
NONCIRCUMVENT/CONFIDENTIALITY AGREEMENT

IN ORDER TO ALLOW THE UNDERSIGNED PROSPECTIVE CONFIDENTIAL INFORMATION RECIPIENT ("RECIPIENT", WHICH TERM SHALL INCLUDE ITS EMPLOYEES, OWNERS AFFILIATES, AGENTS AND ADVISORS) TO EVALUATE A POSSIBLE TRANSACTION WITH THE HEREIN BELOW DESCRIBED FURNISHING PARTY ("FURNISHING PARTY", WHICH TERM SHALL INCLUDE ITS AFFILIATES), RECIPIENT HAS REQUESTED INFORMATION (AS DEFINED BELOW) CONCERNING FURNISHING PARTY'S AFFAIRS. IN CONSIDERATION OF THE OPPORTUNITY TO EXPLORE A POSSIBLE TRANSACTION AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS ACKNOWLEDGED AND AGREED, SUCH INFORMATION MAY BE MADE AVAILABLE BY OR ON BEHALF OF FURNISHING PARTY ONLY ON THE TERMS AND CONDITIONS OF THIS MUTUAL NONCIRCUMVENT/CONFIDENTIALITY AGREEMENT ("AGREEMENT") BETWEEN RECIPIENT AND FURNISHING PARTY. THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

BASIC TERMS

1. **Information.** In this Agreement, "Information" means all confidential or proprietary information provided to Recipient by or through Furnishing Party with respect to Furnishing Party, including information provided to Recipient's agents or advisors and information provided through Furnishing Party's affiliates, directors, officers, partners, members, employees, agents, advisors, owners, shareholders and trustees, whether provided directly, indirectly, orally, electronically, in writing or by any other means, and whether or not protectable under intellectual property rights. Information shall include without limitation the following: (a) accounts and financial information, (b) technical information, (c) operating statistics, (d) production, research, development and marketing records, (e) business plans, forecasts, analyses, summaries and studies, (f) contracts and agreements, (g) personnel and shareholder data, (h) information relating directly or indirectly to other activities of Furnishing Party, (i) all other information to the extent to which such commercial, technical or other information relates to all or part of the actual past or proposed business affairs and activities of Furnishing Party, whether or not provided before or after the date hereof, (j) the fact that such information has been delivered to Recipient and that a possible transaction is under consideration by Recipient, (k) the terms, conditions, status or other facts with respect to any possible transaction, and (l) the names, addresses, and phone numbers of any investors, accredited or not, high net individual or institution, bank or stockbroker, who are introduced the Recipient through Furnishing Party or any other source introduced by Furnishing Party.
2. **Permitted Use.** The Information shall be kept strictly confidential by Recipient, provided, however, that (a) such of the Information may be disclosed to Recipient's directors, officers, partners, employees, agents and advisors who need to know such part of the Information for the purpose of evaluating a possible transaction on behalf of or with Furnishing Party (it being understood that Recipient shall inform such owners, trustees, directors, officers, partners, employees, agents and advisors of the confidential nature of such Information, and Recipient shall direct them all to treat such information confidentially), (b) such of the Information may be disclosed as is required, in the opinion of Recipient's legal counsel, to make such disclosure as a result of securities law or other legal requirements, court order, subpoena or similar legal duress (provided that Recipient gives Furnishing Party prompt written notice upon receipt of any such opinion, court order or subpoena, and a reasonable opportunity prior to disclosure to seek a protective order) and (c) any other disclosure of such Information may be made to which Furnishing Party expressly consents orally or in writing.
3. **Exceptions.** The foregoing notwithstanding, the obligations set out herein shall not extend to such of the Information as can be proved by Recipient to be (a) generally available to the public other than as a result of any fault of or disclosure by Recipient or its agents or advisors, (b) already known to or developed by Recipient, as evidenced by prior documentation thereof or (c) obtained lawfully by Recipient from a third party (other than Furnishing Party or Recipient's agents or advisors) that is not known to Recipient (without investigation) to be bound by an obligation of confidentiality with respect to the Information.

4. **Standard Terms.** THE STANDARD TERMS ATTACHED HERETO SET FORTH OTHER IMPORTANT PROVISIONS OF THIS AGREEMENT. SUCH STANDARD TERMS AND ANY RIDERS, EXHIBITS, SCHEDULES OR ADDENDA HERETO ARE INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE.

5. **Parties.** The following are the parties to this Agreement, either of whom can be a Recipient or a Furnishing Party or both, depending on who is providing information to the other:

Name:	Aidan Capital Management, Inc., a Delaware corporation
Street:	Attn: Charles R. Shirley, J.D. 9595 Six Pines Drive, Suite 8210
City, State, Zip:	The Woodlands [Montgomery County], Texas 77380
Country:	USA
Phone: ()	Phone: (832) 225-1372
Fax: ()	Fax: (832) 201-0892
E-mail:	E-mail: charles@aidancapital.com
Website:	Web site: http://www.aidancapital.com

6. **Effective Date and Term.** The "Effective Date" of this Agreement is the date this Agreement is fully signed by both parties. The "Term" of this Agreement as to Information furnished hereunder shall extend for five (5) years following the date on which such Information is furnished to Recipient.

BY EXECUTING THIS AGREEMENT BELOW, THE PARTIES INDICATE THAT THEY HAVE READ AND UNDERSTOOD ALL TERMS AND CONDITIONS HEREOF AND AGREE TO BE BOUND LEGALLY BY THEM, ALL AS OF THE EFFECTIVE DATE.

