

**AGREEMENT FOR PERSONNEL PROVIDING SERVICES TO EMC
THROUGH THIRD PARTY ENTITIES**

I, Valery Giner, an employee or contractor of VortalSoft, Inc. (“**Company**”), hereby enter into this Agreement for EMC Contractors Providing Services to EMC through Third Party Entities (the “**Agreement for Personnel**”). I acknowledge that Company has assigned me to provide services to EMC (the “**Assignment**”).

In view of the highly competitive nature of the business of EMC Corporation (including all of its subsidiaries and affiliates, collectively hereafter “EMC”), the need of EMC to maintain its competitive position through the protection of its goodwill, trade secrets and confidential and proprietary information, and in consideration of the fees I shall receive in connection with my Assignment with EMC, I do hereby agree as follows:

1. I agree that I am not an employee of EMC. I further agree that any employment relationship is directly with the Company and that any benefits relating to employment, including without limitation to my compensation, all benefits relating to social security, medical leave, unemployment insurance, worker’s compensation, payment of overtime and minimum wages, pension and other retirement benefits, employee insurance, disability, or medical plans, fringe benefits, and any other rights, benefits or obligations relating to employment (collectively called “Benefits”), shall be provided by the Company, and not by EMC. I hereby waive, reject, and decline any claim or rights to any Benefits now or hereafter offered by EMC to any of EMC’s employees, even if I was to be determined to be an employee of EMC for any purpose.
2. I shall observe and comply with EMC’s and its customers’ site rules while on their premises and I will comply with all laws, ordinances, rules and regulations applicable to the services that I perform during the Assignment. I recognize that filing a worker’s compensation insurance claim through the Company is my sole recourse for any injury that takes place on or en route to EMC’s or EMC customers’ premises and I release EMC, and its officers, directors, and employees from any liability as a result of a work related accident occurring in the course of, or in connection with, the Assignment.
3. For the period of my Assignment, I shall not participate, directly or indirectly, in any capacity, in any business or activity that is in competition with EMC. I agree to disclose in advance to the Company and EMC any potential conflict.
4. I hereby warrant and represent to EMC that I do not have any express or implied obligation to any third party, which in any way conflicts with any of my obligations under this Assignment. I agree not to disclose to EMC any knowledge, information, inventions, discoveries and ideas which I possess under an obligation of confidentiality to a third party.
5. During my Assignment and thereafter I will not use for my own benefit or disclose to anyone any information not already lawfully available to the public concerning EMC (“Confidential Information”). Confidential Information includes, without limitation, any technical data, design, pattern, formula, computer program, source code, object code, algorithm, subroutine, manual, product specification, or plan for a new, revised or existing product; any business, marketing, financial, pricing or other sales-related data; any information regarding the present or future business or products of EMC; any information regarding employees/contractors including contact information, employee lists, organizational charts, information concerning particular employee skill sets, technical and business knowledge, and compensation; any training materials and any information concerning the particular needs of clients or customers and their buying patterns, service needs, price sensitivities, key decision makers (and the contact information for such individuals), product needs, product specifications, requests for proposals, and any other information by its nature or under the circumstances of its disclosure should be reasonably understood to be confidential. Confidential Information also includes any non-public customer, partner and vendor information. I recognize that it is essential to EMC’s success that all Confidential Information be deemed to be confidential and be properly treated as a confidential trade secret. I therefore agree not to use or disclose any Confidential Information except as may be necessary and authorized in the normal conduct of EMC’s business. At the end of my Assignment, I will return to EMC all Confidential Information in my possession, custody or control.
6. I agree to abide by all EMC’s policies applicable to me including the Appropriate Use of Information Technology Systems Infrastructure Resources, the Business Conduct Guidelines for Contractors and Anti-Harassment Policies for

Contractors. I understand that EMC policies may be found on EMC's intranet website called Channel EMC; I also understand that I may ask Company to provide copies to me.

7. I agree that during my work pursuant to the Assignment all confidential, proprietary or other trade secret information and all other discoveries, inventions, processes, methods and improvements, conceived, developed, or otherwise made by me, alone or with others, and in any way relating to the EMC's present or planned business or products, whether or not patentable or subject to copyright protection and whether or not reduced to tangible form or reduced to practice ("Developments") shall be the sole property of EMC. I agree to disclose all Developments, fully and in writing to EMC promptly after development of the same, and at any time upon request. I agree to, and hereby do, assign to EMC all my right, title and interest throughout the world in and to all Developments. I agree that all Developments shall constitute "Works for Hire" (as such are defined under the U.S. Copyright Laws) and hereby assign to EMC all copyrights, patents and other proprietary rights I may have in any Developments without any obligation on the part of EMC to pay royalties or any other consideration to me in respect of such Developments. I agree to assist EMC to obtain and maintain for itself such rights. I understand and agree that EMC shall have a royalty-free and unrestricted right to use and disclose, to any third party, any and all unpatented information, know-how, inventions, discoveries, and ideas which I disclose to EMC in connection with the work that I perform under the Assignment. My obligations under this paragraph shall survive beyond the end of my Assignment at EMC for a period of three years (or longer if set forth in a separate agreement).

8. I agree during my assignment at EMC and for a period of six (6) months (or if assigned to EMC for less than 6 months, for a period equal to the length of time I was assigned to EMC) following the end of my assignment with EMC for any reason, I will not: (a) directly or indirectly solicit, or attempt to solicit, the business of any person or entity that is either a customer or a potential customer of EMC, to which I, directly or indirectly, attempted to or did, sell or provide any product or service on behalf of EMC, or about which I obtained any Confidential Information, during the time I was assigned to EMC; (b) provide consulting or other services of the same or similar type I provided while assigned to EMC to any customer of EMC for whom I provided services during the time I was assigned to EMC; and/or (c) directly or indirectly solicit, or attempt to solicit, any person who is an employee, consultant or contractor of EMC to terminate, alter or modify such person's working relationship with EMC.

9. I agree that the terms of this Agreement for Personnel are reasonable and properly required for the adequate protection of EMC's legitimate business interests. I agree that in the event that any of the provisions of this Agreement for Personnel are determined by a court of competent jurisdiction to be unenforceable, then such court may modify any of such provisions so as to permit enforcement thereof to the maximum extent permissible. Further, I agree that any finding by a court of competent jurisdiction that any provision of this Agreement for Personnel is unenforceable as written shall have no effect upon any other provisions.

10. I agree that any breach of Paragraphs 5, 7, or 8 of this Agreement for Personnel will cause immediate and irreparable harm to EMC not compensable by monetary damages and that the Company and/or EMC will be entitled to obtain injunctive relief to enforce the terms of this Agreement for Personnel, without having to prove or show any actual damage to the Company and/or EMC.

11. No failure or delay by the Company or EMC to insist upon strict compliance with any of the terms herein will operate as a waiver of such terms. A waiver or consent given by the Company or EMC on any one occasion is effective only in that instance.

12. This Agreement for Personnel does not create any obligation on the Company or any other person or entity to continue my Assignment.

13. The appropriate choice of law shall be the laws of the state in which you performed the services that are the subject of a dispute.

ACKNOWLEDGED AND ACCEPTED:

By: _____
(Signature of Person to be assigned to EMC)

Name: _____ Date: _____
(Typed or printed)