THIS NONDISCLOSURE AGREEMENT (this "Agreement") is entered into as of [__________], 200_ by and among Prospective Portfolio Company, Inc., a Delaware corporation (the "Company"), and Sample General Partner I, L.L.C., a Delaware limited liability company (the "General Partner"), acting in its capacity as general partner or managing member of Sample Fund I, L.P., a Delaware limited partnership, Sample Affiliates Fund I, L.P., a Delaware limited partnership, and Sample Principals Fund I, a Delaware Multiple Series LLC (each a "Fund," and collectively the "Funds"). Together, the Company, the General Partner and the Funds are referred to herein as the "Parties."

WHEREAS, the Parties have commenced discussions regarding a proposed investment in the Company by the Funds (the "Proposed Investment"); and

WHEREAS, as a component of their evaluation of the Proposed Investment, the General Partner and the Funds desire to receive and review certain Company information that the Company considers confidential and proprietary; and

WHEREAS, the Company desires to receive certain assurances regarding the treatment of such information and the General Partner and the Funds desire to provide such assurances without inappropriately impairing their ability to otherwise conduct their activities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows.

1. **Definition of Confidential Information.**

   1.1 Subject to the provisions of this Agreement, "Confidential Information" shall include [Alternative 1, for use where it is possible to have a narrowly tailored definition: the following types of information provided by the Company to the General Partner or the Funds for the purpose of facilitating their evaluation of the Proposed Investment: (i) information specifically relating to the widget technology contained in the following documents . . .; and (ii) details regarding the whatsit transaction contained in the following agreements . . . .] [Alternative 2, for use where a broad definition is required: all information of a confidential and proprietary nature provided by the Company to the General Partner or the Funds for the purpose of facilitating their evaluation of the Proposed Investment.]

   1.2 Information shall be treated as Confidential Information only if: (i) provided in writing [and conspicuously marked "Confidential"]; or (ii) identified as confidential at the time initially provided in non-written format, then provided in written format [and conspicuously marked "Confidential"] within [15] days.

   1.3 Except as otherwise agreed by the Parties, Confidential Information shall not include information provided by the Company more than [6] months after the date first above written. Confidential Information also shall not include information that, as of the time of determination: (i) has been developed or otherwise obtained independently of the Company by the General Partner or the Funds; (ii) is or has been
available to the public or via sources generally accessible by the public (other than due to breach of this Agreement by the General Partner or a Fund); (iii) is or has been made available by the Company to one or more third parties not subject to a binding nondisclosure and limited use obligation; (iv) was provided by the Company to the General Partner or a Fund more than [12] months prior to such date of determination; or (v) is of a general, conceptual, or similarly non-specific nature (e.g., ideas, concepts, strategic-level plans, and general business approaches).

2. **Limitation on Disclosure and Use of Confidential Information.**

2.1 Subject to the provisions of this Agreement, the General Partner and the Funds shall use Confidential Information solely for the purpose of evaluating the Proposed Investment and shall not disclose Confidential Information to third parties. In satisfying their obligations under this Section 2.1, the General Partner and the Funds shall apply at least the same degree of care as they apply with regard to their own confidential information of like or similar kind, but in no event less than reasonable care.

2.2 The General Partner and the Funds may disclose Confidential Information: (i) as required by applicable law or the rules of any governmental agency or securities exchange; (ii) to attorneys, accountants, consultants, and other advisors assisting with the evaluation of the Proposed Investment, provided that such advisors are subject to a duty of confidentiality and limited use in respect thereof; and (iii) to other entities affiliated with the General Partner (such as a back-office management or advisory entity or another investment fund, but not including an investee/portfolio company, the "GP Affiliates"), provided that the General Partner and the Funds shall ensure such entities comply with limitations on the disclosure and use of Confidential Information in the same manner as if the General Partner and the Funds had executed this Agreement on such entities' behalf.

2.3 The Company acknowledges and agrees that: (i) the General Partner and the Funds are engaged in the activity of making venture capital and growth investments in a variety of companies at various stages of development (the "Venture Capital/Growth Investment Business"); (ii) in the course of carrying on the Venture Capital/Growth Investment Business, the General Partner and the Funds receive and review confidential and proprietary information from many sources, invest in many companies, and mentor, advise and otherwise interact with (including by providing individuals to serve on the boards of) investee/portfolio companies, any of which may be competitive with or otherwise adverse to the Company; and (iii) it is not the intention of the Parties that this Agreement interfere with the ability of the General Partner and the Funds to carry on the Venture Capital/Growth Investment Business. The Company further acknowledges that, if the Proposed Investment is consummated, the Company will seek to benefit from mentoring and advice from, and other interactions with, the General Partner and the Funds. Accordingly, the Company agrees that the General Partner, the Funds, and the GP Affiliates shall not be precluded from: (i) using any information in evaluating any investment opportunity; (ii) investing in any company; or (iii) incorporating Residual Confidential Information into mentoring, advising and similar activities relating to investee/portfolio companies, provided that such Residual Confidential Information is so incorporated solely in good faith, on a conceptual or similarly high-level basis, and not in a manner that discloses specific details of such Confidential Information to such investee/portfolio companies. As used in this Agreement, "Residual Confidential Information" shall mean information retained in the unaided memories of individuals associated with the General Partner, a Fund or a GP Affiliate.

2.4 Except as otherwise specifically provided in this Section 2, nothing in this Agreement shall be deemed a license or other authorization to use Confidential Information for any purpose.
3. **Termination.**

3.1 The Company may cease providing Confidential Information at any time. The General Partner or any Fund may, at any time, notify the Company that this Agreement shall not apply to information provided subsequent to such notice; any information thereafter provided by the Company to the General Partner or a Fund shall not be Confidential Information. Any notification to the Company by the General Partner or a Fund that it has no further interest in evaluating or proceeding with the Proposed Investment shall be deemed a notice pursuant to the preceding sentence.

3.2 [At any time, the Company may request the return or destruction of Confidential Information. Within 90 days following such request, the General Partner and the Funds shall use commercially reasonable efforts to return to the Company, or at their election destroy, copies of Confidential Information [(other than copies contained solely in electronic back-ups or archives)] in their possession or the possession of GP Affiliates; provided, however, that the General Partner, the Funds and the GP Affiliates shall be entitled to retain Confidential Information to the extent: (i) incorporated into internal analyses, assessment memoranda or similar documents; or (ii) required to be retained under applicable law or the rules of any governmental agency or securities exchange.]

3.3 The General Partner and the Funds shall have no further obligations under this Agreement from and after the date of any investment in the Company by one or more of the Funds, it being the intention of the Parties that all such obligations shall be superseded by the definitive agreements relating to such investment.

4. **Miscellaneous.**

4.1 Nothing in this Agreement shall be deemed a representation or assurance by the Company as to the accuracy, completeness or other attributes of any Confidential Information; provided, however, that the Company shall not disclose to the General Partner or the Funds information in violation of applicable law or other binding obligations.

4.2 Nothing in this Agreement shall impose upon any Party an obligation to undertake any efforts or activities in furtherance of or to consummate the Proposed Investment.

4.3 No Party shall make any public statements or announcements regarding this Agreement or the Proposed Investment. [The Company additionally shall not, without the General Partner's consent, disclose the identity of the General Partner or the Funds, in relation to this Agreement or the Proposed Investment, in any communication with any third party other than the Company's attorneys, accountants or similar advisors bound by a duty of confidentiality.]

4.4 In the event any provision of this Agreement is determined to constitute a violation of applicable law, such provision shall be deemed severed from the remainder of this Agreement and replaced with a valid provision as similar in intent as reasonably possible to the provision so severed, and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

4.5 This Agreement contains the entire understanding among the Parties, and supersedes any prior written or oral agreement between them, regarding the subject matter hereof. Without limitation on the preceding sentence, there are no representations, agreements, arrangements, or understandings, oral or written, among the Parties relating to limitations on the disclosure or use of Confidential Information which are not fully expressed in this Agreement.
4.6 This Agreement may be executed in any number of counterparts and, when so executed, all of such counterparts shall constitute a single instrument binding upon all Parties notwithstanding that all Parties are not signatory to the original or to the same counterpart.

4.7 This Agreement shall be amended only through a written amendment executed by all Parties. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof; any actual waiver shall be contained in a writing signed by the Party against whom enforcement of such waiver is sought.

4.8 The law firm of Wilson Sonsini Goodrich & Rosati, Professional Corporation ("WSGR"), has served as legal counsel solely to the General Partner and the Funds in connection with the preparation of this Agreement. The Parties acknowledge that WSGR represents the General Partner and the Funds, and may separately represent the Company, on other matters; that such separate representations may have provided WSGR with confidential information of one or more Parties that could impact the course of WSGR's activities and the exercise of its judgment in the preparation of this Agreement; that such separate representations could provide WSGR with an incentive to place the interests of a Party ahead of the interests of another Party; and that the Parties have conflicting interests with respect to the preparation of this Agreement. Each of the Parties acknowledges that it has had the opportunity to consult with its own separate counsel (other than WSGR) to the extent that it has determined to be appropriate. Each of the Parties hereby represents that it has the level of knowledge and sophistication (either alone or with the assistance of its own separate counsel) necessary to provide its informed consent to the provisions of this Section 4.8 without additional guidance from WSGR. The Parties hereby approve WSGR's role in the preparation of this Agreement as described in this Section 4.8.

4.9 This Agreement and the transactions contemplated hereby shall be governed by the laws of the State of Delaware, without regard to conflicts of laws principles, and as such laws are applied in connection with agreements entered into and wholly performed upon in Delaware by residents of Delaware.

4.10 All notices, consents, agreements, elections, amendments, and approvals provided for or permitted by this Agreement shall be in writing. Except as otherwise specifically provided in this Agreement, notice to a Party shall be deemed duly given upon the earliest to occur of the following: (i) personal delivery to such Party, to the address set forth on Schedule A hereto for such Party, or to any other address which such Party has provided to the other Parties for purposes of this Section 4.10; (ii) the tenth business day after being deposited in the mail (in a country in which a Party is domiciled), registered or certified, postage prepaid and addressed to such Party at the address set forth on Schedule A for such Party, or at any other address which such Party has provided to the other Parties for purposes of this Section 4.10; (iii) the third business day after being deposited with an internationally recognized overnight delivery service, with delivery charges prepaid, addressed as provided in the preceding clause, and marked for delivery no later than such third business day; or (iv) actual receipt by such Party via any other means (including public or private mail, electronic mail, facsimile, telex or telegram); provided, however, that notice sent via electronic mail shall be deemed duly given only when actually received and opened by the Party to whom it is addressed. For purposes of this Section 4.10, "business days" shall exclude Saturdays and Sundays and shall otherwise be determined by reference to the laws of the jurisdiction from which the applicable notice is sent.

4.11 Any controversy or claim arising out of or relating to this Agreement (including any controversy or claim relating to the validity, scope or enforceability of this Section 4.11) shall be resolved exclusively through binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon an award arising in connection therewith may be entered in any court of competent jurisdiction. The Parties expressly acknowledge that, under the preceding sentence, they are waiving their right to a jury trial with regard to all matters for which arbitration is required. Any arbitration, mediation, court action, or other adjudicative proceeding arising out of or relating to this Agreement shall be held in
[Santa Clara County, California] or, if such proceeding cannot be lawfully held in such location, as near thereto as applicable law permits. The prevailing party or parties in any arbitration, mediation, court action, or other adjudicative proceeding arising out of or relating to this Agreement shall be reimbursed by the party or parties who do not prevail for their reasonable attorneys, accountants and experts fees and related expenses (including reasonable charges for in-house legal counsel and related personnel) and for the costs of such proceeding. In the event that different parties prevail on different issues, the rule set forth in the preceding sentence shall be adjusted to, as closely as reasonably possible, give equitable effect to the underlying intent that a party prevailing on a particular issue shall recover costs for advancing its position on that issue.

[Remainder of this page intentionally left blank; signature page follows.]
IN WITNESS WHEREOF, the Parties have executed this Nondisclosure Agreement as of the date first above written.

COMPANY:

PROSPECTIVE PORTFOLIO COMPANY, INC.,
a Delaware corporation

By:

________________________________________
Name:
Title:

GENERAL PARTNER:

SAMPLE GENERAL PARTNER I, L.L.C.,
a Delaware limited liability company

By:

________________________________________
Name:
Title:

THE FUNDS:

SAMPLE FUND I, L.P.,
a Delaware limited partnership

By: Sample General Partner I, L.L.C.,
a Delaware limited liability company
Title: General Partner

By:

________________________________________
Name:
Title:
SAMPLE AFFILIATES FUND I, L.P.,
a Delaware limited partnership

By:  Sample General Partner I, L.L.C.,
a Delaware limited liability company
Title:  General Partner

By:

__________________________________
Name:  
Title:  

SAMPLE PRINCIPALS FUND I,
a Delaware Multiple Series LLC

By:  Sample General Partner I, L.L.C.,
a Delaware limited liability company
Title:  Managing Member

By:

__________________________________
Name:  
Title:  

SCHEDULE A
PARTY CONTACT INFORMATION

COMPANY:
Prospective Portfolio Company, Inc.,
a Delaware corporation
[insert address]
Attn:
Telephone:
Facsimile:
E-mail:

GENERAL PARTNER:
Sample General Partner I, L.L.C.,
a Delaware limited liability company
[insert address]
Attn:
Telephone:
Facsimile:
E-mail:

FUNDS:
Sample Fund I, L.P.,
a Delaware limited partnership
c/o Sample General Partner I, L.L.C.,
a Delaware limited liability company
[insert address]
Attn:
Telephone:
Facsimile:
E-mail:

Sample Affiliates Fund I, L.P.,
a Delaware limited partnership
c/o Sample General Partner I, L.L.C.,
a Delaware limited liability company
[insert address]
Attn:
Telephone:
Facsimile:
E-mail: