

CONFIDENTIALITY AGREEMENT

As of _____, 2015 (the "Effective Date")

To: [NAME OF INDIVIDUAL/ENTITY RECEIVING CONFIDENTIAL INFORMATION]
(the "Receiving Party" or "you")

Ladies and Gentlemen:

This Confidentiality Agreement (the "Confidentiality Agreement") shall become effective as of the Effective Date, upon your execution and delivery of this Confidentiality Agreement to [NAME OF DISCLOSING PARTY] (the "Company").

The Receiving Party may receive certain non-public information regarding the Company in connection with the Receiving Party's employment, business or other relationship with the Company. The Receiving Party acknowledges that this information is proprietary to the Company and may include trade secrets or other business information the disclosure of which could harm the Company. Therefore, as a condition to being furnished with such information, the Receiving Party agrees to treat any and all information concerning or relating to the Company or any of its subsidiaries or affiliates (regardless of the manner in which it is furnished, including in written or electronic format or orally, gathered by visual inspection or otherwise), together with any notes, analyses, reports, models, compilations, studies, interpretations, documents, records or extracts thereof containing, referring, relating to, based upon or derived from such information, in whole or in part (collectively, "Confidential Material"), in accordance with the provisions of this Confidentiality Agreement, and to take or abstain from taking the other actions hereinafter set forth.

1. The term "Confidential Material" does not include information that (i) is or has become generally available to the public other than as a result of a direct or indirect disclosure by you in violation of this Confidentiality Agreement or any obligation of confidentiality, (ii) was within your possession on a non-confidential basis prior to its being furnished to you by or on behalf of the Company or its agents, representatives, attorneys, advisors, directors, officers or employees (collectively, the "Company Representatives"), or (iii) is received from a source other than the Receiving Party, the Company or any of the Company Representatives; provided, that in the case of clause (ii) or (iii) above, the source of such information was not believed by you, after reasonable inquiry of the disclosing person, to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company or any other person with respect to such information at the time the information was disclosed to you.

2. The Receiving Party shall (a) keep the Confidential Material strictly confidential and (b) not disclose any of the Confidential Material in any manner whatsoever without the prior written consent of the Company. It is understood and agreed that the Company does not intend to disclose to you any Legal Advice (as defined below) that may be included or referenced in the Confidential Material with respect to which such disclosure would or may constitute waiver of the Company's attorney-client privilege or the protections afforded by the attorney work product

doctrine; provided, however, that you may be provided such disclosure of Legal Advice if such disclosure shall not have the purpose or effect of waiving attorney-client privilege or attorney work product protection with respect to any portion of such Legal Advice and if reputable outside legal counsel of national standing provides the Company with a written opinion that such disclosure will not waive the Company's attorney-client privilege or attorney work product protection with respect to such Legal Advice. "Legal Advice" as used in this Confidentiality Agreement shall be solely and exclusively limited to the advice provided by legal counsel and shall not include factual information or the formulation or analysis of business strategy that is not protected by the attorney-client privilege or the attorney work product doctrine.

3. In the event that you are required by applicable subpoena, civil investigative demand, legal process or other legal requirement to disclose any of the Confidential Material, you will promptly notify (except where such notice would be legally prohibited) the Company in writing by email, facsimile and certified mail so that the Company may seek a protective order or other appropriate remedy (and if the Company seeks such an order, you will provide such cooperation as the Company shall reasonably request), at its cost and expense. Nothing herein shall be deemed to prevent you from honoring a subpoena, civil investigative demand, legal process or other legal requirement that requires discovery, disclosure or production of the Confidential Material if (a) you produce or disclose only that portion of the Confidential Material which your outside legal counsel of national standing advises you in writing is legally required to be so produced or disclosed and you inform the recipient of such Confidential Material of the existence of this Confidentiality Agreement and the confidential nature of such Confidential Material or (b) the Company consents in writing to having the Confidential Material produced or disclosed pursuant to the subpoena, civil investigative demand, legal process or other legal requirement. In no event will you oppose action by the Company to obtain a protective order or other relief to prevent, condition or limit the disclosure of the Confidential Material or to obtain reliable assurance that confidential treatment will be afforded the Confidential Material. For the avoidance of doubt, it is understood that there shall be no "legal requirement" requiring you to disclose any Confidential Material solely by virtue of the fact that, absent such disclosure, you would be prohibited from purchasing, selling, or engaging in derivative or other voluntary transactions with respect to the Common Stock of the Company or otherwise proposing or making an offer to do any of the foregoing, or you would be unable to file any proxy or other solicitation materials in compliance with Section 14(a) of the Exchange Act or the rules promulgated thereunder.

4. You acknowledge that (a) none of the Company or any of the Company Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of any Confidential Material, and (b) none of the Company or any of the Company Representatives shall have any liability to you relating to or resulting from the use of the Confidential Material or any errors therein or omissions therefrom.

5. All Confidential Material shall remain the property of the Company. You shall not, by virtue of any disclosure of and/or your use of any Confidential Material, acquire any rights with respect thereto, all of which rights (including all intellectual property rights) shall remain exclusively with the Company. At any time after your receipt of written notice by the Company that the Confidential Material must be returned to the Company or destroyed, you will

promptly return to the Company or destroy all hard copies of the Confidential Material and use commercially reasonable efforts to permanently erase or delete all electronic copies of the Confidential Material in your possession or control (and, upon the request of the Company, shall promptly certify to the Company that such Confidential Material has been erased or deleted, as the case may be). Notwithstanding the return or erasure or deletion of Confidential Material, you will continue to be bound by the obligations contained herein.

6. You acknowledge that the Confidential Material may constitute material non-public information under applicable federal and state securities laws, and you shall not, and you shall use your commercially reasonable efforts to ensure that anyone on your behalf does not, trade or engage in any derivative or other transaction, on the basis of any Confidential Material that constitutes material non-public information in violation of such laws.

7. You hereby represent and warrant to the Company that (i) you have all requisite power and authority to execute and deliver this Confidentiality Agreement and to perform your obligations hereunder, (ii) this Confidentiality Agreement has been duly authorized, executed and delivered by you, and is a valid and binding obligation, enforceable against you in accordance with its terms, (iii) this Confidentiality Agreement will not result in a violation of any terms or conditions of any agreements to which you are a party or by which you may otherwise be bound or of any law, rule, license, regulation, judgment, order or decree governing or affecting you, and (iv) your entry into this Confidentiality Agreement does not require approval by any other individual or entity (except as has already been obtained).

8. You acknowledge and agree that the value of the Confidential Material to the Company is unique and substantial, but may be impractical or difficult to assess in monetary terms. You further acknowledge and agree that in the event of an actual or threatened violation of this Confidentiality Agreement, immediate and irreparable harm or injury would be caused for which money damages would not be an adequate remedy. Accordingly, you acknowledge and agree that, in addition to any and all other remedies which may be available to the Company at law or equity, the Company shall be entitled to specific relief hereunder, including an injunction or injunctions to prevent breaches of this Confidentiality Agreement and to enforce specifically the terms and provisions of this Confidentiality Agreement exclusively in the any New York federal or state court located in the borough of Manhattan in the City of New York, in addition to any other remedy to which it is entitled at law or in equity.

9. Each of the parties hereto (a) consents to submit itself to the personal jurisdiction of any and all New York federal or state courts located in the borough of Manhattan in the City of New York with respect to any dispute that arises out of this Confidentiality Agreement, (b) agrees that such party shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that such party shall not bring any action relating to this Confidentiality Agreement or the transactions contemplated by this Confidentiality Agreement in any court other than the New York federal and state courts located in the borough of Manhattan in the City of New York, (d) irrevocably waives the right to trial by jury, (e) agrees to waive any bonding requirement under any applicable law, in the case any other party seeks to enforce the terms by way of equitable relief and (f) irrevocably consents to service of process by notice delivered in accordance with paragraph 11. THIS CONFIDENTIALITY

AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED WHOLLY WITHIN SUCH STATE WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES OF SUCH STATE. Nothing in this paragraph 9 shall prevent any of the parties hereto from enforcing its rights under this Confidentiality Agreement or shall impose any limitation on any of the parties or their respective past, present or future general partners, directors, officers, or employees in defending any claim, action, cause of action, suit, administrative action or proceeding of any kind, including any federal, state or other governmental proceeding of any kind, against any of them. The rights and remedies provided in this Confidentiality Agreement are cumulative and do not exclude any rights or remedies provided by law.

10. This Confidentiality Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and may be amended only by an agreement in writing executed by an authorized representative of each of the parties. No failure or delay on the part of any party hereto to exercise any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of a right, power or remedy hereunder by a party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

11. All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process in regard hereto shall be in writing (including electronic format) and shall be deemed validly given, made or served, if (i) given by electronic mail, when such electronic mail is transmitted to the email address set forth below (provided that a copy of such notice, consent, request, instruction, approval or other communication is also delivered by overnight courier or certified mail within two business days after such electronic transmission) or (ii) if given by any other means, when actually received during normal business hours at the address specified below:

If to the Company:

[NAME OF DISCLOSING PARTY]
[ADDRESS OF DISCLOSING PARTY]
Email:

with a copy to:

[NAME OF DISCLOSING PARTY ATTORNEY]
[ADDRESS OF DISCLOSING PARTY ATTORNEY]
Email:

If to the Receiving Party:

[NAME OF RECEIVING PARTY]
[ADDRESS OF RECEIVING PARTY]

Email:

with a copy to:

[NAME OF RECEIVING PARTY ATTORNEY]

[ADDRESS OF RECEIVING PARTY ATTORNEY]

Email:

12. If any provision of this Confidentiality Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, the illegality or unenforceability of such provision shall have no effect upon the legality or enforceability of any other provision of this Confidentiality Agreement. The parties hereto shall use their best efforts to agree upon and substitute a valid and enforceable term, provision or covenant for any such provision that is held to be illegal, void or unenforceable by a court of competent jurisdiction.

13. This Confidentiality Agreement may be executed in two or more counterparts which together shall constitute a single agreement.

14. The terms and provisions of this Confidentiality Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. No party shall assign this Confidentiality Agreement or any rights or obligations hereunder.

15. This Confidentiality Agreement is solely for the benefit of the parties hereto and is not enforceable by any other person, whether named or referenced herein or not.

16. This Confidentiality Agreement shall expire [36] months from the Effective Date; except that you shall maintain in accordance with the confidentiality obligations set forth herein any Confidential Material constituting trade secrets for such longer time as such information constitutes a trade secret of the Company as defined under 18 U.S.C. § 1839(3).

17. No licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied by this Confidentiality Agreement.

18. Each of the parties acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Confidentiality Agreement, and that it has executed the same with the advice of said independent counsel. Each party and its counsel cooperated and participated in the drafting and preparation of this Confidentiality Agreement and the documents referred to herein, and any and all drafts relating thereto exchanged among the parties shall be deemed the work product of all of the parties and may not be construed against any party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Confidentiality Agreement against any party that drafted or prepared it is of no application and is hereby expressly waived by each of the parties hereto, and any controversy over interpretations of this Confidentiality Agreement shall be decided without regards to events of drafting or preparation. The term "including" shall in all instances be deemed to mean "including without

limitation". When a reference is made in this Confidentiality Agreement to a paragraph, such reference shall be to a paragraph of this Confidentiality Agreement unless otherwise indicated.

Please confirm your agreement with the foregoing by signing and returning one copy of this Confidentiality Agreement to the undersigned, whereupon this Confidentiality Agreement shall become a binding agreement between you and the Company.

Very truly yours,

[NAME OF DISCLOSING PARTY]

By: _____

Name:

Title:

Accepted and agreed as of the date first written above:

[NAME OF RECEIVING PARTY]

By: _____

Name:

Title: