

CONFIDENTIALITY AGREEMENT

_____, individually and doing business as _____, having an address of _____

(hereinafter "Disclosee") acknowledges and agrees that all information, including but not limited to trade secrets, business plans and financial information, transmitted to Disclosee by C. Douglas Hall (hereinafter "Discloser"), whose address is 3903 S Congress Ave #41053 Austin, TX 78704, relating to and regarding any projects, plans, strategies and projections of C. Douglas Hall (hereinafter "The Disclosure"), is considered to be proprietary and secret information of the Discloser.

The Disclosee agrees to take all reasonable precautions necessary to keep The Disclosure secret and confidential, which precautions shall be no less stringent than those that the Disclosee uses to protect its own confidential information.

The Disclosee shall not use The Disclosure for itself or for others, except for the Disclosee's evaluation and use in any capacity for which Disclosee was engaged by Discloser, and shall not disclose to others or sell to others the information contained in The Disclosure, in whole or in part, and shall take every reasonable precaution necessary to ensure that only its employees having a strict need to know have access to The Disclosure and their contents and that any such employee who participates in the Disclosee's evaluation, is notified of this agreement and agrees to be bound in like manner.

The above obligations shall not apply to information contained within all or any part of The Disclosure:

a. Which was already known to the Disclosee at time of receipt from the Discloser, provided that Disclosee shall promptly advise the Discloser of any part or all of the information contained in The Disclosure that was already known to the Disclosee and supply Discloser with all documentation to support the Disclosee's position;

b. Which, at the time of receipt from the Discloser, is already in the public domain, in a form readily known or readily ascertainable by the Disclosee;

c. Which hereafter becomes a part of the public domain through no fault of the Disclosee.

Dated: _____, 2015

by: _____

An executed facsimile shall have the same force and effect as an original.