



EMPLOYEE AGREEMENT

Agreement No. 2000398

Agreement dated 3/28/2000 by and between UserEdge Technical Personnel. ("USEREDGE") and NAME ("Employee").

WHEREAS, USEREDGE desires to engage Employee to provide the services, including those described in Exhibit A, (the "Services") for CLIENT COMPANY, located at CLIENT'S ADDRESS, on behalf of itself and its affiliates and subsidiaries (the "Customer") and Employee agrees to be so engaged.

NOW, THEREFORE, the parties agree as follows:

1. PROVISION OF SERVICES - Employee shall provide the Services of Employee to USEREDGE for a period of commencing 4/3/2006 unless (i) either party terminates this Agreement and Employee's engagement upon 2 week's prior notice without cause or (ii) USEREDGE terminates this Agreement and Employee's engagement at any time without prior notice for cause. While performing the Services for the Customer, Employee shall be bound by all applicable rules, regulations and policies established by the Customer, including, without limitation, any test or clearance procedure as Customer may, by law or policy, request from time to time relating to drug use, criminal background, fingerprinting or similar security and performance related matters. Failure to request such test or procedures shall not constitute a waiver of USEREDGE's right to demand the same at any later time.

2. COMPENSATION -

- a. As full and complete compensation for the Services, USEREDGE shall pay Employee at an agreed upon rate of \$RATE per hour based upon 40 hours of actual work each workweek; provided, however, the Employee will not work in excess of 48 hours in any workweek without USEREDGE's prior written authorization. Upon receipt of such written authorization, Employee shall be paid for hours actually worked in excess of 48 hours in any workweek (rounded up to the nearest hour) as USEREDGE pre-approves at \$OTRATE per hour; provided, however, if during a weekend, Customer requests that Employee provide Services, then Employee need not obtain USEREDGE's prior written authorization for such hours but shall provide USEREDGE with notice of such hours via e-mail within 48 hours of Customer making the request.
- b. On the first business day following each work week during which Employee has worked under this Agreement, Employee shall provide USEREDGE with completed timesheets, which set forth the daily hours worked by Employee for the weeks (or portions thereof) during such time period. The timesheets shall be in the form attached hereto as Exhibit B ("UserEdge Weekly Timesheet") or an email equivalent and shall be signed by Employee and approved for payment by THE CLIENT.
- c. USEREDGE shall pay Employee on a bi-weekly cycle where the payment cycle is defined as weeks 1 and 2 of the calendar year, weeks 3 and 4 of the calendar year, etc. Payment shall be made within 14 days of the end of a payment cycle for all hours worked by Employee and approved by CLIENT COMPANY. If THE CLIENT will not sign, USEREDGE shall withhold payment to Employee until the issue is resolved.

3. AT WILL EMPLOYMENT AND WAIVER OF BENEFITS -

- a. Employee acknowledges that the employment established by this Agreement is at-will.
- b. Employee acknowledges that he/she will receive no benefits from USEREDGE including, but not limited to health insurance, paid vacation, paid meal breaks, paid holidays and paid sick time.

4. INDEMNIFY AND HOLD HARMLESS - Employee shall indemnify and hold USEREDGE harmless from any claims, losses or damages (including reasonable attorneys' fees and disbursements) relating to or arising out of (i) any breach of this Agreement, or (ii) the performance or lack of performance by Employee under this Agreement.

5. NO CONFLICT - Employee represents to USEREDGE that (i) entering into and performing this Agreement does not violate any duty owing by Employee to any third party, and does not constitute a breach of or default under any agreement between Employee and any third party, (ii) Employee shall comply with all laws, regulations, rules, and/or third party rights in the performance of the Services, (iii) Employee has not brought and will not bring to its engagement hereunder, or use in connection with such engagement, any trade secret, confidential or proprietary information, or computer software, except for software that Employee has a right to use for the purpose for which it shall be used in the engagement hereunder.

6. WORK FOR HIRE - All copyrights, patents, trade secrets or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by Employee during the course of performing the Services shall, to the extent possible, be considered works made for hire (the "Work Product"). All Work Product shall be and remain the property of USEREDGE or THE CLIENT, as same may be provided by agreement between those parties. To the extent that any such Work Product may not, under applicable law, be considered works made for hire, Employee hereby grants, transfers, assigns, conveys and relinquishes, and agrees to grant, transfer, assign, convey and relinquish from time to time, on an exclusive basis, all of Employee's right, title and interest in and to the Work Product to USEREDGE, or to such other party as USEREDGE may direct, in perpetuity or for the longest period otherwise permitted by law.

