

CONFIDENTIALITY AGREEMENT

This agreement made and entered into this ____ day of _____,____, on behalf of Horizon Partners, Ltd. (hereinafter referred to as "Horizon") and _____ (hereinafter referred to as "_____").

Whereas Horizon desires to obtain certain confidential information from _____ for the sole purpose of determining whether Horizon has a further interest in purchasing some of or all of the stock or the business assets of _____.

Whereas _____ is willing to provide such confidential information to Horizon for the purpose set forth above and under the terms and conditions set forth herein.

Now therefore, in consideration of the mutual covenants of promises set forth herein, the parties hereby agree as follows:

1. Definition of "Confidential Information". As used herein in this Agreement, shall mean such information and documentation as is delivered to or made available for inspection by _____ to Horizon, including _____'s financial statements, other financial information, books and records, business plans, and present and future products and strategies.
2. Use of Information. Horizon acknowledges and agrees that such information, so long as it is marked confidential, shall be treated as such by Horizon and shall not be disclosed to any third person without _____'s permission and shall not be used by Horizon for any reason other than evaluating the suitability of further negotiations with _____.
3. Obligations of Horizon Partners, Ltd. In consideration of the disclosure described above, Horizon hereby agrees to treat Confidential Information in confidence and to undertake the following obligations with respect thereto:
 - (a) To use the confidential information only for the purpose of determining whether Horizon wishes to proceed further in discussing a possible purchase of the stock or the business assets of _____.
 - (b) To copy such information only to the extent necessary to allow senior officers, attorneys, and accountants to assist Horizon in its evaluation.
 - (c) To return confidential information, including all copies and records thereof to _____ upon receipt of a request therefore from _____ or upon a decision by Horizon not to pursue the purchase of the business assets of _____, whichever occurs first.

4. Inapplicability of Restrictions. There shall be no restriction under this Agreement with respect to any portion of the Confidential Information which:

(a) is known to the recipient party or any affiliated company of the recipient party at the time of its disclosure to the recipient party;

(b) is or becomes publicly known through no wrongful act of the recipient party or of any affiliated company of the recipient party;

(c) is received from a third party without breach of the restrictions contained in this Agreement;

(d) is independently developed by the recipient party or any affiliated company of the recipient party;

(e) is furnished to any third party by the disclosing party without a similar restriction on the recipient party's rights;

(f) is approved for release by the disclosing party; or

(g) is required by court order or governmental agency to be disclosed.

HORIZON PARTNERS, LTD.

Firm: _____

By: _____

By: _____

Name: Robert M. Feerick

Name: _____

Dated this ___ day of _____, ____

Dated this ___ day of _____, ____