



## Confidentiality Agreement

In connection with the possible interest of Lineage Capital, LLC (“the Partner”) in partnering with \_\_\_\_\_ (“the Company”), the Company will be furnishing the Partner with certain materials which include information which is confidential or proprietary in nature (such confidential and proprietary information, subject to paragraph 4 below, being hereinafter referred to as the “Information”). In consideration of the Company furnishing the Partner with the Information, the Partner agrees as follows:

1. The Partner will not use the information in any way detrimental to the Company and will keep the Information confidential for a period of two years from the date hereof.
2. The Partner will not, without the prior written consent of the Company, disclose or communicate the Information to any person, except its advisors (“Representatives”) involved in evaluating the various aspects of the possible acquisition. The Partner will inform any Representative supplied with any Information of the confidential nature of such Information and of the Partner’s obligations under this Agreement, and will direct such Representative to treat such Information confidentially.
3. In the event that the Partner does not invest in the Company, the Partner will, upon request, destroy all the Information provided to the Partner 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 Partner or its Representatives based on the Information. The Partner also agrees, if requested by the Company, to certify in writing to the Company that the Partner is not aware of any such writings, which have not been destroyed.
4. The term “Information” does not include information which (a) was available to the Partner or any Representative prior to its disclosure to the Partner or such Representative, (b) is or becomes generally available to the public other than as a result of disclosure by the Partner or its Representatives, (c) becomes available to the Partner 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 the Partner based on advice of counsel, in order to comply with applicable law or regulation or with any requirement imposed by judicial or administrative process. This Agreement is legally binding with FAX 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).

Lineage Capital, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Confirmed and Agreed to by the Company:

Company: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_