

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (Agreement) is entered into by and between Randy Daniels (“Owner”), and _____ (“Interested Party”). Owner has title to and or all beneficial interest in the following business, process, invention, project controlled and or initiated, and or concept described below (“Proposed Venture” To Be Disclosed, Following Receipt of Signed Agreement):

Owner and Interested Party have agreed to enter into discussions concerning the evaluation of the Proposed Venture which will make it necessary for Owner to disclose certain confidential information, which may include but is not limited to customer data, sales data, financial statements, tax returns, design data, blueprints, formulas, processes, marketing plans, business plans, which may or may not be a trade secret of Owner (collectively referred to herein as the “Disclosed Information”). Owner desires to allow the review of the Disclosed Information by Interested Party for the evaluation of the Proposed Venture. Owner further desires to protect the Disclosed Information from dissemination to third parties or the general public, or the unauthorized use of the Disclosed Information. In consideration of the covenants and promises set forth below, and other valuable consideration, Owner and Interested Party agrees as follows:

I. CONFIDENTIALITY

1.01 Owner has agreed to disclose the Disclosed Information to Interested Party to for the limited purpose of evaluating the feasibility of the Proposed Venture. Interested Party agrees to hold in confidence all of the Disclosed Information which may be disclosed to, or become known to, Interested Party, during the evaluaton of the Proposed Venture.

1.02 Interested Party acknowledges that all Disclosed Information, whether or not in writing and whether or not labeled or identified as confidential or proprietary, is and will remain the exclusive property of the Owner or the third party providing such information to Interested Party or the Owner. Interested Party agrees that Interested Party will use, the Disclosed Information only for the purpose of evaluating the Proposed Venture. Interested Party agrees not to use or disclose the Disclosed Information for Interested Party’s own benefit or for the benefit of any other person or business entity, other than the evaluation of the Proposed Venture.

1.03 Interested Party agrees to exercise best efforts to protect the confidentiality of the Disclosed Information in Interested Party’s possession. Interested Party will immediately return all materials containing any Disclosed Information then in Interested Party’s possession or control to the Owner upon the election of either party to discontinue negotiations or discussions concerning Proposed Venture.

1.04 Disclosed Information does not include information which:

- (a) is or becomes generally known within the Owner's industry through no fault of Interested Party;
- (b) was known to Interested Party at the time it was disclosed;
- (c) is lawfully and in good faith made available to Interested Party by a third party who did not derive it from the Owner and who imposes no obligation of confidence on Interested Party; or
- (d) is required to be disclosed by a governmental authority or by order of a court of competent jurisdiction, provided that such disclosure is subject to all applicable governmental or judicial protection available for like material and reasonable advance notice is given to the Owner.

1.05 Interested Party not disclose the Disclosed Information, in whole or in part, to any party other than persons within Interested Party's organization, including independent advisers/consultants, accountants, attorneys, engineers, who have a need to know such Information for purposes of evaluating or structuring the Proposed Venture. Interested Party accepts full responsibility for full compliance with all provisions of this Agreement by such persons to whom Interested Party has disclosed any portion of the Information

II. NO DIRECT SOLICITATION OF CUSTOMER

2.01 During the course of this Agreement, and for a period of two years following the termination of discussions or negotiations of the Proposed Venture, Interested Party agrees that Interested Party shall not directly solicit business or sell or provide supplies, services, training or products to in completion with Owner to customers of Owner that Interested Party was introduced to by Owner or that Interested Party learned of solely through the Disclosed Information.

2.02 Interested Party acknowledges and agrees that the terms and conditions of this Agreement, including the scope of the covenant not to compete, are reasonable and enforceable by Owner and Interested Party fully understands the terms and conditions of this Agreement; and Interested Party has executed this Agreement fully intending to be bound by it.

2.03 Interested Party further agrees that a breach or threatened breach of any provision of this Agreement will result in irreparable injury and damage to Owner for which it would have no adequate remedy at law and that if Interested Party breaches or threatens to breach any part of this Agreement, then Buyer may obtain an order from a court enjoining Interested Party from violating any of the provisions of this Agreement and that any such order shall be without prejudice to any other damage or right of action which may accrue to Owner because of Interested Party's breach or threatened breach of this Agreement.

IV. GENERAL

3.01 In the event that any one or more of the provisions contained in this Agreement, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and all other provisions will remain in full force and effect. If any of the provisions of this Agreement is held to be excessively broad, it will be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.

3.02 No delay or omission by the Owner in exercising any right under this Agreement will operate as a waiver of that or any other right. No waiver or consent given by the Owner on any occasion will be construed as a bar to or continuing waiver of any right on any other occasion.

3.03 The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Owner and are reasonable for such purpose. Any breach of this Agreement by will cause irreparable damage to the Owner and in the event of such breach, the Owner is entitled, in addition to monetary damages and to any other remedies available to the Owner under this Agreement and at law, to equitable relief, including injunctive relief, and to payment by Interested Party of all costs incurred by the Owner in enforcing of the provisions of this Agreement, including reasonable attorneys' fees.

3.04 This Agreement will be construed as a sealed instrument and will, in all events and for all purposes, be governed by, and construed in accordance with, the laws of the State of Texas without regard to any choice of law principle that would dictate the application of the laws of another jurisdiction.

I HAVE READ ALL OF THE PROVISIONS OF THIS AGREEMENT AND I UNDERSTAND, AND AGREE TO, EACH OF SUCH PROVISIONS.

Executed and effective this ____ day of _____, 20__.

INTERESTED PARTY:

_____/Title _____/Date
FILL IN YOUR NAME AND COMPANY NAME AND TITLE; DATE ; BY SIGNING YOU AGREE TO BE BOUND LEGALLY BY THIS ELECTRONIC SIGNATURE.

OWNER:

Randy Daniels/