

## CONFIDENTIALITY AGREEMENT

\_\_\_\_\_ (the "Company") will furnish Renaissance Partners, LLC ("RP") with certain financial data and other information the Company considers non-public, confidential or proprietary in nature ("Information"). As a condition for furnishing said Information, RP agrees to:

1. a) Hold the Information in confidence for the benefit of the Company, using the same degree of care as it uses for its own confidential information of similar sensitivity, but never with less than a reasonable degree of care;  
b) Restrict disclosure of the Information solely to those employees or advisors of RP having a need to know such Information for the purpose of evaluating the business and prospects of the Company; and  
c) Advise those employees or advisors of RP to whom Information is disclosed of their obligations with respect to the Information.
2. The Information shall be deemed the property of the Company and, upon written request, RP will return all Information, whether in electronic or tangible form, to the Company within 15 days of such request.
3. Nothing contained in the Agreement shall be construed as granting or conferring any rights by license or otherwise in any Information disclosed to RP and nothing herein shall obligate or otherwise commit either party in any way, directly or indirectly, to enter into any transaction.
4. This Agreement shall benefit and be binding upon the parties hereto and shall not be sold, assigned, or otherwise transferred.
5. In the event of any breach of this Agreement, the Company, in addition to any other remedies at law or in equity that it may have, will be entitled to equitable relief, including injunctive relief and specific performance. RP assumes all responsibility for any breach or threatened breach of this Agreement by RP's employees and advisors including, without limitations, use of the Information in a manner not in accordance with the terms of this Agreements. RP also acknowledges that any breach or threatened breach of this Agreement could result in irreparable injury to the Company for which monetary damages may not be an adequate remedy, and also agrees that the Company shall be entitled, without proving actual monetary damage, to temporary and permanent injunctive relief restraining such breach or threatened breach.
6. The Information shall not include any information or data which (a) was known to RP or its parent or affiliates prior to disclosure by the Company, (b) corresponds in substance to information acquired or developed by RP without the benefit or disclosure by the Company, or (c) becomes readily ascertained from public or published material.
7. Notwithstanding any terms to the contrary herein, RP may comply with any governmental order, court order or other decree to produce or disclose the information. RP shall provide reasonable notice to the Company to object to such disclosure, if possible, but in all cases, RP shall notify the Company prior to any disclosure under this Section.
8. This agreement shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Pennsylvania and shall be deemed to be performed in that state.

9. This Agreement constitutes the entire agreement between the Company and RP with respect to the subject matter hereof.

**ACCEPTED AND AGREED**

**Renaissance Partners, LLC**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_