

CONFIDENTIALITY AGREEMENT

This Agreement is made as of the ____ of _____, 2009 between Retail Solutions, Ltd., (“RSL”) and _____ (“_____”)

1. In connection with discussions between RSL and _____ regarding a potential business arrangement between them, RSL and _____ will likely provide to each other, or they may otherwise become exposed to, trade secrets and other confidential information of the other. RSL and _____ agree to disclose such information to the other subject to the terms and conditions of this Agreement.
2. All information disclosed by or on behalf of either party (a “disclosing party”) to the other hereunder shall be deemed confidential and proprietary and shall be referred to as, “Confidential Information” except to the extent it (A) was already known by the party receiving the information (a “receiving party”) prior to disclosure hereunder through a source other than the disclosing party; (B) is or becomes part of the public domain, except by breach of this Agreement; or (C) is disclosed to the receiving party on a non-confidential basis by a third party having the right to do so.
3. Each party agrees that (A) it will hold the Confidential Information of the other in confidence and will not copy or disclose any portion thereof to any third party without the prior written consent of the disclosing party, except as required by law or regulation, provided that prior to making any such legally required disclosure, it shall give the disclosing party as much prior notice as is practicable under the circumstances; (B) it will not make any use whatever of any portion of the Confidential Information of the other except in furtherance of the discussions referenced above; (C) it will limit the dissemination of the Confidential Information of the other to those persons within its organization who have a need to know such information for the performance of their duties hereunder and who have agreed to like terms of confidentiality; and (D) it will, at any time upon the disclosing party’s request, immediately return to the disclosing party or destroy, as the disclosing party may direct, all tangible records within its possession, custody or control containing or reflecting any portion of the Confidential Information of the other.
4. Each party agrees that it will not disclose to any third party the fact that discussions or negotiations are taking place concerning a possible business arrangement between the parties or the terms, conditions or other facts with respect to any such possible business arrangement, including the status thereof, except as required by law or regulation, provided that prior to making any such legally required disclosure, it shall give the disclosing party as much prior notice as is practicable under the circumstances.

5. This Agreement shall not be assigned by either party without the prior written consent of the other.
6. Neither party makes any representation, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed by it. Neither RSI nor _____ shall be obliged by reason of this Agreement to enter into any other agreement.
7. The parties hereto acknowledge that any violation of this Agreement by either party will constitute immediate and irreparable damage to the other and the value of such damage is not subject to precise calculation. Therefore, in the event of any breach or threatened breach of this Agreement by either party, the other party shall be entitled to preliminary and permanent injunctive relief, and such other remedies at law or in equity as it may elect to pursue and may pursue any or all of such remedies at any time and from time to time, cumulatively and concurrently, and its failure to pursue any remedy at any time shall not constitute a waiver of its right to exercise such right at any other time.
8. Each party agrees that any Confidential Information disclosed by the other relating to the subject matter hereof, prior to the date hereof, shall be subject to this Agreement.
9. All obligations under this Agreement shall terminate three years from the date first set forth above.
10. The Agreement shall be governed by the laws of the State of Texas, without giving effect to the conflicts of laws provisions thereof.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have executed this Agreement.

Retail Solutions, Ltd.,

By: _____

Title: _____

_____.

By: _____

Title: _____