

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "*Agreement*"), effective as of the date of the last signature hereto, is made by and among Brightop, Inc. ("Brightop"), a Texas corporation in Houston, Texas, USA, and _____ ("Customer"), in
(Customer's Name)

_____, _____, USA.
(City) (State)

Recitals

A. Brightop and Customer wish to discuss the possibility of entering into a business transaction (a "*Transaction*").

B. In the course of their dealings with each other, Brightop and Customer may furnish each other with "Confidential Information" as defined in Paragraph 1 below, and do not wish to make such Confidential Information public or common knowledge or have it disclosed to any third party or used for any purpose other than as described in this Agreement.

Agreements

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Confidential Information. For purposes of this Agreement, the term "*Confidential Information*" shall mean:

- (a) The fact that the parties may engage in the future, are engaged, or have engaged in the past, in discussions regarding a possible Transaction;
- (b) Any information, technology, engineering, concept, idea, know-how, process, technique, program, design, formula, business plan, work product or work-in-process;
- (c) Any technical, financial, production or sales information;
- (d) Any information regarding suppliers, customers, employees, investors or other funding sources, prospective acquisitions or investments, business opportunities, or business operations, and any information regarding any such person, entity, opportunity or operation; or
- (e) Any other information or materials, whether written, graphic, or in any other form, whether disclosed orally, electronically or otherwise;

that, in any such case, is learned or disclosed in the course of discussions, studies or other work undertaken between the parties.

2. Undertaking. Except as required by law or as otherwise agreed to in writing by the party disclosing Confidential Information, a party receiving Confidential Information agrees:

(a) To keep, and to cause his or its affiliates to keep, all Confidential Information of the other party strictly confidential and not to disclose or reveal any such Confidential Information to any person other than its Representatives (as defined below) who need to know the Confidential Information for the purpose of evaluating, entering into, or performing obligations pursuant to a Transaction as contemplated by this Agreement;

(b) Not to use, and not to allow his or its affiliates or Representatives to use, Confidential Information for any purpose other than to evaluate, enter into, or perform his or its obligations pursuant to a Transaction (it being expressly understood that the purposes for which a party receiving Confidential Information may not use that Confidential Information shall include, without limitation, gaining any competitive advantage over the other party, *e.g.*, by disclosing Confidential Information to competitors, customers or suppliers of the other party); and

(c) Not to disclose, and not to allow his or its affiliates to disclose, to any person, other than those of his or its Representatives who need to know for the purpose of evaluating, entering into or performing their obligations pursuant to a Transaction, any information about a Transaction or the terms or conditions or any other facts relating thereto, including, without limitation, the fact that Confidential Information has been made available to it or its Representatives.

A "*Representative*" of a person shall mean such person's affiliate that receives Confidential Information and the person's and its affiliate's respective directors, officers, employees, agents, vendors, sub-contractors, advisors (including financial advisors, counsel and accountants) and controlling persons. A "*person*" means any individual, corporation, company, partnership or other entity. The receiving party will be responsible for any breach of the terms of this Agreement by it or its affiliates or Representatives.

3. Return of Confidential Information. Upon the request of the other party, or upon termination of the discussions pursuant to this Agreement, each party shall promptly deliver to the requesting party any and all documents, notes or other physical embodiments of or reflecting the Confidential Information (including any copies thereof) of the requesting party that are in the receiving party's possession or control.

4. Excluded Information. The parties agree that the covenant contained herein not to disclose Confidential Information shall not apply to any information to the extent the information:

(a) Is, or at any time becomes, available to the public, other than through the wrongful act or omission of the receiving party;

(b) Is independently discovered or developed by employees, agents or contractors of the receiving party who have had no access to the Confidential Information; or

(c) Is rightfully obtained from a third party without any obligation of confidentiality.

Each party agrees that if, during the course of disclosure of Confidential Information by the other party, it becomes apparent that the Confidential Information being disclosed has been

independently discovered or developed by the recipient or would otherwise be excluded pursuant to this Section 4, it shall immediately notify the disclosing party.

5. Intent. It is the intent of the parties that all contracts, introductions, information and disclosures made by one party to the other, and all benefits flowing therefrom, either directly or indirectly, remain the exclusive property of the disclosing party for a period of three years from the date of this Agreement, except as otherwise agreed by the disclosing party. Each party therefore agrees to adhere to and maintain the strictest of confidentiality and non-circumvention, by such party's actions and the actions of such party's affiliates and Representatives. A party receiving Confidential Information shall be responsible under this Agreement for the actions of such party's affiliates and Representatives to the same extent such party is responsible for his or its own actions.

6. Court Ordered Disclosure. No party shall be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized governmental agency. Should either party receive any such request as to Confidential Information of the other party, it shall immediately notify the other party and shall cooperate as reasonably requested by the other party in limiting or controlling such disclosure, except to the extent prohibited by valid order of a court or authorized governmental agency.

7. No Commitment. This Agreement does not bind the parties to enter into a Transaction or business relationship of any nature with each other. Unless specifically agreed in writing and signed by both parties, neither party shall have any liability to the other except for breach of this Agreement.

8. Remedies. If there is a breach of this Agreement by either party, the other party shall have all remedies available at law or in equity, including, but not limited to, appropriate injunctive relief as may be granted by a court of competent jurisdiction.

9. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter addressed herein. This Agreement may not be amended or modified except in writing signed by each of the parties.

10. Governing Law. This agreement shall be construed for all purposes in accordance with the laws of the state of Texas, exclusive of conflict of laws provisions of such state.

[Signature page to follow.]

This Agreement has been duly executed by the parties as of the date set forth above.

BRIGHTOP, INC.
1400 BROADFIELD, SUITE 200
HOUSTON, TX 77084
TEL: 281-994-7868
FAX: 972-767-1875
EMAIL: INFO@BRIGHTOPINC.COM

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

CUSTOMER'S NAME: _____
STREET ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
TEL: _____
FAX: _____
EMAIL: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____