

## The Catalyst Group Non-Disclosure Agreement

This Agreement is entered into and made effective as of \_\_\_\_\_, by and between The Catalyst Group (hereinafter "Receiving Party" or "Investor"), and the party or parties identified below (hereinafter "Disclosing Party" or "Company"). Investor and the Company agree as follows:

1. **Confidential Information.** "Confidential Information" means all confidential, proprietary, and/or trade secret information of the Disclosing Party which is provided to the Receiving Party from the date of this Agreement until the termination of this Agreement in accordance with Section 6, and includes, without limitation, all financial statements, projections, marketing information, customer information, investment proposals, term sheets, and business strategies provided by the Disclosing Party to the Receiving Party.
2. **Obligations of Receiving Party.** The Receiving Party may disclose the Confidential Information to such of its officers, employees, agents, advisors, and/or consultants who reasonably need to know the same and are bound by confidentiality undertakings equivalent to this Agreement. Apart from the foregoing, the Receiving Party shall not disclose Confidential Information to any third party without the prior approval of the Disclosing Party. The Receiving Party shall treat the Confidential Information with at least the same degree of care that the Receiving Party uses to protect its own similar confidential information. The Confidential Information shall not be used by the Receiving Party other than in connection with potential investments by Investor in the Company.
3. **Limitations on Confidentiality.** Confidential Information shall not include information which is:
  - a) publicly available or readily ascertainable as of the effective date or thereafter; or
  - b) received from a third party without any obligation of confidentiality to the Disclosing Party after the effective date; or
  - c) known to the Receiving Party prior to its receipt from the Disclosing Party; or
  - d) independently developed by the Receiving Party; or
  - e) generally made available to third parties by the Disclosing Party without restriction on disclosure; or
  - f) required to be disclosed in order to comply with applicable law, including without limitation the Texas Open Meetings Act and the Texas Public Information Act.
4. **Title.** Title or the right to possess Confidential Information as between the parties shall remain with the Disclosing Party.
5. **No Obligation of Disclosure.** Neither party has any obligation to disclose Confidential Information to the other. Either party may, at any time, cease giving Confidential Information to the other party without any liability.
6. **Termination and Duty to Return.** Either party may terminate this Agreement at any time without cause upon notice to the other party. However, all obligations of confidentiality and all restrictions on use or disclosure of Confidential Information shall survive the termination of this Agreement. In the event this Agreement is terminated, and the Disclosing Party so requests, the Receiving Party shall promptly return or destroy all Confidential Information which it received from the Disclosing Party along with all copies which it made. Provided, however, that all restrictions on the use or disclosure of any particular Confidential Information, and all obligations of the Receiving Party with respect thereto, shall terminate upon the expiration of one (1) year from the initial disclosure of such Confidential Information.
7. **Status of Negotiations.** Without the prior written consent of the other party, neither party shall disclose to any other person the fact that the Confidential Information has been made available, that discussions or negotiations are taking or may take place concerning an investment by the Investor in the Company, or any of the terms, conditions, status or other matter concerning any such investment, except as may be required in order to comply with applicable law, including without limitation the Texas Open Meetings Act and the Texas Public Information Act, and except for disclosures made by Investor to its representatives (in writing, in meetings and otherwise), which shall be expressly permitted, subject to paragraph 2 above.
8. **General.**
  - a) This Agreement is neither intended to nor shall it be constructed as creating a joint venture, partnership or other form of business association between the parties, nor an obligation of any nature or to any extent to make or accept any investments by the Investor in the Company, nor an obligation to use or incorporate the Confidential Information, nor as creating an implied or express license grant from either party to the other.
  - b) The failure of either party to enforce any right resulting from breach of any provision of this Agreement by the other party shall not be deemed a waiver of such right or of any right relating to a subsequent breach of such provision or any other provision or of any other right hereunder.
  - c) This Agreement shall be governed by the internal laws of the State of Texas, as such laws are applied to transactions between parties in Texas to be performed entirely in Texas.
  - d) This Agreement and any notices executed from time to time hereafter which incorporate the terms of this Agreement set forth the parties' only obligations and constitute the parties' sole and entire agreement, written or oral, with respect to confidentiality and the Confidential Information. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective parties.
  - e) This Agreement becomes null and void and will not be in effect unless executed by the Investor and the Company no later than one week from the effective date of this Agreement.

INVESTOR:  
The Catalyst Group  
Two Riverway, Suite 1710  
Houston, Texas 77056

COMPANY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_