

(COMPANY NAME) CONFIDENTIALITY
AGREEMENT

For good and valuable consideration and as a condition of being employed by (Company Name) ("Employer"), the undersigned employee ("Employee") hereby agrees and acknowledges that:

(a) During the term of the Employee's employment with Employer and thereafter, the Employee shall keep secret and retain in strictest confidence and not use or disclose, furnish or make accessible to anyone outside the Employer and any of its subsidiaries, divisions or affiliates, directly or indirectly, or use for the benefit of himself/herself or others except in connection with the business of Employer and the business of any of its subsidiaries, divisions or affiliates, any Protected Information in any Unauthorized manner or for any Unauthorized purposes (as such terms are hereinafter defined). (i) The term "Protected Information" shall mean trade secrets, confidential or proprietary information and all other knowledge, know-how, information, documents or materials owned, developed or possessed by Employer or any of its subsidiaries, divisions or affiliates, whether in tangible or intangible form, pertaining to the business of Employer or any of its subsidiaries, divisions, affiliates, including, but not limited to, research and development operations, systems, databases (including membership databases), computer programs and software, designs, models, operating procedures, knowledge or the organization, products and services (including prices, costs, sales or content), processes, techniques, contracts, financial information or measures, business methods, future business plans, details of consultant contracts, new personnel acquisition plans, business acquisition plans, customers and suppliers (including identities of customers and prospective customers and suppliers, identities of individual contacts at business entities which are customers or prospective customers or suppliers, preferences, businesses or habits), business relationships and other information owned, developed or possessed by Employer or its subsidiaries, divisions or affiliates, except as required in the course of performing duties hereunder; provided however, that Protected Information shall not include information that shall become generally known to the public or the trade without violation of this Agreement.

(ii) The term "Unauthorized" shall mean: (A) in contravention of the policies or procedures of Employer or any of its subsidiaries, divisions or affiliates; (B) otherwise inconsistent with the measures taken by Employer or any of its subsidiaries, divisions or affiliates to protect their interests in any Protected Information; (C) in contravention of any lawful instruction or directive of Employer, either written or oral, or (D) in contravention of any duty existing under law or contract.

(b) All developments, including, without limitation, inventions (patentable or otherwise), discoveries, improvements, patents, trade secrets, designs, reports, customer or prospective customer lists, computer software, flow charts and diagrams, procedures, data, documentation, ideas and writings and applications thereof relating to the business of Employer, its subsidiaries,

divisions or affiliates, or planned business of Employer or any of its subsidiaries, divisions, or affiliates that, alone or jointly with others, Employee may conceive, create, make develop, reduce to practice or acquire during the term of Employee's employment with Employer, or has conceived, created, made, developed, reduced to practice or acquired during his/her employment with Employer (whether or not such employment was prior to the term of this Agreement) (collectively, the "Developments") are "works made for hire" and shall remain the sole and exclusive property of the Employer, and Employee hereby assigns to Employer all of his/her right, title and interest in and to all such Developments. The Employee shall promptly and fully disclose all future material Developments during the term of Employee's employment with Employer to the Board of Directors of Employer and, at any time upon the request and at the expense of Employer, shall execute, acknowledge and deliver to Employer all instruments that Employer shall prepare, give evidence and take all other actions that are necessary or desirable in the opinion of the Employer to enable Employer to file and prosecute applications for and to acquire, maintain and enforce all letters patent, trademark registrations or copyrights covering the Developments in all countries in which the same are deemed necessary by Employer. All memoranda, notes, lists, drawings, records, files, computer tapes, programs, software, source and programming narratives and other documentation (and all copies thereof) made or compiled by Employee or made available to Employee concerning the Developments or otherwise concerning the business of Employer, its subsidiaries, divisions or affiliates or planned business of Employer or any of its subsidiaries, divisions or affiliates and shall be delivered to Employer or such subsidiary, division or affiliate promptly upon the termination of Employee's employment with Employer.

(c) The provisions of this Agreement shall, without any limitation as to time, survive the termination of the Employee's employment by Employer, irrespective of the reason for any termination.

(d) The services to be rendered by the Employee to Employer are of a special, unique and extraordinary character and, in connection with such services, Employee will have access to confidential information vital to Employer's business and the businesses of its subsidiaries, divisions and affiliates. By reason of this, Employee consents and agrees that if Employee violates any of the provisions of this Agreement, Employer and its subsidiaries, divisions, and affiliates would sustain irreparable injury and that money damages will not provide adequate remedy to Employer, its subsidiaries, divisions and affiliates and that Employer, its subsidiaries, divisions and affiliates shall be entitled to have the terms of this Agreement specifically enforced by any court having equity jurisdiction. Nothing contained herein shall be construed as prohibiting Employer or any of its subsidiaries, divisions or affiliates from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from Employee.

(e) This Agreement shall be binding upon Employee and his/her personal representatives and successors in interest, and shall inure to the benefit of Employer, its successors and assigns.

(f) This Agreement and performance hereunder and all suits and other special proceedings hereunder shall be construed in accordance with and under and pursuant to the laws of the State of New York and in the event any action, special proceeding or other proceeding is brought arising out of, in connection with or by reason of this Agreement, the laws of the State of New York shall be applicable and govern. Employee hereby submits to the jurisdiction of the courts of the State of New York and any proceeding under this Agreement shall be in (County Name) County, (State).

Dated: **Employee** _____

Dated: **(COMPANY NAME) By** _____

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is entered into this ___ day of _____, 20XX, by and between COMPANY, a [your state] corporation having its principal office at YOUR ADDRESS HERE ("COMPANY"), and [insert name and address of consultant] ("Consultant").

WHEREAS, COMPANY is in the business of providing network, microcomputer and systems integration consulting services, and selling computer hardware and software products; and

WHEREAS, COMPANY desires to enter into a consulting relationship with Consultant to provide COMPANY with [briefly describe nature of services either here or on a Schedule to which reference is made] (the "Services") and Consultant is willing to provide the Services upon the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

1. Engagement. Subject to and upon the terms and conditions hereinafter set forth, COMPANY agrees to retain Consultant as an independent contractor and not as an employee, and Consultant hereby agrees to accept such retention by COMPANY.

2. Duties. Consultant shall at all times be acting and performing hereunder as an independent contractor. In connection with the performance by Consultant of the Services, COMPANY shall not have or exercise any control or direction over the Services performed by Consultant, and will not in any way supervise or control his activities. Consultant shall perform all of the Services herein provided for relying on his own experience, knowledge, judgment and techniques. Consultant shall not, in the performance of his duties, be managed or advised concerning the same by COMPANY. Consultant will not be acting as the employee, agent, partner, servant or representative of COMPANY, and Consultant will not have any authority to bind COMPANY in any manner.

3. Compensation. In consideration of the services to be rendered by Consultant hereunder, COMPANY agrees to pay fees to Consultant in accordance with the terms set forth on Schedule A attached hereto and incorporated herein by reference.

4. Expenses. Consultant shall not receive reimbursement from COMPANY with regard to expenses of any nature, except as authorized by COMPANY through an authorized officer or manager.

5. Termination. This Agreement is effective from the date of execution and shall continue until terminated by either party upon written notice delivered to the other party. Such termination shall be effective immediately upon its delivery. Upon the termination of this Agreement, COMPANY shall pay to Consultant fees earned for services performed up to the effective date of termination, for which Consultant has not previously been compensated.

6. Agreement Not to Solicit.

A. Consultant agrees that Consultant shall not, during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, directly or indirectly, by any means or device whatsoever, on behalf of Consultant or on behalf of, or in conjunction with, any person, partnership, corporation or other entity (i) induce, entice, or hire, or attempt to hire or employ, or refer

employment opportunities to, any employee or independent contractor of COMPANY (or any employee or independent contractor who worked or performed services for COMPANY within twelve (12) months of the termination of this Agreement), whether the proposed opportunity involves an employment, independent contractor or other relationship, (ii) solicit or entice away any person or entity who, at any time during the term of this Agreement, was a client, customer or supplier of COMPANY, (iii) solicit or accept employment or be retained by any person or entity who, at any time during the existence of this Agreement, was a client or customer of COMPANY, or (iv) solicit or accept the business of, or sell or provide any services or goods to, any person or entity who was a client or customer of COMPANY during the term of this Agreement.

B. Consultant specifically acknowledges that a breach of this paragraph 6 would cause COMPANY to suffer immediate and irreparable harm, which could not be remedied by the payment of money. In the event of a breach or threatened breach by Consultant of the provisions of this paragraph, COMPANY shall be entitled to injunctive relief to prevent or end such breach, without the requirement to post bond. Nothing herein shall be construed as prohibiting COMPANY from pursuing any other remedies available to it for such breach or such threatened breach, including the recovery of damages.

C. Consultant warrants and represents that Consultant has read this Agreement and understands its provisions. Consultant acknowledges that the scope and duration of the restrictions contained in this paragraph 6 are reasonable.

7. Confidential Information. The parties acknowledge that, during the term of this Agreement, Consultant will have access to secret, confidential or proprietary information owned or possessed by COMPANY (including, but not limited to, policies and procedures, technical and business data, marketing and sales information and techniques, customer and client data and lists, personnel data, financial data, results or lists, computer programming techniques, source codes, object codes, specifications, plans, trade secrets, processes, inventions, discoveries, improvements, formulae, materials, devices or ideas or other know-how), which information has not been published or disclosed to the general public (hereinafter referred to as the "Confidential Information") The Confidential Information shall be the sole, exclusive and confidential property of COMPANY. Consultant shall hold such Confidential Information in the strictest confidence for the sole benefit of COMPANY, and shall not, without the prior written consent of COMPANY, during the term of this Agreement or thereafter, use such Confidential Information for the benefit of Consultant or others, or disclose, directly or indirectly, any such Confidential Information to others. The obligation of confidentiality set forth above shall not apply to any information disclosed by COMPANY to Consultant that (i) was in the possession of Consultant prior to such disclosure as established by written records; (ii) at the time of or subsequent to such disclosure is or becomes public knowledge through no fault of Consultant; and (iii) subsequent to such disclosure, is lawfully acquired by Consultant from a third party having the lawful right to disclose it to Consultant.

8. Inventions. The parties acknowledge that, during the term of this Agreement, Consultant, in connection with or as a result of the performance of his duties hereunder, may make discoveries, inventions, improvements or innovations (hereinafter collectively referred to as the "Inventions") useful to COMPANY; therefore,

A. Consultant hereby agrees that COMPANY shall have complete title to, and Consultant shall not be entitled to any additional fees from COMPANY for, any Invention, whether or not patentable, which (i)

Consultant, individually or with others, may develop, invent, discover, originate or conceive during the term of this Agreement, and which (ii) arises out of or in any way relates to the performance of Consultant's duties hereunder. Consultant shall assign and hereby does assign to COMPANY all right, title and interest in and to each such Invention and any and all related patent rights. At all times during and after the term of this Agreement, Consultant shall, at the expense of COMPANY, execute, acknowledge and deliver such assignments, affidavits and other instruments requested by COMPANY, and do such other things as will assist COMPANY and its nominees to obtain, for their own benefit, patents and other available protections on each such Invention, and to perfect title in COMPANY. Notwithstanding the foregoing, the provisions of this paragraph shall not apply to any Invention which was developed entirely on Consultant's own time and did not arise out of or in any way relate to any services performed by Consultant for COMPANY.

B. Consultant acknowledges that all original works of authorship which are made by Consultant (solely or jointly with others) within the scope of Consultant's retention by COMPANY and which are protectable by copyright ("Works") are being created at the instance of COMPANY and are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C.A., Section 101). If such laws are inapplicable or in the event that such works, or any part thereof, are determined by a court of competent jurisdiction not to be a work made for hire under the United States copyright laws, this Agreement shall operate as an irrevocable and unconditional assignment by Consultant to COMPANY of all of Consultant's right, title and interest (including, without limitation, all rights in and to the copyrights throughout the world, including the right to prepare derivative works and the right to all renewals and extensions) in any and all such Works in perpetuity.

C. Consultant acknowledges that the provisions of this paragraph and the prior paragraph entitled Confidential Information are necessary to provide adequate protection to COMPANY and its business. Consultant further acknowledges and agrees that any violation or breach of the provisions of this paragraph and/or the prior paragraph entitled Confidential Information will cause serious and irreparable injury to COMPANY for which an award of monetary damages will be inadequate. Accordingly, Consultant agrees that, without limiting any other remedy or right COMPANY may have, COMPANY shall be entitled to injunctive relief.

9. Return of Information. Upon the termination of this Agreement, Consultant shall forthwith deliver to COMPANY all lists, records, materials, notes, computer storage media and other tangible items that (i) contain, relate to or are connected in any way with Inventions owned by COMPANY or Confidential Information, or (ii) relate to or are in any way connected with services performed by Consultant for COMPANY; and shall not retain any copies thereof.

10. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon personal delivery or, if mailed, three (3) days after deposit in the United States Post Office, by certified mail, postage prepaid and addressed to the applicable party at the address on the first page of this Agreement (or at any other address provided by a party pursuant to a written notice given in accordance with this paragraph).

11. Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and there are no inducements, promises, terms, conditions or obligations made or entered into by the parties, with respect to the subject matter hereof, other than as contained herein. Any representations that may have heretofore been made by any party to any party shall not affect the

terms hereof. Neither party has relied on any prior representations in entering into this Agreement.

12. Modifications. The terms of this Agreement shall not be altered, waived, amended or modified except by a writing executed by each of the parties hereto.

13. Applicable Law. This Agreement, and any modification or amendment hereto, shall be governed by and construed in accordance with the laws of the State of Illinois.

14. Binding Effect; Assignment. This Agreement shall be binding on and shall inure to the benefit of the respective heirs, representatives, successors and assigns of the parties hereto. Notwithstanding the foregoing, Consultant may not assign, transfer or otherwise dispose of, either in whole or in part, its interest in or rights under this Agreement.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Separability and Modification. If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

17. Remedies Cumulative. Any and all remedies granted to COMPANY herein or provided at law or in equity shall be cumulative with all other remedies, and neither the exercise nor non-exercise by COMPANY of any such remedy shall preclude or impair the exercise by it of any other such remedy.

18. Waiver. The waiver by COMPANY of any right hereunder or of any breach of this Agreement shall not operate as or be construed as an amendment of this Agreement or as a waiver of any other then existing or future right or breach.

19. Effect of Headings. The subject headings of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions of this Agreement.

20. Relationship of Parties. Consultant shall at all times act as an independent contractor, and nothing contained herein shall be deemed to create an employment, partnership, joint venture or agency relationship between the parties. Consultant shall neither have nor claim any right arising from any such relationship.

21. Survival of Provisions. Any provision of this Agreement which by its terms or by reasonable implication is to be or may be performed or effective after the termination of this Agreement shall be deemed to survive such termination.

22. Further Actions. Each of the parties agrees to hereafter execute and deliver such further instruments and do such further acts

and things as may be required or useful to carry out the intent and purpose of this Agreement and as are consistent with the terms hereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

COMPANY

By: _____

[Name of Consultant]

Consulting Services Agreement

This agreement is made and entered into this **[date]** by and between Famous Computers (hereinafter referred to as Famous), a **[state you are incorporated]** corporation having offices at **[your address]** and **[customer name]** (hereinafter referred to as Customer), having offices at **[customer address]**.

This agreement sets forth the terms and conditions under which Famous will provide consulting services.

Famous and Customer agree as follows:

1. Famous shall provide the customer with consulting services for a fee per attached schedule, plus expenses.
2. Customer agrees that during this project and for a period of one year after the conclusion of this project, it will not hire, offer employment to or in any other way obtain or seek to obtain the services of any individual who works for Famous. If this is done, the minimum penalty incurred will be twice the individual's salary.
3. This agreement constitutes the complete and entire agreement between Famous and customer. This agreement supersedes all proposals, oral or written, and all communications between the parties relating to the subject matter of this agreement. This agreement may not be altered, amended, modified or discharged in any way whatsoever except by subsequent instrument in writing signed by the officers of Famous and customer.
4. Any suit relating to this agreement must be brought in a court of competent jurisdiction in **[county]**, **[state]**. This agreement shall be interpreted and governed by the laws of the State of **[state]**. If any provision, part or term of this agreement is in conflict with any law of **[state]**, the remaining provisions, parts, or terms shall be unaffected and shall remain valid and in force. In the event of any litigation between customer and Famous relating to this agreement, the prevailing party shall be entitled to its reasonable attorneys' fees, including attorneys' fees for services rendered in appellate proceedings.
5. In so far as all parts of this agreement are concerned, time is of the essence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CUSTOMER
BY: _____

PRINT: _____

TITLE: _____

FAMOUS
BY: _____

PRINT: _____

TITLE: _____

(Simpletek Consulting)
Confidentiality and Non-Disclosure Agreement

By signing this agreement, dated__July 6th, 2007_, Vyom Labs (India) agrees to maintain complete confidentiality concerning any information provided by Simpletek consulting that is not available readily to sources outside Simpletek Consulting. This includes sensitive information concerning Simpletek's business details, marketing programs, sales programs and/or goals, product pricing, product information, customer lists, employee information, business objectives or plans, business status and/or any other information provided by simpletek consulting to Vyom Labs (India) in relation to the contracted Remedy project.

The Vyom Labs (India) further agrees they will not disclose the aforementioned information provided by Simpletek Consulting to any competitor or other business concerning product information, customer lists, pricing, employee or staff training, marketing or business strategies, or any other pertinent business detail concerning Simpletek Consulting.

The Vyom Labs (India) will use information gathered from Simpletek Consulting only for the development, implementation and management of the Remedy Project. If the Vyom Labs (India) wishes to share specific gathered information with a non-competitive organization they must first gain permission from Simpletek Consulting.

Any changes to the above agreement will be made with the express consent of both parties.

Company Representative Date