



NON SOLICITATION AGREEMENT

First Tek, Inc (hereinafter "Company") having offices at 1551 S Washington Avenue, Suite 402 A, Piscataway, NJ 08854 is presenting _____ (hereinafter "Consultant"), with SSN: _____ and having residing at _____ agree to the following terms and conditions:

1. Company will submit Consultant's resume to its client for a contract position and Consultant agrees that it will contract exclusively with Company for this position and will not directly or indirectly submit him to the same client directly or indirectly through another entity.
2. **EXPOSURE TO PROJECTS:** In order to assess the fit between Consultant's skill sets and Company's client requirement, Company will establish communication between Consultant and Company's Client. At all times Consultant will represent Company only. Also the consultant will not present any issues (about Hourly Rate, start date, Personal matters etc.) with the client/End client or any other agency involved. All such issues will be addressed with Company only.
3. **CONFIDENTIALITY:** During communication with Company or Company's client(s), project related confidential information might be revealed. Consultant agrees to maintain the project details completely confidential. In dealing with competing Consulting companies, Consultant agrees to maintain Company's client name(s) including client contacts completely confidential. Consultant agrees to keep all the information completely confidential.
4. **NON SOLICITATION:** Consultant agrees not to compete either directly or indirectly with Company for any subcontract, contract/consulting, or temporary employment position at Company(s) or consulting partner organizations where Company has submitted the consultant for a period of 12 months from date of submittal.
5. **OWNERSHIP OF INTELLECTUAL PROPERTY:** Unless Contractor and Customer have agreed otherwise in writing and FIRST TEK has been given a copy of such agreement by Contractor, and I have confirmed with FIRST TEK in writing that I have a copy of such agreement, I agree that pursuant to Customer's requirement all documents, deliverables, software, systems designs, disks, tapes and any other materials (collectively, "materials") created in whole or in part by me in the course of or related to providing services to the Customer shall be treated as a "work for hire" for the Customer. I will immediately disclose to the Customer all discoveries, inventions, enhancements, improvements and similar creations (collectively, "creations") made, in whole or in part, by me in the course of or related to providing services to the Customer. All ownership of any materials or creations shall vest exclusively with the Customer, including any copyright rights, patent rights or any other intellectual property rights. I acknowledge that the compensation I receive from Contractor includes compensation for assigning all intellectual property rights that may arise in the course of performance of services on Customer's project. I hereby assign to Customer all right, title and interest that Contractor or I may have in such materials and creations without entitlement to any additional compensation and free of all liens and encumbrances of any type. I also agree to execute any documents necessary by Customer to register or perfect its intellectual property rights. Any rights conferred upon Customer under this paragraph may only be waived or assigned in writing signed by an authorized representative of Customer.



6. **INDEMNIFICATION:** I will indemnify and hold harmless FIRST TEK and Customer, their owners, officers, directors, agents, and employees, from and against all claims, liabilities or costs (including attorney’s fees and court costs), brought by any other person or entity, including private or governmental entities, related to my performance or non-performance of services for Customer. The types of claims covered by this indemnification provision shall include, but shall not be limited to, my breach of any provision under this Employee Verification.

7. **APPLICABLE LAW:** This Employee Verification shall be governed by the laws of the State of New Jersey without regard to choice of law principles, regardless of where I am performing work, and any litigation shall be brought only in the state or federal courts of the State of New Jersey. I agree to the exercise of personal jurisdiction over me by such courts to the full extent permitted by law and waive any objection to venue.

As an employee of Contractor who will work on Customer’s project, I have been informed by Contractor and understand and agree to my obligations under this Employee Verification and the Consulting Services Agreement.

First Tek, Inc.

Consultant

Signature _____
 Name _____
 Title _____
 Date _____

Signature _____
 Name _____
 SSN _____
 Date _____