



LONG POINT CAPITAL

CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

We have requested, on behalf of Long Point Capital, Inc. ("LPC"), access to certain information, properties and personnel of _____ (including its subsidiaries, the "Company"), in connection with a possible transaction with or involving the business of the Company. As a condition to our being furnished such information, we agree to treat any information (herein collectively referred to as the "Evaluation Material") concerning the Company that is to be, or has been, furnished to LPC by or on behalf of the Company in accordance with the provisions of this "Agreement" and to take or refrain from taking certain other actions herein set forth. Notwithstanding the foregoing, the term "Evaluation Material" does not include any information that (i) is already in our possession, (ii) is or becomes generally available to the public other than as a result of an unauthorized disclosure by LPC or its representatives, or (iii) becomes available to LPC on a non-confidential basis from a source other than the Company or its representatives, *provided* that such source is not known by LPC to be bound by a confidentiality agreement or other obligation of secrecy to the Company or another person.

As a condition to the Company furnishing the Evaluation Material, we agree as follows:

1. Nondisclosure of Evaluation Material. The Evaluation Material will be kept confidential by LPC, will not be used by LPC in any way detrimental to the Company and will not be used other than in connection with LPC's evaluation of a possible transaction with or involving the business of the Company; *provided* that any of such information may be disclosed to representatives who need to know such information for the purpose of evaluating any such possible transaction. We will inform our representatives of the confidential nature of the Evaluation Material and will direct them to treat the Evaluation Material confidentially, and LPC will be responsible for any breach of the terms hereof by its representatives. In the event that we or our representatives receive a request or become legally compelled to disclose all or a part of the information contained in the Evaluation Material, we agree to the extent practical, to promptly notify the Company of the existence, terms and circumstances surrounding such a request, so that it may seek an appropriate protective order.

2. Treatment of Evaluation Material. As soon as possible upon the Company's written request, we will return all or will destroy all written Evaluation Material provided to us. Also, we will destroy all documents, memoranda, notes and other writings whatsoever prepared by us or our representatives based on the information in the Evaluation Material. LPC will be entitled to keep materials with its legal counsel to satisfy its compliance with applicable laws and established record keeping procedures.

3. Miscellaneous. The Company and LPC each understand that entering into this Agreement in no way creates any obligation to enter into any transaction. LPC acknowledges that money damages may not be a sufficient remedy alone for any violation of the terms hereof and, accordingly, the Company will be entitled to seek specific performance and injunctive relief as remedies for any such violation. These remedies will not be exclusive but will be in addition to all other remedies available to the Company at law or in equity. The Company acknowledges and agrees that in no event shall it be entitled to recover any special, punitive and/or consequential damages related to any breach hereunder. This Agreement will terminate upon the first anniversary of the date hereof. This Agreement will be governed by and construed in accordance with the laws of the State of New York. This Agreement may be executed in one or more counterparts, and each person executing this Agreement on behalf of such party hereto represents that such execution is made with full authority and that such party is bound by the terms hereof.

IN WITNESS WHEREOF, we have executed this Agreement this _____ day of _____, _____.

LONG POINT CAPITAL, INC.

ACKNOWLEDGED AND AGREED:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: Signed: _____