

**ERP SOLUTIONS & AUDITING, LLC — NON-DISCLOSURE AGREEMENT,
ACTIVE CYCLE PROCUREMENT™**

THIS Non-Disclosure Agreement (hereinafter “**NDA**”) executed on, and in force as of the date reflected on the signature page, and bound by the authorized signatory representing: _____ (hereinafter “**Client**”) and bound by the authorized signatory representing ERP Solutions & Auditing, LLC (hereinafter “**Service Provider**”)

WHEREAS, in the course of an engagement with Service Provider, Client may provide Service Provider with information and knowledge of their business including, but not limited to:

a) Client’s customers, methods of operation, existing and planned lines of business, mergers, acquisitions, divestitures, trade secrets, records of Client’s known assets in respect to their purchase history of Oracle (hereinafter “**Client’s Tier I ERP Vendor**”) Mission Critical Business Applications (hereinafter “**Tier I ERP**”) including any types of asset tracking records; ordering documents, Termed Oracle License and Service Agreement(s), (hereinafter “**OLSA(s)**”) Oracle Master Agreement(s) (hereinafter “**OMA(s)**”) any amendments, techniques and methods respecting the procurement of Tier I ERP (Collectively “**Enterprise Software**”)

WHEREAS, Client would suffer irreparable harm if Service Provider **were to use or disclose** any Confidential Information reflected in section (a).

WHEREAS, in the course of an engagement with Client, Service Provider will provide Client with information and knowledge of their business including, but not limited to:

b) Service Provider's Clients, existing and planned lines of business, mergers, acquisitions, divestitures and trade secrets. In addition, Service Provider will be disclosing Highly Confidential Intellectual Property respecting Service Provider's ability to obtain records from Client's Tier I ERP Vendor of their historical purchases, as well as techniques and methods respecting the procurement of Enterprise Software combined with a knowledge of IT Business Practices, and Client Favorable Legal Amendments to their existing Termed OLSA(s); or new OMA(s) as well as Intellectual property related to Service Provider's unique methodologies of assisting Client in deep reductions to the procurement of Enterprise Software, potential reductions to existing and or new annual support and maintenance costs, and specifically a reduction to what Client would have, or already has justified and committed to pay their Tier I Vendor for new ERP Software, specifically a reduction to the Net License and first year support, as well as a reduction to the overall Five Year Total Cost of Ownership (5-Yr. TCO).

NOW, THEREFORE, in consideration of any new engagement or continued engagement provided by Service Provider to the Client, the premises in sections (a. and b.) and any other agreements hereinafter set forth, Client and Service Provider (each a "**Party**" and collectively, the "**Parties**"), intending to be legally bound, hereby agree as follows:

1. The Parties agree that Recipient shall not use and shall prevent the disclosure of any information it receives from Owner that is marked PROPRIETARY AND CONFIDENTIAL, or similarly marked, or any other information (whether delivered in writing or verbally) which by its nature would be reasonably considered as confidential, to any other person, firm or corporation or delivered in connection with any engagement, except as provided herein, and

shall use the same degree of care to avoid disclosure of such information as Recipient employs with respect to its own Confidential Information of like importance.

2. Notwithstanding the provisions of Paragraph 1 above, the Parties may disclose the Confidential Information disclosed under this Agreement to their employees and/or agents, but only for the purpose of supplying the Party with sufficient information to enable the Party to evaluate the potential value of establishing a contractual relationship with each other, or during an active engagement. The Recipient will inform each of its employees, agents, and affiliates (collectively, "Representatives") who receive Confidential Information of the obligations under this Agreement and will take all commercially reasonable measures to restrain its Representatives from taking any action that would constitute a breach of the terms of this Agreement. In any event, the Recipient shall be responsible for any breach of the terms of this Agreement by any of its Representatives.

3. The Parties agree that information shall not be deemed Confidential Information, and Recipient shall have no obligation with respect to any such information which:

- (i) was generally known to the public prior to the disclosure under this Agreement;
- (ii) was already known to Recipient prior to the date of this Agreement, as evidenced by the written and or electronically stored records of the Party;
- (iii) is or becomes publicly known through no wrongful act of Recipient or any person to whom the Recipient discloses such information;
- (iv) is independently developed by Recipient; or

(v) is disclosed pursuant to the lawful requirement or request of a governmental agency, or disclosure is required by operation of law.

4. Each of the Parties agrees, unless otherwise required by law, not to disclose to any other person the fact that the Confidential Information has been made available to the other Party, that discussions or negotiations are taking place concerning the Transaction between the Parties, or any of the terms, conditions or other facts with respect thereto (including the status thereof).

5. All data delivered by Owner to the Recipient pursuant to this Agreement shall be and remain the property of Owner, and all such data and all copies thereof shall be promptly returned to Owner upon written request or destroyed at Owner's option.

6. This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto, their heirs, successors and assigns.

7. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license, expressed, implied or otherwise for any invention, discovery or improvement made, conceived or acquired prior to or after the date of this Agreement.

8. This Agreement shall be construed, interpreted, and enforced pursuant to the laws of the Commonwealth of Massachusetts.

9. This Agreement may be amended only by a written instrument duly executed by each of the Parties.

10. The undersigned represent and warrant that they are authorized to enter this Agreement and to be bound by the terms of this Agreement.

11. Neither Party makes any representations or warranties as to the accuracy or completeness

of the Confidential Information and neither Party shall have any liability to the other resulting from any use of the Confidential Information which is consistent with this Agreement.

12. Without impairing any other provision hereof, each Party hereto will promptly advise the other of any breaches of this Agreement.

13. The Parties acknowledge that damages resulting from a breach of this Agreement will be difficult to determine; thus, the non-breaching party shall be entitled to injunctive relief in the event of a breach. In the event of a court proceeding to remedy a breach, the prevailing party shall be entitled to recover attorney's fees. IN WITNESS WHEREOF, the Parties hereto agree that the effective date of this Agreement shall be _____, 20__

Service Provider:

ERP Solutions & Auditing, LLC

By: _____

Date: _____

Printed: Dean Poulos

Title: President & CEO

Client:

Company: _____

By: _____

Date: _____

Printed name: _____

Printed Title: _____