



HANOVER PARTNERS, INC.

A Private Investment Company

SAN FRANCISCO • PORTLAND

Confidentiality Agreement

In connection with the possible interest of Hanover Partners, Inc. ("the Buyer") in acquiring _____ ("the Acquisition Candidate"), the Acquisition Candidate will be furnishing the Buyer with certain materials which include information which is confidential or proprietary in nature (such confidential or proprietary information, subject to paragraph 4 below, being hereinafter referred to as the "Information"). In consideration of the Acquisition Candidate's furnishing the Buyer with the Information, the Buyer agrees as follows:

1. The Buyer will not use the information in any way detrimental to the Acquisition Candidate and the Buyer, in each case will keep the Information confidential for a period of two years from the date hereof.
2. The Buyer will not, without the prior written consent of the Acquisition Candidate, disclose or communicate the Information to any person, except its advisors (the "Representatives") involved in evaluating the various aspects of the possible acquisition. The Buyer will inform any Representative supplied with any Information of the confidential nature of such Information and of the Buyer's obligations under this Agreement, and will direct such Representative to treat such Information confidentially.
3. In the event that the Buyer does not acquire the Acquisition Candidate, the Buyer will, upon request, destroy all the Information provided to the Buyer or its Representatives in written form and will use its reasonable efforts to destroy all documents, memoranda, notes and other writings whatsoever prepared by the Buyer or its Representatives based on the Information. The Buyer also agrees, if requested by the Acquisition Candidate, to certify in writing to the Acquisition Candidate that the Buyer is not aware of any such writings, which have not been destroyed.
4. The term "Information" does not include information which (a) was available to the Buyer or any Representative prior to its disclosure to the Buyer or such Representative, (b) is or becomes generally available to the public other than as a result of disclosure by the Buyer or its Representatives, (c) becomes available to the Buyer or any Representative on a non-confidential basis from a source other than the Acquisition Candidate that is not bound by a confidentiality agreement with the Acquisition Candidate, or (d) must be disclosed, as determined by the Buyer based on advice of counsel, in order to comply with applicable law or regulation or with any requirement imposed by judicial or administrative process.

This Agreement may be executed in counterparts (each of, which shall be deemed an original, and both of which shall constitute one and same instrument).

Confirmed and Agreed to by:

Hanover Partners, Inc.

Company: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

www.hanoverpartners.com

aaron@hanoverpartners.com

Phone: 415-788-8680