

## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into the 1<sup>st</sup> day of February 2002 by and between Cavok International, Inc., a Texas Corporation, whose address is 125 Bear Creek Parkway, Suite 201, Keller, Texas 76248 ("CAVOK"), and Matt Klein, an Independent Contractor, whose address is 675 Bellevue Apt #508, Bend, OR 97701 ("CONTRACTOR") with respect to a joint business venture.

### RECITALS

WHEREAS, CAVOK and CONTRACTOR are planning to exchange of certain confidential information in connection with work to be performed by CONTRACTOR on behalf of CAVOK in which information crucial to the practice of CAVOK's business will be disclosed.

WHEREAS, the parties plan to meet from time to time for discussions, during which each may disclose or reveal to the other confidential information as to their respective businesses that would be helpful in the conclusion of such an arrangement or agreement.

WHEREAS, as a condition of such disclosure, CAVOK and CONTRACTOR are willing to acknowledge the proprietary nature of and to keep confidential the confidential information of the other party.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and obligations set forth below, CAVOK and CONTRACTOR do hereby agree as follows:

1. Disclosed Information. All financial data, plans, forecasts, supplier lists, methods, practices, procedures, patterns, devices, machines, appliances, products, techniques, innovations, market intelligence, concepts, fixed assets, real estate documents, customer information, strategies, agreements or other information which is not generally known to the public or recognized as a standard practice in the industry (collectively the "Proprietary Information") which one party (the "Disclosing Party") may, at its sole discretion, disclose in to the other party (the "Recipient") or its representatives information and/or material which shall be considered information subject to this Agreement and shall be treated as Proprietary.

2. Confidentiality. The Recipient agrees to treat all Proprietary Information that may be furnished by the Disclosing Party or by its officers, directors, employees or agents as confidential, and will preserve in strict confidence all such Proprietary Information.

3. Disclosure and Use of Proprietary Information. Recipient agrees to use such proprietary Information solely for the purpose of accomplishing that work contracted between CAVOK and CONTRACTOR and to provide such Proprietary Information only to those directors, officers, employees or agents or advisors to Recipient who must necessarily have such information to render such evaluation and determination.

(i) Recipient agrees to apprise each individual who receives any such Proprietary Information of the terms of this agreement. Recipient further agrees not to make such Proprietary Information available to any other person or group for any other purpose; provided, however, if Recipient becomes legally compelled to disclose any of the Proprietary Information, Recipient will provide Disclosing Party with prompt notice of the existence, terms and circumstances surrounding such a request so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

(ii) In the event that such protective order or other remedy is not obtained, or that Disclosing Party waives compliance with the provisions of this Agreement in a particular instance, Recipient will furnish only that portion of the Proprietary Information that it is advised by opinion of Recipient's counsel is legally required to be furnished and will exercise its good faith effort to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Proprietary Information so furnished.

4. Return of Information. Recipient agrees that any Proprietary Information revealed to it under this Agreement, any copies thereof, or any notes, extracts or analysis which are based upon such information, will, at the request of Disclosing Party, be destroyed or delivered to Disclosing Party promptly upon such request. Recipient shall not retain any copies, extracts or other reproductions in the whole or in part of the Proprietary Information.

5. Limitations. Recipient's obligations with respect to confidentiality and disclosure set forth Sections 2 and 3 above shall not apply to Proprietary Information which:

(i) is already in Recipient's possession prior to the effective date of this agreement, provided that such information is not subject to another confidentiality agreement with or other obligation of secrecy to Disclosing Party or another person or entity: or

(ii) becomes generally available to the public other than as a result of a wrongful disclosure by Recipient or its directors, officers, employees, agents, or advisors: or

6. Injunction. Recipient agrees that it may be difficult to measure damage to Disclosing Party from any breach by Recipient or by its representatives of the promises set forth herein and that, in addition to all other remedies, Disclosing Party shall be entitled to specific performance and injunctive relief or such other appropriate orders to restrain as a remedy for any such breach.

7. Property Rights. Nothing in this Agreement shall be construed as granting or conferring any rights by Disclosing Party or otherwise in any Proprietary Information. All such Proprietary Information shall at all times remain the exclusive property of Disclosing Party.

8. Term. This Agreement shall be in effect for a period of one (1) year; however, all obligations under this Agreement shall survive the termination of this Agreement for a period of ten (10) years after the date of first disclosure of such information.

9. No Transaction Commitment. The parties agree that unless and until a definitive agreement between the parties hereto with respect to any possible transaction referred to in the recitals of this Agreement has been executed and delivered, neither party hereto will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this or any written or oral expression with respect to such a transaction by any of its directors, officers, employees, agents, advisors or representatives thereof, except in the case of this Agreement, for the matters specifically agreed to herein.

10. Limitations. The parties hereto understand and agree that each reserves the right in its sole discretion to restrict information to the other party, to reject any and all proposals, or to modify or terminate the Business Venture review process.

11. Subject Matter: Modification. This is the sole agreement between the parties with respect to the subject matter hereof and all prior communications and correspondence, written and verbal dealing with the subject matter hereof, are hereby revoked and superseded. Any modification or waiver hereunder must be in writing signed by both parties. The invalidity of any provision shall not affect any remaining provisions.

12. Interpretation. This Agreement is for the benefit of the parties and will be governed by and construed in accordance with the laws of the State of Texas.

Any and all proceedings relating to the subject matter hereof shall be maintained in the courts of the State of Texas, City and County of Dallas, or the Federal District Courts sitting in Dallas, which courts shall have exclusive jurisdiction for such purpose.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned duly authorized representatives as of the day and year first written above.

Cavok International, Inc.

Matt Klein

\_\_\_\_\_  
by (Signature)

\_\_\_\_\_  
by (Signature)

\_\_\_\_\_  
by (Printed Name)

\_\_\_\_\_  
by (Printed Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title