



Non-Disclosure Non-Compete Agreement

This agreement made on _____ between AI Definitive, Inc. (herein referred to as "COMPANY"), incorporated under the laws of state of Delaware and Mr./Ms. _____ (herein referred to as "CONSULTANT") with SSN _____ whom the Company intends to hire to perform software consulting services wish to protect the confidentiality of, maintain their respective rights in and prevent the unauthorized use and disclosure of their valuable confidential information. As used herein, a party providing Confidential Information to any other party shall be a "Disclosing Party" and a party receiving Confidential Information shall be a "Receiving Party." Accordingly, the parties hereto hereby agree as follows:

- 1. As used in this Agreement, "Confidential Information" of a party (the "Disclosing Party") means and includes information or data in any form of or about the Disclosing Party or its customers or contractors (including, without limitation, trade secrets (as defined by applicable law)) that is valuable to the Disclosing Party and not generally known to the competitors of the Disclosing Party.*
- 2. The restrictions and obligations on the treatment, use and disclosure of Confidential Information under this Agreement do not apply to any information that (i) is or becomes publicly available without breach of this Agreement, (ii) is received from a third party who had the right to disclose it without restriction, or (iii) is independently developed by or already known to the Receiving Party without reference to any Confidential Information.*
- 3. The party receiving the others Confidential Information (the "Receiving Party") may use Confidential Information only in pursuance of its business relationship with the Disclosing Party. Except as expressly provided in this Agreement the Receiving Party shall not disclose Confidential Information to anyone without the Disclosing Party's prior written consent and without, in each such case, obtaining the written agreement required under Section 4. The Receiving Party shall take all reasonable measures to avoid disclosure, dissemination and unauthorized use of Confidential*



Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. The Receiving Party shall not transfer any Confidential Information in any manner contrary to the export regulations of the United States.

4. The Receiving Party shall restrict the possession, knowledge and use of Confidential Information to its employees, contractors and entities controlled by it (collectively, "Personnel") who (i) have a need to know Confidential Information in connection with the parties' business relationship, and (ii) have executed written agreements (which may be general in form) that (A) consist of restrictions and obligations with respect to the treatment, use and disclosure of such Confidential Information that are no less protective of such information than those set forth in this Agreement and (B) permit the Disclosing Party to enforce the terms of such written agreement directly against the Personnel. In addition, the Receiving Party shall use reasonable commercial efforts to enforce the nondisclosure agreements this section requires and will be responsible to the Disclosing Party for any breach of any such written agreement by any party thereto.
5. The Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that the Receiving Party (i) gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, (ii) discloses only such information as is required by the governmental entity, and (iii) and uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.
6. As between the Disclosing Party and the Receiving Party, all Confidential Information shall remain the exclusive property of the Disclosing Party. Each party, in disclosing information to the other parties pursuant to this agreement, warrants it has the rights to disclose the Confidential Information it gives. A Disclosing Party's disclosure of Confidential Information shall not constitute an express or implied grant to the Receiving party of any rights to or under the Disclosing Party's patents, copyrights, trade secrets, trademarks or other intellectual property rights.



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7. The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party. The Receiving Party shall cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use.
8. The Receiving Party shall return or destroy all tangible materials embodying Confidential Information (in any form and including without limitation, all summaries, copies and excerpts Confidential Information) promptly following the Disclosing Party's written request. At the Disclosing Party's option, the Receiving Party shall provide written certification of its compliance with this Section.
9. The Receiving Party acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party therefore agrees that the Disclosing Party shall have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.
10. This Agreement is intended to cover Confidential Information disclosed by each party both prior and subsequent to the date hereof. This Agreement automatically will terminate upon the completion or termination of the parties' business relationship; provided, however, that each party's obligations (A) with respect to the other party's Confidential Information that does not constitute a trade secret will survive for three (3) years following such completion or termination and (B) with respect to the other party's Confidential Information that does constitute a trade secret, will survive until the later of (i) three (3) years from such completion or termination or (ii) the date such Confidential Information no longer constitutes a trade secret under applicable law.



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11. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the Receiving Party shall not develop or have developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

12. Miscellaneous:

(a) This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party shall act as an independent contractor and not as an agent of the other party for any purpose, and neither shall have the authority to bind the other. This Agreement creates no obligation to purchase, sell, develop, research or disclose anything. It grants no license.

(b) This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the parties. Each party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other party, whether express, implied, in fact or in law. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.



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(d) If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement shall be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

(e) This Agreement shall be governed by internal laws of the State of Delaware, without reference to its conflicts of law rules. This Agreement may be executed by facsimile and in counterpart copies.

Consultant acknowledges that for the purpose of obtaining work/project, he/she will be introduced to several of Company's contacts which Company considers as valuable assets and confidential. Consultant acknowledges that he/she will not disclose, directly or indirectly, the names and contact numbers of any Vendors/Clients introduced to him/her by Company or its Clients, to any Party (Individuals or Companies) including his/her present Client. The nature of his/her obligation is a continuing one and is not intended to cast any doubt whatsoever on his/her integrity or reliability. If the consultant violates any of the non-compete agreement terms, then he/she agrees to pay for any charges as damages incurred to AI Definitive, Inc. due to loss of business.

Non-Solicitation: During the term of the Consultant's employment and for a period of one (1) year thereafter, the Consultant shall not solicit any Company Employees and Company direct or in-direct Clients. He/She shall not solicit or accept any business from any person, firm or Company that is a customer of the AI Definitive, Inc., with whom the Consultant has/had dealings on the Company's behalf during the time the Consultant is employed by the Company. He/She shall not solicit or accept any business from any person, firm or company that is a prospective customer, prospective contractor, or prospective subcontractor of the Company with whom the Consultant has/had any dealings on the Company's behalf during the term of employment. He/She shall not Solicit induce, entice or attempt to entice any Consultant or contractor of the company to terminate his or her employment or relationship with the Company and shall not solicit, induce, entice or attempt to entice any Customer of the Company to terminate its business



relationship with the Company including firms that have been customers of the Company within the 12 months preceding Consultant's termination.

Non-Competition Covenants:

During the term of the Consultant's employment and for a period of one (1) year after the termination of the Consultant's employment, the Consultant will not, within the Restricted Area (as hereafter defined), directly or indirectly, own, control, or be connected in any manner with the ownership or control of any business competitive with the Company, except as a Consultant. The Consultant recognizes and agrees that, in the highly competitive business in which the Company is engaged, personal contact is of the greatest importance in securing and retaining customers and applicants.

Consultant, therefore, also agrees that upon termination of his/her employment for any reason, he/she will not, for a period of one (1) year thereafter, solicit or divert, for the purpose of seeking business competitive to that of the Company, the business of any customer, person, Company, or firm with which the Consultant has had contact while in the employ of the Company or which is known by the Consultant to be a present or former client or applicant of the Company at the time of his/her termination.

Return of Information: The Consultant agrees that, during the tenure of his/her employment with AI Definitive, Inc., he/she shall exercise all reasonable efforts to prevent unauthorized parties from gaining access to the Confidential Information in Consultant's possession and take such other protective measures as may be reasonably necessary to preserve the secrecy and proprietary interests of the Company in the Confidential Information. Upon termination of employment for any reason, or at any other time at the Company's request, deliver promptly to the Company all confidential information in his/her possession or under his/her control relating in any way to the business of the Company and obtained by the Consultant during the period of employment with the Company. Upon termination of employment for any reason, not assert any claims of prior knowledge of any items of Confidential Information unless Consultant can clearly and convincingly, by written document or other evidence satisfactory to the Company, prove

such prior knowledge.



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Damages for Abandonment of Services: The Consultant agrees that he/she will not leave midway from any ongoing client project unless advised by the Company or with at least two(2) weeks proper notification. In the event consultant abandons his/her services or fails to report for duty at a client or end client site, consultant agrees to pay AI Definitive, Inc. unliquidated damages to compensate for AI Definitive, Inc. lost profits, loss of business credibility with a client/end client, threat of potential litigation with the client/end client, diminished outcome for future business with the same client/end client and the cost of finding, hiring, and training an acceptable replacement candidate. Both, AI Definitive, Inc. and consultant agree that compensation for these damages is just and reasonable. Consultant acknowledges and agrees that liability under this provision is separate and independent from liability imposed under any other provision(s) of this agreement.

Damages for violation of Non-Solicitation/ Non-Competition Covenants:

Consultant acknowledges and agrees that a violation of this provision/clause shall result in liability to AI Definitive, Inc. for lost profits for a minimum of 6 calendar months. This estimate is per each single violation of non-compete/non-solicitation. Multiple non-compete/non-solicitation actions shall be added and be cumulative. These damages shall be in addition to AI Definitive, Inc. right to injunctions and shall be separate and independent from liability imposed under any other provision(s) of this agreement. Assignment: In the event of any breach or violation of this Agreement, consultant unconditionally assigns AI Definitive, Inc., all salaries/wages, bonus and any other dues up to the amount of any damages due under this agreement. Consultant further authorizes and requests any future employer to honor this assignment of wages in favor of AI Definitive, Inc. to deduct any damages arising under this agreement. Consultant also authorizes AI Definitive, Inc. to directly deduct these sums directly from any wages/bonus due, including his/her last paycheck. Consultant agrees to remain liable for any outstanding sums not satisfied even after this assignment.



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Attorney Fees:

Consultant agrees to be liable for Attorney fees and all related court costs should it become necessary for AI Definitive, Inc. to obtain Counsel or collection service, or resort to court action to collect for any breach of this agreement, or to defend itself from any frivolous action or complaint by consultant against AI Definitive, Inc.

Choice of Law and Venue: The validity, construction and performance of this Agreement shall be governed by the law applicable to contracts made and wholly performed in the State of Delaware. The parties' consent to the jurisdiction of the Superior Court of the State of Delaware for the County of New Castle and the United States District Court for the District of Delaware, in connection with any action or proceeding arising out of or relating to this Agreement. If any of the provisions of this agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of the agreement and all provisions not affected by such invalidity shall remain in full force and effect. This agreement constitutes the entire and final agreement between the parties regarding the subject matter hereof except that letter may amend this agreement, Delaware Laws shall govern this agreement and subject matter thereof.

AI Definitive, Inc.

Consultant

Signature:

Signature:

Name:

Name:

Title:

Date:

Fed ID: 81-0757682

Date: