

CONFIDENTIALITY AGREEMENT

In connection with your consideration of a possible transaction between Summer Street Capital Partners, LLC ("Summer Street") and _____ ("the Company"), Summer Street will be furnishing you with certain materials which may contain confidential or proprietary information relating to the Company and its business (such confidential and proprietary information, subject to paragraph 4 below, being hereinafter referred to as the "Information"). In consideration of Summer Street furnishing you with the Information, you agree to the following:

1. You will keep the Information confidential for a period of two years from the date hereof.
2. You will not, without the prior written consent of Summer Street or the Company, disclose or communicate the Information to any person, except personnel and advisors ("Representatives") involved in evaluating the various aspects of the possible transaction. You will inform any Representative supplied with any Information of the confidential nature of such Information and of your obligations under this Agreement, and will direct such Representative to treat such Information confidentially. For purposes of clarification, the Company acknowledges and agrees that this Agreement shall apply to our Representatives only to the extent that Information is disclosed to such Representatives, and in the absence of such disclosure to such Representatives, this Agreement shall not be binding upon such Representatives.
3. In the event that Summer Street does not conclude a transaction with the Company, you will, upon request, destroy all the Information provided to you in written form and will use reasonable efforts to destroy all documents, memoranda, notes and other writings prepared by you based on the Information. The foregoing shall not prohibit the retention of any Information to the extent required to comply with applicable law or regulation, or as automatically archived on electronic storage systems in the ordinary course of business.
4. The term "Information" does not include information which (a) was available to you or any Representative prior to its disclosure to you or such Representative, (b) is or becomes generally available to the public other than as a result of disclosure by you or its Representatives, (c) becomes available to you or any Representative on a non-confidential basis from a source other than the Company that is not bound by a confidentiality agreement with the Company, or (d) must be disclosed, as determined by you based on advice of counsel, in order to comply with applicable law or regulation or with any requirement imposed by judicial or administrative process.
5. This Agreement shall become legally binding with original or facsimile signatures and may be executed in counterparts, each of, which shall be deemed an original, and both of which shall constitute one and the same instrument.

Company:

Signature:

Printed Name:

Title:

Date:

Confirmed and Agreed to by:

Company: Summer Street Capital Partners, LLC

By: _____

Title: _____

Date: _____