



NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is entered into as of _____, 200_ between Velocity West, LLC, a company organized under the laws of the State of Delaware, having its principal place of business at 1845 Summit, Suite 400, Plano TX, 75074, U.S.A., and _____ (“**The Company**”), a company organized under the laws of _____ having its principal place of business at _____, each hereinafter a “**Party**” to this Agreement.

In contemplation of the potential business collaboration(s) between the parties to this Agreement, it is recognized that any Party to this Agreement (the “**Disclosing Party**”) may disclose Confidential Information to the other Party (the “**Receiving Party**”). For good and valuable consideration, and in order to induce both parties to engage in such discussions, each Party agrees to hold in confidence any confidential information provided by the other Party. In particular, each Party to the Agreement agrees (a) to not disclose Confidential Information at any time to any person except to those who are directly involved in the evaluation of the potential business collaboration(s) and who are under an obligation to either or both parties to protect the Confidential Information, and (b) to not use or attempt to use at any time, either directly or indirectly, any of the Confidential Information and other ideas, strategies or business plans or proposals disclosed to it by the other for its own purposes or for the purposes of any actual or potential business competitor of the Disclosing Party, except as specifically agreed to by the Disclosing Party in writing.

“**Confidential Information**”, as used at all places in this Agreement, shall mean the terms of this Agreement and any other information disclosed by one party to the other party that is either designated as confidential or proprietary or that, due to its nature and/or the circumstances in which it is disclosed should be considered confidential. It shall include, but not be limited to, any and all methods, processes, strategies, equipment, plans, formulas, software, programs, sales and marketing information, technical information, financial information, data, know-how, documentation and other information disclosed after the date of this agreement, whether disclosed visually, orally, or in writing, whether or not tangibly recorded.

Confidential Information shall not include any information which the Receiving Party can establish: (1) was, on the date of this Agreement, generally known to the public; or (2) became generally known to the public after the date of this Agreement other than as a result of the act or omission of the Receiving Party or the Receiving Party’s directors, officers, partners, consultants, agents or employees; or (3) was rightfully known to the Receiving Party prior to learning of or receiving same from the Disclosing Party; or (4) is lawfully received by the Receiving Party from a third party without that third party’s breach of agreement or obligation of trust or fiduciary duty or duty of confidentiality; or (5) was independently developed by the Receiving Party; or (6) is required to be disclosed by the order of a court of competent jurisdiction or by the order of any other competent authority, provided that the Party required to disclose such information (the “**Ordered Party**”) shall (i) inform the other Party as soon as it is aware that such disclosure is required, so that such other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement; (ii) notify the other Party of the disclosure which the Ordered Party proposes to make; (iii) give to such other Party reasonable opportunity to contest the necessity or the form of such disclosure; and (iv) disclose only so much of the Confidential Information as is necessary to comply with the order.



Each Party considers all of its Confidential Information to be proprietary. All of the Disclosing Party's Confidential Information shall at all times, and throughout the world, remain the property of the Disclosing Party, exclusively, and all applicable rights in trademarks, patents, copyrights and trade secrets shall remain the property of the Disclosing Party, exclusively. Nothing in this Agreement shall be construed, by implication or otherwise, as an obligation to enter into any further agreement concerning the Confidential Information or as a grant of a license by either Party to the other to use or disseminate any of the

Confidential Information of the Disclosing Party other than for the purpose of evaluating and/or implementing the potential business collaboration(s). Each of the parties to this Agreement shall bear its own expenses, including all attorneys fees and any other costs of any nature whatsoever made in connection with this Agreement or the potential business collaboration(s), without regard to whether a further definitive agreement with respect to any transaction or potential business collaboration(s) is entered into between the parties.

Upon written request of the Disclosing Party at any time, the Receiving Party shall return to the Disclosing Party all tangible materials and copies thereof containing Confidential Information received from the Disclosing Party (or, at the option of the Disclosing Party, upon written request, such written material and copies shall be destroyed by the Receiving Party).

In the event of a breach of this Agreement, which the parties agree will cause irreparable harm, the Party whose rights hereunder have been or are being violated shall be entitled, without posting a bond or by posting a bond in a nominal amount, to an injunction from any court of competent jurisdiction enjoining and restraining any violation of this Agreement.

All Confidential Information is provided in good faith but without any representation or warranty that it is accurate, complete or otherwise and with the express understanding that Confidential Information disclosed under this Agreement is delivered "as is" and each Party shall have no liability whatsoever to the other Party in connection with, arising from, or relating to, any Confidential Information or the use thereof.

This Agreement shall be governed by, and construed in accordance with the laws of the State of Texas, excluding that body of law known as conflicts of law. The parties hereby submit themselves to the jurisdiction of the courts of that State, and exclusive venue shall lie in Collin County, Texas. This Agreement shall be effective as of the date first written above and shall continue in full force and effect indefinitely in accordance with its express terms, except that a court may construe this Agreement to be limited in scope or duration to the extent necessary to render it enforceable.

All clauses and covenants contained in this Agreement are severable and in the event that any of them is held to be invalid by any court, this Agreement will be interpreted as if such invalid clauses and covenants were not contained herein.

AGREED AND ACCEPTED BY:

Velocity West, LLC

By: _____
 Name: _____
 Title: _____
 Date: _____

THE COMPANY

By: _____
 Name: _____
 Title: _____
 EIN:/SSN: _____
 Date: _____
 Phone: _____
 Fax: _____