Company:	Aidan Capital Management Inc.
City:	The Woodlands, Texas

By: _____	By: _____
Print Name:	Print Name: Charles R. Shirley, J.D.
Print Title:	Print Title: Chairman & CEO
Date:	Date:

CONFIDENTIALITY AGREEMENT STANDARD TERMS

1. Noncircumvention. Except as may be permitted by Furnishing Party, Recipient agrees not to directly or indirectly (a) circumvent the Furnishing Party and contact any customer, supplier, lender, investor or owner of Furnishing Party or (b) discuss the business of Furnishing Party or the Information with any customer, supplier, lender, investor employee or owner of Furnishing Party for the purpose of engaging in a business transaction without compensating the other Party or breaching this Agreement.

2. Disposition. In the event that Recipient and/or Furnishing Party determine not to continue to evaluate a possible transaction on behalf of Furnishing Party, promptly upon written demand by Furnishing Party, Recipient shall return the Information to Furnishing Party except as may be contrary to FINRA regulations concerning retention of Due Diligence material.

3. Disclaimers. Except only as expressly set forth in any representations or warranties made to Recipient by Furnishing Party in any final written agreement regarding the possible transaction (when, as and if it is executed) and subject to such limitations and restrictions as may be specified in such final written agreement, Recipient acknowledges and agrees that (a) none of Furnishing Party or any of their respective owners, trustees, shareholders, partners, directors, officers, employees, agents or advisors makes (or shall be deemed to have the authority to make) any express or implied representation or warranty as to the accuracy or completeness of the Information, (b) Recipient is not entitled to rely on the accuracy or completeness of the Information and that Recipient will be entitled to rely solely on Recipient's own investigations, and (c) prior to entering into any transaction with Furnishing Party, Recipient shall conduct its own due diligence investigation of Furnishing Party as it deems necessary and prudent.

4. Representations. Recipient represents and agrees that (a) the Information shall not be used by Recipient in violation of any applicable laws, rules or regulations, (b) Recipient assumes full responsibility for all conclusions Recipient derives from the Information and (c) none of Furnishing Party or any of its respective owners, trustees, shareholders, partners, directors, officers, employees, agents or advisors shall have any responsibility or liability whatsoever with respect to such conclusions. The parties represent to one another and agree that (a) if the possible transaction or venture under consideration involves securities, as applicable to respective residents, (i) the representing party is a sophisticated, accredited investor under United States federal, specifically Rule 501 of Regulation D, and state securities laws, rules and regulations, (ii) the representing party is a person to whom the provisions of the United Kingdom Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended, applies; and/or (iii) the representing party is otherwise fully qualified to review, consider and perform such a transaction or venture; (b) the Information shall not be used in violation of any applicable laws, rules or regulations, and (c) each party assumes full responsibility for all conclusions it derives from the Information.

- The U.S. federal securities laws define the term accredited investor in Rule 501 of Regulation D:
<http://www.gpo.gov/fdsys/granule/CFR-2011-title17-vol2/CFR-2011-title17-vol2-sec230-501>

5. Party Rights. It is expressly recognized that this Agreement is entered into for the benefit of and at the request of Furnishing Party. It is agreed that Furnishing Party shall be entitled to enforce this Agreement and/or seek restitution for its breach. The Parties agree to resort to arbitration, under the rules of the American Arbitration Association and conducted by an arbitrator that has been trained by the American Arbitration Association.

6. Other Matters. The term "Affiliate" herein means any one or more persons or entities directly or indirectly now or hereafter controlled by or under common control with the Recipient or Furnishing Party, as applicable. The terms of noncircumvent/confidentiality apply to both the individual and the corporation alike. Nothing in this Agreement shall impose any obligation (a) upon Recipient to complete the possible transaction, (b) upon Furnishing Party to deal with Recipient or (c) upon either party to enter into any discussions or negotiations or to provide any Information with respect thereto. Any attempted assignment of rights or benefits by Recipient without Furnishing Party's prior express written consent shall be null and void, provided, however that Recipient may assign all of its rights and delegate all of its duties under this Agreement to any successor entity to which all or substantially all of the assets of Recipient are transferred, whether by merger, successive mergers, sale or otherwise. This Agreement will be binding upon and inure to the benefit of the parties and their heirs, trustees, personal representatives, successors and assigns. The understandings contained in this Agreement constitute the entire agreement between Furnishing Party and Recipient concerning the subject matter hereof. No modification or waiver of the terms and conditions hereof shall be binding upon Furnishing Party or Recipient unless approved in writing by each of them. Any person signing this Agreement represents that he or she has been fully and duly authorized to do so by the applicable party. This Agreement may be executed in counterparts and by receipted facsimile. Paragraph headings are for convenience only and do not define or delimit the terms hereof. All provisions hereof are severable. Any notice sent hereunder shall be in writing and sent by certified or registered mail (return receipt requested) postage prepaid or via internationally-recognized overnight courier with courier fees prepaid and addressed to the party to be noticed at the applicable address set forth herein. Notice sent via certified or registered mail is deemed received as of the earlier of (a) actual receipt, (b) refusal, (c) return or (d) two (2) days following deposit in the U.S. mail, properly addressed with postage affixed. Notice sent via courier is deemed received one (1) business day (or two (2) business days, if international delivery is required) following deposit with said overnight courier. The term "business day" means a day on which said overnight courier is open for business within the country to which the delivery is to be made. A copy shall accompany all notices to **Aidan Capital Management Inc. C/O Mr. Juan A. Mayet, Jr., Esq., 608 Girard Street. N.E., Washington, DC 20017 USA**. The laws of the State of Texas and of the United States shall govern this Agreement without reference to conflicts of laws principles or principles of comity and equal jurisdiction for arbitration will apply to Montgomery County, Texas.