

MUTUAL NON-DISCLOSURE AGREEMENT

This mutual Non-Disclosure agreement (this "Agreement") is made and entered into as of this _____ day of 2007 by and between _____ (the "Company") and CHS Life Limited Liability Company ("CHSLife"). The Company and CHSLife are engaged in negotiations with the view toward a possible business relationship and definitive agreement between one another. In connection with such negotiations, the Company and CHSLife may receive and/or have access to certain oral and written information, including, without limitation, information expressed in electronic media or format, concerning the other party's business and operations, some or all of which is or may be proprietary to such other party (collectively, the "Evaluation Material", as more fully defined below.)

1. Definitions

For purpose of this Agreement, the following terms shall have the following meanings

"Company" shall have the meaning set forth in the initial paragraph of this Agreement and shall include the Company's employees, officers, directors, agents, subsidiaries, affiliates, successors, assigns, and any Person (defined below) engaged by the Company on an independent basis.

"Confidential Information" shall mean all information contained in the Evaluation Material that is not a Trade Secret, subject to certain exclusions set forth in Paragraph 3 below.

"Disclosing Party" shall mean the party providing the Evaluation Material to the other party directly or indirectly (via one or more third parties acting on behalf of and at the direction of the party providing its Evaluation Material)

"Evaluation Material" shall mean any and all information provided by the Disclosing Party, including, but not limited to, Trade Secrets and Confidential Information

"CHSLife" shall have the meaning set forth in the initial paragraph of this Agreement and shall include CHSLife employees, officers, directors, agents subsidiaries, affiliates, successors, assigns, and any Person (defined below) engaged by CHSLife on an independent contractor basis.

"Person(s)" shall mean, without limitation, any corporation, company, partnership, individual or other entity.

"Receiving Party" shall mean the recipient of the Evaluation Material from the other party directly or indirectly (via one or more third parties acting on behalf of and at the direction of the other party.)

"Representatives" shall mean each party's respective directors, officers, employees, agents, advisors, and the like who reasonably need access to the Evaluation Material for the purpose of evaluating the possible business relationship between the Company and CHSLife.

"Trade Secret" shall mean information including, but not limited to, technical or non-technical data, a formula pattern, compilation, program, device, method, technique, drawing process, financial data, or list of actual or potential customers or suppliers which:

- (i) derives economic value, actual or potential, from not being generally known to other Persons who can obtain economic value from its disclosure or use; and
- (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

2. The Evaluation Material will be used solely and exclusively for the purpose of Evaluating possible business relationship between the Company and CHSLife on a 'need to know' basis only. Neither party shall use the other party's Evaluation Material, in any way, directly or indirectly detrimental to such other party. The parties recognize that the other party's Evaluation Material is confidential information and proprietary and that the disclosure or unauthorized use by one party of the other party's Evaluation Material will injure such other party. Therefore, the parties agree that (other than as explicitly provided herein) they will not, at any time, use, reveal or divulge any Trade Secrets concerning the other party. Further, each party agrees that, other than as explicitly provided herein, it will not, at any time, use, reveal or divulge any Trade Secrets or Confidential Information concerning the other party.

The parties, each in its capacity as the Receiving Party hereunder, may disclose any or all of the Evaluation Material of the other party to such Receiving Party's Representatives, it being mutually agreed upon by the parties that the Receiving Party shall inform its Representatives of the confidential nature of the Evaluation Material and that the Receiving Party, on behalf of its Representatives, hereby states that its Representatives agree to be bound by this Agreement and will not use or disclose the Evaluation Material to any other Person. The parties agree to be responsible for any breach of this Agreement by their respective Representatives.

In the event that the Company or CHSLife and/or any of each party's respective Representatives become legally required or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or by any similar process or court or administrative order) to disclose any of the Evaluation Material of the other party, then the party that becomes so legally or compelled shall provide the other party with prompt prior written notice of such legal requirement so that the other party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such a protective order or other remedy is not obtained, and/or regardless of whether or not the other party waives compliance with the terms of this Agreement, the party that becomes so legally required or compelled agrees to disclose only that portion of the Evaluation Material of the other party which the party is subject to such legal requirement is advised by written opinion of counsel is legally required to be disclosed and to exercise best efforts to obtain assurances that confidential treatment will be accorded such Evaluation Material.

Notwithstanding the foregoing, the parties and their Representatives may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of the Transaction beginning on the earlier of (i) the date of the public announcement of discussions relating to the Transaction, (ii) the date of public announcement or (iii) the date of the execution of an agreement (with or without conditions) to enter into the Transaction, provided, however, that with respect to the matters covered by this paragraph, neither party nor any of its representatives may disclose any information that is not necessary to understanding the tax treatment and tax structure of the Transaction (including the identity of the parties and any information that could lead another to determine the identity of the parties), or any information to the extent that such disclosure could result in a violation of any federal or state securities law.

3. The term “Confidential Information” does not include any information
- (i) that was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no act or omission or fault of the Receiving Party, or that was in the public domain at the time of disclosure to the Receiving Party;
 - (ii) that was lawfully disclosed to the Receiving Party by a third party having the independent right to disclose such information and, at the time of such disclosure, such third party was not known by the Receiving Party to be under any obligation of confidence to the Disclosing Party;
 - (iii) that was already known to the Receiving Party prior to and at the time of disclosure to the Receiving Party by the Disclosing Party, or by a third party on behalf of and at the direction of the Disclosing Party, as evidenced by written documents in the Receiving Party’s possession at the time of disclosure;
 - (iv) that is legally required to be disclosed, as such situation is described more fully in the last paragraph of Section 2 hereof, which, among other things, sets forth the process for such disclosure by the party being so compelled to make such disclosure; or
 - (v) that, subject to Section 4 hereof, is separately and independently developed by employees, consultants, agents subsidiaries, or affiliates of the Receiving Party without any reliance upon or reference to the Disclosing Party’s Evaluation Material, which by definition herein Includes Confidential Information and Trade Secrets, as such terms are Defined herein.

4. Intellectual property and other rights in the Evaluation Material, whether in the nature of copyright, trademarks, design (whether registrable or not), patent rights or otherwise, are to be and remain the property of the Disclosing Party absolutely. Neither party, nor its representatives, will use, reproduce, modify, adapt, or make any other use of a Disclosing Party’s intellectual property, or other rights in the Evaluation Material, without the prior consent of such Disclosing Party, or in any manner infringe upon the rights of a Disclosing Party therein.

5. If the above-described possible business relationship is not consummated by the Company and CHSLife via the parties execution of a definitive agreement, or if either party so requests, each party, in its capacity as the Receiving Party hereunder, will promptly return all Evaluation material and all copies of the Evaluation Material of the Disclosing Party in the Receiving Party’s possession, or in the possession of its representatives, and/or will deliver to the Disclosing Party, destroy, or irreversibly erase, as the Disclosing Party shall request, all originals and copies, including any expressions in electronic media or format, of any analyses, compilations, and studies or other documents prepared by the Receiving Party or its Representatives or prepared for the Receiving Party’s use containing or reflecting any Evaluation Material of the Disclosing Party.

6. Without the prior written consent of the other party, the parties will not, and will direct their respective Representatives not to, disclose to any Person either the fact that any investigations, discussions or negotiations are taking place concerning a possible business relationship and/or agreement between the Company and CHSLife, or that either party has requested or received Evaluation Material from the other party, or any terms, conditions or other facts with respect to any such possible business relationship, including the status thereof.

7. The Company and CHSLife agree not to initiate or maintain contact with each other’s employees concerning the negotiations or Evaluation Material without the other party’s prior written consent. With regard to CHSLife, all contracts concerning the negotiations or the Evaluation Material shall be with CHSLife General Counsel and/or such other representative(s) as may be designated by Richard Covello; and with regard to the Company, all contacts concerning the negotiations or the Evaluation Material shall be with legal counsel for the Company, and/or such other representative(s) as may be designated by the Company.

