

PERSONAL & CONFIDENTIAL

Elevate Holdings, Inc.

Gentlemen:

The undersigned requests certain non-public information regarding Elevate Holdings, Inc. (the "Company") in connection with the consideration of a possible investment in the Company (the "Investment"). As a condition to furnishing such information, the undersigned is aware that the Company is requiring that the undersigned agree, as set forth below, to treat confidentially such information and any other information furnished to the undersigned by or on behalf of the Company (whether prepared by the Company, its representatives or otherwise and irrespective of the form of communication), whether furnished before, on or after the date of this letter (collectively, the "Evaluation Material").

The undersigned hereby agrees not to use any of the Evaluation Material in any way for any purpose other than in connection with the evaluation of the possible Investment. The undersigned agrees that the Evaluation Material will not be used for competitive purposes or to obtain any commercial advantage with respect to the Company or its business, and that such information will be kept confidential by the undersigned; provided, however, that any of such information may be disclosed to such of my representatives and other agents (collectively, the "Agents") who need to know such information to assist the undersigned with such evaluation (it being understood that such Agents shall be informed by the undersigned of the confidential nature of such information, shall be directed by the undersigned to treat such information confidentially and shall agree to be bound by this agreement). The undersigned agrees to be responsible for any breach of this agreement by the undersigned or any such Agents. In the event that the undersigned or any such Agents should be requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any information supplied in the course of dealing with the Company, it is agreed that the undersigned will provide the Company with prompt notice of any such request, so that the Company may seek an appropriate protective order and/or waive compliance with the applicable provisions of this agreement. It is further agreed that if, in the absence of a protective order or the receipt of a waiver hereunder, the undersigned is nonetheless, in the opinion of counsel, legally compelled to disclose information concerning the Company to any tribunal or else to be liable for contempt or suffer other censure or penalty,

the undersigned and any such Agents may disclose such information to such tribunal without liability hereunder, provided, however, that the undersigned gives the Company advance written notice of the information to be disclosed as far in advance of its disclosure as is practical and, at the Company's request, seek to obtain assurances that it will be accorded confidential treatment.

If the undersigned decides that not to proceed with an Investment, the undersigned will promptly inform the Company. In that case, or at any time upon our request for any reason, you will promptly deliver to us or destroy (such destruction, upon request by the Representative, being confirmed in writing to the Company by an authorized officer) the Evaluation Material and will promptly destroy all notes, analyses, compilations, interpretations, memoranda, and other documents or materials prepared by the undersigned or any such Agents based thereon or containing or reflecting any Evaluation Materials, in whole or in part. Regardless of the return or destruction of Evaluation Material, the undersigned and any such Agents will continue to be bound by the obligations under this letter agreement.

All notes, analyses, compilations, interpretations, memoranda and other documents and materials prepared by the undersigned or any such Agents which contain, reflect or are based on, in whole or in part, the information furnished to the undersigned or any such Agents and covered by this letter agreement shall be deemed to be Evaluation Material. The term "Evaluation Material" does not include information which (i) becomes generally available to the public other than as a result of a disclosure by the undersigned or any such Agents, (ii) was available to the undersigned on a non-confidential basis prior to its disclosure to the undersigned by the Company, or (iii) becomes available to the undersigned on a non-confidential basis from a source other than the Company, provided that such source is not known to the undersigned after due inquiry to be bound by a confidentiality agreement or obligation with or to the Company or on the Company's behalf.

Without the Company's prior written consent the undersigned will not, and the undersigned will direct any such Agents not to, disclose to any person either the fact that discussions or negotiations are taking place concerning a possible Investment relating to the Company, or any of the terms, conditions or other facts with respect to any such possible Investment, including the timing or status thereof. The term "person" as used in this letter shall be broadly interpreted to include, without limitation, any corporation, company, partnership, limited liability company, other entity or individual.

It is understood that the Company will arrange for appropriate contacts for due diligence and all other proposals, and any communications regarding a possible Investment or request for information will be submitted exclusively to the Company.

The undersigned agrees that no contract or agreement providing for any Investment shall be deemed to exist between the undersigned and the Company unless and until a final definitive agreement has been executed and delivered by both parties.

It is further understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. The undersigned agrees that money damages would not be a sufficient remedy for any breach of this agreement by the undersigned or any such Agents, and that in addition to all other remedies the Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and the undersigned further agrees to waive, and to use the undersigned's best efforts to cause any such Agents to waive, any requirement for the securing or posting of any bond or other security or the proving of damages in connection with such remedy.

The undersigned acknowledges and agrees that this letter agreement is being entered into for the benefit of the Company and may be enforced by the Company as if it were a party hereto. This agreement may not be amended or waived except by written agreement of the parties.

This letter agreement shall be governed and construed in accordance with the laws of the Cayman Islands without giving effect to the conflicts of laws principles thereof.

This letter agreement shall terminate five years from the date hereof, unless otherwise specified herein.

Very truly yours,

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[name of invitee]