

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “Agreement”) is entered into effective as of the date set forth below, by and between _____ (the “Interested Party”) and Adler & Company, Inc. Client # _____ (the “Disclosing Party”).

1. In connection with its consideration of a possible acquisition of the stock or substantially all of the assets of the Disclosing Party (the “Transaction”), the Interested Party has received or will receive from the Disclosing Party, certain confidential, proprietary or secret information relating to the business of the Disclosing Party and its subsidiaries and affiliates. Such information is referred to herein as the “Confidential Information” and may include, but is not limited to, financial performance and history, copies of actual and pro forma financial statements and reports, information relating to customers, marketing and products, other sales information including market analyses and studies, price, client and supplier lists, business and marketing plans, projections, negotiation strategies, trade secrets, information relating to operations, processes and procedures, and other information whether it be commercial, technological, financial or otherwise in nature. The existence of negotiations, discussions, and exchanges of information between the parties hereto also is specifically confidential and any actual or pending transaction shall be treated as additional Confidential Information. The Interested Party acknowledges that all Confidential Information is confidential, proprietary, and protected by the Disclosing Party and is subject to the terms and limitations of this Agreement.

2. The Interested Party acknowledges that it is of the utmost importance that the Confidential Information be kept secret and confidential, and hereby agrees to keep all Confidential Information secret and confidential in all respects. The Interested Party further agrees not to disclose the Confidential Information to any third party, including any affiliated or related companies, who has not signed this Agreement. Confidential Information may be provided to agents and representatives of the Interested Party, including the Interested Party’s attorneys and accountants, and consultants for the sole purpose of assisting the Interested Party in evaluating the Transaction, provided that the Interested Party informs such parties of the existence of this Agreement and takes all necessary steps to cause such parties to continue to respect the confidentiality of the Confidential Information and the restrictions contained in this Agreement.

3. The Confidential Information shall be used by the Interested Party solely in connection with its consideration of the Transaction. The Interested Party agrees that the Confidential Information shall not be used for any other purpose, including any type of commercialization or competitive activity by the Interested Party or any other activity detrimental to the Disclosing Party. The Interested Party agrees that it will not disclose any such Confidential Information to any third party except as expressly permitted herein or as otherwise expressly agreed to by the Disclosing Party in writing.

4. Certain of the Confidential Information may include information which constitutes trade secrets of the Disclosing Party or otherwise may be subject to legal protection. All Confidential Information, whether or not so legally protected or whether or not a trade secret under applicable law is nevertheless subject to the terms and conditions of this Agreement as Confidential Information.

5. Any information or data which the Interested Party establishes is already available, at the time of disclosure, to the general public on an unrestricted basis, through no fault of the Interested Party, shall not be subject to the restrictions on use or disclosure set forth in this Agreement.

6. For purposes of this Agreement, Adler & Company, Inc. ("Broker") is deemed to be an agent of the Disclosing Party and Broker's disclosure of information shall have the same effect as disclosure by the Disclosing Party. Any information disclosed by Broker shall be deemed to be Confidential Information, which is subject to the terms and limitations set forth in this Agreement, unless otherwise specified in writing. The Disclosing Party and Broker have not made and do not make any representation or warranty as to the accuracy or completeness of the Confidential Information. The Interested Party agrees that neither the Disclosing Party nor Broker shall have any liability resulting from the provision of or use by the Interested Party of the Confidential Information.

The Interested Party acknowledges that it has been notified that the Disclosing Party has hired Adler & Company, Inc. as its exclusive agent and transaction representative. The Interested party hereby agrees to conduct all of its inquiries and negotiations through Broker.

7. In the event that the Interested Party or anyone to whom it supplies the Confidential Information receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena or order issued by a court or governmental body, the Interested Party agrees: (i) to notify the Disclosing Party immediately of the existence, terms and circumstances surrounding such request; (ii) to consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Confidential Information is required to prevent the Interested Party from being held in contempt or other penalty, to furnish only such portion of the Confidential Information as, in the written opinion of counsel satisfactory to the Disclosing Party, it is legally compelled to disclose and to exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed information.

8. Upon request by the Disclosing Party, the Interested Party shall promptly return all materials provided to the Interested Party by or on behalf of the Disclosing Party and any documents, copies, materials, or other tangible evidence of the Confidential Information, in any form whatsoever with respect to any of the Confidential Information.

9. The Interested Party agrees that any violation of the terms of this Agreement would cause immediate and irreparable harm to the Disclosing Party and its business, and the Interested Party therefore agrees that upon the existence of any breach or threatened breach of this Agreement,

in addition to any other remedy to which the Disclosing Party may be entitled at law or in equity, the Disclosing Party shall be entitled to an immediate injunction or injunctions (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches of this agreement or to compel specific performance of this Agreement, and that the Interested Party shall not oppose the granting of such relief. This provision shall not limit the right of the Disclosing Party to other damages or legal relief in addition to or substitution for such equitable relief.

10. No failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

11. If any provision of this Agreement shall be held by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, such provision may be severed or enforced to the extent possible, and such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement.

12. This Agreement is entered into in the State of Colorado with respect to information and activities of the Disclosing Party that occur primarily in the State of Colorado. The Interested Party accordingly agrees that jurisdiction of any dispute which may arise hereunder shall lie in any court of general jurisdiction in the State of Colorado. In the event legal action is necessary in order to enforce the rights of the Disclosing Party hereunder, the Disclosing Party shall be entitled to its legal costs and attorneys' fees, as well as any other relief to which it is entitled.

13. This Agreement may not be assigned by the Interested Party without the prior written consent of the Disclosing Party. In any event, the terms and conditions of this Agreement shall be binding on the officers, directors, shareholders, managers, members, partners, employees, representatives or agents of the Interested Party, and on any person or entity controlled by, controlling, or under common control with the Interested Party (together with all such officers, directors, shareholders, managers, members, partners, employees, representatives, agents of such entity). The Interested Party shall be fully liable for any breach of this Agreement by any of the foregoing persons or entities.

14. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the parties or enforceable unless made in writing and signed by each of the parties.

15. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together will be deemed to be one and the same instrument binding upon all of the parties hereto. For purpose of this Agreement, facsimile signatures shall be deemed originals.

16. The obligations of the Interested Party hereunder shall terminate two (2) years after disclosure of the last item of Confidential Information subject to this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of _____, 200__.

DISCLOSING PARTY:

INTERESTED PARTY:

By: _____
Its: _____,

By: _____
Its: _____