



Confidentiality Agreement

Acquisition Advisor/Finder

Acquisition Candidate

Name

Address

City/State/Zip

Phone Number

Fax Number

Company

Contact

Address

City/State/Zip

Business Description

Mangrove Equity Partners, L.P. (the "Investor") is requesting information in connection with a possible transaction between the above listed Candidate, and the Investor. We will treat confidentially any information furnished to us (the "Evaluation Material"); provided, however, that the term "Evaluation Material" does not include information which was or becomes generally available on a non-confidential basis without any breach of a confidentiality obligation to you.)

We will not disclose the Evaluation Material to anyone else or use the Evaluation Material in any way detrimental to the Company; provided, however, that we may disclose any Evaluation Material to our directors, officers, employees or agents who need to know such information for the purpose of evaluating the transaction (it being understood that they shall 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 to be responsible for any breach of this agreement by any of our directors, officers, employees, or agents.

In the event that we are requested in any proceeding to disclose any Evaluation Material, we will give you prompt notice of such request so that you may seek an appropriate protective order. If in the absence of a protective order we are nonetheless compelled to disclose Evaluation Material, we may disclose such information without liability hereunder; provided, however, that we give you written notice of the information to be disclosed as far in advance of its disclosure as is practicable and, upon your request and at your expense, use our best efforts to obtain assurances that confidential treatment will be accorded to such information.



Upon your request we will promptly redeliver to you or destroy all copies of the Evaluation Material provided by you. Further, we will destroy all memoranda, notes and other writings prepared by us or our directors, officers, employees or agents based on the Evaluation Material.

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

This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its conflict of laws, principles or rules.

The terms of this agreement may not be amended or waived except in writing, signed by both parties in the case of an amendment and by the party waiving compliance in the case of a waiver.

If you are in agreement with the foregoing, please so indicate by signing and returning this agreement, which will constitute our agreement with respect to the matters set forth herein.

Accepted and Agreed:

On behalf of the Investor:

Glenn B. Oken, Managing Director

Date

Date