

Non-Disclosure Agreement

This Agreement is between

_____ , _____
hereinafter called "Recipient", and hereinafter called "Owner".

WHEREAS Owner possesses certain confidential information concerning:

_____;

WHEREAS Recipient is desirous of obtaining said confidential information for purposes of evaluation thereof and as a basis for further discussions with Owner regarding assistance with development of the confidential information for the benefit of Owner or for the mutual benefit of Owner and Recipient;

THEREFORE, Recipient hereby agrees to receive the information in confidence and to treat it as confidential for all purposes. Recipient will not divulge or use in any manner any of said confidential information unless by written consent from Owner, and Recipient will use at least the same efforts it regularly employs for its own confidential information to avoid disclosure to others.

Provided, however, that this obligation to treat information confidentially will not apply to any information already in Recipient's possession or to any information that is generally available to the public or becomes generally available through no act or influence of Recipient. Recipient will inform Owner of the public nature or Recipient's possession of the information without delay after Owner's disclosure thereof or will be stopped from asserting such as defense to remedy under this agreement.

Recipient will exercise its best efforts to conduct its evaluation within a reasonable time after Owner's disclosure and will provide Owner with its assessment thereof without delay. Recipient will return all information, including all copies thereof, to Owner upon request. This agreement shall remain in effect for ten years after the date of its execution, and it shall be construed under the laws of the State of Texas.

(Date) (Recipient)

By: _____
(Name & title of person signing)

(Date) (Owner)