

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT by and between Asset Enhancement Solutions, LLC, a New York limited liability company (the "**Company**"), and _____ (the "**Disclosing Party**").

WHEREAS, the Disclosing Party is desirous of disclosing to Company certain Confidential Information (as defined below) for the purpose of evaluating a potential advisory role for the Company and engaging in other business activities with the Company, including obtaining loans or advances financed by commercial banks or other lenders (collectively, "**Lenders**") (the "**Purpose**");

WHEREAS, the Company and Disclosing Party desire to enter into this Agreement so that the Disclosing Party may be assured of, among other thing, the safekeeping and secrecy of its Confidential Information, including the existence of any discussions among the parties hereto.

In consideration of the foregoing, and of the mutual covenants contained in this Agreement, the Company and Disclosing Party hereby agree as follows:

- 1) This Agreement shall remain in effect for a period of five (5) years from the date hereof or until execution of a more formal engagement letter, at which point the engagement letter shall govern the treatment of Confidential Information.
- 2) The Company shall use the Confidential Information for the Purpose. "**Confidential Information**" means all information relating to the Disclosing Party's business directly or indirectly disclosed by, or on behalf of, the Disclosing Party to the Company whether in writing or orally, including, without limitation, information about customers, contract forms, financial statements, accounting records, vendor contracts, employment agreements, costs, profits, markets, sales, suppliers and employees, plans for future development, promotional methods, and any other information of a similar nature not available to the public. In addition to the foregoing the parties hereto shall safeguard the secrecy of any discussions and/or negotiations by and between the Company and Disclosing Party, including without limit the very existence of such discussions and/or negotiations.
- 3) The Company shall use its best efforts to safeguard the secrecy and confidentiality of the Confidential Information, and shall not disclose any of the Confidential Information to any third party, during the term of this Agreement, except: (a) information which at the time of disclosure is part of the public knowledge and is readily accessible to such third party; (b) information required by law to be disclosed; (c) with the express prior written consent of the Disclosing Party; or (d) to Lenders or the Company's affiliates, representatives and advisors for the purposes of the Company's discussions and business dealings with the Disclosing Party, provided that such Lenders and affiliates, representatives, and advisors of the Company agree to maintain the Confidential Information in accordance with the terms of this Agreement.
- 4) In the event that the Company or the Disclosing Party decides not to pursue the Purpose for any reason, the Company agrees to destroy or return to the Disclosing Party all Confidential Information in its possession, except for Confidential Information which the Company is required to retain in order to satisfy the requirements of any law, regulation or securities exchange rule.
- 5) Any notice, request, instruction or other document to be given under this Agreement to any party hereunder by any other party hereunder shall be in writing and delivered personally with receipt thereof acknowledged, or sent by registered or certified mail, postage prepaid, or via email transmission (receipt confirmed) to the addresses set forth on the signature page hereto, or to such other address as a party hereto may hereafter designate in writing to the other party, provided that any notice of a change of address shall become effective only upon receipt thereof.

- 6) The Company agrees that the Confidential Information is critical to the Disclosing Party's business, that a material breach by the Company during the term of this Agreement may cause irreparable harm to the Disclosing Party, and that the extent of damages caused by such breach may be difficult to ascertain. As such, the Disclosing Party shall, in addition to any legal remedies, be entitled to equitable relief by way of a temporary or permanent injunction and such other further relief that a court with competent jurisdiction may deem proper and just.

- 7) This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns. This Agreement may not be amended or modified except by a written instrument signed by the parties hereto. If any provision of this Agreement is held to be invalid or unenforceable, such illegality or unenforceability shall not affect the validity or enforceability of the other provisions hereof, and such other provisions shall remain in full force and effect, unaffected by such invalidity or unenforceability. This Agreement shall be governed by the laws of the State of New York without reference to the conflict or choice of laws provisions thereof. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year below written.

Dated as of: _____

Asset Enhancement Solutions, LLC

By: *Neil Seiden*
Name: Neil Seiden
Title: Managing Director

DISCLOSING PARTY:

Name: _____

Title: _____

Address: _____