

# CONFIDENTIAL INFORMATION AGREEMENT

You have requested information about a business and its subsidiaries and affiliates (collectively, "the Company") in connection with your consideration of a possible transaction with the Company. As a condition to being furnished with such information, you agree to treat the information as confidential in accordance with the provisions of this agreement, and not to make any contact whatsoever with any officer, employee or representative of the Company without the prior written consent. For purposes of this agreement, such information together with analyses, reports, documents, memoranda and other written information provided to you by the Company or its representatives shall be referred to as the "Confidential Information."

However, information which meets any of the following conditions shall not be deemed confidential:

- a) it was already known to you or in your possession;
- b) it is or becomes generally available to the public through no fault or action by you or your directors, officers, employees, agents or advisors; or
- c) it is independently developed by you or your affiliates without use of any Confidential Information.

For a period of two years from the date this agreement is signed, you agree that the Confidential Information will be kept confidential by you and your advisors and that such information will be used solely for purposes of evaluating a possible transaction between you and the Company. This agreement recognizes, however, that the Confidential Information may be disclosed to your directors, officers, employees, agents, affiliates and advisors who have a need to know such information for the purpose of considering a transaction with the Company, it being understood that these directors, officers, employees, agents, affiliates and advisors have been advised by you of the confidential nature of such information. Except as required by law or regulation, without the prior written consent of the Company, you will not disclose to any person other than such directors, officers, employees, agents, affiliates and advisors that discussions are taking place concerning a possible transaction between you and the Company. You will inform the Company as soon as possible of any requested or required disclosure by you of any Confidential Information in order that the Company may take appropriate protective action to prevent or limit such disclosure, if the Company deems such action advisable.

You understand that neither the Company nor any of its advisors or representatives make any representation or warranty as to the accuracy or completeness of the Confidential Information and that neither the Company nor any of its advisors or representatives shall have any liability to you resulting from the use of the Confidential Information. In the event that you do not proceed with the transaction, you shall return or destroy all Confidential Information received. All writings and analyses prepared by you and your advisors based on the Confidential Information shall be held in confidence or, except for any documents which need to be retained by you for legal record purposes, destroyed.

You also agree that the Company shall be entitled to equitable relief, including injunctions in the event of any breach of the provisions of this agreement; that this agreement is for the benefit of the Company and its successors and assigns and advisors, and they shall be entitled to enforce the provisions hereof as though they were parties hereto.

The Company agrees that it and its representatives and assigns shall be reciprocally bound by the provisions of this agreement with respect to (i) any confidential information provided to them by you or your affiliates and (ii) the fact that any confidential information is being exchanged or any talks are taking place between the Company and you.

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws rules.

Confirmed and Agreed to:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_