

UPS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is made by and between United Parcel Service, Inc., ("UPS"), _____ ("Customer") and **Ship Watchers NH** ("Customer's Agent") (hereinafter referred to collectively as "the Parties"), this _____ day of _____, **2009**.

1. Purpose of Agreement: The Parties desire to enter into discussions concerning transportation needs of Customer (the "Negotiations"). In order for the Negotiations to be meaningful and productive, it may be necessary for UPS to disclose to Customer and Customer's Agent certain confidential information pertaining to UPS's business operations ("UPS Confidential Information"), as defined in Section 3 below.

2. Consideration: The Parties acknowledge and agree that it is in all Parties' interests for the Negotiations contemplated by this Agreement to take place and the Parties acknowledge and agree that this Agreement is supported by good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged. Customer and Customer's Agent further acknowledge and agree that UPS would not engage in the Negotiations or disclose any UPS Confidential Information in the absence of their execution of this Agreement.

3. Definition of UPS Confidential Information: As used herein, the term "UPS Confidential Information" shall mean any and all information that relates to UPS business activities that is not generally known by persons not employed by UPS, as to which UPS has made reasonable attempts to maintain its confidentiality, and which is or has been disclosed to Customer or Customer's Agent in connection with the Negotiations. Confidential Information shall include, but not be limited to, the following: (i) business or operating plans, strategies, know-how, portfolios, prospects or objectives; (ii) structure, products, product development, technology, distribution, sales, advertising services, support and marketing plans, practices, and operations; (iii) methods of pricing, costs and details of services; (iv) financial condition and results of operations; (v) the performance of any accounts; (vi) research and development, operations or plans; (vii) sales and marketing techniques and plans and any other data pertaining ; (viii) management organization and related information (including, without limitation, data and other information concerning the compensation and benefits paid to officers, directors, employees and management); (ix) personnel and compensation policies; (x) operating policies and manuals; (xi) financial records and related information (xii) computer aided systems, software, strategies and programs; (xiii) financial data, formulas, patterns, compilations, studies, strategies, methods, techniques, processes and system analyses; or (xiv) other valuable financial, commercial, business technical and marketing information related to, or any of the products or services made, developed or sold by UPS. Notwithstanding the foregoing, Confidential Information shall not include: (a) information that is now in or hereafter enters the public domain without any violation of this Agreement or applicable law; (b) information that Customer and Customer's Agent can demonstrate by competent written evidence was known to Customer and Customer's Agent prior to the time of disclosure by UPS; or (c) information disclosed in good faith to Customer and Customer's Agent by a third party legally entitled to disclose the same; provided, however, that a combination of features shall not be deemed to be within any such exceptions merely because individual features are within such exceptions; and provided, further, that the burden shall be on Customer and Customer's Agent to prove the applicability of any such exceptions.

4. Designation of Confidential Information: UPS Confidential Information disclosed in writing or other tangible form may be marked "confidential," "proprietary," or with another designation of similar meaning. UPS Confidential Information orally disclosed may be subsequently reduced to writing and so marked. Notwithstanding the failure of UPS to mark information as confidential or to reduce it to writing as described above, information that, by its very nature, or under the particular circumstances of disclosure, should reasonably be understood to be confidential or proprietary, shall be deemed to be Confidential Information.

5. Use and Non-Disclosure of Confidential Information: For the duration of the Negotiations and for a period of 3 years after the Negotiations conclude for any reason, Customer and Customer's Agent shall retain all UPS Confidential Information in strict confidence exercising the same standard of care used by Customer and Customer's Agent to protect its own confidential and proprietary information, but in any event not less than reasonable care, to prevent the disclosure of UPS Confidential Information to any third party. Customer and Customer's Agent each further agree not to use UPS Confidential Information for any purpose other than for purposes of conducting the Negotiations between the Parties described in Section 1 above.

Notwithstanding the foregoing, to the extent that any UPS Confidential Information rises to the level of a Trade Secret, as defined by applicable law, Customer and Customer's Agent agree that the time period for prohibition on disclosure or use of such Trade Secret information shall not be limited to 3 years, but shall continue until such time as the information becomes generally known to the public through the act of one who has the right to disclose such information without violating a legal right of UPS. In the event that disclosure of UPS Confidential Information is required of Customer and Customer's Agent under provisions of any law or court order, Customer and Customer's Agent will notify UPS of the obligation to make such disclosure sufficiently in advance of the disclosure that UPS will have a reasonable opportunity to object. In the event of required disclosure, Customer and Customer's Agent shall disclose only the particular UPS Confidential Information directly required to be disclosed. Customer and Customer's Agent represent and warrant that each of its employees to whom UPS Confidential Information is disclosed shall have a need to know such information for the purposes contemplated by this Agreement and shall have first executed an agreement requiring him or her to be bound by obligation of confidentiality with respect to UPS Confidential Information substantially the same as those of Customer and Customer's Agent as set forth in this Agreement.

6. Intellectual Property Rights: Customer and Customer's Agent acknowledge that nothing contained in this Agreement is intended to or shall be construed to convey to Customer or Customer's Agent any rights or license under any patents, patent applications, inventions, copyrights, trade secrets, trademarks or other intellectual property rights heretofore or hereafter possessed by UPS. Customer and Customer's Agent shall not use the name or logo of UPS or any abbreviation or adaptation thereof in any advertising, trade display, or published statement, or for any other commercial purpose, without the prior written consent of UPS.

7. Non-Solicitation: In consideration of the disclosure of the Confidential Information and UPS's agreement to enter into the Negotiations, Customer and Customer's Agent each agree that, during the Negotiations and for a period of 12 months thereafter, they will not directly or indirectly solicit for employment, or attempt to solicit for employment, any employee of UPS who was engaged in the Negotiations and with whom Customer or Customer's Agent had contact with as a result of the Negotiations, without obtaining the prior written consent of UPS.

8. No Obligation: The Parties acknowledge and agree that, unless and until a final definitive agreement has been executed and delivered, no contract or agreement providing for any transaction involving the Parties shall be deemed to exist and the Parties are not under any obligation of any kind other than the matters expressly set forth herein. Additionally, nothing contained in this Agreement shall constitute a commitment by UPS to the development or release of any future information or the procurement or recommendation of any product or service of Customer or Customer's Agent.

9. Return of UPS Confidential Information: Upon request by UPS, Customer and Customer's Agent shall immediately return to UPS all UPS Confidential Information, including but not limited to all written materials designated as UPS Confidential Information and any and all documents of any nature prepared by Customer and Customer's Agent that are based upon or that incorporate UPS Confidential Information in whatever medium embodied.

10. Survival: Customer and Customer's Agent's obligations under this Agreement shall survive the termination of its association with UPS regardless of the manner of such termination, and shall be binding upon its successors and assigns.

11. Injunctive Relief: Customer and Customer's Agent acknowledge that, in the event of a breach by Customer and/or Customer's Agent of any of the terms contained in this Agreement, UPS would suffer irreparable harm for which remedies at law would be inadequate, and that UPS shall be entitled to equitable relief therefore by injunction without the necessity of posting any bond. The Parties acknowledge and agree that such relief shall be in addition to any and all other rights and remedies available to UPS at law and in equity.

12. Attorneys' Fees: In the event of a lawsuit between the Parties concerning an alleged breach of this Agreement, the prevailing party shall be entitled to an award of its attorneys' fees and expenses, in addition to any other sums to which it may be entitled.

13. Governing Law: The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Georgia.

14. No Waiver: No provision of this Agreement may be waived except by a writing executed by the Party against whom the waiver is to be effective. A Party's failure to enforce any provision of this Agreement shall not be construed as a waiver of the provision or prevent the enforcement of that provision or any other provision on any other occasion.

15. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior discussions and agreements either oral or written, expressed or implied, relating to the subject matter hereof. Any amendments to, or waivers of the terms of this Agreement must be in writing and executed by authorized officials of the Parties.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the later date set forth below.

(Customer's Agent) Ship Watchers

By: _____ Date Signed: _____
(An Authorized Representative)

Title:

Address: 18 King Charles Drive (Londonderry, New Hampshire 03053)

(Customer) _____

By: _____ Date Signed: _____
(An Authorized Representative)

Title:

Address:

UNITED PARCEL SERVICE, INC.

By: _____ Date Signed: _____
(An Authorized Representative)

Title:

Address: