



Seattle
Chicago
Pittsburgh
New York

CONFIDENTIALITY AGREEMENT #232301

Ladies and Gentlemen:

ACT Capital Advisors, LLC ("ACT") is acting as advisor to a legal process outsourcing company (the "Company") to be introduced by ACT to you upon execution of this letter agreement (the "Letter Agreement"). In connection with your possible interest in a potential acquisition (the "Transaction") of the Company, you have requested that ACT, the Company or our respective representatives furnish you or your representatives with certain information relating to the Company or the Transaction. All such information, customer lists, data, documents, agreements, files and other materials (in any form or medium of communication, including whether disclosed orally or disclosed or stored in written, electronic or other form or media) relating directly or indirectly to the Company or any of its subsidiaries or any of their respective businesses, affairs, assets, properties or prospects, whether or not marked or otherwise identified as "confidential," furnished (whether before or after the date hereof) by ACT, the Company or our respective directors, officers, employees, affiliates, representatives (including, without limitation, financial advisors, attorneys and accountants) or agents (collectively, "our Representatives") to you or your directors, officers, employees, affiliates, representatives (including, without limitation, financial advisors, attorneys and accountants) or agents or your potential sources of financing for the Transaction (collectively, "your Representatives") including, without limitation, all notes, analyses, compilations, reports, forecasts, data, studies, samples, interpretations, summaries and other documents and materials (in any form or medium of communication, whether oral, written, electronic or other form or media) prepared by or for you or your Representatives in connection with your or their review of, or your interest in, the Transaction that contain, reflect or are derived or based in whole or in part on any such information, data, documents, agreements, files or other materials is hereinafter referred to as the "Information." The term Information will not, however, include information which (i) at the time of disclosure or thereafter is generally available to and known by the public other than as a result of a disclosure by you or your Representatives in violation of this Letter Agreement or other obligation of confidentiality or (ii) is or becomes available to you on a non-confidential basis from a source (other than ACT, the Company or our Representatives) not prohibited from disclosing such information to you by a legal, contractual or fiduciary obligation.

Accordingly, you hereby agree that:

1. You and your Representatives (i) will keep the Information confidential and will not (except as required by applicable law, regulation or legal process, and only after complying with paragraph 3 below), without ACT's or the Company's prior written consent, disclose any Information in any manner whatsoever, in whole or in part, (ii) will protect the Information using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized use, dissemination or publication as uses to protect your and your Representatives own confidential information of a similar nature and (iii) will not use the Information for any purpose other than to evaluate, negotiate and

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consummate the Transaction; provided, however, that you may reveal the Information or portions thereof to your Representatives (a) to the extent necessary to permit your Representatives to assist in evaluating, negotiating and consummating the Transaction, (b) who are informed by you of the confidential nature of the Information and (c) who are directed by you to treat the Information in a manner consistent with the terms of this Letter Agreement. You will be responsible for any breach of this Letter Agreement by any of your Representatives. Without limiting the generality of the foregoing, you recognize and acknowledge the competitive value and confidential nature of the Information and that irreparable damage could result to the Company if information contained therein is disclosed to any third party in violation of this Letter Agreement.

2. You and your Representatives will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without ACT's or the Company's prior written consent, disclose to any person: (i) the fact that the Information exists or has been made available to you or your Representatives; (ii) that you are considering the Transaction involving the Company, or that discussions or negotiations are taking or have taken place concerning the Transaction or involving the Company; or (iii) any term, condition or other fact relating to the Transaction or such discussions or negotiations, including, without limitation, the status thereof or the subject matter of this Letter Agreement.
3. In the event that you or any of your Representatives, in the opinion of counsel, are required by law, regulation or legal process to disclose any of the Information, the fact that the Information exists or has been made available to you or your Representatives, that you are considering the Transaction involving the Company, or that discussions or negotiations are taking or have taken place concerning the Transaction or involving the Company or any term, condition or other fact relating to the Transaction or such discussions or negotiations, including, without limitation, the status thereof or the subject matter of this Letter Agreement, you will give prompt prior written notice of such request or requirement to ACT and the Company (unless prohibited by law) so that the Company may seek an appropriate protective order or other appropriate remedy or, in ACT and the Company's sole discretion, waive compliance with the terms of this Letter Agreement (and if the Company seeks such an order, you will provide such cooperation as ACT or the Company shall reasonably request). In the event that no such protective order or other remedy is obtained and you or any of your Representatives are nonetheless legally compelled to disclose such Information, you or your Representatives, as the case may be, will furnish only that portion of the Information which you are advised by counsel is legally required to be disclosed and will give ACT and the Company written notice (unless prohibited by law) of the Information to be disclosed as far in advance as practicable and exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such Information.
4. If you determine not to proceed with the Transaction, you will promptly inform ACT of that decision. In that case, or at any time upon the written request of ACT, the Company or any of our Representatives, you and your Representatives will (i) promptly, and in any event no later than [five] days after the request, destroy or deliver to the Company, at

