



MASTER CONFIDENTIALITY/ NON-DISCLOSURE AGREEMENT

In connection with your interest in any of the clients that we discuss with you, (the "Companies"), we are furnishing you with certain information which is non-public confidential or proprietary in nature. Such information furnished to you and the Companies' willingness to consider a potential transaction, defined as an investment, acquisition, or a strategic partnership ("Transaction"), as well as documents prepared by you, your officers, directors, employees, agents, affiliates, successors or assigns, which contain or otherwise reflect such information or your review of, or interest in, the Companies, is hereinafter referred to as the "Information." In consideration of us furnishing you with the Information you agree for the benefit of the Companies that:

1. The Information will be kept confidential and shall not, without our prior written consent, be disclosed by you, or by your officers, directors, employees, agents, affiliates, successors, or assigns in any manner whatsoever, in whole or in part, and shall not be used by you, your officers, directors, employees, agents, affiliates, successors or assigns, other than in connection with evaluation or pursuit of the transaction described above. Moreover, you agree to reveal the Information only to your officers, directors, employees, agents, affiliates, successors or assigns who need to know the Information for the purpose of evaluating the transaction described above, who are informed by you of the confidential nature of the Information and who shall agree (in writing, if so requested) to act in accordance with the terms and conditions of this letter agreement (the "Agreement"). You shall be responsible for any breach of this Agreement by your officers, directors, employees, agents, affiliates, successors or assigns.
2. Without the Companies' prior written consent, except as required by law, such requirement to be confirmed by a written legal opinion, you and your officers, directors, employees, agents, affiliates, successors or assigns will not disclose to any person the fact that the Information has been made available, that discussions or negotiations are taking place or have taken place concerning a possible transaction involving you and the Companies or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
3. Without the Companies' prior consent, you will not contact directly or indirectly any of the Companies' directors, officers, employees or shareholders regarding the Information or your interest in the Companies or any possible transaction involving the Companies. For a period of two years from the date hereof, you will not solicit any of the Companies' officers or employees regarding employment with you.
4. You understand that the Companies have endeavored to include in the Information those materials which the Companies believe to be reliable and relevant for the purpose of your evaluation, but you acknowledge that neither the Companies nor any of its respective agents, representatives, or employees makes any representation or warranty either expressed or implied as to the accuracy or completeness of the Information.
5. The term Information shall not include such portions of the Information which (i) are or

become generally available to the public other than as a result of a disclosure by you, by your officers, directors, employees, agents, affiliates, successors or assigns, or (ii) become available to you on a non-confidential basis from a source other than the Companies or its agents which is not prohibited from disclosing such information to you by a legal, contractual or fiduciary obligation to the Companies.

6. All copies of the Information, including documents or other materials prepared by you, your officers, directors, employees, agents, affiliates, successors or assigns that include portions of or are derived from the Information, will be kept confidential and subject to the terms of this Agreement, and returned upon request.
7. You represent that you are obtaining the Information and executing this Agreement for your own account for your own purposes and not for or on behalf of or in concert with any other party.
8. In the event you or anyone to whom you transmit the Information pursuant to this Agreement becomes legally compelled to disclose any of the information, you will provide the Companies with prompt notice so that the Companies may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. You will furnish only that portion of the Information which you are advised by written opinion of counsel is legally required and will exercise your best efforts to obtain reliable assurance that confidential treatment will be accorded the Information.
9. The Companies reserves the right to negotiate with one or more prospective investors or purchasers at any time and to enter into agreements with respect to transactions involving the Companies without prior notice to you or any other party.
10. Recipient agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that the Companies shall be entitled to injunctive relief, specific performance or other appropriate equitable remedies for any such breach. Any of such remedies shall not be deemed to be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other remedies available to the Companies at law or in equity. In the event the Companies bring an action to enforce the obligations hereunder, the prevailing party shall reimburse the non-prevailing party for all costs and expenses, including reasonable attorney's fees, incurred by it in connection therewith.
11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns. This Agreement shall be legally binding with signatures received by facsimile. Recipient hereby acknowledges that Recipient has read this Agreement and has received a copy of it.
12. All notices, demands and other communications hereunder shall be in writing and shall be deemed given if delivered personally (including delivery by any nationally recognized overnight delivery service) or three days after deposited in the United States mail, certified, return receipt requested, postage prepaid, to the parties at the addresses set forth at the beginning of this Agreement, or at such other address a party shall specify by like notice to the other parties.
13. The invalidity or illegality of any provision of this Agreement shall not affect the validity or

legality of any other provision hereof. Any invalid or illegal provisions of this Agreement shall be construed by a court of competent jurisdiction to have the broadest scope permissible under the law of said jurisdiction, and if no validating construction is possible, shall be severable, and all other provisions hereof shall remain in full force and effect.

14. The interpretation and performance of this Agreement shall be governed by the laws of the State of Texas.

Date: _____

AGREED TO:

VICTORY PARTNERS, LLC

RECIPIENT

By: _____
R. Todd Lazenby

By: _____

Its: Partner _____

Its: _____