

## Confidentiality Agreement

\_\_\_\_\_ (“Interested Party”) has expressed interest in a potential transaction with Applied Systems Marketing L.L.C. (“Company”).

Interested Party hereby acknowledges that any Information furnished by COMPANY is highly sensitive, and Interested Party agrees to maintain such Information with the utmost confidentiality. Information subject to the terms of this Agreement shall not include Information which (i) is now or hereafter in the public domain through no fault of Interested Party, (ii) prior to disclosure hereunder, is properly within the rightful possession of, (iii) prior to or subsequent to disclosure hereunder, is lawfully received from a third party with no restriction on further disclosure, or (iv) Interested Party is obligated to produce by subpoena or under order of a court of competent jurisdiction, unless made the subject of a confidentiality agreement or order in connection with such proceeding. Interested Party may provide such Information to its attorneys, advisors, officers, and employees who are involved in the transaction. Interested Party agrees that such Information is provided solely to assist in the assessment of such a possible transaction and for no other purpose. Interested Party agrees not to disclose the existence of such a potential transaction, this agreement, or any discussions between Interested Party and COMPANY without the prior express written consent of COMPANY, unless obligated to do so by subpoena or under order of a court of competent jurisdiction.

In the event Interested Party and COMPANY elect not to pursue the transaction contemplated by this Confidentiality Agreement, upon the request of COMPANY, Interested Party will either promptly return to COMPANY Information furnished to Interested Party (including all notes, summaries, compilations, or other documents containing such Information), or, at COMPANY’s option, certify to COMPANY that all Information and related documents have been destroyed.

Interested Party acknowledges that this Confidentiality Agreement imposes no responsibility on any party to proceed with, negotiate, or consummate any transaction, and that no binding agreement for any such transaction will exist prior to the execution by Interested Party and COMPANY of a definitive written agreement.

\_\_\_\_\_  
**INTERESTED PARTY**  
Company Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
**Applied Systems Marketing L.L.C.**

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

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