



THIS CONFIDENTIALITY AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 20__ by and among _____ (“Advisor”) and Sage Capital LLC, a Missouri limited liability company (“Recipient”) in connection with Recipient’s consideration of a transaction (the “Transaction”) involving the purchase of equity interests or operating assets of a company engaged in [**General Business Description**] (the “Company”) to be identified by Advisor promptly upon execution hereof. Advisor has been engaged by and is entering into this Agreement on its behalf of the Company, which is an intended party hereto.

1. Recipient has been or will be furnished certain information concerning the Company and the Transaction by the Company, Advisor and their respective representatives. All such information (whether or not marked confidential and whether written, oral, electronic or in any other form), in whole or in part, together with analyses, compilations, studies or other documents prepared by Recipient which contain, are based on or otherwise reflect or are generated from such information, is hereinafter referred to as "Confidential Information". The fact that discussions are taking place among the Company, Recipient and their respective representatives including Advisor and the fact that the Company may be considering a Transaction, together with the terms of any such Transaction, shall also constitute “Confidential Information” for purposes of this Agreement.
2. Notwithstanding the foregoing, the term “Confidential Information” shall not include any such information that: (i) is known to Recipient or its Representatives (as defined below) prior to its disclosure by the Company, Advisor or their respective representatives; (ii) is or becomes part of the public domain through no wrongful act of Recipient or its Representatives; (iii) Recipient can demonstrate has been independently developed by or on behalf of Recipient without any use of any of such information; or (iv) becomes known to Recipient or its Representatives from a third party which is under no obligation of confidentiality to the Company or Advisor with respect thereto.
3. Recipient shall use the Confidential Information solely for the purpose of evaluating a possible Transaction and not for any other purpose, except as required by law as provided below. Recipient shall not disclose the Confidential Information to any party other than its officers, employees, partners, directors, advisors, accountants, attorneys, affiliates and funding sources (any such person who receives any Confidential Information referred to herein as a “Representative”) who need to know such information for the purpose of assisting Recipient in evaluating a possible Transaction and who agree to act in accordance with the confidentiality and non-disclosure provisions of this Agreement. Recipient shall be responsible for any breach of the provisions of this Agreement by any of its Representatives.
4. If Recipient or any of its Representatives is required to disclose any Confidential Information pursuant to any governmental or judicial proceeding, Recipient will, unless legally prohibited from doing so, promptly notify the Company in order to permit the Company to seek a protective order or take other appropriate action. Recipient will cooperate in the Company’s efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded to the Confidential Information, and will disclose only those parts of the Confidential Information required by law to be disclosed.
5. Upon request of the Company at any time, Recipient shall promptly return or destroy all Confidential Information, together with all copies, notes, reports, extracts or other materials that contain any Confidential

Information. If requested any such destruction shall be certified in writing by an authorized officer of Recipient. Notwithstanding the foregoing, Recipient and its Representatives (i) shall not be required to erase any electronic files containing Confidential Information that have been created automatically pursuant to Recipient's or such Representative's standard archiving or back-up procedures and (ii) may each retain one copy of the Confidential Information if and to the extent required by applicable law, rule, regulation or internal document retention policy; provided that any such retained electronic file or retained copy shall remain subject to the provisions of this Agreement and shall not be used for any purpose other than to comply with such law, rule, regulation or policy.

6. Recipient acknowledges and agrees that the Company, Advisor and their respective representatives make no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and will have no liability to Recipient or its Representatives resulting from their use of or reliance on the Confidential Information. The Recipient shall be entitled to rely only upon those representations or warranties, if any, that are made in a subsequent written agreement, and then only to the extent and subject to the limitations or restrictions specified therein.
7. Without the consent of the Advisor or a duly authorized owner or officer of the Company, Recipient and its Representatives will not contact or communicate with any of the Company's owners, officers, employees, suppliers, customers, agents or advisors, other than Advisor, regarding the Transaction or the Confidential Information.
8. Recipient will not directly or indirectly solicit for employment or hire any of the Company's officers or employees without the prior written consent of the Company; provided that the foregoing shall not prohibit Recipient from hiring any such person who (a) is no longer employed by Company, whether voluntarily or involuntarily, at the time of Recipient's initial solicitation of such person or (b) responds to a general advertisement or solicitation not targeted at the Company or its officers or employees.
9. Recipient acknowledges and agrees that the Company, Advisor and their respective representatives are free to conduct the process leading up to a possible Transaction in any way that they determine in their discretion, and in connection therewith they reserve the right at any time to change the procedures relating to Recipient's consideration of a Transaction, to terminate discussions with Recipient, or to reject any and all proposals made by Recipient. Unless and until a subsequent written agreement has been executed by the parties, neither the Company, the Advisor nor any of their agents or advisors will have any legal obligation or liability to Recipient of any kind with respect to a possible Transaction, except as specifically set forth in this Agreement.
10. Recipient acknowledges and agrees that any breach of this Agreement may result in irreparable damage to the Company and that money damages may not be a sufficient remedy for any such breach. Accordingly the Company shall be entitled, in addition to such other remedies, damages and relief as may be available under applicable law, to seek a temporary restraining order and/or a permanent injunction against Recipient or its Representatives or to seek specific enforcement of this Agreement. In any legal proceeding regarding a claimed breach of this Agreement, the non-prevailing party shall pay all costs and expenses (including reasonable attorneys' fees) incurred by the prevailing party in connection with such proceeding.
11. Notwithstanding anything to the contrary herein, nothing in this Agreement shall prevent Recipient or its Representatives from making or holding investments in any other company or limit in any way the operations of any such other company, unless and except to the extent that Recipient or its Representatives furnish Confidential Information to such other company. The fact that an officer or employee of Recipient or its Representatives is a director of or is otherwise involved with another company shall not be construed as receipt

of Confidential Information by that other company, in the absence of disclosure by Recipient or its Representatives of Confidential Information to such other company's other directors, officers or employees.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.
13. This Agreement shall remain in full force and effect for a period of two years from the date hereof.
14. This Agreement constitutes the entire understanding of the parties and supersedes any prior understandings between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended except in a written instrument signed by the parties hereto. If any provision of this Agreement is found to be unenforceable, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect. No failure or delay by any party in enforcing any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power, or privilege hereunder. This Agreement may be executed in counterparts and shall become effective and binding upon timely execution by each of the undersigned.

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Signature page to Confidentiality Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[Insert name of Undersigned]

SAGE CAPITAL LLC

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: