

SAG HARBOR GROUP

MUTUAL NON-DISCLOSURE AGREEMENT

February 2002

AGREEMENT dated this First day of _____ 2002 between Sag Harbor Group, a New York Corporation with its principal place of business, 201 Offices at Water Street, Sag Harbor, New York 11963 ("SHG") and _____, of _____. ("the Consultant.") Sag Harbor Group and the Consultant shall hereinafter be referred to as "the Parties."

WHEREAS, it is contemplated by this Agreement that the Parties will be entering into business discussions which may result in the Parties exchanging confidential business or technical information concerning Sag Harbor Group's business and technology strategies and/or those of its clients, ("Disclosed Materials").

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

1. The Parties agree that the disclosure of confidential information relating to Disclosed Materials shall be governed by the terms of this Agreement.
2. "Confidential Information:" shall mean oral information that is designated at the time of disclosure as confidential and written information marked at the time of disclosure as "confidential" "proprietary" or containing similar markings. For purposes of this Agreement, Confidential Information shall not include any information that (i) is publicly known at the time of

disclosure, (ii) is lawfully received from a third party not known to be under a confidentiality agreement with respect to such information, (iii) is published or otherwise made known by the disclosing party, or (iv) was or is independently generated or developed.

3. Neither party shall disclose any Confidential information of the other party without the other party's prior written consent. Distribution of Confidential Information by the receiving party shall be limited to employees or consultants of the receiving party who have a need to know such information and who are under agreement to keep such information confidential. The receiving party may make copies of Confidential Information, but such copies shall be limited to the extent possible and all such copies shall be subject to all of the restrictions that apply to the original documents delivered hereunder.
4. Each party shall protect Confidential Information using the same degree of care that it uses to protect its own proprietary information but in no event less than reasonable care.
5. Each party agrees that a violation of this Agreement could cause irreparable harm to the other party for which no adequate remedy at law may exist and therefore, in addition to any other rights or remedies

available, the parties shall be entitled to injunctive relief to enforce their rights hereunder. The prevailing party shall also be entitled to all out of pocket reasonable costs and expenses incurred, including attorney's fees, as a result of any legal action brought hereunder.

- 6. All Confidential Information shall remain the property of the disclosing party. Upon demand, each party shall return to the other any written Confidential Information including all copies and embodiments thereof, belonging to the other party regardless of the format or media in which it may exist or certify in writing to the disclosing party of the destruction thereof.
- 7. The obligations regarding confidentiality shall continue for three (3) years from the date of disclosure unless earlier terminated as a result of an event described in Paragraph 2.
- 8. This Agreement shall be governed by the substantive laws of the State of New York and shall remain in effect until canceled by either party upon thirty (30) days prior written notice in which case this Agreement shall continue to govern all Confidential Information exchanged prior to the effective date of termination, and paragraphs 3, 4, 5, 6, and 7 shall survive according to their terms.

**AGREED AND
ACKNOWLEDGED**

Sag Harbor Group

By: _____

Date: _____

**Client Company, Partner, or
Consultant:**

By: _____

Address: _____

Date: _____

