

Non-Disclosure Agreement

This Non-Disclosure Agreement ("**Agreement**") is made and entered into as of the last signature date below (the "**Effective Date**"), by and between **11:11 Systems, Inc.**, a Delaware corporation, and its affiliates (collectively referred to as "**11:11**") and the company named below (each a "**Party**" or collectively "**Parties**").

1. Disclosure. The Parties intend to engage in discussions concerning a potential business relationship (the "**Purpose**") and may disclose technical, financial and/or other information in written, electronic, or oral form (collectively "**Information**").

2. Confidential Information. "**Confidential Information**" means any non-public Information that is marked as confidential or with a similar legend that is disclosed by a Party ("**Discloser**") to the other Party ("**Recipient**"). The Discloser must identify any orally disclosed Confidential Information as such at the time of disclosure and confirm such in writing within ten (10) days following such disclosure or such information will not be deemed confidential. Notwithstanding contrary language in this Agreement, each Party's Confidential Information includes the following in any form and whether or not marked as confidential: pricing, sales, and supplier information.

3. Public Information. Notwithstanding contrary language in this Agreement, Confidential Information will not include any Information that: (a) is known to the Recipient prior to receipt from the Discloser; (b) is published or becomes available to others, without restriction and without Recipient's breach of this Agreement; (c) becomes available to the Recipient from others who are not known by the Recipient to be in breach of any obligation to hold such Information in confidence; or (d) is independently developed by the Recipient without any use of the Confidential Information of the Discloser.

4. Non-Disclosure Obligation. Recipient will (a) not disclose the Confidential Information except as permitted hereunder; (b) use the same degree of care to protect such Confidential Information as the Recipient uses to protect its own information of like importance (but in no event less than a reasonable degree of care); and (c) use Confidential Information only to further the Purpose. Recipient may disclose Confidential Information to its employees, consultants and agents (collectively "**Representative**") to whom disclosure is necessary for the Purpose if such Representative is bound by written obligations of confidentiality at least as protective as this Agreement. If any Representative discloses or uses Confidential Information other than as authorized in this Agreement, Recipient will be liable to Discloser to the same extent that Discloser would be liable had Recipient disclosed or used such Confidential Information. Recipient's disclosure of Confidential Information pursuant to law, rule or order will not be deemed to be a breach of this Agreement if Recipient (i) provides timely written notice of such to the Discloser, and (ii) reasonably cooperates with Discloser's efforts to contest or limit the scope of such.

5. No Additional Rights. The Recipient will not have any additional rights or obligations with respect to the Confidential Information. No license is granted, directly or indirectly, under any patent, copyright or other proprietary right of the Discloser. Neither Party is obligated to disclose Information to the other Party or to enter into any further agreements relating to the Purpose. Recipient will, upon written request of the Discloser, either return to Discloser all Confidential Information, including all copies thereof, or provide the Discloser with written confirmation that the requested Confidential Information has been destroyed. Notwithstanding contrary language in this Agreement, upon the termination or expiration of this Agreement, Recipient may retain: (a) one copy of the Confidential Information or portions thereof to the extent that it is legally obligated to do so; or (b) Confidential Information retained in Recipient's electronic disaster recovery backup system in accordance with its customary back-up and data retention practices on the condition that Recipient continues to be bound by its confidentiality obligations under this Agreement and will not use such Confidential Information for any purposes other than as permitted by this Agreement.

6. Disclaimer. ALL INFORMATION IS PROVIDED "AS IS". EACH PARTY HEREBY DISCLAIMS ALL

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WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY AND COMPLETENESS OF THE INFORMATION, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. DISCLOSER HAS NO LIABILITY FOR RECIPIENT'S USE OR RELIANCE ON THE INFORMATION.

7. Term. This Agreement will continue for three (3) years from the Effective Date, except that either Party may terminate this Agreement by providing the other Party thirty (30) days written notice of its intent to terminate. The confidentiality obligations under this Agreement survive such termination for a period of two (2) years from the termination or expiration date. Notwithstanding the foregoing, each Party's confidentiality obligations in regards to trade secrets shall survive until such time as all Confidential Information of the Disclosing Party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Receiving Party.

8. Other Provisions. This Agreement: (a) is governed by the laws of the State of Delaware; (b) sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof; (c) may not be amended or modified except by a written instrument signed by both Parties; (d) may not be assigned or delegated, without the consent of the other Party and inures to the benefit of the Parties' respective successors and permitted assigns; and (e) may be executed (including by electronic means) in counterparts. This Agreement will apply in lieu of and notwithstanding any specific legend or statement associated with any exchanged Information. Any dispute between the Parties arising out of this Agreement will be finally resolved by arbitration conducted by one arbitrator in New York, New York pursuant to the International Arbitration Rules of the American Arbitration Association applicable to commercial disputes. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction thereof. Each Party will bear its own costs and attorneys' fees, and will share equally in the fees and expenses of the arbitrator. The arbitration will be conducted in English. Each Party will comply with and will only export, transfer and use the Confidential Information in compliance with the applicable export control laws. Failure by a Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. No provision of this Agreement affects, limits or restricts either Party's right to engage in any business in any place and at any time. If any provision (or any part thereof) is unenforceable under or prohibited by any present or future law, then such provision (or part thereof) will be amended, and is hereby amended, so as to be in compliance with such law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from this Agreement. All notices under this Agreement must be in writing and will be deemed to have been delivered to and received by a Party, and will otherwise become effective, on the date of actual delivery thereof (by personal delivery, express delivery service or certified mail) to the Notice Address of such Party set forth below.

Company Name:	11:11 Systems, Inc. ("11:11")
By: _____	By: _____
Name: _____	Name: _____
Notice Address:	Notice Address: 1235 North Loop West, Suite 800 Houston, Texas 77008, U.S.A.
Attn:	Attn: Legal