

FORM - Very Short Confidentiality Agreement (When the Client Insists on a One-Page Agreement)

[*Company*] (“we” or “us”) may provide [*recipient*] (“you”) with information about us and our subsidiaries that is not publicly available (“confidential information”) in connection with a possible transaction. In consideration for the receipt of this information, you agree as follows:

1. You will keep the confidential information confidential and use it only to determine whether you wish to enter into the transaction or to effect the transaction. You will not use the confidential information for any other purposes or provide it to anyone else (except as provided in paragraph 2 below). For purposes of this agreement “confidential information” shall also include the fact that discussions are taking place between you and us.

2. You may provide the confidential information to your representatives who need to review it, but only if the recipient has been informed of the confidential nature of the confidential information and has agreed to be bound by the provisions of this agreement. You will be responsible for any breach of this agreement by any of your representatives.

3. You may disclose or use the confidential information if it becomes generally available to the public other than through a breach of this agreement. You may disclose the confidential information if you are compelled to do so by a valid legally binding request for production, subpoena, investigative demand or similar process, and then only if it is necessary in your legal counsel’s opinion and only if you have given us prompt notice of the request so that we may seek an appropriate protective order. If we cannot obtain the order, or if we decline to seek the order, only then may you comply with the legally binding request, and then only to the extent you are legally compelled to do so.

4. If we so request, you will return or cause to be returned all confidential information to us, including copies, extracts and related analyses or other documents using the confidential information.

5. You understand that we make no representation as to the accuracy of the confidential information and we shall not have any liability to you or any of your representatives with respect to the confidential information (other than representations contained in any definitive document negotiated, executed and delivered by you and us, and then, only in accordance with the terms of the definitive agreement).

6. We are a publicly held company. You understand that, in addition to your obligations in this agreement regarding the confidential nature and non-use of the confidential information, you may not use the confidential information in connection with any purchase or sale of securities except in accordance with applicable securities regulations.

7. Monetary damages may be inadequate to compensate us for breach of this agreement. We will be entitled to seek equitable relief for any such breach, including injunctive relief and specific performance.

8. Neither you nor we are under any legal obligation to enter into a definitive agreement regarding any transaction or to consummate a transaction by virtue of the matters addressed in this agreement.

9. This agreement is governed by [*state*] law. Any notices or other communications under this agreement must be in writing at the locations set below each party’s signature.

[Company]

[recipient]

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

Information for Notices:

Company: _____
 Attn: _____
 Address: _____
 City, State Zip _____
 Telephone: _____
 Facsimile: _____
 Email: _____

Information for Notices:

Company: _____
 Attn: _____
 Address: _____
 City, State Zip _____
 Telephone: _____
 Facsimile: _____
 Email: _____

This form is indicative only and does not purport to contain all provisions that any specified situation may require. This form is provided as a starting point to assist counsel in considering what provisions should be included in a document of this sort for a particular client; any final document should be prepared taking into consideration the parties' various needs, including the basic business needs and agreements of the parties and any provisions that are made necessary by a particular jurisdiction's requirements or to further protect a client.

If you have any questions about this form, please contact Harva Dockery, Norton Rose Fulbright, at 214.855.8369 or harvadockery@nortonrosefulbright.com.

Submitted: December 2014