

CONFIDENTIAL

February 2, 2023

Brian Foisy
Vice President for Finance & Administration
University of Idaho
Division of Finance and Administration
875 Perimeter Drive MS 3168
Moscow ID 83844-3168

Re: CONFIDENTIALITY AGREEMENT

Dear Brian:

In connection with University of Idaho's ("**you**" or "**your**") consideration of a possible transaction ("**Transaction**") with that certain entity previously identified in writing to you by the Company Financial Advisor (as defined below) (together with its subsidiaries, the "**Company**"), you have requested and may receive certain Confidential Information (as defined below) relating to the Company. In consideration for and as a condition to such Confidential Information being made available to you by or on behalf of the Company, the parties hereby agree as follows:

1. The Confidential Information shall (a) be used solely for the purpose of evaluating, negotiating and consummating a Transaction between the Company and you, (b) be kept confidential by you and your Representatives (as defined below) and (c) not be disclosed by you or your Representatives, in any manner, except as set forth hereunder.

As used in this letter agreement, the term "**Representatives**" shall mean, as to any person, such person's Affiliates, and the respective directors, officers, employees, members, partners, agents or advisors (including, without limitation, attorneys, accountants, financial advisors and consultants) of such persons and such person's Affiliates. For the avoidance of doubt, the term "**Representatives**" shall not include Financing Sources (defined below) unless the disclosure of Confidential Information to such Financing Sources has been approved in accordance with Section 4 of this letter agreement. As used in this letter agreement, the term "**Affiliate**" means, with respect to any person, any other person directly or indirectly controlling, controlled by or under common control with, such person.

As used in this letter agreement, the term "**Confidential Information**" shall include any and all information relating, directly or indirectly, to the Company that has been disclosed, furnished or presented to you or your Representatives by or on behalf of the Company, before, on or after the date hereof, whether oral or written, and regardless of the manner or form in which it is disclosed, furnished or presented, or which you otherwise learn or obtain through observation or through analysis of such information, including notes, analyses, compilations, studies, forecasts, projections, records, interpretations, memoranda or other documents, data, writings and records prepared by you, which contain, reflect, are based upon, or otherwise reflect or are generated from Confidential Information, in

whole or in part. The term “**Confidential Information**” shall not include information which (a) was or becomes generally available to the public other than as a result of a disclosure by you or your Representatives in breach of this letter agreement, (b) was within your possession prior to the time of disclosure to you or your Representatives by or on behalf of the Company, the Company Financial Advisor or any of their respective Representatives, provided that such information was not furnished to you or any of your Representatives by a source who is bound by a confidentiality agreement with the Company, or otherwise prohibited from disclosing the information to you or such Representative by a contractual, legal or fiduciary obligation or (c) was or becomes available to you or your Representatives on a non-confidential basis from a source other than the Company, the Company Financial Advisor or their respective Representatives, provided that such source is not bound by a confidentiality agreement with the Company, or otherwise prohibited from disclosing the information to you or such Representative by a contractual, legal or fiduciary obligation. Any combination of information shall not be deemed to be within the exceptions in the preceding sentence because individual features of the information are in the public domain.

2. You may disclose the Confidential Information (a) to the extent consented to in advance and in writing by the Company, (b) to your Representatives who need to know such information solely for the purpose of assisting you in your evaluation, negotiation and consummation of a Transaction, but only if such Representatives have been informed by you as to the confidential and proprietary nature of the Confidential Information and you agree to cause such Representatives to comply with the provisions of this letter agreement, or (c) as required by applicable law, regulation (including, without limitation, the rules of any stock exchange or other regulatory or self-regulatory body), or the order of any court, administrative, regulatory or arbitral body (“**Law**”). You shall be responsible for any breach of this letter agreement by any of your Representatives.
3. Without the prior written consent of the other party, neither party shall disclose to any person (other than such party’s Representatives in accordance with the provisions of this letter agreement) (a) the existence of this letter agreement and that the Confidential Information has been made available to you and your Representatives, (b) the fact that discussions are taking place concerning a Transaction between you and the Company, or (c) any terms, conditions or other facts with respect to a Transaction between you and the Company, including the status thereof, except in accordance with the procedures set forth in the immediately succeeding paragraph; provided, however, that the Company’s obligations under this Section 3 shall continue only so long as discussions between you and the Company concerning a Transaction have not been terminated.
4. Notwithstanding any other provision hereof, in no event may you or your Representatives have discussions or negotiations with, or provide any information (including, without limitation, Confidential Information) to, any third party financing source (including, without limitation, joint bidders, equity investors and other sources of financing) regarding such third party’s possible direct or indirect financial participation in the Transaction (each such third party, a “**Financing Source**”), except with the prior written approval of the Company or the Company Financial Advisor, which approval may be given or withheld in the Company’s sole discretion. Each Financing Source, if any, to whom Confidential Information is disclosed in accordance with the requirements of this Section 4 shall be your Representative for purposes of this letter agreement. Furthermore, you shall not enter into any agreement, arrangement or understanding (whether written or oral), or any discussions which might limit the ability of any advisor, investor, financing source or other person to provide financing or services to any other existing or prospective acquirer, investor or other person with respect to a Transaction.
5. All inquiries and other communications are to be made directly to Tyton Partners Capital Markets, LLC, as the financial advisor to the Company (the “**Company Financial Advisor**”) or employees or representatives of the Company specified by the Company Financial Advisor. Accordingly, you and your Representatives agree not to initiate contact or communicate with any Representative, employee,

customer, or supplier of the Company concerning the Confidential Information or the Transaction, or to seek any information in connection therewith from such person, without the written consent of the Company.

6. In the event that you or any of your Representatives are requested or required by Law to disclose any Confidential Information, you and such Representative shall (except as may be prohibited by Law) provide the Company with prompt written notice of any such request or requirement so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this letter agreement. In the event that such protective order or other remedy is not obtained and you or any of your Representatives are nonetheless, in the reasonable advice of your or such Representatives' counsel, legally compelled by Law to disclose Confidential Information, or the Company has expressly waived, in writing, compliance with the terms hereof, you or such Representative may disclose only that portion of the Confidential Information which such counsel advises is legally required to be disclosed and shall exercise reasonable efforts to preserve the confidentiality of the Confidential Information thereafter, including, without limitation, by providing reasonable cooperation to the Company, to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded the Confidential Information by the recipient thereof.
7. You and your Representatives recognize and acknowledge the competitive and confidential nature of the Confidential Information and that irreparable damage may result to the Company if information contained therein or derived therefrom, as well as any other Confidential Information, is disclosed to any third party except as herein permitted or is used for any purpose other than with respect to a Transaction. It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this letter agreement, and that the Company is entitled to seek specific performance and injunctive or other equitable relief without the requirement of posting a bond, and you shall not oppose the granting of such relief on the basis that the Company has an adequate remedy at law. Such remedy shall not be deemed to be the exclusive remedy for breach of this letter agreement, but shall be in addition to all other remedies available at law or equity to the Company. If a court of competent jurisdiction determines in a final non-appealable judgment that one of the parties has prevailed in litigation relating to this letter agreement, then the non-prevailing party shall reimburse the prevailing party for its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, costs and expenses, incurred by it in connection therewith, including any appeals therefrom.
8. The Company retains the right to determine, in its sole discretion, what information, properties and personnel it wishes to make available to you and your Representatives, and neither the Company nor the Company Financial Advisor shall be deemed by virtue of this letter agreement to have made any representations or warranties as to the accuracy or completeness of the Confidential Information. You agree that the Company shall not have any liability to you relating to or resulting from the use of the Confidential Information except as may be set forth in a final definitive agreement between you and the Company. Only those representations or warranties which are made by the Company in a final definitive agreement between you and the Company regarding a Transaction, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, shall have any legal effect.
9. All Confidential information disclosed by the Company or its Representatives shall be and shall remain the property of the Company. Promptly after being requested (for any reason) by the Company or the Company Financial Advisor, you and your Representatives shall either (a) return all Confidential Information in your and your Representatives' possession or (b) destroy all Confidential Information in your and your Representatives' possession (including that stored in any computer, word processor or similar device). Upon request by the Company or the Company Financial Advisor, one of your duly authorized officers shall certify any such destruction of materials in writing to the Company. Notwithstanding the foregoing, you and your Representatives may retain Confidential Information as required by your or your respective Representatives' bona fide record retention policies or to comply

with Law; provided, that notwithstanding the termination provision set forth under Section 17, any such Confidential Information kept pursuant to this Section 9 shall remain subject to the terms of this letter agreement for the duration of such retention.

10. This letter agreement binds the parties only with respect to the matters expressly set forth herein. As such, unless and until a subsequent definitive written agreement regarding a Transaction between the Company and you has been executed, (a) neither the Company nor you shall be under any legal obligation of any kind whatsoever to negotiate or consummate a Transaction, (b) the Company shall have the right, in its sole discretion, to reject any and all proposals made by you with regard to a Transaction, to terminate discussions and negotiations with you at any time and to negotiate with one or more prospective parties at any time to enter into agreements with respect to a Transaction without prior notice to you or any other party, and (c) you shall have no claim whatsoever against the Company, the Company Financial Advisor or any of their Representatives arising out of or relating to any Transaction or Confidential Information. You agree that the Company has not granted you or your Representatives any license, copyright, or similar right with respect to any of the Confidential Information or any other information provided to you or your Representatives by or on behalf of the Company or its Representatives.
11. Additionally, you and your Representatives agree, for a period of twenty four (24) months after the date of this letter agreement, not to, directly or indirectly, solicit for employment, offer to hire, or hire any executive officer or any other executive or managerial employee that is now or at any time during such period is employed by the Company. The restriction in the immediately preceding sentence shall not apply to (i) any general solicitation for employees (including through the use of employment agencies) not directed at employees of the Company and (ii) any such person who has been terminated by the Company and who is no longer employed by the Company for six (6) months prior to commencement of employment discussions between you or your Representative and such person.
12. This letter agreement shall be governed by and construed in accordance with the internal laws of the State of Idaho, without giving effect to applicable principles of conflicts of law. Each party hereto agrees that it may be served with process at the address set forth on the first page hereof. Each party hereto expressly waives trial by jury.
13. This letter agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof. In the event there is any conflict or inconsistency between this agreement and the terms and conditions of any electronic dataroom, offering memorandum or similar repository of Confidential Information, now or hereafter applicable to you or your Representatives, the terms and conditions of this agreement shall govern and constitute the terms and conditions with respect to the access of such Confidential Information, notwithstanding acceptance of such an offering memorandum or submission of an electronic signature, "clicking" on an "I Agree" icon or other indication of assent to such additional confidentiality conditions. No amendments, changes or modifications may be made to this letter agreement without the express written consent of each of the parties hereto. If any term or provision of this letter agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this letter agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This letter agreement shall be binding upon you and your successors and permitted assigns.
14. This letter agreement shall inure solely to the benefit of and be binding upon each of the Company and you and the respective legal successors and permitted assigns of the Company and you; provided, that you may not assign any of your rights or obligations hereunder without the prior written consent of the Company. Any attempted assignment by you in violation of this paragraph shall be void. The Company may assign its rights and obligations hereunder, including the right to enforce all terms hereunder, without your prior consent. For the avoidance of doubt, the Company Financial Advisor may assign any of its rights and obligations under this letter agreement to the Company.

15. You agree that the Company is a beneficiary of, and may enforce, this letter agreement. No failure or delay by the Company in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder.
16. This letter agreement may be executed in counterparts and delivered via email or facsimile transmission, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
17. Except with respect to any extended survival set forth under Section 9, this letter agreement shall terminate two (2) years from the date hereof; provided, that notwithstanding such termination: (a) the provisions of this letter agreement shall continue to apply to any breach of this letter agreement that occurs prior to such two (2) year anniversary; and (b) Company will have all the rights provided under the United States of America's Uniform Trade Secrets Act with respect to the Confidential Information, in addition to any other applicable protection under any other country's laws. Furthermore, nothing in this Agreement will be construed to limit or negate the common law of torts or trade secrets where such common law provides Company with broader protection than the protection provided by this letter agreement.

[signature page follows]

Please confirm that the foregoing is in accordance with your understanding by signing and returning to us a copy of this letter.

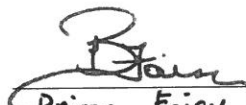
Very truly yours,

Tyton Partners Capital Markets, LLC,
on behalf of the Company

By: _____
Name: _____
Title: _____

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

University of Idaho

By: 
Name: Brian Foisy
Title: Vice President for Finance + Administration