



CONFIDENTIALITY AGREEMENT

In connection with the possible interest by Hamilton Robinson LLC (the “Investor”) in an investment in an issuer (the “Company”), to be disclosed to the Investor after the execution of this Confidentiality Agreement, the Investor will be furnished with certain materials, which include information that is confidential or proprietary in nature (such confidential or proprietary information, subject to paragraph 4 below, being hereinafter referred to as the “Information”). In consideration of furnishing the Investor with the Information, the Investor agrees as follows:

1. The Investor will use the information solely for the purposes of evaluating an investment in the Company.
2. The Investor will not, without the prior written consent of the Company, disclose or communicate the Information to any person, except its advisors (the “Representatives”) involved in evaluating an investment in the Company. The Investor will inform any Representative supplied with any Information of the confidential nature of such Information and of the Investor’s obligations under this Agreement, and will direct such Representative to treat such Information confidentially.
3. In the event that the Investor does not proceed with a transaction with the Company, the Investor will, at the request of the Company, return all the Information provided to the Investor or its Representatives in written form and will use its reasonable efforts to destroy all documents, memoranda, notes and other writings whatsoever prepared by the Investor or its Representatives based on the Information except to the extent retention is required by applicable law or is retained in back-up files of the Investor (which retained copies will remain subject to the confidentiality obligations herein). The Investor also agrees, if requested by the Company, to certify in writing its compliance with its obligations pursuant to the preceding sentence.
4. The term “Information” does not include information which (a) was available to the Investor or any Representative prior to its disclosure to the Investor or such Representative, (b) is or becomes generally available to the public other than as a result of disclosure by the Investor or its Representatives, (c) becomes available to the Investor or any Representative on a non-confidential basis from a source other than the Company that to the Investor’s knowledge is not bound by a confidentiality agreement with or duty to the Company, or (d) must be disclosed, as determined by the Investor based on advice of counsel, in order to comply with applicable law or regulation or with any requirement imposed by judicial or administrative process or request by any applicable regulator.

This Agreement may be executed in counterparts (each of which shall be deemed an original, and both of which shall constitute one and the same instrument).

This Agreement embodies the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth as referred to herein. This Agreement supersedes any and all prior agreements and understandings between the parties with respect to the subject matter.

This agreement expires 18 months from the date below.

Company: _____

HAMILTON ROBINSON LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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