

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into as of _____, by and between Joseph J. Brookshire, a representative of JJ Brookshire, LLC, with offices at 5613 Cornelia Court, Midlothian, TX 76065 (hereinafter referred to as "**RECIPIENT**") and, _____ a representative of _____, with offices at _____ (hereinafter referred to as the "**DISCLOSER**").

WITNESSETH:

WHEREAS, **RECIPIENT** and the **DISCLOSER** intend to discuss and evaluate a possible business arrangement in which **DISCLOSER** will provide information to **RECIPIENT** and **RECIPIENT** will provide information to **DISCLOSER**;

WHEREAS, the parties may discover from or reveal to the other certain Confidential Information (as defined below) for the purpose of establishing a "Business Relationship"; and

WHEREAS, the parties desire to ensure that the Confidential Information is retained in strict confidence with the other;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth below, the parties hereby agree as follows:

1. Definitions.

For the purpose of this Agreement, "Confidential Information" shall mean all proprietary technical, financial and business information of the parties of any kind whatsoever and furnished in oral, visual, written and/or other any tangible and intangible embodiments thereof, whether or not patentable, including, where appropriate and without limitation: (i) all documents, prototypes, samples and equipment pertaining to the Business Relationship; (ii) all methods, data, designs, plans, drawings, know-how, systems, processes, apparatus, equipment, algorithms, software programs, software source documents, formulas, schematics, blueprints, records, reports, models, prototypes and descriptions relating to its current, future and proposed products and services; and (iii) all information concerning its research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information. Any information disclosed by one party to the other in written form intended to be Confidential Information shall be identified as such in writing at the time of disclosure by an appropriate legend, marking, stamp or other positive written identification on the face thereof.

2. Confidentiality.

(a) **RECIPIENT** shall maintain **DISCLOSER**'s Confidential Information in strict confidence using at least the same standards employed by **RECIPIENT** in safeguarding his own confidential information of similar nature and shall not disclose any portion thereof to any third party except to the extent expressly permitted by **DISCLOSER**.

(b) **RECIPIENT** shall limit disclosure of the Confidential Information to only those individuals who have a need to know in the course of the performance of their duties relating to carrying out the evaluation and then only after such individuals have undertaken to comply with the obligation undertaken by **RECIPIENT** under this Agreement.

(c) **RECIPIENT** shall use the Confidential Information solely for the purposes referred to in the Recital. No other purposes of the Confidential Information is expressed, implied, or permitted without written consent of **DISCLOSER**.

(d) **RECIPIENT** hereby acknowledges (i) that the Confidential Information received or to be received by **RECIPIENT** from **DISCLOSER** pursuant to this Agreement constitutes the valuable proprietary know-how and trade secrets of **DISCLOSER**; (ii) that its obligations under this Agreement are special, unique and extraordinary and, for these reasons, breach by it of any term or provision thereof shall be material and shall cause irreparable harm to **DISCLOSER**, not properly compensable by damages in an action at law; and (iii) that the rights and remedies of **DISCLOSER** for such breach may be enforced by temporary restraining order, preliminary or permanent injunction, or such other relief as may be obtained in any court of competent jurisdiction, without the necessity of proving damages, posting any bond or other security, and without prejudice to or diminution of any other rights or remedies which may be available to **DISCLOSER** at law, in equity or otherwise.

3. Limitation on Obligation.

Notwithstanding the foregoing, the obligation of **RECIPIENT** specified in Section 2 above shall not apply, and **RECIPIENT** shall have no further obligations, with respect to any Confidential Information which:

- (a) prior to the time of disclosure has been developed independently by **RECIPIENT** without reliance on or use of **DISCLOSER**'s Confidential Information; or
- (b) prior to the time of disclosure had been lawfully acquired from a third party having the right to disclose it.

4. Prohibition of Copying.

RECIPIENT shall not copy any of the tangible embodiments of **DISCLOSER**'s Confidential Information, without the prior written consent of **DISCLOSER**. All reproduced copies of the Confidential Information shall bear the original legend, marking, stamp or other positive written identification on the face thereof indicating that the information therein is proprietary to **DISCLOSER**.

5. Confidentiality Term.

The obligations and restrictions provided in Section 2 hereof shall continue for a minimum of two (2) years from the date of this Agreement or until such time as all Confidential Information of **DISCLOSER** disclosed hereunder becomes publicly known and made generally available through inaction of **RECIPIENT**, whichever period shall be shorter.

6. Return of Documents.

All tangible information, including drawings, designs, specifications, flowsheets, sketches, descriptions, data, samples and other tangible materials pertaining to **DISCLOSER's** Confidential Information, and all copies thereof, shall remain the property of **DISCLOSER**. At the request of **DISCLOSER**, **RECIPIENT** shall return all such tangible information, and all copies thereof, to **DISCLOSER**, or, at **DISCLOSER's** election, certify by written memorandum that all such Confidential Information and copies in **RECIPIENT's** possession have been destroyed.

7. No License: No Relationship.

This Agreement shall not be construed as a teaming, joint venture, partnership or other such agreement, rather, the parties hereto expressly agree that this Agreement is for the purpose of protecting the Confidential Information only. This Agreement grants no employment or agency rights, no rights to payment for services, and no further obligation to transact any business whatsoever with the other party. Nothing in this Agreement shall be deemed to grant to **RECIPIENT** any right or license directly, indirectly, by implication, estoppel or otherwise.

8. Choice of Law.

The Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law principles thereof.

9. Amendment; Assignment.

This Agreement, or any of the terms or provisions thereof, may not be changed, amended or waived, in any way whatsoever, except by written agreement executed by both parties. Neither this Agreement nor the rights or obligations hereto may be assigned or delegated by either party, by operation of law or otherwise, and any attempted assignment or delegation shall be a breach of the Agreement.

10. Execution.

This Agreement may be executed by means of facsimile signatures and in one or more counterpart, each of which, when so executed, will be deemed an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

RECIPIENT:

DISCLOSER:

By: _____

By: _____

Name: Joseph J. Brookshire

Name: _____

Date: _____

Date: _____