

CONFIDENTIALITY AGREEMENT

This Agreement sets forth the terms and conditions pursuant to which MKH Capital Partners L.P. (“the Investor”) will treat certain information provided by [Name], (the “Company”) concerning its business, financial performance, operations, and liabilities.

1. In connection with its possible investment in the Company (“Transaction”), the Investor has requested and will be provided information. As a condition of being furnished such information, the Investor agrees to treat any information concerning the Company or its affiliates, which is furnished by or on behalf of the Company whether furnished before, on or from time to time after the date of this letter agreement and the terms, conditions or other facts with respect to any possible transaction between the Company (herein collectively referred to as the “Evaluation Material”) in accordance with the provisions of this letter agreement. The term “Evaluation Material” does not include information which (a) was or becomes generally available to the public other than as a result of a disclosure by the Investor or its directors, officers, employees, agents or advisors, (b) was or becomes available to the Investor on a non-confidential basis from a source other than the Company or its advisors, provided that such source is not known by the Investor to be bound by a confidentiality agreement with the Company or (c) was within the possession of the Investor prior to its being furnished by or on behalf of the Company, provided that the source of such information was not known to be bound by a confidentiality agreement with the Company in respect thereof.

2. The Investor hereby agrees that the Evaluation Material will not be used in any way detrimental to the Company or its affiliates and will be used solely for the purpose of evaluating a possible transaction between the Company and the Investor, and that such information will be kept confidential; provided, however, that any such information may be disclosed to the Investor investors, directors, officers, employees, agents, and advisors who need to know such information for the purpose of evaluating any such possible Transaction, it being agreed that such directors, officers, employees, agents and advisors shall be informed by the Investor of the confidential nature of such information and that by receiving such information they are agreeing to be bound by this agreement.

3. In the event that the Investor, or any of its directors, officers, employees, agents, and advisors are requested (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Evaluation Material, the Investor agrees to notify the Company promptly of such request(s) and the documents requested thereby, so that the Company may seek an appropriate protective order and/or waive. It is further agreed that, if in the absence of a protective order or the receipt of a waiver by the Company, the Investor is nonetheless, in the opinion of a legal counsel, compelled to disclose such Evaluation Material, the Investor may disclose such information without liability hereunder; provided, however, that the Investor shall give the Company written notice of the information required to be disclosed as far in advance of its disclosure as practicable and shall use its reasonable best efforts to cooperate with the Company if it should seek to obtain an order or other reliable insurance that confidential treatment will be accorded to such portion of that information required to be disclosed.

4. At any time upon request, the Investor shall promptly redeliver to the Company all written material containing or reflecting any information contained in the Evaluation Material (whether prepared by the Company or otherwise, and whether in possession of the Investor or of any of its directors, officers, employees, agents or advisors, not retaining any copies, extracts or other reproductions in whole or in part of such written material.

5. The Investor understands that the Company does not make any representation or warranty as to the accuracy or completeness of the Evaluation Material. You agree that neither the Company nor its representatives shall have any liability resulting from the use of the Evaluation Material supplied by the Company or any of its representatives.

6. The Investor agrees that no contract or agreement providing for any transaction involving the Investor and the Company shall be deemed to exist between, unless and until a final definitive agreement has been executed and delivered, and the Investor hereby waives, in advance, any and all claims (including, without limitation, breach of contract) in connection with any transaction involving the Company, unless and until the parties have entered into a final definitive agreement.

7. The Investor, and its affiliates, directors, officers, employees, agents and advisors, understand and agree that, without the prior written consent of the Company, they will not, directly or indirectly, in any manner, request, induce or influence any employee of the Company to leave his or her employment with the Company or its affiliates, or employ any such employees for a period commencing on the date hereof and terminating two (2) years after the date hereof; provided however that the foregoing shall not apply to general advertisements or solicitations for employment by the Investor and any hiring of employees of the Company or its affiliates resulting therefrom.

8. It is understood and agreed that no failure or delay by the Company 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 further exercise of any right, power or privilege.

9. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this letter agreement by the Investor and that the Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. The Investor further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for the Investor breach of this letter agreement but shall be in addition to all other remedies available at law or equity to the Company.

10. The provisions of this agreement shall terminate two (2) years from the date hereof; provided, however, that no such termination shall relieve any party hereto from any liability for any breach of this letter agreement.

11. This agreement is for the benefit of the Company and its representatives and shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflict of laws' provisions thereof. The parties hereto hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Florida and of the United States of America located in the State of Florida and the parties hereto further agree that service of any process, summons, notice or document by U.S. registered mail to its address set forth above shall be effective service of process for any action, suit or proceeding brought against either party in any such court. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this agreement or the transactions contemplated hereby, in the courts of the State of Florida or the United States of America located in the State of Florida, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

12. This agreement contains the entire agreement between the Investor and the Company, regarding its subject matter and supersedes all prior agreements, understandings, arrangements and discussions regarding such subject matter.

13. No provision in this agreement can be waived, modified or amended except by written consent of the Investor and the Company, which consent shall specifically refer to the provision to be waived, modified or amended and shall explicitly make such waiver, modification or amendment.



14. This letter agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon one instrument.

If you agree with the foregoing, please so confirm by signing and returning one copy of this letter agreement, whereupon it will constitute an agreement between the Investor and the Company with respect to the subject matter hereof.

Truly yours,

By: MKH Capital Partners

Name:

Title:

Date:

Confirmed and agreed to:

By:

Name:

Title:

Date: