

## Confidentiality Agreement

ISC Capital Management, Inc. ("ISC ") has been engaged by \_\_\_\_\_ ("the Client") to assist it in connection with \_\_\_\_\_ ("the Study").

ISC recognizes that certain confidential, non-public, proprietary information relating to the Client will be furnished to ISC in connection with the Study. Such information is hereinafter referred to as "Confidential Information". ISC agrees that it will not disclose any Confidential Information to any person who is not a director, officer or employee of ISC or counsel to ISC without the consent of the Client and will not use such information for any purpose other than the provision of consulting services in connection with the Study. Information that (i) is in the possession of ISC prior to the commencement of the Study, (ii) is or becomes available in the public domain through no fault of ISC , or (iii) is not acquired by ISC from the Client or from sources known by ISC to be in breach of an obligation of secrecy to the Client will, of course, not be deemed Confidential Information.

ISC represents that each of its consultants is formally apprised of his or her obligations under the ISC Code of Professional Responsibility. This Code is designed to instruct individual consultants on the importance of safeguarding the confidentiality of all client affairs and information by, among other things, not disclosing to any unauthorized person any information whatsoever not generally available to the public (including contents of any reports, memoranda, or other materials) concerning the operations and affairs of any client of ISC .

In the event that ISC receives a request to disclose all or any part of any Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, ISC agrees to (a) immediately notify the Client of the

existence, terms and circumstances surrounding such request, (b) consult with the Client on the advisability of taking legally available steps to resist or narrow such request, and (c) if disclosure of such Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information to be disclosed which the Client designates. ISC shall be entitled to reimbursement for its expenses, including the fees and expenses of its counsel, in connection with action taken pursuant to this paragraph.

All records, notes, documents, drawings, written specifications and other tangible information supplied by the Client to ISC in connection with this engagement and marked or designated by the Client as confidential, and all copies, reprints, reproductions or translations thereof made by ISC, will, upon request, be returned by ISC to the Client.

This agreement shall survive the termination of the Study.

ISC Capital Management, Inc.

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

Date: \_\_\_\_\_

[Client]

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

Date: \_\_\_\_\_