

Triton Pacific Capital Partners, LLC Confidentiality Agreement

Agent/Investment Banker

Contact

Company

Address/City/State/Zip

Phone number/Email address

Company

Company

Address/City/State/Zip

Triton Pacific Capital Partners, LLC ("TPCP") is requesting information in connection with a possible transaction involving the above listed Company. We agree to treat confidentially any information furnished to us (the "Company Information"); provided, however, that the Company Information does not include information which was or becomes generally available to TPCP on a non-confidential basis.

We will not disclose the Company Information to anyone else or use the Company Information in any way detrimental to the Company; provided, however, that we may disclose any Company Information to our directors, officers, employees or agents who need to know such information for the purpose of evaluating or consummating the transaction (such third parties will be informed by us of the confidential nature of such information and that by receiving such information they are agreeing to be bound by this agreement).

We agree that money damages alone may not be a sufficient remedy for any breach of this agreement by us, and that in addition to other remedies you shall be entitled to specific performance and injunctive relief as a remedy for any such breach, and we further agree to waive and to use efforts to cause our directors, officers, or agents to waive, any requirement for the securing or posting of any bond in connection with such remedy.

If we are compelled by any legal or other proceeding to disclose the Company Information, we may disclose such information without liability hereunder; provided, that we give you written notice of the specific information to be disclosed as far in advance of its disclosure as is reasonably practicable, and to use reasonable efforts to assure that such information will be treated confidentially.

Upon your request we will promptly redeliver to you or destroy all copies of the Company Information as well as notes and other documents prepared by us or relating to the Company.

This agreement shall be governed by and construed in accordance with the laws of the State of California.

This understanding will have a term of one year from the date it is executed.

On behalf of Triton Pacific Capital Partners, LLC:

Officer

Date