

Confidentiality Agreement

Acquisition Advisor/Finder

Company

Officer

Address

City/State/Zip

Phone Number

Fax Number

Acquisition Candidate

Company

Contact

Address

City/State/Zip

Business Description

Quad-C Management, Inc. (“Quad-C”) is requesting information in connection with a possible transaction between the above-listed Acquisition Candidate, and Quad-C. We will treat confidentially any information furnished to us (the “Evaluation Material”); provided, however, that the term “Evaluation Material” does not include information which was or becomes available to us on a non-confidential basis without any breach of this agreement.

We will not disclose the Evaluation Material to anyone else or use the Evaluation Material in any way detrimental to the Company; provided, however, that we may disclose any Evaluation Material to our directors, officers, employees, agents and financing sources and the directors, officers, employees, agents and financing sources of our portfolio companies (collectively, “Representatives”) who need to know such information for the purpose of evaluating the transaction (it being understood that they shall be informed by us of the confidential nature of such information and that by receiving such information they are agreeing to be abide by this agreement.) We agree to be responsible for any breach of this agreement by any of our Representatives.

In the event that we are requested in any proceeding to disclose any Evaluation Material, we will give you prompt notice of such request so that you may seek an appropriate protective order. If in the absence of a protective order we are nonetheless compelled to disclose Evaluation Material, we may disclose such information without liability hereunder; provided, however, that we give you written notice of the information to be disclosed as far in advance of its disclosure as is practicable and, upon your request and at your expense, use our commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such information.

Upon your request we will promptly redeliver to you or destroy all copies of the Evaluation Material provided by you. Further we will destroy all memoranda, notes and other writings prepared by us or our Representatives based on the Evaluation Material.

We agree that money damages alone would not be a sufficient remedy for any breach of this agreement by us or our Representatives, and that in addition to all other remedies you shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

It is understood and agreed that neither you nor Quad-C (nor any of our respective affiliates) will be under any obligation to proceed with any transaction unless and until a definitive acquisition or other definitive transaction agreement has been executed by such persons.

This agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws principles or rules.

The terms of this agreement may not be amended or waived except in writing, signed by both parties in the case of an amendment and by the party waiving compliance in the case of a waiver.

If you are in agreement with the foregoing, please so indicate by signing and returning this agreement, which will constitute our agreement with respect to the matters set forth herein.

This letter agreement will terminate two (2) years from the date hereof.

Accepted and Agreed as of this date:

On behalf of Quad-C Management, Inc.

Company (Advisor)

Officer Date

Officer Date