8. The Company and CHSLife each understands, acknowledges, and agrees that neither party is making, nor will either party make at the time of disclosure or delivery of the Evaluation Material, any representation or warranty, either express or implied, including, without limitation, any representation or warranty as to merchantability or fitness for a particular purpose, as to the accuracy or completeness of the Evaluation Material, and neither the Company nor CHSLife, nor any of their respective officers, directors, employees, stockholders, owners, affiliates, agents or Representatives, have any liability whatsoever to the other party, any third party, or any other Person resulting from the use of the Evaluation Material, provided that such use is not in breach of the non-disclosure obligations of the parties contained in this Agreement.

9. The parties acknowledge and agree that remedies at law for any actual or threatened breach by either party of the terms, conditions, and/or covenants contained in this Agreement would be inadequate and that the complaining party shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other appropriate remedies available to the complaining party at law or in equity. The parties also hereby irrevocably and unconditionally consent to submit to the exclusive Jurisdiction of the courts of the State of Connecticut and that any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby will be governed by Connecticut State Law. The parties acknowledge and agree that such services of any process, summons, Notice or document by U.S. registered mail to the parties' respective addresses set forth below shall be effective service of process for any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

If to CHSLife: CHS Life Limited Liability Company
19 South Main Street
Branford CT 06405
Attention: Richard A. Covello

If to the company:

10. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof, nor the exercise of any other right, power or privilege hereunder.

11. Except for such agreements as currently exist between CHSLife and the Company, no contract or agreement providing for any relationship shall be deemed to exist between CHSLife and the Company and/or owners or stockholders of either party, unless and until a definitive agreement has been executed and delivered, and each party waives, in advance, any claims (including, without limitation, breach of contract) in connection with the aforesaid possible business relationship by and between CHSLife and the Company, unless and until the parties have entered into a definitive agreement with respect to such relationship, and such agreement has been properly and validly made, executed, signed by the representatives of the parties. The parties have no legal obligation to each other by virtue of this Agreement or any other written or oral expression with respect to the negotiations relative to the aforesaid possible business relationship by and between CHSLife and the Company except, in the case of this Agreement, for the matters specifically and mutually agreed to herein.

12. The restrictions expressed in this Agreement are in no way to supersede or eliminate any rights or remedies which either party has pursuant to Connecticut law pertaining to Trade Secrets.
13. This Agreement is for the benefit of CHSLife and the Company and their respective successors and assigns and will be governed by and construed in accordance with the laws of the State of Connecticut.
14. This Agreement may be signed in one or more counterparts, each of which shall constitute an original of this Agreement and all of which, taken together, shall constitute one and the same Agreement. Additionally, a signed facsimile or copy of this Agreement constitute a signed original.
15. This Agreement contains the entire agreement between the parties regarding the subject matter hereof, and this Agreement supersedes and cancels all previous negotiations, agreements, commitments, and writings in respect to the subject matter hereof. Neither this Agreement, as a whole or by sections, nor any provision of the same, may be released, discharged, abandoned, waived, changed, amended, or modified in any manner, orally or otherwise, except by an instrument, in writing, signed by the respective duly authorized representatives of the parties.
16. Should any portion of this Agreement be declared illegal, invalid or unenforceable, such portion shall be deemed to be severable and shall be severed from this Agreement and shall not affect the validity and enforceability of the remainder hereof. Furthermore, in lieu of such legal, invalid or unenforceable provision, there will be added automatically as part of this Agreement a provision similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable.
17. Any headings or section numbers used in this Agreement are for convenience of reference only and will not limit or otherwise affect any of the terms or provisions hereof.
18. Use of the words "herein" and the like in this Agreement refer to this Agreement as a whole only and not to any particular subscription or Provision of this Agreement, unless otherwise specifically noted in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives to be effective as of the date first written above.

CHS Life Limited Liability Company

Company / Person: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Witness _____

Witness _____

Witness _____

Witness _____