

CONFIDENTIAL DISCLOSURE AGREEMENT

(Please Print)

RE:

_____ (Hereinafter known as "DISCLOSER"), is willing to make one or more disclosures to Horizon Tool Inc. (hereinafter "RECIPIENT") with a mailing address of 4300 Waterleaf Court, Greensboro, NC 27410, relating trade secrets and/or the development and distribution of various products (hereinafter "Products"). RECIPIENT is willing to receive said disclosure on the following terms and conditions:

1. "INFORMATION", as used herein, shall mean oral and written materials, drawings, specifications, photographs, data, specimens and any other materials of whatsoever type including CD, film, tape, video or related electronic means, relating to such Trade Secrets and/or Products and received from DISCLOSER and/or other RECIPIENT employees.
2. RECIPIENT will receive INFORMATION in confidence and will not disclose INFORMATION to others, nor will RECIPIENT use INFORMATION for any purpose other than to sell and demonstrate the Products to existing and potential customers.
3. The restrictions imposed on RECIPIENT in Paragraph 2 will not apply to INFORMATION, the equivalent of which is:
 - a) in the possession of RECIPIENT at the time of receipt from DISCLOSER and proof thereof is promptly offered by RECIPIENT; or
 - b) received at any time by RECIPIENT from any third party who is not in breach of a confidential relationship with DISCLOSER by its disclosure to RECIPIENT; or
 - c) in the public domain at the time of disclosure by DISCLOSER TO RECIPIENT or which becomes part of the public domain thereafter without fault on the part of RECIPIENT.

HORIZON TOOL INC.

CONFIDENTIAL DISCLOSURE AGREEMENT- Page 2 of 2

4. RECIPIENT shall obtain no right of any kind in the disclosure relating to Product by reason of this agreement.

5. RECIPIENT shall mean and include the person, firm, company, or corporation which RECIPIENT represents, and any employees or agents thereof, or others controlled thereby whether directly or indirectly.

INTENDING TO BE LEGALLY BOUND; the parties hereto affix their signature on the date following their signature.

RECIPIENT: _____
(Print Name) (Signature)

DATE: _____

TITLE: _____

COMPANY: _____

DISCLOSER: _____
(Print Name) (Signature)

DATE: _____