7. CONFIDENTIALITY - All information which is obtained by Employee in the performance of the Services and which is not publicly disclosed by Customer and/or USEREDGE shall be considered Confidential Information and proprietary to USEREDGE and/or the Customer who supplies or provides such information. "Confidential Information" shall mean and include, without limitation, any documents, records or information concerning the business, customers, employees or affairs (financial or otherwise) of USEREDGE or the Customer, including, without limitation, software (in various stages of development), designs, drawings, specifications, models, source code, object code, documentation, diagrams, flow charts, marketing and developing plans, business plans, financial information, customer lists, and other similar information that is proprietary and confidential to USEREDGE and/or the Customer. The Employee shall not, at any time during or after such engagement, use or disclose such Confidential Information or the nature of the Services the Employee renders to the Customer, except to authorized representatives of USEREDGE or the Customer or as required in the performance of the Services. The Employee shall return all Customer documents, in whatever medium they are contained, to USEREDGE and/or the Customer, as directed by USEREDGE, when the Employee's services end, without retaining any copies or extracts. The foregoing provisions of this paragraph shall be for the benefit of USEREDGE and/or the Customer, and either/or both shall have all rights and remedies to enforce such provisions.

8. COVENANT NOT TO COMPETE -

- a. During the time that Employee is providing the Services to Customer, Employee shall not, directly or indirectly, engage in or provide services competitive to the Customer. Employee shall not use

the name of Customer and/or USEREDGE and their respective subsidiaries or affiliates in any sales or marketing publication or advertisement; provided, however, Employee may use the name "USEREDGE" upon receipt of USEREDGE's written consent and such consent shall not be unreasonably withheld.

- b. During the term of Employee's engagement through USEREDGE and for a period of one (1) year thereafter, Employee shall not, directly or indirectly, provide services to or accept employment with the Customer without USEREDGE's written consent.
- c. Employee shall not, directly or indirectly, solicit, hire, contract with, or engage any of USEREDGE's other Employees, personnel or those of the Customer during the term of this Agreement and for a period of one (1) year thereafter.
- d. If Employee should at any time be in violation of any portion of this Covenant not to Compete then, in addition to the remedies specified in paragraph 11 of this Agreement:
 1. The time limitation contained in the Covenant not to Compete shall be extended for a period of time equal to the period of time during which such breach or breaches should occur; and
 2. If USEREDGE shall be required to seek relief in any court or tribunal, then the covenant shall be further extended for a period of time equal to the pendency of such proceedings, including appeals; and
 3. In addition to any monetary damages recoverable by USEREDGE from Employee, the Employee shall reimburse USEREDGE for the reasonable cost of all attorneys fees and other costs incurred by USEREDGE to enforce its rights hereunder.
- e. Use of the word "Customer" in subsections (b) and (c) of this paragraph 8 are deemed to refer to THE CLIENT's site defined as THE CLIENT HEADQUARTERS AT...

9. PAYMENT UPON TERMINATION - Upon the termination of this Agreement and Employee and Employee's engagement, USEREDGE will pay Employee the amounts due for outstanding invoices incurred through the time of termination, and no further monies will be owed by USEREDGE (and no Services shall be rendered by Employee) under this Agreement. The rights and obligations of Employee and/or USEREDGE under this Agreement shall otherwise survive any termination of this Agreement.

10. NO ASSIGNMENT - Employee shall not assign any right, or delegate any work or other obligation to be performed under this Agreement without the prior written consent of USEREDGE. Any attempt to do so shall be void.

11. INJUNCTIVE RELIEF - In the event of a breach or threatened breach by Employee or Employee of this Agreement, including, without limitation, their respective obligations set forth in paragraphs 6, 7, and 8 hereof, then the aggrieved party shall have no adequate remedy at law and shall be entitled to an injunction, without posting a bond and without proof of actual damages, and such other relief as may be deemed just and proper.

12. GOVERNING LAW AND JURISDICTION - This Agreement shall be construed in accordance with the laws of the State of New Jersey without reference to the conflicts of law provisions thereof. Further, the parties hereby each irrevocably WAIVE RIGHTS TO A JURY TRIAL and consent to the exclusive personal jurisdiction and venue of the Superior Court of New Jersey and/or the United States District Court for the District of New Jersey for the adjudication of all matters relating hereto or arising hereunder.

13. ENTIRE AGREEMENT - This Agreement is the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties with respect to its subject matter. This Agreement may only be modified or amended by a writing signed by the party against whom enforcement of such modification or amendment is sought.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated above.



UserEdge Technical Personnel, Inc.
Donna Timpone, President

Employee
John Smith

EXHIBIT A

1. Consultant, John Smith, whose skill set includes:

INSERT CONSULTANT'S SKILL SET HERE

2. Position description and responsibilities include:

INSERT POSITION DESCRIPTION HERE

3. Work Location:

This work will be performed at ...LOCATION

EXHIBIT B



UserEdge Weekly Timesheet

***** Obtain client signature then FAX TO: 908-730-8466 *****

Consultant: _____

Client: _____

Week Ending: _____

Primary site of this work (e.g. NJ): ____

Day	Date	Hours
Sun		
Mon		
Tue		
Wed		
Thu		
Fri		
Sat		
Total Hours:		

I have reviewed and approved the hours as reported above.

Payment Approved by Client

Consultant Signature