



Date:

Attn:

You have requested information from  
(the "Company") in connection with

. As a condition to your being furnished with such information and being provided access to Kaiser's facility, you agree to treat any information concerning the Company that is furnished to you directly or indirectly by or on behalf of the Company, whether furnished before or after the date of this agreement, together with analyses, compilations, studies or other documents prepared by you or any of your employees, agents or advisers (collectively, "Representatives") that contain or otherwise reflect such information herein (collectively referred to as the "Confidential Information"), in accordance with the provisions of this agreement.

The term "Confidential Information" does not include information that (a) was or becomes generally available to the public other than as a result of a disclosure by you or your Representatives or (b) was or becomes available to you on a non-confidential basis from a source other than the Company or its advisers, provided that such source was not known by you to be bound by any agreement with the Company to keep such information confidential, or otherwise prohibited from transmitting the information to you by a contractual, legal or fiduciary obligation.

You hereby agree that the Confidential Information will be used solely for the purpose contemplated by this agreement, and that such information will be kept confidential by you and your Representatives, except to the extent that disclosure of such information (a) has been consented to in writing by the Company, (b) is required by law, regulation, supervisory authority or other applicable judicial or governmental order or (c) is made to your Representatives who need to know such information for the purpose contemplated by this agreement (it being understood that such Representatives shall have been advised of this agreement and shall have agreed to be bound by the provisions hereof). In any event, you shall be responsible for any breach of this agreement by any of your Representatives and you agree, at your sole expense, to take all reasonable measures (including but not limited to court proceedings) to restrain your Representatives from prohibited or unauthorized disclosure or use of the Confidential Information.

You also acknowledge that you are aware, and will advise the other Recipients, that federal securities laws prohibit persons in possession of material nonpublic information concerning a company from purchasing or selling securities of such company on the basis of such information and also prohibit such persons from communicating such information to another person under circumstances in which it is reasonably foreseeable that such other person is likely to purchase or sell securities of such company on the basis of such information.

In the event that you are requested or required by law, regulation, supervisory authority or other applicable judicial or governmental order to disclose any Confidential Information, you will provide the Company with prompt written notice of such request or requirement so that the Company may seek an appropriate protective order. If, failing the entry of a protective order, you are, in the opinion

of your counsel, compelled to disclose Confidential Information, you may disclose that portion of the Confidential Information that the Company's counsel advises that you are compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Confidential Information that is being disclosed. In any event, you will not oppose action by the Company to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

All Confidential Information disclosed by the Company shall be and shall remain the property of the Company. Within five days after being so requested by the Company, you shall return or destroy all documents thereof furnished to you by the Company. Except to the extent a party is advised by counsel such destruction is prohibited by law, you will also destroy all written material, memoranda, notes, copies, excerpts and other writings or recordings whatsoever prepared by you or your Representatives based upon, containing or otherwise reflecting any Confidential Information. The return or and/or destruction of all materials shall be confirmed by you in writing. Any Confidential Information that is not returned or destroyed, including without limitation any oral Confidential Information, shall remain subject to the confidentiality obligations set forth in this agreement.

It is understood and agreed that money damages would not be a sufficient remedy for any breach of this agreement and that the Company 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 any requirement for the security or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this agreement but shall be in addition to all other remedies available at law or equity to the Company.

This agreement is for the benefit of the Company and is governed by the laws of the State of California without regard to conflict of laws principles. Any action brought in connection with this agreement shall be brought in the federal or state courts located in Orange County, California, and the parties hereto hereby irrevocably consent to the jurisdiction of such courts.

This agreement may not be amended except in writing signed by both parties hereto. This agreement may be executed in counterparts. Please confirm that the foregoing is in accordance with your understanding of our agreement by signing and returning to us a copy of this letter.

Very truly yours,

By:

Title:

Agreed and accepted as of the first written above:

By:

Title: