

1. The Evaluation Material will be used for the purpose of evaluating a possible transaction between the Company and the Investor, and unless and until the Investor has completed the purchase of or investment in the Company pursuant to a definitive agreement, such information will be kept confidential (except as required by applicable law or legal process) by the Investor and its advisors except that the Evaluation Material or portions thereof may be disclosed to those of the Investors directors, officers, employees, advisers, financing sources and agents who receive such information and need to know such information for the purpose of evaluating the Investors possible acquisition of or investment in the Company (collectively "Representatives") (it being understood that those Representatives will be informed of the confidential nature of the Evaluation Material and will agree to be bound by the terms of this Agreement).
2. The term "Evaluation Material" does not include any information which at the time of disclosure or thereafter is (i) generally available to or known by the public (other than as a result of its disclosure by The Investor or its Representatives), (ii) available to The Investor on a non-confidential basis from a source other than the Company, which source is not known by The Investor to be bound by a confidentiality agreement with the Company with respect to such information, or (iii) already in The Investor or its Representatives possession or (iv) independently acquired or developed by The Investor without violating any of its obligations under this Agreement.
3. If a purchase and sale of or investment in the Company is not consummated by The Investor, The Investor will, upon request, destroy or return to the Company, except as required by law or by The Investor document retention policies, all copies of the Evaluation Material in its possession or in the possession of its Representatives.

4. Without the prior consent of the Company and except as required by applicable law or legal process, The Investor will not, and will direct its Representatives not to, disclose to any person other than its Representatives either the fact that discussions or negotiations are taking place concerning a possible transaction between the Company and The Investor, or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
5. The Investor understands and acknowledges that the Company is not making any representation or warranty, expressed or implied, as to the accuracy or completeness of the Evaluation Material and shall have no liability to The Investor or any other person resulting from The Investor use of the Evaluation Material. Only those representations or warranties that are made to a purchaser in definitive documentation, and subject to such limitations and restrictions as may be specified such documentation, shall have any legal effect.
6. The Company acknowledges that The Investor is a professional investment firm in the business of pursuing, making and managing investment opportunities. Nothing in this letter shall prevent The Investor from investing in other companies whose business is similar to or competitive with the Company's business or managing such investments so long as The Investor complies with the non-disclosure obligations in this letter.
7. This Agreement shall be governed and construed in accordance with the laws of the STATE. The Investor obligations under this Agreement shall expire one year from the date hereof.

This letter is being delivered to you in duplicate. Kindly execute and return one copy of this letter which will constitute our agreement with respect to the subject matter of this letter.

Very truly yours,

BUYER

By: _____
BUYER

Accepted and Agreed To:

[]

By: _____
A Duly Authorized Representative

Date: []