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your own expense, all copies of the Information in your or your Representatives' possession that was delivered to you by ACT, the Company or our Representatives and (ii) promptly destroy all analyses, compilations, summaries, studies and other material prepared by you or your Representatives and based in whole or in part on, or otherwise containing or reflecting any of, the Information. You will confirm any such destruction of Information to ACT and the Company in writing. Notwithstanding the return or destruction of the Information, you and your Representatives will continue to be bound by your obligations of confidentiality and other obligations hereunder and the Information will continue to be subject to the terms of this Letter Agreement.

5. You and your Representatives acknowledge that none of ACT, the Company or our Representatives, or any of our or their respective officers, directors, employees, agents or controlling persons make any representation or warranty, express or implied, as to the accuracy or completeness of the Information, and you and your Representatives agree that no such person will have any liability relating to the Information or for any errors therein or omissions therefrom. You and your Representatives further agree that you are not entitled to rely on the accuracy or completeness of the Information and that you will be entitled to rely solely on such representations and warranties as may be included in any definitive agreement with respect to the Transaction, when, as and if executed, subject to such limitations and restrictions as may be contained therein.
6. You and your Representatives agree that, for a period of two years from the date of this Letter Agreement, you and your Representatives will not, without the prior written consent of the Company, directly or indirectly, solicit for employment or hire any officer, director or employee of the Company or any of its subsidiaries; provided, however, that the foregoing provision will not prevent you from employing any such officer, director or employee who contacts you on his or her own initiative without any direct or indirect solicitation by or encouragement from you or your Representatives pursuant to a general solicitation that is not directed specifically to any such officer, director or employee. You and your Representatives also agree that until the earlier of (a) the consummation of a Transaction between the Company and you or (b) two years from the date of this Letter Agreement, you and your Representatives will not, without the prior written consent of the Company, use the Information to solicit or attempt to solicit any supplier, contractor, distributor, broker or customer of the Company.
7. If, at the enforcement of paragraph 6, a court of competent jurisdiction holds that the duration restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration reasonable under such circumstances will be substituted for the stated duration and that the court will be permitted to revise the restrictions contained in Section 6 to cover the maximum duration permitted by law.
8. You agree that all (i) communications regarding the Transaction, (ii) requests for additional information, facility tours or management meetings and (iii) discussions or questions regarding procedures with respect to the Transaction, will be first submitted or directed to ACT and not to the Company. You further agree that for a period of two years following the expiration or termination of this Letter Agreement, you will not initiate

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contact with the Company for purposes of soliciting or discussing a Transaction, except through ACT. You and the Company understand and agree that no contract or agreement in respect of the Transaction shall be deemed to exist between you and the Company unless and until a written definitive agreement has been executed and delivered, and you hereby waive, in advance, any claims (including without limitation, breach of contract) in connection with the Transaction unless and until you and the Company shall have entered into a written definitive agreement. For purposes of this paragraph, the term "written definitive agreement" does not include an executed letter of intent or any other preliminary written agreement (except to the extent such documents contain explicitly binding provisions), nor does it include any written or verbal acceptance of an offer or bid. You acknowledge and agree that (a) ACT, the Company and our Representatives are free to conduct the process relating to a possible Transaction as ACT, the Company and our Representatives, in our sole discretion, determine (including, without limitation, conduct of the due diligence process, negotiating with any prospective purchaser and entering into a preliminary or definitive agreement to effect a Transaction without prior notice to you or any other person), (b) ACT and the Company reserve the right, in our sole discretion, to change the procedures relating to the Company's consideration of the Transaction at any time without prior notice to you or any other person, to reject any and all proposals made by you or any of your Representatives with respect to the Transaction and to terminate discussions and negotiations with you at any time and for any reason and (c) unless and until a written definitive agreement concerning the Transaction has been executed, none of ACT, the Company or any of our Representatives will have any liability to you with respect to the Transaction or any obligation of any kind whatsoever with respect to a Transaction, whether by virtue of this Letter Agreement, any other written or oral expression with respect to the Transaction or otherwise.

