

Non-Disclosure Agreement

_____, (the "Producing Party") and David M. Jones, OWI-Consulting (the "Recipient"), agree:

The Producing Party may from time to time disclose to Recipient certain information the Producing Party deems confidential or trade secrets generally regarding

Recipient agrees that it shall not disclose the information so conveyed, unless in conformity with this agreement. Recipient shall limit disclosure to the officers, employees, and contractors of Recipient with a reasonable "need to know" the information, and shall protect the same from disclosure with reasonable diligence.

As to all information which the Producing Party claims is confidential, the Producing Party shall reduce the same to writing prior to disclosure and shall conspicuously mark the same as "confidential," "not to be disclosed" or with other clear indication of its status. If the information which the Producing Party is disclosing is not in written form, for example, a machine or device, the Producing Party shall prior to or at the same time that the disclosure is made provide written notice of the confidentiality claimed by the Producing Party. Recipient agrees upon reasonable notice to return the confidential tangible material provided to it by the Producing Party upon reasonable request.

The obligation of non-disclosure shall terminate when or if any of the following occurs:

- (a) The confidential information becomes known to the public without the fault of Recipient, or;
- (b) The information is disclosed publicly by the Producing Party, or;
- (c) A period of 60 months passes from the disclosure by the Producing Party to Recipient, or;
- (d) The information loses its status as confidential through no fault of Recipient, or;
- (e) Recipient is compelled by court order, other legal process, or in the defense of a legal claim to disclose such confidential information and has provided reasonable notice to the Producing Party of Recipient's receipt of such court order or other legal process.

In any event, the obligation of non-disclosure shall not apply to information which was known to Recipient prior to the execution of this agreement.

Signature of Producing Party

Dated

Name of Producing Party

Signature of Recipient
David M. Jones

Dated

Name of Recipient