

Mutual Non-Disclosure Agreement for access to confidential and intellectual property information.

This Mutual Non-Disclosure Agreement is made as of today:

Today's Date *

between Gary Meyer, Managing Director, Orient Point Consulting LLC, 1377 Wilkes Way, SE, Rio Rancho, New Mexico 87124 US, hereafter referred to as "Gary Meyer", and

Name *First

Last

Title *

Business / Organization *

Located At Address Line 1

Address Line 2

City

State / Province / Region

Postal Code

Country

hereafter referred to as "prospective buyer".

WHERE AS, Gary Meyer and prospective buyer may have discussions regarding the purchase of the following management consulting properties and inventions owned by Gary Meyer, including but not limited to:

Methodologies:

- AIM – Activity Information Modeling
- Force Five modeling and analysis
- Hyper-Performer
- Other methods and procedures that are unique and directly related to activity information modeling.

Technologies:

- AIM Sampler (the data collection application)
- All server technology designs, database technology designs, technology application designs, and data reporting designs that are directly related to and/or integral to supporting activity information modeling.

Entities:

- Orient Point Consulting LLC, a Florida corporation
- Orient Point Consultants LLC, a New Mexico corporation.

WHEREAS, in connection with such discussions, the parties will receive or have access to certain confidential information, proprietary, information, and intellectual property of the other party, and each party would be unwilling to continue with discussions without the other party entering into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and in order to induce the parties to continue further discussions, the parties agree as follows:

1. Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean information in any and all forms (including without limitation products, prices, orders, marketing materials, comparative analyses, specifications, business plans, financial information, trade secrets, knowhow, designs, methodologies, processes, technology, intellectual property, records, computer software, marketing strategies,

Mutual Non-Disclosure Agreement for access to confidential and intellectual property information.

forecasts, budgets, customers, employees, requirements, materials, documents, and other information) relating to the business of either party or its products or services. Notwithstanding the foregoing, "Confidential Information" shall not include information which can be proven to be (i) generally known to the public through no action or inaction by or on behalf of the receiving party; (ii) rightfully in the possession of the receiving party prior to disclosure by the disclosing party.

The parties acknowledge and agree that, In connection with the discussions between the parties, each party will have access to the other party's Confidential Information, and that the unauthorized disclosure or use by a party of the other party's Confidential Information would damage the business and financial condition of the other party. As a material inducement to both companies to hold further discussions and to allow the other party to receive and/or have access to the Confidential Information, Gary Meyer and prospective buyer each agree that they shall not, directly or indirectly, (i) use any of the other party's Confidential Information for any purpose other than to the extent necessary for purposes of discussions between the parties hereto and analyzing a possible business relationship between the parties hereto; (ii) divulge, communicate, or disclose to a third party any Confidential Information for any purpose; or (iii) claim any right, title, license or interest to any of the other party's Confidential Information.

In addition, each party agrees that it shall restrict the use and disclosure of Confidential Information within its organization to only those of its directors, officers, and employees who require knowledge thereof to perform the discussions and analyze a possible business relationship between the parties, and who agree to be bound to the obligations of this Agreement to the same extent as if they were parties hereto. Each party agrees that any breach of this Agreement by any of its directors, officers, and employees shall constitute a breach of this Agreement by such party.

Notwithstanding the foregoing restrictions on disclosure of Confidential Information, a party may disclose Confidential Information to the extent such disclosure is required by law, provided that the party required to disclose the information shall give the other party written notice of any request for such information at least ten (10) days (or, if less, as many days as are available) prior to the required disclosure of such information, and shall cooperate with the other party to the extent requested to challenge the request or limit the scope thereof.

Promptly, but in no event more than ten (10) days after the termination of discussions between the parties or after the request of the disclosing party, each party shall return, or destroy and delete, in whatever form, all Confidential Information of the other party, including without limitation, all copies and reproductions, exhibits, samples, presentations, compilations, summaries, and all other material, regardless of media, containing confidential information.

2. Term. This Agreement shall become effective as of the date first written above. All obligations hereunder, including without limitation any and all obligations relating to use and disclosure of Confidential Information, shall continue without end or until the parties complete a purchase transaction.

Mutual Non-Disclosure Agreement for access to confidential and intellectual property information.

3. Reasonableness of Restriction; Severability. Each party has carefully read and considered the provisions of this Agreement and each of the subsections thereof and, having done so, expressly agrees and acknowledges that the covenants and agreements set forth herein are based upon valuable and sufficient consideration, the receipt of which as of the date of this Agreement is hereby acknowledged; that such covenants and agreements are fair and reasonable in all respects and are reasonably required and necessary for the protection of the legitimate business and competitive interests of each party; and that each of the covenants and agreements contained in this Agreement and each of the subsections thereof is separately and independently given, and each such covenant and agreement is intended to be enforceable separately and independently of the other such covenants and agreements, including, without limitation of remedy, enforcement by injunction or other equitable relief. If any part or provision of this Agreement shall be invalid, illegal, or unenforceable for any reason, the remaining provisions hereof shall remain effective and enforceable to the maximum extent permitted by law.

4. Choice of Law. This Agreement, and all disputes and controversies thereto, shall in all respects be governed by and construed according to the laws of the State of New Mexico, excepting its conflict of law provisions.

5. Jurisdiction and Venue. Any suit or proceeding arising out of or relating to this Agreement may be instituted and maintained in the state courts of New Mexico, located in Sandoval County, or the federal district court for the state of New Mexico. The parties hereby irrevocably consent to jurisdiction and venue in such courts, and the parties waive objection to the jurisdiction and venue being in such courts.

6. Binding Effect; Amendment; Waiver. Nothing in this Agreement shall obligate either party to enter into a final agreement or commercial relationship as may be discussed pursuant to this Agreement, and either party may terminate discussions at any time; provided, however, that the termination of discussions shall not terminate the obligations set forth herein. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, heirs, and assigns; provided that neither party may assign, in whole or part, this Agreement or its rights or obligations hereunder. This Agreement may not be altered, modified, or amended, in whole or in part, except in writing signed by Gary Meyer and prospective buyer. Waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

7, Scope. Gary Meyer and the prospective buyer agree and warrant that they are binding themselves, the employees of their respective companies, and any and all other individuals including temporary employees, consultants, contractors, etc. who may come into possession of confidential information.

8. Entire Agreement. This Agreement reflects the complete understanding of the parties and constitutes the entire agreement regarding the subject matter herein, superseding all prior negotiations, representations, agreements, understandings, and statements regarding the subject matter herein.

Mutual Non-Disclosure Agreement for access to confidential and intellectual property information.

IN WITNESS WHEREOF the undersigned have executed this agreement.

Gary Meyer

A handwritten signature in black ink that reads "Gary Meyer". The signature is written in a cursive style with a large, sweeping initial "G" and "M".

**Orient Point Consulting LLC
Managing Director
gary.meyer@orientpoint.com
631-949-2300**

**Printed Name *
Prospective Buyer
Signature**

**Company *
Title *
Email *
Phone ***