EMPLOYMENT AGREEMENT

This Agreement, dated sets forth certain terms and conditions of the employment of the undersigned employee by Eastmark Consulting, Inc. ("Eastmark"). In consideration of my continuing employ-ment by Eastmark, I agree that:

1. I will devote my best efforts to my employment with Eastmark and its clients, and will take no action against their interests.

2. I agree to assign and hereby assign to Eastmark all rights of every kind to work produced in the course of my employment, it being understood that all works of authorship will be treated as "works for hire" under the U.S. copyright law. I will assist Eastmark in perfecting its rights to such work both during and after my employment.

3. Both during and after my employment, I will hold all confidential information of Eastmark and its clients in strict confidence, taking all reasonable precautions to prevent the unauthorized use or disclosure of such information. Upon the termination of my employment, I will return to Eastmark all confidential information in tangible form.

4. For a period of one year after the termination of my employment with Eastmark (for any reason) I will not perform services for, or solicit or aid in the solicitation of business from, any party that was a client of Eastmark during the term of my employment ("client" being defined for this purpose as the business unit for which Eastmark performed or proposed to perform services), and will not hire any person who was an employee of Eastmark during the term of my employment or induce or attempt to induce any Eastmark employee to leave his or her employment.

5. I understand and agree that my employment with Eastmark is "at will" and can be terminated by either party at any time with or without cause. I understand and agree that if I am designated as a "part-time" employee, my work schedule is contingent upon Eastmark's having client projects requiring my services.

6. I certify that my performance of services for Eastmark will not violate any agreement to which I am a party or involve the disclosure of any third party's confidential information.

7. I understand that the obligations that I have undertaken in this Agreement will survive the termination of my employment with Eastmark, regardless of the manner of termination.

_____	_____	_____	_____
Employee	**Date**	**Eastmark Consulting, Inc.**	**Date**