

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement between Rhodes Holdings, Inc. (herein referred to as "*RHL*"), a Texas limited liability corporation with headquarters at 2819 Fair Drive, Sugar Land, Texas 77478 or mailing address at POB 260, Stafford, TX 77497, and _____, a company with headquarters at _____ (herein referred to as "*COMPANY*") entered into this ___ day of _____, 20__.

RHL and COMPANY possess valuable and proprietary Confidential Information. The parties have already, or desire to receive and review such Confidential Information for the purpose of evaluating entering into a further business relationship with the other party. Therefore, in consideration of the foregoing and for other good and valuable consideration, the adequacy of which is hereby acknowledged, it is agreed that:

1. As used herein, "Confidential Information" includes, but is not limited to, formulae, compilations, computer programs, devices, methods, techniques, know-how, business data including cost data and customer lists, marketing plans, specifications, drawings, and the like which may be communicated in tangible or intangible format including, but not limited to, writings, drawings, diagrams, blueprints, computer media and electronic data, and oral communications, and which is reasonably considered by the Owner as confidential, proprietary, or trade secret information. "Owner" means the party owning and disclosing Confidential Information and "Recipient" means the party receiving Confidential Information.
2. Recipient shall maintain Confidential Information in confidence for a period of two (2) years from the date of disclosure. Receiver shall use its best efforts to protect Confidential Information but not less than a reasonable standard of care. Receiver shall restrict disclosure of Confidential Information to its employees, and to those consultants who have been pre-approved in writing by Owner, who (i) have a demonstrated need to know the Confidential Information, (ii) have acknowledged the receipt of or access to the Confidential Information, (iii) have been informed of Recipient's obligations hereunder, and (iv) have a written agreement with Recipient at least as broad as this Agreement with respect to the protection of the Confidential Information. Furthermore, Recipient acknowledges that any breach by such employee or consultant shall be deemed a breach of this Agreement.
3. Recipient shall use the Confidential Information only (i) to evaluate entering into a business relationship with Owner, and (ii) for the purposes specified in such business relationship if it is entered into.
4. Nothing contained in this Agreement shall in any way restrict Recipient's rights to use, disclose, or otherwise dispose of any information which:
 - a. at the time of disclosure by Owner was already in the possession of Recipient, as shown by written record demonstrated by Owner's reasonable satisfaction;
 - b. is independently made available to Recipient by an unrelated and independent third party whose disclosure shall not constitute a breach of any duty owed to Owner;
 - c. is generally available to the public in a readily-available document; or
 - d. is compelled to be disclosed pursuant to a court order or other governmental request or requirement. In such event, Recipient shall notify Owner as soon as possible and shall cooperate to the fullest extent possible to limit such disclosure.

RHL Initial / Date: _____ COMPANY Initial / Date: _____

RHL NDA and Confidentiality Agreement

COMPANY: _____

5. Nothing in this Agreement shall obligate either party to enter into any further agreements of business relationships, nor prevent either party from conducting similar business with others. Nothing in this agreement shall be construed as granting any rights or licenses in any Confidential Information beyond those expressly specified herein.
6. Upon termination of any dealings, Recipient shall leave with Owner and/or return to Owner all documents, records, notebooks, computer files, and other repositories or materials containing Confidential Information, including any and all copies thereof, in whole or in part.
7. The parties acknowledge that the terms of this Agreement are reasonable and necessary to protect Owner's business interests and that Owner would suffer irreparable harm from a breach of this Agreement. Therefore, in addition to any other rights or remedies to which Owner would otherwise be entitled, all of which shall be cumulative, Owner shall be entitled to seek injunctive relief in the event of any breach hereof.
8. This agreement supersedes any existing agreement, written or otherwise, between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Texas, without respect to its conflict of laws principles. The parties consent to the exclusive personal jurisdiction of the State and Federal Courts in Texas if there is any dispute under this Agreement.
9. If any provision of this Agreement is held invalid or unenforceable for any reason, such invalidity or unenforceability shall apply only to the particular aspect of such provision found invalid or unenforceable and shall not affect any other provision of this Agreement. To the fullest extent allowed by law, this Agreement shall be construed as if the applicable provision had been more narrowly drafted so as not to be invalid or unenforceable.
10. This agreement may not be assigned by either party without the prior written consent of the non-assigning party and is binding upon the parties and their respective successors and permitted assigns.

COMPANY:

By: _____

Name: _____

Title: _____

Date: _____

Rhodes Holdings, Inc.:

By: _____

Name: _____

Title: _____

Date: _____