

NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made effective as of _____, 20__ by and between Target, Inc. ("Target"), with its place of business at _____, and _____ (the "Buyer"), with its place of business at _____.

1. Purpose. In connection with Buyer's consideration of a possible transaction with Target, Target is prepared to make available to Buyer certain information concerning Target's business, financial condition, operations, assets and liabilities. As a condition to such information being furnished to Buyer, and at Buyer's request, Buyer agrees to treat any information concerning Target which is furnished to Buyer or to its attorneys, accountants, consultants, banks, advisors, officers, directors, agents or employees (the "Representatives"), now or in the future, by or on behalf of Target (herein collectively referred to as the "Evaluation Material") in accordance with the provisions of this Agreement, and to take or abstain from taking certain other actions hereinafter set forth.

2. Evaluation Material. The term "Evaluation Material" shall also be deemed to include all notes, analyses, compilations, studies or other documents prepared by Buyer or its Representatives which contain, reflect or are based upon, in whole or in part, the information furnished to Buyer or its Representatives pursuant hereto. The term Evaluation Material does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by Buyer or its Representatives; (ii) becomes available to Buyer on a non-confidential basis from a source other than Target or any of its representatives, provided that such source is not believed by Buyer to be bound by a confidentiality agreement with Target with respect to such information; (iii) is known by Buyer at the time of this Agreement; or (iv) is independently developed by Buyer without a breach of this Agreement.

3. Nondisclosure of Evaluation Material. Buyer hereby agrees that it shall use the Evaluation Material solely for the purpose of a possible transaction between it and Target or one of their respective subsidiaries, that the Evaluation Material will be kept confidential and that Buyer will not disclose any of the Evaluation Material in any manner whatsoever; provided, however, that (i) Buyer may make any disclosure of such information to which Target gives its prior written consent and (ii) any of such information may be disclosed to Buyer's Representatives who need to know such information for the sole purpose of evaluating a possible transaction with Target and who agree to keep such information confidential and agree to be bound by the terms of this Agreement. Evaluation Material shall not be reproduced, modified, copied or adapted in any form except as required to accomplish the intent of this Agreement.

4. Nondisclosure of Negotiations. Buyer agrees that, without the prior written consent of Target, Buyer will not disclose to any other person, and Buyer will direct its Representatives not to disclose to any other person, the fact the Evaluation Material has been made available to Buyer, that discussions or negotiations are taking place concerning a possible transaction between Buyer and Target or any of the terms, conditions or other facts with respect thereto (including the status thereof); provided, however, that Buyer may make such disclosure if

Buyer has received the written opinion of its counsel that such disclosure is required by applicable law. The term "person" as used in this Agreement shall be broadly interpreted to include any corporation, partnership, group or individual.

5. Required Disclosure. In the event that Buyer or any of its Representatives are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Evaluation Material, Buyer shall provide Target with prompt notice of any such request or requirement so that Target may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Target, Buyer or any of its Representatives are nonetheless, in the written opinion of Buyer's counsel, legally compelled to disclose any portion of the Evaluation Material, Buyer or its Representatives may, without liability hereunder, disclose only that portion of the Evaluation Material which counsel advises Buyer is legally required to be disclosed. Buyer agrees that it will cooperate with Target to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Evaluation Material by such tribunal.

6. Return of Evaluation Material. If Buyer decides that it does not wish to proceed with a transaction with Target, Buyer will promptly inform Target of that decision. In that case, or at any time upon the written request of Target for any reason, Buyer will promptly deliver to Target all Evaluation Material (and all copies thereof whether received from Target or made by Buyer or its Representatives) furnished to Buyer or its Representatives by or on behalf of Target pursuant hereto. In the event of such a decision or request, all materials prepared by Buyer or its Representatives which contain or are based upon the Evaluation Material shall be destroyed and no copy thereof shall be retained. Notwithstanding the return or destruction of the Evaluation Material, Buyer and its Representatives will continue to be bound by Buyer's obligations of confidentiality and all other obligations hereunder.

7. Warranty Disclaimer. Except as otherwise stated in any subsequent written agreements, neither Target, nor any of its representatives including, without limitation, any of Target's directors, officers, employees or agents, makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. Buyer agrees that neither Target nor any of its representatives (including, without limitation, any of Target's directors, officers, employees or agents) shall have any liability to Buyer or to any of its Representatives, relating to or resulting from the use of the Evaluation Material. Only those representations and warranties which are contained in a final definitive agreement regarding the transaction contemplated hereby, when, as and if executed, and subject to such limitations, conditions and restrictions as may be specified therein, will have any legal effect.

8. Nonsolicitation of Personnel. In consideration of the Evaluation Material being furnished to Buyer, Buyer hereby agrees that for a period of **two (2) years** from the date hereof, neither it nor any of its officers, employees or Representatives who are apprised of the potential of a transaction between Buyer and Target will directly or indirectly hire any employees of Target or solicit or induce or attempt to induce any such employees to leave Target's

employment. For purposes of this Section, "employees" include any person who is actually employed by Target at the time Buyer or its Representatives hires or induces such person to leave, and any person who was employed by Target within a six (6) month period prior to being hired or induced to leave by Buyer or its Representatives.

9. Injunctive Relief. Buyer hereby acknowledges and agrees that the breach of any provision of this Agreement would cause Target irreparable harm, the exact amount of which may be difficult to ascertain. Therefore, Buyer agrees that Target shall have the right to apply to a court of competent jurisdiction for the purpose of seeking specific performance and/or an order restraining and/or enjoining such further breach of this Agreement, and for such other and further relief as Target deems appropriate. Such rights shall be in addition to any other remedies available to Target at law or in equity.

10. Law and Venue. This Agreement is for the benefit of Target, and shall be governed by, and construed in accordance with, the laws of the State of Texas. Buyer also hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Texas located in Travis County and of the federal district courts located in the Western District of the State of Texas for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and Buyer agrees not to commence any action, suit or proceeding relating thereto except in such courts). It is understood and agreed that no failure or delay by Target in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

AGREED TO:

AGREED TO:

TARGET, INC.

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____

Name: _____

Title: _____

Title: _____