

**SHAREHOLDERS CONFIDENTIALITY CLAUSE.**

Each Shareholder acknowledges and agrees that its ownership interest in the Company affords it access to Confidential Information regarding the Company and its business, and the dissemination or use of Confidential Information in any manner inconsistent with protecting and furthering the Company, its business, and its prospects would cause the Company great loss and irreparable harm, and one of the duties of ownership in the Company is to prevent the dissemination or use of Confidential Information in any manner inconsistent with protecting and furthering the Company, its business and its prospects.

Each Shareholder agrees that it shall not for himself or on behalf of any other Person (whether as an individual, agent, servant, employee, employer, officer, director, shareholder, investor, principal, consultant or in any other capacity) directly or indirectly use or disclose to any Person any Confidential Information, unless required by applicable laws or judicial or regulatory process.

Confidential Information means information considered confidential by the Company including but not limited to: customer lists, trade secrets, proprietary information, know-how, marketing and advertising plans and techniques, the existence or terms of contracts or potential contracts with, or other information identifying

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