INTERN ANALYST AGREEMENT

You (the individual named below) have requested that you be permitted to work with **[COMPANY]**, a Delaware limited liability company (the "***Company***"), as an intern analyst so that you may advance your education, gain experience and learn information that may assist you with your future career (the "***Internship***"). This Internship Agreement (this "***Agreement***") and will confirm the terms and conditions of the Internship. Please review this Agreement carefully, sign it and return it to the Company on or before **[DATE]**.

In consideration of the educational opportunities, training experience and any disclosures of Proprietary Information (defined below) that you will receive in connection with the Internship, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you agree as follows:

1. Terms of Internship. You acknowledge, agree and understand the following:

a. The Internship will begin on **[DATE]** (unless otherwise indicated by the Company) and terminate on the earlier of (i) **[DATE]** or (ii) such earlier date as may be determined by the Company in its discretion (the "***Internship Period***").

b. The Internship is an unpaid internship, and as such (i) the Company is under no obligation to pay you any wages or other compensation for the Internship and (ii) you will not be paid any wages or other compensation for the Internship.

c. The Company accepts no responsibility for costs arising from accidents and/or illness incurred during the Internship Period.

d. You are not eligible to apply for, or be appointed to, any position, post or employment in the Company during the Internship Period.

e. The Company is not seeking to hire you or enter into any engagement with you after the completion of the Internship. There is no offer, promise or guarantee of any employment with the Company when or after the Internship ends, and you have no expectation of receiving any such offer, employment or opportunity with the Company. The Company will not be responsible for providing any expenditure or pay in case of unemployment.

f. The Company expects that you dedicate a minimum of [**NUMBER OF HOURS (##)**] hours weekly to the Company and that at least [**NUMBER OF HOURS (##)**]of these hours will be in the Company's [**LOCATION**] office.

2. Obligations. You undertake the following obligations with respect to the Company and the Internship:

a. You will observe all applicable rules, regulations, instructions, procedures and directives of the Company, whether delivered orally or in writing.

b. You will provide the Company immediate written notice in case of illness or other circumstances which may prevent you from completing the Internship or complying with the terms of this Agreement.

3. Proprietary Information.

a. In connection with the Internship, the Company or may allow you (or may already have allowed you) access to business, technical or other information, software, materials and/or ideas relating to the Company's investment opportunities, methods, deal flow, products, services, technology and business ("***Proprietary Information***," which term shall include, without limitation, anything you learn, develop or discover as a result of exposure to or analysis of any Proprietary Information).

b. You will hold in confidence and will not possess or use (except as part of your participation in the Internship) or disclose any Proprietary Information, except information you can document (i) is in the public domain through no fault of yours, (ii) was properly known to you, without restriction, prior to disclosure to you by the Company, (iii) was properly disclosed to you by another person without restriction, or (iv) was disclosed by you with the Company's prior written consent. You will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Proprietary Information. The foregoing does not grant you a license in or to any of the Proprietary Information.

c. You acknowledge and agree that the Company owns all right, title and interest in and to all Proprietary Information, and you hereby assign to the Company any rights you may have in any Proprietary Information, as well as any and all inventions, works of authorship, mask works, ideas or know-how (whether or not patentable) that are conceived, learned or reduced to practice in connection with the Internship or this Agreement and any patent rights, copyrights (including moral rights; provided that non-assignable moral rights are waived), trade secret rights, mask work rights and other intellectual property or proprietary rights with respect thereto. You agree to take any action requested by the Company to evidence, perfect, obtain, maintain, enforce or defend the foregoing. These rights survive termination of this agreement in perpetuity.

d. If asked by the Company at any time, you will promptly return all Proprietary Information and all copies, extracts and other objects or items in which Proprietary Information may be contained or embodied. You will promptly notify the Company of any unauthorized release, disclosure or use of Proprietary Information.

e. You understand that this Agreement does not obligate the Company to disclose any information or negotiate or enter into any agreement or relationship. You will strictly abide by any and all instructions and restrictions provided by the Company from time to time with respect to Proprietary Information or Company systems. You will ensure the security of any facilities, machines, accounts, passwords and methods you use to store any Proprietary Information or to access Company systems and ensure that no other person has or obtains access thereto.

f. The terms of Section 3(b) of this Agreement will remain in effect with respect to any particular Proprietary Information until you can document that such Proprietary Information falls into one of the exceptions stated in Section 3(b) above.

g. You acknowledge and agree that due to the unique nature of the Proprietary Information, any breach of this Section 3 would cause irreparable harm to the Company for which damages are not an adequate remedy, and that in such case the Company will therefore be entitled to equitable relief in addition to all other remedies available at law.

4. Miscellaneous. This Agreement is personal to you, is non-assignable by you, is governed by the laws of [**STATE**] and may be modified or waived only in writing signed by both parties. If any provision of this Agreement is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement will be entitled to recover attorneys' fees and costs.

Acknowledged and agreed:

By: _____
Name: _____
Date: _____

COMPANY:

[COMPANY]

By: _____
Name: _____
Date: _____