



## Confidentiality Agreement

[Company]

[Address]

\_\_\_\_\_ ("Company") and Inverness Graham Investments, Inc. ("IGI") desire to commence certain preliminary, non-binding discussions concerning an equity investment in the Company by IGI or its affiliates ("Transaction").

In connection with such discussions, the Company desires to provide IGI with certain information concerning the Company and its assets. As a condition to being furnished such information, IGI has agreed to treat certain non-public and proprietary information concerning the Company or its assets (the "Confidential Information") in accordance with the provisions of this letter.

1. As used herein, the term "Confidential Information" shall be limited to that information regarding the Company or its assets disclosed by the Company to IGI and shall not include any information which (i) is already in IGI's possession, (ii) is or becomes generally available to the public other than as a result of a disclosure by IGI in breach of this agreement, (iii) becomes available to IGI on a non-confidential basis from a source other than the Company, or (iv) is or was independently developed by IGI without use of the Confidential Information.

2. IGI agrees that the Confidential Information will be used solely for the purpose of evaluating the proposed Transaction. IGI agrees to treat such information as confidential and to use the same standard of care in handling such information as it uses with respect to its own confidential information. IGI agrees to disclose such information only (i) to its officers, directors, employees, affiliates, co-investors, or lenders involved in the review and analysis of the Transaction, (ii) to such agents, representatives, attorneys and advisors as have been retained by IGI in connection with the review and analysis of the Transaction, (iii) in response to subpoena, court order or similar process (or as otherwise may be required by applicable law or regulation), and (iv) to such other parties as the Company hereafter expressly agrees in writing.

3. If IGI is requested or required by subpoena, court order or similar process (or as otherwise may be required by applicable law or regulation) to disclose any of the Confidential Information, IGI will use reasonable efforts to provide the Company with advance notice so as to afford the Company the opportunity, at the Company's sole cost and expense, to pursue a protective order or other remedy and IGI shall reasonably cooperate with the Company in such efforts so long as such cooperation does not expose IGI to risk of liability, penalty or censure. In no event shall IGI be liable for any damages resulting from disclosure of the Confidential Information pursuant to this paragraph 3.

4. In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable legal fees and expenses from the losing party.



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5. Upon written request from the Company, IGI shall certify to the destruction of all original Confidential Information, all copies thereof made by IGI and all extracts or analyses derived therefrom made by IGI (except that one copy of the foregoing may be retained for compliance purposes and/or defending or maintaining any litigation relating to this agreement).

6. The commencement of discussions pursuant to the terms herein shall in no way create any obligation whatsoever on the part of IGI or its affiliates to participate in or fund any transaction. No confidential relationship shall be created between IGI and any other party except as expressly set forth herein. Except for this confidentiality agreement, there are no contracts or commitments with respect to the proposed Transaction. No such contract or commitment can or will exist unless and until a definitive written commitment or agreement is executed and delivered with respect to the proposed Transaction.

7. This letter sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings (whether written, verbal, implied or otherwise) with respect thereto. No term or condition of this letter may be waived or otherwise modified except by a written agreement executed by the party to be charged.

8. Notwithstanding anything contained in this letter, IGI's obligations hereunder shall cease and be of no further effect two (2) year from the date hereof.

9. The Company acknowledges and agrees that IGI and its affiliates may own, invest in or consider investments in companies that compete either directly or indirectly with the Company and that the execution of this agreement shall in no way be construed to prohibit or restrict IGI's or its affiliates' ability to make or consider such investments.

10. This letter shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania (without regard to its conflict of law provisions).

**Inverness Graham Investments, Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CONFIRMED AND AGREED:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2008