

## VENDOR AGREEMENT

AGREEMENT made this **August 12, 2010** between **VortalSoft, Inc. Federal Id: 22-3722695**, a corporation organized under the laws of New Jersey, having an address at 100 Davidson Ave, Suite 300, Somerset NJ 08873 ("VortalSoft" or "we") and **VDO Consultant Inc. with FED ID: 22-3544148** having an address at 250 Ridgedale Avenue, Unit # H-7, Florham Park, NJ (hereinafter "CONTRACTOR" or "you"). The term **CLIENT** for the purposes of this agreement shall mean Vortalsoft and it's clients. The term **PROJECT** shall mean those divisions, subsidiaries or other units or clients of Vortalsoft to which **CONTRACTOR** performs services. When referring to **CLIENT** and **PROJECT** together, the term **CUSTOMER** will be used. This agreement will override any previously signed vendor agreements between the parties. The parties agree as follow:

1. **Services.** **CONTRACTOR** will provide hereunder, from time to time as requested by VortalSoft, computer software and system services to or for the benefit of VortalSoft or its clients("Client"). The duration of services will be as mentioned in the purchase order issued along with Contactor's Consultant assigned to a **CUSTOMER** or extending indefinitely till **CONSULTANT** shall no longer be performing services for **CUSTOMER** mentioned in purchase order.
2. **Services rendered payment and responsibility.** **CONTRACTOR**, abiding by the terms of this Agreement, will be eligible to provide consulting services related to software development and integration to the satisfaction of **CUSTOMER**. **CONTRACTOR** will submit timesheets signed by **PROJECT** to VortalSoft for all services rendered to **PROJECT**. VortalSoft will pay **per the terms in the purchase order**. A completed timesheet approved by **CLIENT** and invoice must be received at our offices within three (3) business days of the period end date to allow for prompt billing to **CLIENT**. Time sheets and Invoices received after such three (3) day period will result in a corresponding delay of payment. In the event that **CUSTOMER** is not satisfied with **CONTRACTOR**'s performance, VortalSoft shall immediately report its dissatisfaction to the **CONTRACTOR**, and **CONTRACTOR** shall immediately take steps to remedy the dissatisfaction. If after three (3) days a mutually agreeable solution has not been reached, **CONTRACTOR**'s work on the particular project will cease and VortalSoft shall not be liable for the service fees in regards to such project from the time of such terminations. Should client choose to terminate **CONTRACTOR** without notice, with cause , VortalSoft will have no liability for fees to **CONTRACTOR** beyond time period worked. VortalSoft will only pay **CONTRACTOR** for services actually rendered and approved by **CONTRACTOR**. Vortalsoft will provide in writing all reason for termination.


**CONTRACTOR** shall be responsible for all expenses incurred by it and shall receive no reimbursement from VortalSoft. All the terms mentioned in this paragraph will be in addition to the payment duration and terms stated in the purchase order.

3. **CONTRACTOR's representation**

- 3.1 CONTRACTOR is a corporation of the State set forth above and is in good standing with that State and has met its current and past tax and other liabilities. Contractor is solely responsible for paying all the taxes required by the law. VortalSoft and/or CUSTOMER shall not be liable for any related tax deficiencies, penalties and interest levied against VortalSoft. CONTRACTOR and CONSULTANT acknowledges and agree that VortalSoft has, and shall have, no control over the hours, other conditions of employment, duties or work responsibilities of CONSULTANT and has not provided CONSULTANT with any equipment, supplies or machines.
  - 3.2 CONSULTANT possesses the skills and work experience that qualifies him/her to perform the services as CUSTOMER requests in a professional manner and to the satisfaction of CUSTOMER.
  - 3.3 CONTRACTOR is not a party to any agreement or subject to any law, rule, ordinance or court order or otherwise restricted in any way from entering into or performing its obligation under this Agreement.
  - 3.4 CONTRACTOR represents that in performance of its business in the past, it has not violated and patent, copyright, trade secret, confidentiality or other similar right("Intellectual Property Right") of others; is not doing so currently, and shall not do so in the future.
4. **Non-solicitation/non-compete.** During the term of this agreement and any renewals thereof, and for one year after the expiration of the initial and renewal periods, CONTRACTOR or CONSULTANT will not attempt to place consultants directly or indirectly to CLIENT or PROJECT without express written permission from VortalSoft. VortalSoft in turn agrees not to employ the Consultant during the term of this agreement and any renewals thereof, and for a period of one year after the termination of this agreement
5. **Property rights.** CONTRACTOR agrees to guard the property rights of PROJECT, tangible and intangible including, but not limited to Intellectual Property Rights. If CONTRACTOR is in doubt as to who own work product or subroutine or anything else that belongs or could belong to PROJECT, CONTRACTOR shall obtain a written agreement as to the item from PROJECT. All reports, programs, manuals, tapes, card decks, listings, and other program documentation's, sales proposal, customer or prospect list, sales call reports prepared by anyone through or in connection with PROJECT belongs to PROJECT except as indicated to the contrary by PROJECT in writing. CONTRACTOR agrees to further and assist the rights of PROJECT to perfect or defend PROJECT's rights in the above.
6. **Confidentiality.** CONTRACTOR agrees to keep confidential all matters learned pertaining to its specific task for PROJECT and all other information it learns pertaining to PROJECT's business and agrees to keep such matters confidential indefinitely.
7. **Conduct.** CONTRACTOR agrees to cause the honoring of the dress codes permitted or required by PROJECT and to maintain, through itself and its agents and employees good businesslike relationships with personnel at PROJECT's premises.

8. **Indemnity Insurance.** CONTRACTOR and CONSULTANT shall indemnify, defend and hold harmless VortalSoft and CUSTOMER for any and all claims, lawsuits, damages, expenses, liabilities and costs (including reasonable attorney's fees) incurred by VortalSoft arising from or in connection with CONTRACTOR's or CONSULTANT's breach of any of the terms of the Agreement or CONTRACTOR's or CONSULTANT's negligence, willful misconduct or any other act or omission by CONTRACTOR or CONSULTANT in connection with this agreement or the services provided or to be provided in connection with this Agreement. CONTRACTOR shall maintain Workers' Compensation as per Statutory Limits, General Liability insurance in the amount of not less than \$1 million per occurrence and \$2 million in the aggregate, \$1 Million Comprehensive Insurance coverage, Excess or Umbrella Liability for \$2 million. CONTRACTOR shall provide evidence thereof, with VortalSoft included as additional insured.
9. **Duration.** The term of this Agreement shall be the period stated in purchase order. This Agreement will automatically renew in the event the project goes beyond the date stated therein and no other changes are mutually agreed upon. This agreement can be terminated by either party by giving 15 (fifteen) days notice in writing, after the completion of ONE MONTH from the start date. Agreement cannot be terminated even with a written notice during the first month of the purchase order.
10. In case of VortalSoft breaking any obligation enumerated under this Agreement or the Purchase Order issued with the Agreement, CONTRACTOR and CONSULTANT are released from any obligations to VortalSoft set forth by this Agreement and the Purchase Order.
11. **Facsimile Transmission.** This Agreement may be transmitted by facsimile, and it is the intent of VortalSoft and CONTRACTOR for the facsimile of any autograph printed by a receiving facsimile machine to be an original signature and for the facsimile and any complete photocopy of the Agreement to be deemed an original counterpart.
12. **Entire agreement etc.** The above provisions, along with the annexations attached and such reasonable promulgation's of rules and regulations by VortalSoft in the future are agreed to be the entire agreement between the parties herein, to be construed according to the laws of the State of New Jersey. This Agreement, except as set forth above, can only be changed in writing. Without the express written allowance by both parties, this Agreement may not be assigned outside of provisions set forth in paragraph 1. Invalidity or unenforceability of any of the provisions above shall not be deemed to cause invalidity or unenforceability as to other provisions.

IN WITNESS WHEREOF, VortalSoft and CONTRACTOR hereto have executed this Agreement effective as of date and year first above written.

  
By: Sanjay Malhotra  
Date: 08/13/2010  
Print Name: Sanjay Malhotra  
Title: Senior Partner

**CONTRACTOR:**

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Tax ID: \_\_\_\_\_