

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is dated as of \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between **Hicks Management & Consulting Group, Inc** (the "Disclosing Party") and \_\_\_\_\_ (individually, the "Interested Party").

1. Evaluation Material, Representatives. The Interested Party is considering a possible transaction with the Disclosing Party (the "Transaction"), and in order to assist the Interested Party in evaluating the Transaction, the Disclosing Party is prepared to make available to the Interested Party certain confidential, non-public or proprietary information concerning the business, operations and assets of the Disclosing Party (the "Evaluation Material"). As a condition to the Evaluation Material being furnished to the Interested Party and its advisors, attorneys, accountants, bankers and financial advisors (collectively, "Representatives"), the Interested Party agrees to treat the Evaluation Material in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions hereinafter set forth.

2. Non-Disclosure of Evaluation Material. The Interested Party and its Representatives shall use the Evaluation Material solely for the purpose of evaluating a possible Transaction between the Disclosing Party and the Interested Party. The Interested Party shall keep the Evaluation Material confidential and shall not disclose any of the Evaluation Material in any manner whatsoever; provided, however, that (i) the Interested Party may make any disclosure of information contained in the Evaluation Material to which the Disclosing Party gives its prior written consent, and (ii) any information contained in the Evaluation Material may be disclosed to the Interested Party's Representatives who need to know such information for the purpose of evaluating a possible Transaction with the Disclosing Party and who agree in writing

to keep such information confidential. The Interested Party shall be responsible for any breach of this Agreement by any of its Representatives.

3. Non-Disclosure of Existence of Negotiations. Without the prior written consent of the Disclosing Party, or unless required by law, neither the Interested Party nor its Representatives shall disclose to any other person that it has received the Evaluation Material. Without the prior written consent of the other party, none of the Disclosing Party, the Interested Party or their Representatives shall disclose to any person that discussions or negotiations are taking place between the parties concerning a possible Transaction, including the status of such discussions or negotiations. Additionally, and without limiting the foregoing, the parties shall not disclose to any third party that they are or have conducted any discussions, negotiations or other written or verbal agreements concerning any possible transaction between or among them.

4. Return of Evaluation Material. Promptly upon the written request of the Disclosing Party, the Interested Party will return all copies of the Evaluation Material to the Disclosing Party, and all notes, studies, reports, memoranda and other documents prepared by the Interested Party or its Representatives that contain or reflect the Evaluation Material shall be destroyed.

5. Subpoena or Court Order. In the event that the Interested Party or anyone to whom it discloses the Evaluation Material receives a request to disclose all or any part of the Evaluation Material under the terms of a subpoena or other order issued by a court of competent jurisdiction or by another governmental agency, the Interested Party shall (i) promptly notify the Disclosing Party of the existence, terms and circumstances surrounding such a request, (ii) consult with the Disclosing Party on the advisability of taking steps to resist or narrow such

request, (iii) if disclosure of such Evaluation Material is required, furnish only such portion of the Evaluation Material as the Interested Party is advised by counsel is legally required to be disclosed, and (iv) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be afforded to such portion of the Evaluation Material that is required to be disclosed.

6. Disclaimer of Warranty. Neither the Disclosing Party nor its Representatives has made or makes any representation or warranty as to the accuracy or completeness of the Evaluation Material. The Interested Party agrees that neither the Disclosing Party nor any party or representative acting at its direction or under its authority or control shall have any liability to the Interested Party or any of its Representatives resulting from the Interested Party's use of the Evaluation Material, except as may be expressly set forth in a definitive written agreement between the parties to this Agreement with respect to a Transaction, in accordance with the terms thereof.

7. Definitive Agreement. Unless and until a definitive written agreement between the Disclosing Party and the Interested Party with respect to a Transaction has been executed and delivered, neither the Disclosing Party nor the Interested Party will be under any legal obligation of any kind whatsoever with respect to such a Transaction by virtue of this or any other written or oral expression by either of them or their Representatives except, in the case of this Agreement, for the matters specifically agreed to herein.

8. Entire Agreement. This Agreement represents the entire understanding and agreement of the parties hereto with respect to the matters contained herein, and may be

modified or waived only by a separate writing executed by the Disclosing Party and the Interested Party expressly so modifying or waiving this Agreement.

9. No Waiver. No failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to the laws of conflict of laws.

IN WITNESS WHEREOF, THIS AGREEMENT is executed and delivered effective as of the date first written above.

DISCLOSING PARTY

  
\_\_\_\_\_  
Hicks Management & Consulting Group, Inc.

INTERESTED PARTY:

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