

Brookwoods Group Confidentiality Agreement

Effective Date:

In order to protect certain Confidential Information, Brookwoods Group and the "Participant" identified below, agree that:

1. Disclosing Party:

("Discloser") is Brookwoods Group
(Note: Fill in "Brookwoods Group," "Participant," or "Both Parties.")

2. Representatives:

Each party's representative for coordinating disclosure or receipt of Confidential Information is:
Brookwoods Group: John Sweney
Participant: _____

3. Description of Confidential Information:

The Confidential Information disclosed under this Agreement is described as:
Brookwoods Group: client and business information
Participant: none

(Note: Be specific; for example, individually list materials provided. If necessary, attach additional sheets referencing this Agreement and signed by the parties.)

4. Restrictions:

- The party receiving Confidential Information ("Recipient") shall maintain the Confidential Information in confidence and disclose the Confidential Information only to its employees, subcontractors, and consultants that have a need to know such Confidential Information in order to fulfill the purpose described below provided that Recipient shall first have entered into a confidentiality agreement with such employees, subcontractors, and consultants that is substantially similar to this. Recipient shall make use of the Confidential Information for the following purposes (check all that apply):
- Evaluation in anticipation of a business relationship between the parties.
 - Developing a proposal for Discloser.
 - Furthering the business relationship between the parties.

5. Confidentiality Period:

6. Disclosure Period:

7. Standard of Care:

Recipient's obligations shall only extend to Confidential Information that is described in Paragraph 3, and that: (a) is marked as confidential at the time of disclosure; or, (b) is unmarked (e.g. orally disclosed) but treated as confidential at the time of disclosure, and is designated as confidential in a written memorandum sent to Recipient's representative with thirty (30) days of disclosure, summarizing the Confidential Information sufficiently for identification.

9. Exclusions: this Agreement imposes no obligation upon Recipient with respect to Confidential Information that: (a) was rightfully in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) is disclosed by Discloser to a third party; (e) is independently developed by Recipient; (f) must be disclosed under operation of law or regulation; or (g) is disclosed by Recipient with Discloser's prior written approval.

10. Warranty: Each Discloser warrants that it has the right to make the disclosures under this Agreement. **NO OTHER WARRANTIES, INCLUDING WARRANTIES AGAINST INFRINGEMENT, ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."**

11. Rights: Neither party acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the Purpose set forth in Paragraph 4. This Agreement shall not restrict reassignment of Recipient's employees.

12. Export Laws and Regulations: The parties agree to adhere to all applicable U.S. Export Laws and Regulation and that absent any required prior authorization from the Office of Export Licensing, U.S. Department of Commerce, they will not knowingly export or re-export (as defined in Part 779 of the Export Administration Regulations), directly or indirectly, through their affiliates, licensees, or subsidiaries, any of the Confidential Information (or any product, process, or service resulting directly therefrom) to any country restricted by U.S. law or governmental order.

13. Economic Espionage Act: The Confidential Information disclosed under this Agreement is subject to the provisions of the Economic Espionage Act of 1996.

14. Miscellaneous:

14a. This Agreement imposes no obligation on either party to purchase, transfer or otherwise dispose of any technology, services or products.

14b. This Agreement does not create any agency or partnership relationship. Each party is responsible for its own expenses incurred as a result of any discussions between the parties.

14c. This Agreement embodies the entire understanding between the parties pertaining to the subject matter hereof. Any additions or modifications to this Agreement must be made in writing and must be signed by both parties. Facsimile signatures are deemed equivalent to original signatures for purposes of this Agreement.

14d. This Agreement shall be construed according to the substantive laws of the State of Texas, U.S.A.

Brookwoods Group
1225 North Loop West #1111
Houston, TX 77008

By: _____
(Signature of Authorized Representative)

Name: John Sweney
Title: CEO

PARTICIPANT

Name: _____

Address: _____

By: _____

Please click to apply a secure digital signature OR print, sign by hand and scan. Return by fax to 832-200-8980 or e-mail to the Brookwoods Group sender or career.desk@brookwoods.com.