

## PURCHASE ORDER

In accordance with the Vendor Agreement signed between the undersigned parties August 12, 2010 it is agreed as follows:

Contractor, VDO Consultant Inc. with **FED ID: 22-3544148** having an address at 250 Ridgedale Avenue, Unit # H-7, Florham Park, NJ is contracted to perform work for **EMC** ("Customer"), by Vortalsoft Inc. ( **BROKER** ) beginning **August 18, 2010** for a period of **Six Months**, with a possible extension at Client's request, for the rate of **\$560 per professional day, all inclusive**. Any day less than an eight (8) hour work day will be compensated at the rate of **\$70/hour, all inclusive**.

1. Unless otherwise notified, when the minimum time requirement has elapsed this Purchase Order shall be deemed to have been extended beyond the original "end date" on a monthly basis to a new "end date" on the same terms and conditions stated herein and the Vendor Agreement referenced above, until such time as the above mentioned project is completed. The purpose of this paragraph is not to extend the end date indefinitely and create a continuous relationship, but is instead to cover situation where the original estimates for project completion require adjustment. This agreement can be terminated by either party by giving 15 (fifteen) days notice in writing
2. Within 3 days after the end of each week, for billing and payment purposes, Contractor shall submit a time record signed by an authorized client official verifying the number of hours of consulting services provided by Contractor to the client. Contractor will submit every **Month** an invoice to the **BROKER** for Contractor's services to the client for those hours verified by the client on the time records. Broker will make payments Net 30 days from the receipt of the invoice. No payments will be made to the Contractor without such invoices and approved timesheets.
3. Contractor and the client will discuss the hours and location where the work is to be performed and **BROKER** shall not be involved.
4. Contractor's rate is confidential matter between Contractor and **BROKER** and shall not be divulged to any other party, including the client.
5. Contractor and the Consultant both agrees that if this agreement is terminated prior to its ending date as mentioned on this purchase order without giving 15(fifteen) days notice in writing, **CONTRACTOR** and **CONSULTANT** will pay for all reasonable damages that will be sought by **CLIENT** against VortalSoft and by Vortalsoft against Contractor and Consultant. If the agreement is terminated within the first month of the purchase order, by the **CONTRACTOR** or **CONSULTANT**, VortalSoft is not liable to make any payments to the Contractor, if VortalSoft is not paid by the Client.
6. Contractor and Consultant both agrees that on acceptance of this purchase order Contractor/Consultant will not accept any purchase order from any other client/company.

The following personnel of Contractor who will work on this project have been informed and understand their obligation under this Purchase Order and the Contractor Agreement.

**Consultant Name:**  
*Valery Giner*

**Start Date:**  
*August 18, 2010*

The undersigned has/have read, understand(s), and agree(s) to the terms and condition herein.

**For and on behalf of BROKER:**

VortalSoft, Inc.

100, Davidson Avenue, Suite 300,

Somerset, NJ 08873

By: 

Print Name: Sanjay Malhotra

Title: Senior Partner

Date: 08/13/2010

**For and on behalf of Contractor:**

VDO Consultants Inc  
250 Ridgedale Ave., H7,  
Florham Park, NJ, 07932

By: 

Print Name: VALERY GINER

Title: President VDO Consultants Inc.

Date: 08/13/2010