



JC KOINON INDUSTRIES

Confidentiality Agreement

Investment Advisor (If Applicable)

Company / Investment Opportunity

Name

Name

Company

Company

Address

Address

City, State, Zip

City, State, Zip

Telephone

Facsimile

Business Description

This confidentiality agreement ("Agreement") acknowledges that JC Koinon Industries, LLC ("JC Koinon") has requested access to certain information, personnel and properties of the above named investment opportunity ("Company"), in connection with the business of the Company ("Transaction"). As a condition to JC Koinon being furnished such information (hereinafter referred to as the "Evaluation Material" and further defined below), JC Koinon agrees to treat the Evaluation Material in accordance with the provisions of this Agreement and to take or refrain from taking certain other actions herein set forth.

Evaluation Material shall include all information relating to the Company including but not limited to personnel and properties of the Company whether prepared by the Company, its investment advisors or otherwise, that is to be or has been furnished to JC Koinon by or on behalf of the Company. In connection with the term Evaluation Material, each of the terms JC Koinon and the Company shall include its officers, directors, members, managers, employees, partners, joint ventures, agents, legal counsel, accountants and financial or other advisors and with respect to JC Koinon shall include current or prospective bank financing sources. Notwithstanding the foregoing, the term "Evaluation Material" does not include any information that (i) is already in the possession of JC Koinon, (ii) is independently developed by JC Koinon, (iii) is or becomes generally available to the public other than as a result of an unauthorized disclosure by JC Koinon or its representatives, or (iv) becomes available to JC Koinon on a non-confidential basis from a source other than the Company or its representatives



JC KOINON INDUSTRIES

As a condition to the Company furnishing the Evaluation Material, JC Koinon agrees as follows:

- **Nondisclosure of Evaluation Material:** Except as required by law, the Evaluation Material will be kept confidential by JC Koinon, will not be used by JC Koinon in any way detrimental to the Company and will not be used other than in connection with JC Koinon's evaluation of a possible Transaction; provided that any of such information may be disclosed to representatives who need to know such information for the purpose of evaluating any such possible transaction. JC Koinon will inform its respective representatives of the confidential nature of the Evaluation Material and will direct them to treat the Evaluation Material confidentially. In the event that JC Koinon or its representatives receive a request or become legally compelled to disclose all or a part of the information contained in the Evaluation Material, JC Koinon agrees, to the extent permitted by law and practicable, to promptly notify the Company of the existence, terms and circumstances surrounding such a request, so that it may seek at its own cost an appropriate protective order and / or waive compliance with the provisions of the Agreement.
- **Treatment of Evaluation Material:** As soon as possible upon the Company's request, JC Koinon will return all or will destroy all written Evaluation Material provided to the firm. Also, unless otherwise required by law or internal document retention policies, JC Koinon will destroy all documents, memoranda, notes and other writings whatsoever prepared by JC Koinon or its respective representatives based on the information in the Evaluation Material, and such destruction shall, upon request of the Company, be certified in writing to the Company by an authorized officer supervising such destruction.
- **Miscellaneous:** Money damages may not be a sufficient remedy alone for any violation of the terms hereof and, accordingly, the Company may be entitled to seek specific injunctive and performance relief as remedies for any such violation. These remedies will not be exclusive but will be in addition to all other remedies available to the Company at law. This Agreement will be governed by and construed in accordance with the laws of the State of California and each party irrevocably consents to the jurisdiction of the federal and / or local courts located in California, in connection with this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect.
- **Termination:** This Agreement and the confidentiality obligations contained herein will be in effect for two (2) years from the date of execution.

Please sign below to indicate your acceptance of and agreement with the foregoing and return a duplicate of this Agreement to JC Koinon.

Accepted and Agreed to by:

Company

JC Koinon Industries, LLC

By: _____
Name Date

By: _____
Name Date