

LONG POINT CAPITAL, INC

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NEW YORK, NY 10153
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www.longpointcapital.com

PRIVATE & CONFIDENTIAL

Month Day, Year

XYZ Company

Dear :

In connection with our consideration of a possible transaction (the "Transaction") with [Prospect Company Name] (the "Company"), you are prepared to make available to Long Point Capital, Inc. ("Long Point") certain information which is non-public, confidential or proprietary in nature ("Confidential Information").

By execution of this letter agreement (the "Agreement"), we ("Long Point") agree to treat all Confidential Information confidentially and to observe the terms and conditions set forth herein for a period of two years from the date of the execution of this Agreement. For purposes of this Agreement, Confidential Information shall include all information that contains or otherwise reflects information concerning the Company that we or our Representatives (as defined below) may be provided by the Company on a confidential basis and identified as "Confidential Information" in the course of our evaluation of a possible Transaction. The term "Confidential Information" shall also include all reports, analyses, notes or other information that are based on, contain or reflect any Confidential Information ("Notes").

Notwithstanding the foregoing, we shall not be required to maintain the confidentiality of those portions of the Confidential Information that (i) become generally available to the public other than as a result of a breach of the provisions hereof, (ii) were known by us on a non-confidential basis prior to our receipt of such in connection with this Agreement, (iii) become available to us on a non-confidential basis from a source other than the Company or its agents, advisors or representatives, or (iv) may be legally required to be disclosed by a court of competent jurisdiction.

We agree that we will not use the Confidential Information for any purpose other than determining whether we wish to enter into a Transaction. We agree not to disclose or allow disclosure to others of any Confidential Information, except that we may disclose Confidential Information to our directors, officers, employees, agents, advisors or representatives (“Representatives”), to the extent necessary to permit such Representatives to assist us in making the determination referred to in the prior sentence.

In the event that we or anyone to whom we transmit any Confidential Information in accordance with this Agreement are requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demand or similar process), in connection with any proceeding, to disclose any Confidential Information, we will give the Company prompt notice of such request or requirement. We (or such other persons to whom such request is directed) will furnish only that portion of the Confidential Information which we reasonable believe is legally required to be disclosed.

We agree that money damages may not be a sufficient remedy for any breach of this Agreement by Long Point or our Representatives, and that in addition to all other remedies the Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. In the event of litigation relating to this letter agreement in a court of competent jurisdiction, the prevailing party shall reimburse the non-prevailing party its reasonable legal fees incurred in connection with such litigation.

All modifications of, waivers of and amendments to this Agreement or any part hereof must be in writing signed on behalf of Long Point and the Company. It is further understood and agreed that no failure or delay by the Company in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

In the event that any provision or portion of this letter is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this letter shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

LONG POINT CAPITAL, INC.

By: _____

Its: _____

Date: _____