



CAROUSEL CAPITAL

Standard Carousel Capital Partners Confidentiality Agreement

Date: _____

Name: _____

Address:

Dear _____:

In order to allow Carousel Capital Partners (~~Carousel~~), to evaluate _____ (the ~~Company~~) with respect to a possible acquisition (a ~~Transaction~~), the Company will deliver to Carousel certain information about its business, customers, clients and operations. All information about the Company furnished to Carousel or its general partner, officers, employees, agents, attorneys, accountants, investors, co-investors, lenders, and other advisors (such affiliates and other persons are collectively referred to herein as ~~Representatives~~), whether furnished before or after the date hereof, and regardless of the manner in which it is furnished, is referred to herein as ~~Confidential Information~~. ~~Confidential Information~~ does not include, however, information which (a) is or becomes generally available to the public other than as a result of an impermissible disclosure by Carousel or its Representatives, (b) was known by or available on a non-confidential basis to Carousel prior to its disclosure by the Company, or (c) becomes available to Carousel on a non-confidential basis from a person other than the Company who is not known by Carousel to be bound by a confidentiality agreement with or other obligation of secrecy to the Company. As used in this letter, the term ~~person~~ shall be broadly interpreted to include, without limitation, any corporation, limited liability company, partnership or individual.

Carousel agrees (a) except as required by law or order or demand of any governmental or regulatory authority, (i) to keep all Confidential Information confidential and not to disclose or reveal any Confidential Information to any person other than those affiliated with (including any of its limited partners) or employed by Carousel or on its behalf who are participating in the evaluation of a Transaction or who otherwise need to know the Confidential Information for the purpose of assisting Carousel in evaluating a Transaction and (ii) to instruct such persons to observe the terms of this letter agreement, and (b) not to use Confidential Information for any purpose other than in connection with the evaluation of a Transaction. In the event that Carousel is requested or required, pursuant to applicable law or regulation or by legal process, to disclose any Confidential Information, Carousel agrees that it will provide the Company with prompt notice of any such requests to enable the Company to seek an appropriate protective order. If such protective order or other remedy is not obtained, Carousel agrees that it will furnish only that portion of the Confidential Information which, in the opinion of its counsel, Carousel is required to disclose and Carousel agrees to use reasonable efforts to obtain assurances that confidential treatment will be accorded to that portion of the Confidential Information disclosed.

Unless otherwise required by law and except as otherwise contemplated by this Agreement, Carousel will not, and Carousel will instruct its Representatives not to, disclose to any person (a) that the Company may be contemplating a Transaction with Carousel or any other person or (b) any of the terms, conditions, or other facts with respect thereto.

Carousel agrees not to solicit for employment any of the current employees of the Company to whom Carousel may be directly or indirectly introduced or otherwise had contact with as a result of Carousel's consideration of a Transaction for a period of two years after the date of this letter, without the prior written consent of the Company, provided that Carousel shall not be restricted in any general solicitation for employees or public advertising of employment opportunities (including through the use of employment agencies) not specifically directed at any such persons, and provided further that Carousel shall not be restricted in hiring any such person who responds to any such general solicitation or public advertising.

If Carousel determines that it does not wish to proceed with a Transaction, Carousel will promptly advise you of that decision. In that case and upon the Company's written request, Carousel will promptly deliver to the Company all of the Confidential Information, including all copies, reproductions, summaries, analyses or extracts thereof or based thereon, in its possession or in the possession of any of its Representatives. All notes, memoranda or other writings prepared by Carousel, its Representatives or advisers reflecting or involving the Confidential Information in any way which are not so delivered to the Company upon its request shall in such case be destroyed and, at the Company's request, such destruction shall be certified in writing to the Company by an authorized officer of Carousel. Carousel and our Representatives shall be permitted to retain a copy of all Evaluation Material as required to comply with applicable law or regulatory authority or written and established internal document retention policies.

Without prejudice to the rights and remedies otherwise available to the Company, since monetary damages may not be sufficient to remedy a violation of this letter agreement, Carousel agrees that the Company shall be entitled to equitable relief, including injunctive relief, if Carousel or any of its Representatives breaches or threatens to breach any of the provisions of this letter agreement.

This letter agreement does not create any binding legal or contractual obligations on the part of either Carousel or the Company with respect to any negotiations for an acquisition or financing transaction with respect to the Company. Notwithstanding the foregoing, this Agreement is intended to create binding legal obligations of the parties hereto with respect to the Confidential Information. This letter agreement shall be governed by and construed in accordance with the laws of the state of North Carolina.

The representative obligations of the parties under this agreement shall survive for a period of two years following the date hereof unless otherwise specified in the agreement.

By: _____

Title: _____

Accepted and Agreed to:
Carousel Capital Partners

By: _____

Title: _____