

## MUTUAL CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement"), dated \_\_\_\_\_ ("Effective Date"), is entered into by and between Energy Curtailment Specialists, Inc., having an office address at 4455 Genesee Street, Bldg. 6, Buffalo, New York 14225, ("ECS") and Northeastern Energy Consultants, a (state) NJ (Entity Type: Corporation, LLC, LLP, etc.) LLC, having an office address at 5 Evergreen Drive, Voorhees, NJ 08043 (hereinafter "Company"). Either or both parties to this Agreement may also be referred to herein as the "Party" or "Parties," respectively.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. In connection with discussions regarding a proposed business relationship between ECS and the Company ("Purpose"), either ECS or the Company may disclose ("Disclosing Party") to the other party ("Receiving Party") oral or written information, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential including, but not limited to, research, development or business plans, projections, customer identities, potential customers, employees, suppliers, strategies, operations, systems, policies, procedures, practices, data, methods, and/or other business and financial information. All such information, whether disclosed before or after the Effective Date, and all analyses, compilations, studies, notes, interpretations, memoranda or other documents prepared by the Receiving Party containing or based in whole or in part on any such information are collectively referred to herein as "Confidential Information." The existence of this Agreement, and the transactions it contemplates, is Confidential Information. Notwithstanding anything to the contrary contained herein, Confidential Information does not include information that (i) is already known to the Receiving Party at the time of its disclosure, (ii) was or becomes publicly available through no wrongful act or omission of the Receiving Party, (iii) is lawfully disclosed to the Receiving Party by a third party having the right to disclose such information and without restriction on subsequent disclosure, or (iv) is independently developed by the Receiving Party without reference to the Confidential Information.
2. The Receiving Party will take all reasonable measures necessary to keep the Confidential Information confidential, including without limitation all measures it takes to protect its own Confidential Information. The Receiving Party will only use the Confidential Information of the Disclosing Party in furtherance of the Purpose. Each Party agrees as a Receiving Party that it shall not disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except to those employees, agents, representatives, or contractors who require access to the Confidential Information in furtherance of the Purpose ("Representatives") and who are bound by a written agreement not to disclose to a third-party confidential or proprietary information that was disclosed to the Receiving Party. The Receiving Party shall be liable to the Disclosing Party for any use or disclosure by any of its Representatives of Confidential Information, which if done by the Receiving Party itself would be a breach of this Agreement.
3. Upon the request of the Disclosing Party, the Receiving Party shall promptly destroy all documents and records, containing Confidential Information, without in any manner retaining any copies, duplicates, extracts or other reproductions thereof. Upon request, an authorized signatory of the Receiving Party shall promptly provide a notarized certificate to the Disclosing Party confirming that the foregoing actions (including destruction) have taken place.

4. If the Receiving Party or any of its Representatives is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process, or by the rules or regulations of any regulatory authority having jurisdiction over the Receiving Party or a stock exchange on which the Receiving Party's securities are traded) to disclose any of the Confidential Information of the Disclosing Party, the Receiving Party shall, except as prohibited by law, provide the Disclosing Party with prompt written notice of any such request or requirement so that the Disclosing Party may seek a protective order or other remedy. If the Disclosing Party seeks a protective order or other remedy, the Receiving Party shall provide such cooperation as the Disclosing Party shall reasonably request. If, in the absence of a protective order or other remedy or the receipt by the Receiving Party of a waiver from the Disclosing Party, the Receiving Party or any of its Representatives may, without liability hereunder, disclose to such person only that portion of the Confidential Information which is legally required to be disclosed.
5. Neither Party will use the trade name or trademarks of the other party in any news release, publicity, advertising, or endorsement without the prior written approval of the other Party.
6. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information, except for the limited right to use the Confidential Information in furtherance of the Purpose.
7. Each Party understands and agrees that no contract or agreement providing for any transaction involving the Parties shall be deemed to exist unless and until a definitive agreement has been executed and delivered and each Party hereby waives in advance any claims, including and without limitation claims for breach of contract, in connection with any transaction between the Parties unless and until the parties shall have entered into a definitive agreement. Each Party also agrees that unless and until a definitive agreement regarding a transaction between the parties has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement or any other written or oral communication with respect to such transaction. Regardless of whether the Parties enter into a definitive agreement regarding a transaction or not, this Agreement is effective as of the Effective Date..
8. Nothing contained herein shall be construed as requiring any restriction on the type of activities in which employees of Receiving Party who had access to Confidential Information may participate, provided the Confidential Information is not used in any such activities.
9. The Parties agree that a breach of this Agreement by the Receiving Party or its Representatives will cause irreparable injury to the Disclosing Party, and that the Disclosing Party shall therefore be entitled, in addition to any other rights it may have at law or in equity, to an injunction enjoining the Receiving Party or its Representatives from any such breach.
10. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns and shall be governed and construed in accordance with the laws of the State of New York as to both interpretation and performance without regard to its conflicts of law principle.. Any legal proceeding arising hereunder shall be brought only in a court sitting in Erie County, New York. Each Party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Notice to the Parties can be sent to the following:

Energy Curtailment Specialists, Inc.  
Attn: Mr. Glen Smith  
4455 Genesee Street, Bldg. 6  
Buffalo, New York 14225  
Phone: (716) 565-1327, ext #303

Company: Northeastern Energy Consultants, LLC  
Contact: Matthew Reischer  
Address: 5 Evergreen Drive  
Voorhees, NJ 08043  
Phone: 856-448-4069

Either Party may, upon written notice to the other Party, change the designated person or address for notices and communications in connection with this Agreement.

11. This Agreement shall become effective as of the Effective Date and shall continue until the second anniversary of the Effective Date unless earlier terminated in writing by either Party. Upon termination, the obligations with respect to Confidential Information shall survive for a period of five years after the termination of this Agreement.
12. Each Party agrees that it will not transmit, directly or indirectly, the Confidential Information received from the other or any portion thereof to any country outside of the United States if the export or re-export of such information is prohibited by U.S. export laws.
13. This Agreement contains the entire agreement and understanding between the Parties regarding the protection of Confidential Information, and supersedes any and all prior agreements. No statements, promises, or inducements, whether written or oral, made by either Party or an agent of either Party, that are not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, altered, or amended in any way except in a writing signed by both Parties.
14. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, without being impaired or invalidated in any way.

**IN WITNESS WHEREOF**, the undersigned Parties have caused this Agreement to be executed by their duly authorized representatives and delivered as of the Effective Date set forth above.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**Energy Curtailment Specialists, Inc.**  
4455 Genesee Street, Bldg. 6  
Buffalo, New York 14225  
Phone: (716) 565-1327, ext #318

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

By: \_\_\_\_\_

Name: Matthew Reischer

Title: President

Company: Northeastern Energy Consultants, LLC  
Address: 5 Evergreen Drive  
Voorhees, NJ 08043  
Phone: 856-448-4069

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