Our client (the “Company”), is prepared to furnish Evan (“you”) with certain information concerning the business, technology, financial condition, operations, assets and liabilities of the Company, including information which may be either non-public, confidential or proprietary in nature (collectively, the “Evaluation Material”) in connection with your consideration, evaluation, negotiation and, if applicable, consummation of a possible transaction with the Company (the “Transaction”). As a condition and inducement to furnishing such information to you and your affiliates and your and your affiliates’ respective directors, officers, employees, partners, consultants, agents, advisors, accountants, bankers, investors, co-investors, potential financing sources, insurers and legal counsel who have a need to know (those persons that receive Evaluation Material, collectively, your “Representatives”), the Company requires that you agree to treat confidentially, and direct your Representatives to treat confidentially, in accordance with the provisions set forth in this letter agreement (the “letter agreement”), any and all information furnished to you or any of your Representatives by or on behalf of the Company, including prior to the date hereof, irrespective of the form of communication, written or oral, and to take or abstain from taking certain other actions as set forth hereunder (collectively, the “Obligations”). “Quotes” “Quotes” “Quotes”

“More words” “More words”