



Non-Disclosure and Confidentiality Agreement

This agreement, effective the ____ Day of _____ by and between Eastmark Consulting, Inc., a Massachusetts Corporation (hereinafter "Eastmark") and _____ (hereinafter "Counterparty").

The parties hereto agree that it may be necessary to provide each other with certain confidential information considered to be proprietary by the disclosing parties in conjunction with discussions between the parties regarding a potential business relationship.

Such information specifically includes, but is not limited to, business plans and processes, technical information, specifications, present and proposed products, services and like information ("Information"). Information does not include information that is (i) in or becomes part of the public domain other than by a disclosure in violation of this agreement, (ii) demonstrably known to the receiving party before disclosure, (iii) independently developed by the receiving party without using the information disclosed to it, or (iv) rightfully obtained by the receiving party from a third party permitted to disclose the information. Eastmark and Counterparty hereby agree to receive such Information and to disclose such Information only subject to the following terms and conditions:

1. Each party agrees to protect such Information provided to such party from distribution, disclosure or dissemination to anyone except employees, attorneys or auditors of the respective parties with a need to know such Information, except as authorized under this agreement or as otherwise authorized in writing by the parties.
2. All Information obtained by the parties shall remain the property of the party disclosing the Information.
3. A party may disclose Information, to the extent required by law or order of a court of competent jurisdiction.
4. Each party agrees to use the Information of the other solely for the purpose for which it was disclosed and for no other purpose. Upon the termination of this agreement and/or such other agreements entered into between the parties hereto, or at the request of a disclosing party, the other party will return all Information previously

received, including copies and notes relating to said Information. The other party shall retain no Information of a disclosing party after the termination of this agreement.

5. This agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.
6. Each of the parties acknowledges and confirms that any failure on its part to adhere to the terms and conditions of this agreement is likely to cause substantial and irreparable injury to the other party. Accordingly, each party confirms and agrees that in addition to all other remedies available at law or in equity, the other party shall be entitled to specific relief to enforce the provisions of this agreement.
7. Unless otherwise agreed upon in writing, no license to a party under any trademark, patent or copyright is either granted or implied by the disclosure of Information to such party.
8. This agreement constitutes the entire agreement between the parties regarding the subject matter of this agreement and may not be modified or amended except by written consent of both parties. The parties' represent that they have read this agreement, understand it and agree to be bound by its terms and conditions. There are no understandings or representations, express or implied, which are not expressed herein.

EASTMARK CONSULTING, INC.

BY: _____
(Signature)

By: _____
(Signature)

BY: _____
(Print Name of Counterparty)

By: _____
(Print Name)

Title: _____

Title: _____

Date: _____

Date: _____