

CONFIDENTIALITY AGREEMENT

The UNDERSIGNED acknowledges that **(Insert Company Name)** has been given and will furnish to the undersigned confidential information relating to the business affairs and operations of **(Insert Company Name)** (herein referred to as the "Company") for the purpose of evaluating and entering into with the company a specific potential business relationship.

It is acknowledged by the undersigned that any disclosure of said confidential information of even the fact that information has been provided or that the Company is seeking such a business relationship, except for the express purpose stated herein, can cause serious harm to said business and its owners. The undersigned further agrees that it will not interfere with any business of the Company through the use of any information or knowledge acquired under this Agreement nor any such information for its own account. The undersigned agrees that it will not use any confidential information provided by the Company or its parent or any of its affiliates for a purpose other than considering such a business relationship with the Company. It is understood that the Company is the intended parties and beneficiaries whose rights are being protected and may enforce the terms of this Confidentiality Agreement as if it were a party to the agreement. Further, the undersigned agrees it will not either directly or indirectly, by agent, servant, or employee, disclose the said information, either in whole or in part, to any third person, whether individual, firm, company or corporation other than those agents, servants, or employees of the undersigned who have a need to know the information for the purpose stated herein and whom shall assume the same obligations as under this agreement. The undersigned shall use all commercially reasonable efforts to notify and bind to its confidentiality obligations hereunder all its respective employees, officers, advisors (excluding legal advice), consultants and agents who may come into contact with or obtain access to the Confidential Information, and assumes full responsibility for the compliance of such agents, servants or employees to the terms of this Agreement.

It is understood that the confidential information referred to herein includes any information which generally is not publicly known or which would constitute a trade secret; information not known to the undersigned prior to execution of this Agreement; information not independently developed by the undersigned prior to execution of this Agreement; information not independently developed by the undersigned or lawfully disclosed to the undersigned by a third party. Each party acknowledges and agrees that such confidential information is being disclosed for the sole purpose stated herein and is the exclusive and proprietary property of the Company. The execution of this Agreement and the exchange of Confidential Information hereunder do not constitute a commitment to enter into any underlying business relationship.

Should negotiations be terminated by the undersigned after examination for the purpose herein stated, the undersigned agrees to return all records, documents and memoranda furnished pursuant hereto to **(Insert Company Name)** and will neither make nor retain any copy, reproduction or record thereof. This Agreement commences on the date signed and remains in effect until the earlier of (a) one year following the termination of negotiations for the stated purpose or (b) the date of execution of any superceding written agreement between the parties.

It is understood that (a) no representation or warranties are being made as to the completeness or accuracy of any information and (b) all representations and warranties shall be made solely by the Company in a definitive purchase agreement and then is subject to the provisions thereof. The undersigned acknowledges the responsibility to perform a due diligence review at her/his own cost and expense prior to any investment.

The Company and the undersigned acknowledge that its failure to comply with any of the provisions of this Agreement will irreparably harm the business of the other party, and therefore the injured party will not have an adequate remedy at law in the event of such non-compliance and is entitled to injunctive relief without the posting of bond or other security, in addition to whatever other remedies it may have, at law or equity.

Agreed and accepted by:

Name:

Signature:

Title:

Date:

Please sign and fax back to (Insert fax number) or email to (Insert email address)