

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the “Agreement”) made and entered into on the date set forth below by and between **Bright Holding Company, L.C.** (hereinafter referred to as the “Seller”) and _____ (hereinafter referred to as the “Purchaser”).

RECITALS:

A. The Seller and the Purchaser wish to enter into discussions regarding the sale of the business of the Seller, or a portion thereof, to the Purchaser, whether said sale be in the form of a sale of assets, sale of stock or otherwise.

B. The Seller is unwilling to enter into said discussions and disclose to the Purchaser certain confidential information regarding its business unless and until the Purchaser agrees to keep confidential all such information and to execute this Confidentiality Agreement.

In consideration of the Seller entering into said discussions with the Purchaser, the Purchaser agrees as follows:

1. **Confidential Matters.** The Purchaser acknowledges and agrees that during, and as a result of any discussions, furnishing of documents, the Purchaser’s own due diligence, and otherwise, the Purchaser shall have access to confidential information regarding the Seller much as, but not limited to, customer lists, trade secrets, computer programs, products being developed by the Seller, engineering, technical and scientific data, tapes, designs, skills, procedures, formulations, methods, drawings, facilities, information and know-how, and other confidential matters (collectively, the “Confidential Materials” or “Confidential Information”). In regard to said Confidential Matters, the Purchaser agrees that both during said discussions and thereafter (regardless of the reason for any termination of said discussions and without any limitation as to time):

(a) It will not release or divulge any Confidential Information whatsoever relating to the Seller to any person outside of the Seller without the prior written consent of the Seller unless compelled to do so by legal process or subpoena.

(b) It will not release or divulge any Confidential Information whatsoever relating to the Seller to any other employee of the Seller unless that employee in the reasonable opinion of the Purchaser is involved in the discussions relating to the acquisition of the Seller and has a need to know such Confidential Information.

(c) It shall not use any Confidential Information for its own benefit or for the benefit of any other person, except in conjunction discussions relating to acquisition of the Seller.

The provisions of this paragraph 1 and the agreement by the Purchaser not to disclose any Confidential Information shall apply whether or not the Purchaser actually acquires the Seller, and, accordingly, shall continue to apply after any termination, of the discussions regarding said acquisition for whatever reason and shall have no termination or expiration date.

2. **Right To Terminate Discussions.** Neither this Agreement nor any other agreement between the Seller and the Purchaser shall impose any obligations whatsoever on either party with respect to said discussions. As such either party may terminate the discussions at any time for any reason whatsoever.

3. **Return of Confidential Materials.** In the event the discussions are terminated by either party for any reason whatsoever, and, in any event, upon the request by the Seller, the Purchaser shall promptly return to the Seller all Confidential Materials which it may have received from or on behalf of the Seller, and the Purchaser shall not retain any copies or extracts therefrom.

4. **Term.** This Agreement shall be effective with the execution of this Agreement and shall continue without any expiration or termination.

5. **Subsidiaries.** Although this Agreement has been entered into with the Seller (as defined above), it will apply in regard to each and every subsidiary or affiliate of the Seller, and will further apply regardless of the particular subsidiary or affiliate which may be involved in any such acquisition.

6. **Structure of Acquisition.** This Agreement shall further apply regardless of the structure which any such acquisition may take whether it be an asset acquisition, stock acquisition, merger or otherwise.

Dated this ____ day of _____

Signed, sealed and delivered
in the presence of:

Witness

By: _____
As to the "Purchaser"