

Confidentiality Agreement

March 6, 2019

[INVESTOR INFORMATION]

Honeycomb Asset Management LP (“Honeycomb”) or one or more of its employees, partners, representatives, agents or advisers may from time to time provide Confidential Information (as defined below) to [NAME OF INVESTOR], a [INVESTOR ENTITY TYPE], organized under the laws of [JURISDICTION OF ORGANIZATION] (“Recipient”) in connection with Recipient’s due diligence related to a potential investment by Recipient or its affiliates in funds and/or accounts managed or advised by Honeycomb or its affiliates (the “Funds”), including an investment through such funds in shares of Peloton Interactive, Inc. (“Peloton”). Recipient hereby agrees to treat and use the Confidential Information solely in accordance with the terms hereof.

The term “Confidential Information” includes, without limitation, (i) confidential and proprietary information of Honeycomb whether prepared by Honeycomb or on its behalf (including related to its investment and business strategy), terms and conditions (or potential terms and conditions) related to the Funds and any direct or indirect investment in Peloton; financial models and all other investment due diligence materials provided by or on behalf of Honeycomb; the fact that any potential transaction involving Honeycomb, Peloton or the Funds may occur; track record and/or performance related information of the Funds and any other funds, accounts or portfolios previously managed or advised by employees, partners, or affiliates of Honeycomb; information regarding investments or potential investments of the Funds; policies and procedures related to Honeycomb’s business; offering and other materials related to Honeycomb or the Funds; and all other proprietary or confidential information related to Honeycomb, its affiliates (including the Funds) and their respective employees, partners, officers, directors, members or representatives, whether provided in oral or written form, or on, following, or prior to the date hereof; and (ii) all notes, memoranda, forecasts, summaries, analyses, compilations and other writings relating thereto that are prepared by or on behalf of Recipient to the extent that they use, contain, reflect or are derived from or incorporate, in whole or in part, any Confidential Information. In particular and for the avoidance of doubt, the term “Confidential Information” shall include all analysis and information prepared by or on behalf of Honeycomb related to potential and existing transactions or investments, including, without limitation, direct or indirect investments in Peloton and information regarding the affiliates, shareholders, partners and financial information related to Peloton.

Recipient agrees that (i) all Confidential Information which is disclosed to Recipient will be treated confidentially by Recipient, will not be disclosed to any other person or entity and will be used solely in connection with Recipient’s due diligence on Honeycomb, the Funds or any potential transactions by Recipient in the Funds and will not be used for any other purpose; and (ii) Recipient will disclose such information only to those of its employees and representatives that require the information for such purpose and that agree to keep such information strictly confidential and to use such information solely in accordance with the terms hereof. Recipient shall be responsible for any breach of the terms of this agreement by its employees and such representatives and shall alert Honeycomb immediately in the event it becomes aware of any breach or suspected breach of the terms hereof. Upon Honeycomb’s request, Recipient will promptly redeliver or destroy any Confidential Information in Recipient’s possession and provide Honeycomb with written confirmation thereof. Nothing herein shall be deemed to require Honeycomb to provide any Confidential Information or require the parties to enter into any agreement or transaction. No representation or warranty as to the accuracy or completeness of the Confidential Information is being made by Honeycomb.

In the event that Recipient is requested in any legal, judicial, or regulatory proceeding or investigation to disclose any Confidential Information, Recipient will, to the extent reasonably practicable

and permitted by law, judicial, or regulatory authority, give Honeycomb prompt notice of such request and cooperate with Honeycomb to limit disclosure of such Confidential Information.

Recipient agrees that money damages may not be a sufficient remedy for any breach of this agreement by Recipient, and that Honeycomb shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Recipient shall promptly notify Honeycomb of any known or suspected breach of this agreement.

This agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

This agreement shall be governed by and construed in accordance with the laws of the State of New York, applicable to contracts made and to be performed therein. This agreement may not be amended, modified, or assigned without the express written consent of each of the parties hereto.

Honeycomb Asset Management LP

By _____
Name: Vick Sandhu
Title: Chief Operating Officer

Confirmed and agreed as of date first written above:

[INVESTOR]

By: _____
Name:
Title: