

CONFIDENTIALITY AGREEMENT

Date: _____

CONFIDENTIAL

Name: _____
Company: _____
Address: _____
City/State: _____
Phone: _____
Email: _____

In connection with the desire of _____ (the “Company”) and KarpReilly, LLC (“us” or “we”) to explore a potential transaction, you are furnishing us or our employees, agents or advisers (“Representatives”) with certain information which is either non-public, confidential or proprietary in nature. This information furnished to us or our Representatives, together with analyses, compilations, forecasts, studies or other documents prepared by us or our Representatives which contain or otherwise reflect such information or our review of, or interest in, the Company, is hereinafter referred to as the “Information”. In consideration of your furnishing us with the Information, we agree that:

1. The Information will be kept confidential and shall not, without your prior written consent, be disclosed by us or by our Representatives, in any manner whatsoever, in whole or part, and shall not be used by us or our Representatives, other than in connection with the transaction described above. Moreover, we agree to reveal the information only to such of our Representatives who need to know the Information for the purpose of evaluating the transaction described above, who are informed by us of the confidential nature of the Information and who shall agree to act in accordance with the terms and conditions of the Agreement.
2. Without your prior written consent, except as required by law, we and our Representatives will not disclose to any person the fact that the Information has been made available, that discussions or negotiations are taking place or have taken place concerning a possible transaction involving us and the Company or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
3. All copies of the Information, except for that portion of the Information which consists of analyses, compilations, forecasts, studies or other documents prepared by us or our Representatives, will be returned to you or destroyed (in either case, only upon your written request). That portion of the Information which consists of analyses, compilations, forecasts, studies or other documents prepared by us or our Representatives will be held by us and kept confidential subject to the terms of this Agreement, and any oral Information will continue to be subject to the terms of this Agreement.

4. The term Information shall not include such portions of the Information which (i) are or become generally available to the public other than as a result of a disclosure by us or our Representatives, (ii) become available to us on a non-confidential basis from a source other than you or your Representatives or (iii) was already in our possession prior to the date hereof and which was not obtained from you or your Representatives.
5. In the event that we or any of our Representatives are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to disclose any of the Information, we will provide you with prompt notice so that you may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Company waives compliance with the provisions of this Agreement, we may disclose such Information without liability hereunder; provided, however, that we will furnish only that portion of the Information which, in the opinion of our counsel, we are compelled to disclose and will not oppose any action by the Company to obtain reliable assurance that confidential treatment will be accorded the Information.
6. This agreement shall terminate two years from date of execution.

If the foregoing correctly sets forth our agreement, please sign and return the enclosed copy of this letter, whereupon it shall become our binding agreement to be governed by Connecticut law.

Very truly yours,

KarpReilly, LLC

Agreed and Accepted:

On behalf of _____

By:

Its: