

EQUITA CAPITAL PARTNERS NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into as of the Effective Date set forth below ("**Effective Date**"), by and between Equita Capital Partners LLC, a Texas limited liability company ("**Disclosing Party**"), and the undersigned Receiving Party ("**Receiving Party**").

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

1. Confidential Information

1.1 "Confidential Information" means any proprietary information that is disclosed by the Disclosing Party to the Receiving Party which relates to the Disclosing Party's business (including without limitation, business plans, financial data, customer information, marketing plans, etc.), technology (including without limitation, technical drawings, designs, schematics, algorithms, technical data, product plans, research plans, software, etc.), products, services, trade secrets, know-how, formulas, processes, ideas, and inventions (whether or not patentable) or which should be reasonably understood by the Receiving Party as the confidential or proprietary information of the Disclosing Party.

1.2 Confidential Information shall not include any information that: (i) is or falls into the public domain without fault of the Receiving Party; (ii) the Receiving Party can show by written documentation was in its possession without any obligation of confidentiality prior to receipt thereof from the Disclosing Party; (iii) is independently developed by the Receiving Party without the benefit of any Confidential Information of the Disclosing Party; or (iv) is obtained by the Receiving Party from a third party without any obligation of confidentiality to the Disclosing Party.

2. Nondisclosure Obligations

2.1 Confidential Information of the Disclosing Party shall be used by the Receiving Party solely for the purpose of evaluating whether or not the Receiving Party wishes to make an investment in the Disclosing Party and shall not be used for any other purpose. Receiving Party shall hold the Disclosing Party's Confidential Information in strictest confidence at all times in perpetuity and shall not disclose the Confidential Information without the prior written consent of the Disclosing Party. Receiving Party may disclose the Disclosing Party's Confidential Information to such party's employees, consultants, legal advisors, tax advisors and financial advisors (collectively, the "**Representatives**") on a need-to-know basis provided that such Representatives shall have executed appropriate written agreements with such party to ensure compliance with all the provisions of this Agreement. Receiving Party agrees to take all reasonable measures to protect the Confidential Information from falling into the public domain or the possession of persons other than those persons authorized to have any such Confidential Information, which measures shall include the highest degree of care that such party utilizes to protect its own information of a similar nature, but in no event less than a reasonable degree of care. Receiving Party shall be liable for any action or omission of its Representatives in violation of this Agreement.

2.2 Nothing in this Agreement shall prohibit Receiving Party from disclosing Confidential Information if legally required to do so by judicial or governmental order or in a judicial or governmental proceeding ("**Required Disclosure**"); *provided* that the Receiving Party shall (i) give Disclosing Party prompt notice of such Required Disclosure prior to disclosure; (ii) cooperate with the Disclosing Party in the event that it elects to contest such disclosure or seek a protective order with respect thereto, and/or (iii) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.

3. General Provisions

3.1 All Confidential Information of the Disclosing Party is and shall remain the property of the Disclosing Party. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, either express, implied or by estoppel, to any Confidential Information of the Disclosing Party.

3.2 ALL CONFIDENTIAL INFORMATION FURNISHED UNDER THIS AGREEMENT IS PROVIDED BY THE DISCLOSING PARTY

"AS IS." DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS OR OTHER ATTRIBUTES OF ITS CONFIDENTIAL INFORMATION.

3.3 Upon request by the Disclosing Party at any time, the Receiving Party shall return to the Disclosing Party all copies or extracts of the Disclosing Party's Confidential Information, in any medium, and certify, in writing by an authorized officer of the Receiving Party, the destruction of the same to the Disclosing Party.

3.4 Neither party may assign or transfer this Agreement or any of its rights hereunder or delegate any of its obligations hereunder (whether by merger, operation of law or in any other manner) without the prior written consent of the other party, which consent may be withheld at such party's sole discretion. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties, their permitted successors and permitted assigns.

3.5 Nothing in this Agreement shall be construed to require either party to negotiate or enter into any business transaction or make or accept any investment with the other party and any such business transaction or investment shall be governed solely by its applicable written agreement entered into by the parties if, when and as executed by the parties.

3.6 This Agreement does not create any agency or partnership relationship.

3.7 This Agreement shall be construed and governed by the laws of the State of California, without giving effect to its conflicts of law principles. The parties hereby submit to the personal jurisdiction of, and agree that any legal proceeding with respect to or arising under this Agreement shall be brought solely in, the state courts of the State of California for the County of Orange or the United States District Court for the Central District of California, if such court has subject matter jurisdiction.

3.8 If any legal action or proceeding is commenced in connection with a dispute arising hereunder, the prevailing party shall be entitled to recover all attorneys' fees and costs incurred in connection with such dispute.

3.9 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understanding and agreements between and among them respecting the subject matter hereof. It shall not be modified except by a written agreement signed by both parties. No delay, failure or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

EFFECTIVE DATE: _____

DISCLOSING PARTY: EQUITA CAPITAL PARTNERS

RECEIVING PARTY: _____

By: _____

Name: _____

Title: _____

Address: _____