



CONFIDENTIALITY AGREEMENT

ADVISOR/FINDER

INVESTMENT CANDIDATE

Company

Company

Office

Contact

Address

Address

City/State/Zip

City/State/Zip

Phone Number

Fax Number

Business Description

Labrador Capital, LLC ("Labrador Capital") is requesting information in connection with a possible transaction between the above listed Investment Candidate (the "Investment Candidate") and Labrador Capital. Labrador Capital will treat confidentially any information furnished to them (the "Evaluation Material"); provided, however, that the Evaluation Material does not include information that: (a) is or becomes generally available to the public through no action of Labrador Capital in breach of this agreement, (b) becomes available to Labrador Capital from a source (other than Investment Candidate or Advisor) that Labrador Capital does not know, at the time of their receipt of the information, is legally prohibited from disclosing it to Labrador Capital, (c) was already in Labrador Capital's possession prior to their execution of this agreement or (d) is independently developed by Labrador Capital or their Representatives without use of the Evaluation Material.

Labrador Capital will not disclose the Evaluation Material to anyone else or use the Evaluation Material in any way detrimental to the Investment Candidate other than with respect to Labrador Capital's evaluation and negotiation of a possible transaction; provided, however, that Labrador Capital may disclose any Evaluation Material to their directors, officers, employees, agents, partners, lawyers, accountants, financial advisors, possible co-investors, lenders or other representatives who Labrador Capital determines need to know such information for the purpose of evaluating the possible transaction (collectively, the "Representatives"), it being understood that the Representatives shall be informed by Labrador Capital of the confidential nature of the Evaluation Material. Labrador Capital agrees to be responsible for any breach of this agreement by any of their Representatives.

In the event that Labrador Capital is requested in any proceeding to disclose any Evaluation Material, Labrador Capital will give Investment Candidate prompt notice of such request so that Investment Candidate may seek an appropriate protective order. If in the absence of a protective order Labrador Capital believes that they are nonetheless compelled to disclose Evaluation Material, Labrador Capital may disclose such Evaluation Material without liability hereunder; provided however, that Labrador Capital gives Investment Candidate written notice of the Evaluation Material to be disclosed as far in advance of its disclosure as is practicable and, upon Investment Candidate's request and at its expense, use reasonable best efforts to obtain assurances that confidential treatment will be accorded to such Evaluation Material.

Upon Investment Candidate's request Labrador Capital will promptly redeliver to Investment Candidate or destroy all copies of the Evaluation Material provided by Investment Candidate. All memoranda, notes and other writings prepared by Labrador Capital or its Representatives based on the Evaluation Material will be kept confidential according to the terms of this agreement.

This agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws principles or rules. Any suit or other legal proceeding brought with respect to this agreement must be brought in a court sitting in Los Angeles County, California, and each party to this agreement agrees and consents to the venue and personal jurisdiction of any such court.

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.

The term of this agreement is two (2) years from the date signed by Labrador Capital below.

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.

Accepted and agreed as of this date:

Company

Labrador Capital, LLC

Name

Name

Title

Title

Signature

Signature

Date

Date