



CONFIDENTIALITY AGREEMENT

Contact

Acquisition Candidate

Name	Name (or ID)
Company	Contact
Address	Address
City/State/Zip	City/State/Zip
Phone	Business Description
Fax	

Brass Ring Capital, Inc. ("Brass Ring") is requesting from contact ("Contact") certain confidential business and financial information in connection with a possible transaction between the above listed acquisition candidate ("Candidate") and Brass Ring. This agreement constitutes Brass Ring's commitment that such information, together with any other confidential information acquired by Brass Ring in the course of its due diligence investigation, will be held and used by us subject to the following terms:

1. Brass Ring shall hold the confidential information received from Contact or at Contact's direction pursuant to this agreement in confidence, and will disclose such information only to such of our employees and agents as may reasonably require the same for the aforesaid purpose. Brass Ring's obligations hereunder to keep confidential, as well as that of its employees and agents, shall terminate upon the expiration of two years from the date of this agreement. Brass Ring shall be released from its obligations hereunder on such earlier date when and to the extent that such information:
 - a. is obtained by Brass Ring from a third party, unless such third party is known by Brass Ring to be subject to confidentiality obligations similar to those set forth in this agreement;
 - b. is in the public domain; or
 - c. is required to be disclosed pursuant to an order, subpoena or other legal process of a state or federal court having jurisdiction over the subject matter.

David J. Raffel

Steven D. Peterson

301 Carlsson Parkway, Suite 265
 Minneapolis, MN 55305
 952.473.2710 phone / 952.473.3607 fax
 djr@brassringcapital.com

826 North Plankinton, Suite 500
 Milwaukee, WI 53203
 414.225.0228 phone / 414.225.0229 fax
 sdp@brassringcapital.com

2. Brass Ring will use such confidential information only for the purpose of considering and evaluating the merits of the Candidate and Brass Ring's interest, if any, of acquiring or providing financing therefore.
3. Upon Contact's request, Brass Ring shall return or destroy all copies of confidential information provided to us.
4. Nothing in this agreement shall prevent Brass Ring from using or disclosing to others any information which was in its possession on the date of this agreement, or which now is or thereafter becomes available to it as a matter of right from any third party.
5. Nothing in this agreement shall prevent Brass Ring from retaining and utilizing as part of Brass Ring's own know-how and knowledge, non-confidential information provided or acquired in the course of its due diligence investigation which may become relevant to Brass Ring's subsequent evaluation of other business proposals.
6. This agreement shall be governed and construed in accordance with the laws of the state of Minnesota, without giving effect to its conflict of laws, principals or rules.

If the foregoing terms correctly set forth our agreement, please confirm this by signing and returning to Brass Ring a duplicate copy of this letter. This agreement shall become valid only upon execution by both parties listed below.

Contact

Brass Ring Capital, Inc.

By

Date

By

Date