9. You acknowledge that the Company is intended to be benefited by this Letter Agreement and that the Company shall be entitled to enforce this Letter Agreement and obtain for itself the benefit of any remedies that may be available for the breach hereof.
10. You acknowledge that money damages would not be a sufficient remedy to protect ACT and Company against any actual, potential or threatened breach of this Letter Agreement by you or your Representatives, and, without prejudice to any other rights and in addition to all other remedies that ACT or the Company may be entitled to, you and your Representatives agree that ACT and the Company shall be entitled to seek specific performance and injunctive or other equitable relief without proof of damages and without the necessity of posting any bond or other security as a remedy for any such actual, potential or threatened breach. You agree that, in the event of any such actual, potential or threatened breach, by you or your Representatives to provide prompt written notice to ACT and the Company thereof. In the event of litigation relating to this Letter Agreement, if a court of competent jurisdiction determines in a final, nonappealable order that this Letter Agreement has been breached by you or your Representatives, then, in addition to all other damages to which the Company may be entitled, you will also reimburse the Company for its costs and expenses (including, without limitation, reasonable legal fees, court costs and expenses) incurred in connection with such litigation.

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11. You and your Representatives agree that no failure to exercise, or delay in exercising, any right, remedy, power or privilege by ACT, the Company or our Representatives arising from this Letter Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
12. To the extent that the Information includes any materials or other information subject to attorney-client privilege, work product doctrine or any other applicable privilege or doctrine concerning pending or threatened legal proceedings or governmental investigations, the parties understand and agree that they have a commonality of interest with respect to such matters and it is their desire, intention and mutual understanding that the sharing of such material or other information is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or information or its continued protection under attorney-client privilege, work product doctrine or other applicable privilege or doctrine as a result of disclosing any Information (including Information related to pending or threatened litigation) to you or any of your Representatives.
13. This Letter Agreement will be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts between residents of that State and executed in and to be performed entirely within that State. Each party hereto consents to personal jurisdiction in that State and voluntarily submits to the jurisdiction of the courts of that State in any action or proceeding with respect to this Letter Agreement, including the federal district courts located in that State. You agree that you may be served with process at your address set forth on the first page hereof.
14. This Letter Agreement sets forth the entire agreement between you and ACT regarding the Information, and no provision of this Letter Agreement may be waived, amended or modified, in whole or in part, nor any consent given, unless approved in writing by a duly authorized representative of ACT, which writing specifically refers to this Letter Agreement and the provision so amended or modified or for which such waiver or consent is given. In the event that any provision of this Letter Agreement is deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Letter Agreement will not in any way be affected or impaired thereby.
15. Neither this Letter Agreement nor any of the rights or obligations hereunder may be assigned by you without the prior written consent of ACT. Any purported assignment without such consent shall be void and unenforceable. Any purchaser of the Company or all or substantially all of the assets of the Company shall be entitled to the benefits of this Letter Agreement, whether or not this Letter Agreement is assigned to such purchaser.

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Please confirm your agreement with the foregoing by signing and returning to the undersigned a duplicate copy of this letter enclosed herewith.

Very truly yours,

ACT CAPITAL ADVISORS, LLC

DocuSigned by:

 Name: Belinda Ephraim
 Title: Managing Director

Accepted and agreed to as of the date first written above:

Company: _____

By: _____

Name: _____

Title: _____

Email: _____

Phone Number: _____

Date: _____