



GARDNER STANDARD

_____, 2012

Dear Sir or Madam:

_____ (the “Company”) has agreed to provide us with materials and information relating to the business and operations of the Company, to assist us in evaluating a possible acquisition of, investment in, and/or collaboration with, the Company on a mutually agreeable basis. This agreement will confirm our understanding with the Company that we will treat any information concerning the Company (whether prepared by the Company, its advisors or otherwise) which is furnished to us by, or on behalf of, the Company (the “Evaluation Material”) in accordance with the provisions of this agreement.

We agree that the Evaluation Materials will be used solely for the purpose of evaluating a potential transaction between the Company and us, and that such information will be kept confidential by us and our advisors; provided, however, that (i) any of such information may be disclosed to our officers and employees and representatives of our advisors, accountants, affiliates and financing sources (“Representatives”) who need to know such information for the purpose of evaluating any such possible transaction between the Company and us (it being understood that our Representatives will be informed by us of the confidential nature of such information and will be directed by us to treat such information confidentially), (ii) any disclosure of such information to which the Company consents may be made and (iii) any of such information may be disclosed when such disclosure is required by a court having applicable jurisdiction.

In the event that we do not proceed with the transaction which is the subject of this letter within a reasonable time, at the Company’s written request, we will return or destroy all written Evaluation Material and any other written material containing or reflecting any information in the Evaluation Material (whether prepared by the Company, its advisors or otherwise) and will not retain any copies, extracts or other reproductions in whole or in part of such written material, except that a single copy of the Evaluation Material may be retained by us for legal record keeping purposes. All documents, memoranda, notes and other writings whatsoever prepared by us or our Representatives based on the information in the Evaluation Material will be destroyed.

Subject to our observance of the confidentiality obligation set forth above, nothing in this letter will prevent us, or our affiliates, from evaluating a possible acquisition of, investment in, and/or collaboration with, or entering into any transaction with (including an acquisition or investment in), a company whose business is similar to or competitive with the business of the Company.

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The term "Evaluation Material" does not include information which (i) is already in our possession, provided that such information is not known by us to be subject to another confidentiality agreement with the Company or another party, (ii) is or becomes generally available to the public other than as a result of a disclosure by us, our directors, or Representatives, (iii) is or becomes available to us on a non-confidential basis from a source other than the Company or its advisors, provided that such source is not known by us to be bound by a confidentiality agreement with the Company or another party, or (iv) is independently developed by us or our Representatives.

Unless and until a definitive agreement between the Company and us with respect to the transaction which is the subject of this letter has been executed and delivered, except for the matters specifically agreed to in this letter, neither the Company nor we will be under a legal obligation of any kind whatsoever with respect to such a transaction by virtue of this letter or any written or oral expression with respect to such a transaction by any of the Company's or our directors, officers, employees, agents or any other representatives or the Company's or our advisors or representatives thereof.

This letter agreement will expire and be of no force or effect two (2) years from the date hereof.

Very truly yours,

NAME:

TITLE:

Accepted and agreed to:

NAME:

TITLE: