



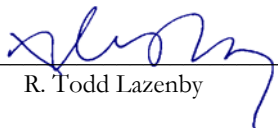
## CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008, is between VICTORY PARTNERS, L.L.C., of Dallas, Texas, ("VP") and \_\_\_\_\_ ("the Company").

1. VP desires to receive confidential information from the Company for the sole purpose of evaluating VP's interest in consulting with, investing in, providing financing for, or representing all or part of Company for sale or merger.
2. VP will not divulge confidential information to any third parties without first obtaining the Company's written approval and only on a need to know basis in connection with VP's interest in representing the Company in any fashion throughout the engagement process.
3. For the purposes of this letter agreement, confidential material does not include information which (i) is presented orally to VP; or (ii) is or becomes generally available to the public other than as a result of a disclosure by the Company or the Company's representative; or (iii) becomes available to VP from a source other than the Company provided that such source is not bound by any contractual, legal or fiduciary obligation of confidentiality to the Company.
4. VP acknowledges that any unauthorized use or disclosure of confidential information will constitute a material breach of this agreement and could cause damage to the Company for which VP would be responsible.
5. VP acknowledges the sensitivity implicit in these activities and thereby recognizes its obligation to act in a most discrete manner.
6. VP, its officers, directors, affiliates, agents, and/or assigns will not engage in any direct or indirect communications with any Owner or Officer or other employee of the Company, without the Company's prior permission, nor will VP upon receipt of such permission, engage in any direct or indirect communications with any employee or supplier or distributor or agent or customer of the Company, without the prior permission of the Company.
7. VP hereby commits to promptly return to the Company, all confidential information, plus all notes and derivative documents at the time of any such request by the Company to do so.
8. This agreement constitutes the entire agreement of the parties on the subject matter and may not be changed except by written instrument, signed by the parties hereto and shall be governed by and construed in accordance with the laws of the State of Texas.
9. While not anticipated, in the event a dispute should arise out of this arrangement or otherwise, it will be heard and determined in Dallas, Texas or other mutually agreeable location by the American Arbitration Association under their then current Commercial Arbitration Rules and practices. The decision of the arbitrator(s) shall be final and binding and any award may be entered in any Court of Competent jurisdiction.
10. Facsimiles of this executed document will be treated as originals and are valid and binding on all parties.

**VICTORY PARTNERS, L.L.C.**

**RECIPIENT**

By:  \_\_\_\_\_  
R. Todd Lazenby

By: \_\_\_\_\_

Its: Partner \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_