

## Non-Disclosure Agreement

The undersigned acknowledges that Unityware ("Unityware") may disclose certain confidential information (as defined below) to me and that this information is vital to the successful operation of Unityware's business. I hereby agree always to regard and preserve as confidential, and never, to use for my own benefit confidential information that has been or may be disclosed to me by Unityware, whether disclosed verbally or in written form or other.

For the purposes of this agreement, "confidential information" shall mean all information related to Unityware including, but not limited to, trade secrets, software, programming techniques, business plans, customer lists and information. Confidential information does not include information that enters the public domain through lawful means.

I agree on behalf of myself and my company that all of the confidential information will be kept secret and confidential. It will not be disclosed to any person except our officers and employees on a "need to know" basis in furtherance of our evaluation of the proposed investment and then only after such officers and employees have countersigned a copy of this letter. No other person or entity shall have access to or be given any such confidential information without Unityware's prior written approval, except as otherwise provided below:

(a) I will not, directly or indirectly communicate, negotiate with, invest in or broker any transaction with respect to any of the Unityware project except through Unityware or its representatives. This is a material breach of this agreement and Unityware shall be entitled to an equitable relief for same.

(b) any confidential information obtained by me or my Representatives will be used only for evaluation of any investment in Unityware and for no other purpose. I shall, and shall obligate all of my Representatives that have access to any portion of the confidential information to, protect the confidential nature of such information, and will take all precautions and safeguards necessary to protect the confidential information from being disclosed except as permitted herein.

(c) nothing herein shall be construed as giving me any right, title or ownership of any confidential information.

(d) Unityware shall not be liable for any use or misuse of any information covered by this Agreement. In no event shall Unityware be liable for any damages, including direct, indirect, incidental or consequential arising from or in any way connected with this Agreement.

(e) This Agreement: (i) shall be binding on and inure to the benefit of the parties hereto and their respective successors, representatives and assigns; (ii) shall be governed by and construed in accordance with the laws of the state of Florida; (iii) may not be modified or amended except by a writing signed by each party hereto; and (iv) supersedes any prior understanding or agreement between the parties to the extent of the subject matter hereof.

(f) Any and all disputes, controversies and claims arising out of or related to this agreement or with respect to the construction and interpretation thereof, or concerning the rights of either of the parties hereto, or the respective obligations of one party to the other hereto, shall be settled by arbitration in accordance with and pursuant to the then existing rules of the American Arbitration Society of Dade County, Florida and judgment upon the award rendered may be entered in any other court having jurisdiction hereof.

If this letter accurately sets forth your agreement with us, please indicate your approval thereof by signing and returning an original to Unityware, 523 North Court Street Carlisle Arkansas, 72024

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Witness: \_\_\_\_\_