Confidential Disclosure Agreement Template

1.   This Confidential Agreement (this "Agreement") is made and entered into as of this _____ day of _____ 2010 by and between _____, a _____ ("Disclosing Party"), and _____ (the "Receiving Party") in connection with the discussions between the Disclosing Party and the Receiving Party concerning a possible business transaction (the "Proposed Transaction").

2.   Disclosing Party has agreed to exchange certain financial, operational and other information concerning its business, including, without limitation, discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research techniques, scripts, customer and supplier lists, marketing, sales or other financial or business information, and all derivatives, improvements and enhancements to any of the above (the "Evaluation Materials") and has also agreed that its discussions concerning the Proposed Transaction (the "Discussions") will proceed in strict confidence. The parties will proceed with the Discussions with the understanding, and subject to the requirement, that each party will abide by the terms of this Agreement and that any Evaluation Materials which Disclosing Party discloses to the Receiving Party will be held in accordance with the provisions hereof.

3.   The term Evaluation Materials shall include any notes, analyses, compilations, studies or other documents or records prepared by the Receiving Party which contain or are generated from information supplied by the Disclosing Party in connection with the Discussions. The term Evaluation Materials shall not include, however, any information which is or becomes (a) generally available to the public other than as a result of a disclosure in violation of this Agreement, or (b) available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not known by the Receiving Party to be prohibited from disclosing the information to the Receiving Party by a contractual, legal or fiduciary obligation to the Disclosing Party.

4.   Except as otherwise expressly provided in this Agreement, (a) all Evaluation Materials shall be held in strict confidence by the Receiving Party, (b) Receiving Party will not disclose, or permit any Representative (as such term is defined below) to disclose to any person the fact that Evaluation Materials have been exchanged, that discussions or negotiations concerning the Proposed Transaction are being held, or any of the terms, conditions or other facts with respect to the Proposed Transaction, including the status thereof, and (c) all Evaluation Materials shall be used by the Receiving Party solely for the purpose of evaluating and negotiating the Proposed Transaction. The foregoing notwithstanding, the Receiving Party may disclose Evaluation Materials to its directors, officers, employees, attorneys, accountants, consultants, financial advisors and other representatives (collectively referred to as "Representatives") who, in the Receiving Party's reasonable judgment, need to know such information for the purpose of evaluating or negotiating the Proposed Transaction.

5.   To the extent the Receiving Party or any of its Representatives are requested or required (orally or in writing, by interrogatory, subpoena, civil investigatory demand or any similar process relating to any legal proceeding, investigation, hearing or otherwise) to disclose any Evaluation Materials, the Receiving Party will provide the Disclosing Party with prompt notice in advance of such disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement, and the Receiving Party shall cooperate with the Disclosing Party in pursuing any such course of action. In the event that such protective order or other remedy is not obtained, the Receiving Party will furnish only such information as the Receiving Party is legally required to disclose and will exercise its best efforts to obtain assurance that confidential treatment will be accorded to any information which it is required to disclose.

6.   At any time upon the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party and/or destroy all Evaluation Materials provided by the Disclosing Party which are in the Receiving Party's or its Representatives' possession or control, without retaining any copy, extract or reproduction thereof and shall, upon request of the Disclosing Party, confirm such return and/or destruction in writing. Notwithstanding the return and/or destruction of the Evaluation Materials, the Receiving Party and its Representatives will continue to be bound by the confidentiality and other obligations created hereby.

7.   Receiving Party acknowledge and agree that there would be no adequate remedy at law for, and that irreparable harm would result from, any material breach of the provisions of this Agreement. Accordingly, in the event of such a breach by Receiving Party, the Disclosing Party shall be entitled to injunctive relief and to specific enforcement of the terms and provisions hereof, in addition to any other remedy to which the Receiving Party may be entitled at law or in equity. If any action is initiated to enforce any of the provisions hereof, the prevailing party shall be entitled to reimbursement of all costs and expenses, including the reasonable fees and expenses of legal counsel, incurred by it in connection therewith.

8.   This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed within such State. This Agreement may be modified, or any provision hereof waived. only by a separate writing signed by both parties that expressly so modifies, or waives any provision of, this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

_____   _____
___

By: _____   By: _____

Title: _____   Title: _____