

### Confidentiality Agreement

This document is provided in connection with our request to review confidential information in connection with the possible acquisition of assets in transactions with Sellers represented by The Principium Group, Inc.

Confidential information is defined as materials relating to business, marketing operations, assets and financial affairs of both parties. Parties may use the information for the purpose of evaluating the potential transaction.

Neither party may directly or indirectly disclose or make available any confidential information to any individuals and/or entities not directly involved in the project evaluation except where such disclosures may be required by law or regulation. It is further agreed that either party will not disclose to any person who is not direct participant in the transaction, either the fact that negotiations are taking place concerning a possible deal with the company, or any terms, conditions, or other facts with respect to a possible transaction, including the status of that negotiations.

The provision of the foregoing paragraphs shall not apply to any confidential information.

1. Which at the time disclosed or obtained is the public domain or which after being disclosed, or obtained becomes part of the public domain through no act, omission, or fault of Buyer, or
2. Which Buyer demonstrates to Seller, was in Buyer's possession at the time disclosure or receipt and was not acquired under an obligation confidence, or
3. Which Buyer demonstrates was received from a third party after the time it was disclosed or obtained hereunder and was not acquired by the third party from Seller, or an affiliate, director, employee, agent, or their representative of Seller, under an obligation of confidence.

This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. All Provisions of this agreement shall be binding from the date the agreement is signed and shall remain in effect for two (2) years following.

In consideration for you providing confidential business information, I/we hereby agree 1.) Not to divulge such information to others, except to secure their advice and counsel, and 2.) To conduct all further inquiry into the above opportunities exclusively through The Principium Group. 3.) I also agree to destroy all personal and confidential information provided to me, should this acquisition not progress to closing. Notwithstanding the foregoing, I/we may retain one (1) copy of the material to comply with document retention policies. Any material that is not destroyed shall remain confidential and subject to the other terms of this agreement. It is understood, by all parties, that The Principium Group represents the Seller.

The Seller is the intended beneficiary of all covenants of Prospect, which benefit the Seller, including without limitation, the covenants concerning the use of information disclosed to prospect and may bring an appropriate action to enforce such covenants. The prospect acknowledges receiving a copy of this document. A facsimile copy of this document and any signatures shall be considered for all purposes as originals.

If you are in agreement with the above, please sign below and return both pages of this form to: The Principium Group, Inc. at P.O. Box 414, Cordova, TN 38088, by fax at 888-588—0764 or by email to [ron@prncipiumgroup.com](mailto:ron@prncipiumgroup.com).

Agreed to:

Signed \_\_\_\_\_ Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Cell \_\_\_\_\_ Email address: \_\_\_\_\_