



Confidentiality Agreement

This agreement ("Agreement") between Cetane Associates, LLC ("Cetane") and _____ ("Recipient") confirms their mutual understanding in connection with Proprietary Information regarding the number designated company listed below ("Company"). Cetane, Recipient, and Company are collectively referred to herein as ("Parties").

1. "Proprietary Information" shall mean all reports, oral and written, concerning the Company, including its identity, location, procedures, processes, schedules, know-how, designs, formulae, databases, customer lists, business strategies, financial information, and other confidential information.
2. Recipient agrees at all times: (a) to hold in confidence and trust and maintain as confidential all of the Proprietary Information, (b) not to copy or attempt to derive the underlying information, structure, or ideas of any of the Proprietary Information, (c) not to disclose any of the Proprietary Information or any information derived therefrom to any person or entity, (d) not to make any use whatsoever at any time of the Proprietary Information for any purpose other than to analyze, evaluate, negotiate, implement or complete a potential transaction between the Recipient and the Company.
3. Recipient agrees that the use of the Proprietary Information shall at all times be limited to persons legitimately having a need to know the information being disclosed and who are bound in writing to the terms of this Agreement ("Designated Persons"). Recipient agrees to cause its Designated Persons to strictly observe this Agreement's restrictions and keep in confidence and trust all of the Proprietary Information. Recipient agrees that all (i) communications regarding the Proprietary Information and the potential business relationship between the Parties, (ii) requests for additional information, facility tours, or management meetings, and (iii) discussions or questions regarding procedures with respect to the Proprietary Information, will be directed to Cetane and under no circumstances directly to Company.
4. The Recipient or its associates will not communicate information presented by Cetane or the Company to any third party not bound by this Agreement. Employees and associates, including legal and financial advisors, are bound to the same obligation of secrecy and confidentiality as Recipient.
5. Unless permission is specifically given by Cetane, all communications prior to closing between Recipient and Company will be handled through Cetane. Under no circumstances should any employee or affiliate of the Company be contacted directly.
6. While information is thought to be accurate, the Company and Cetane make no such representation or warranty. The Recipient will perform due diligence at its own cost and satisfaction. Any representations set forth by the Seller shall become binding only upon a fully executed purchase and sale agreement.
7. All material furnished by Cetane shall remain the property of Cetane and, at Cetane's request, shall be returned to Cetane or destroyed by the Recipient, which destruction shall be certified in writing by the Recipient.
8. The obligations set forth shall not apply with respect to information that is in the public domain at the time of disclosure or which thereafter enters the public domain through no improper action or inaction by the Recipient or is required by court order.

9. By way of its Consulting Agreement with Cetane, the Company acknowledges that the Recipient may be engaged in activities that may be in competition with the business of the Company. Nothing in this Agreement shall impose restrictions upon Recipient's activities so long as the Recipient does not use any Proprietary Information to benefit the Recipient.
10. Each Party hereby acknowledges and agrees that in the event of any breach of this Agreement, including, without limitation, the actual or threatened disclosure of any of the Proprietary Information without the express written consent of Cetane, Cetane and Company will suffer irreparable injury, such that no remedy of law will afford Cetane or Company adequate protection against, or appropriate compensation for, such injury. Accordingly, Recipient hereby agrees that, in addition to any remedy at law or equity as to which Cetane and Company may be entitled, Cetane and Company shall be entitled to specific performance of Recipient's obligations under this Agreement, as well as such further injunctive relief as may be granted by a court of competent jurisdiction.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to conflict of law provisions, as applied to agreements among Connecticut residents entered into and to be performed entirely within Connecticut. In the event that any of the provisions of this Agreement shall be held by a court to be unenforceable, the remaining portions thereof shall remain in full force and effect.
12. In the event any suit or other action is commenced to construe or enforce any provision of this Agreement, the prevailing Party shall be paid by the other Party, in addition to all other amounts such prevailing Party is entitled to receive from the other Party, a reasonable sum for attorney's fees and costs.
13. The terms of this Agreement shall expire two years from the date hereof.
14. Number designated company: **21-09**

SIGNATURE PAGE FOLLOWS

Recipient

Name _____

Title _____

Company Name _____

Address _____

Phone (office) _____

Phone (mobile) _____

Email _____

Signature _____

Date _____

Under Contract