

March 14, 1988

To Our Clients:

Boilerplate confidentiality agreements have grown to five or six pages and have become a difficult negotiation in and of themselves. Attached is a form of agreement that includes everything that is necessary and still protects both parties. It will be much simpler to obtain. The form also takes into account the disclosure problems created by the Basic case.

M. Lipton
J. Wasserstein

003224

[On Target Company Letterhead]

_____, 1988

[Potential Bidder]

Dear _____:

You have requested information from us in connection with a possible transaction between us or our shareholders and you. You agree to treat confidentially any information we furnish to you ("Evaluation Material").

You agree that you will not use the Evaluation Material in any way detrimental to us and that the Evaluation Material will be kept confidential by you; provided, however, that you may disclose any Evaluation Material to your directors, officers, employees or agents who need to know such information for the purpose of evaluating the transaction (it being understood that they shall be informed by you of the confidential nature of such information and that you shall cause them to treat such information confidentially).

In the event that you are requested in any proceeding to disclose any Evaluation Material, you will give us prompt notice of such request so that we may seek an appropriate protective order. It is further agreed that, if in the absence of a protective order you are nonetheless compelled to disclose Evaluation Material, you may disclose such information without liability hereunder; provided, however, that you give us written notice of the information to be disclosed as far in advance of its disclosure as is practicable and, upon our request, use your best efforts to obtain assurances that confidential treatment will be accorded to such information.

You agree that for a period of [insert number of years] from the date hereof you and your affiliates and subsidiaries will not (and you and they will not assist or encourage others to), directly or indirectly, unless specifically requested in writing in advance by our Board of Directors: (i) acquire or offer, seek, propose or agree to

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acquire, ownership (including, but not limited to, beneficial ownership as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of any of our property or any securities issued by us, or any rights or options to acquire such ownership, (ii) seek or propose to influence or control our management or our policies or (iii) make any public disclosure with respect to any of the foregoing.

You agree that upon our request you will promptly redeliver to us all copies of the Evaluation Material and will destroy all memoranda, notes and other writings prepared by you or your directors, officers, employees or agents based on the Evaluation Material.

The term "Evaluation Material" does not include information which was or becomes generally available to you on a non-confidential basis; provided that the source of such information was not bound by a confidentiality agreement.

You agree not to make any public disclosure that you are having or have had discussions with us; provided that you may make such disclosure if you have received the written opinion of your outside counsel that such disclosure must be made by you in order that you not commit a violation of law.

You agree that money damages would not be a sufficient remedy for any breach of this agreement by you or your directors, officers, employees or agents, and that in addition to all other remedies we shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and you further agree to waive and to use your best efforts to cause your directors, officers, employees or agents to waive, any requirement for the securing or posting of any bond in connection with such remedy.

This agreement shall be governed and construed in accordance with the laws of the State of [insert state of incorporation of target company], without giving effect to its conflict of laws principles or rules.

If you are in agreement with the foregoing, please so indicate by signing, dating and returning one copy of

this agreement, which will constitute our agreement with respect to the matters set forth herein.

Very truly yours

By: _____
Name:
Title:

Confirmed and Agreed to:

By: _____
Title: _____
Date: _____