



CONSULTING AGREEMENT

Agreement No. 2000398

Agreement dated 3/28/2000 by and between UserEdge Technical Personnel. ("USEREDGE") and CONSULTANT'S CO., Tax ID No.99-9999999, including individually and collectively, the employees, agents, officers and principals thereof ("the Provider").

WHEREAS, USEREDGE desires to engage Provider to provide the services, including those described in Exhibit A, (the "Services") of its consultant NAME (the "Consultant") for THE CLIENT COMPANY, located at CLIENT'S ADDRESS, on behalf of itself and its affiliates and subsidiaries (the "Customer") on a non-exclusive subcontract basis, and Provider and Consultant desire to be so engaged.

NOW, THEREFORE, the parties agree as follows:

1. PROVISION OF SERVICES - Provider shall provide the Services of Consultant to USEREDGE for a period of commencing START DATE unless (i) either party terminates this Agreement and Consultant's engagement upon 2 week's prior notice without cause or (ii) USEREDGE terminates this Agreement and Consultant's engagement at any time without prior notice for cause. While performing the Services for the Customer, Consultant 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 Provider at an agreed upon rate of \$RATE per hour based upon 40 hours of actual work each workweek; provided, however, the Consultant will not work in excess of 48 hours in any workweek without USEREDGE's prior written authorization. Upon receipt of such written authorization, Consultant 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 Consultant provide Services, then Consultant 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 Consultant has worked under this Agreement, Provider shall bill USEREDGE for the services performed and shall provide USEREDGE with completed timesheets, which set forth the daily hours worked by Consultant 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") and shall be signed by Consultant and approved for payment by THE CUSTOMER.

- c. USEREDGE shall pay Provider 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 Consultant and approved by THE CLIENT. If THE CLIENT will not sign, USEREDGE shall withhold payment to Provider until the issue is resolved.

3. INDEPENDENT CONTRACTOR - Provider acknowledges that Provider is an independent contractor and represents and agrees that Provider:

- a. Is not under the direction and control of USEREDGE, and that Provider determines how the work is to be performed. USEREDGE has engaged Provider because of its expertise and USEREDGE shall not provide technical or other training to Provider or Consultant. Consultant will generally determine the method, details and means of performing the Services. USEREDGE shall not control or have the right to control the exact manner or determine the precise method of accomplishing the Services. However, USEREDGE shall be entitled to exercise a broad, general right of supervision and control over the results of the Services performed by Consultant to ensure the timely and satisfactory performance of the Services. This power of supervision shall include the right to inspect, stop work, make suggestions or recommendations as to the details of work, and make modifications to the scope of the Services.
- b. Will provide all material, supplies and equipment that are necessary in order to perform the services rendered.
- c. Has established a company and can produce evidence that Provider and its owner(s) have made an investment in that company.
- d. Has business stationary, which includes letterhead, invoices and business cards, and that Provider has a telephone number listed for the business.
- e. Have other clients that Provider performs services for and that USEREDGE is not their only client.
- f. Has an office from which services are performed.
- g. Shall be solely responsible for paying the salary and expenses of the Consultant, and withholding and paying all necessary Federal (including but not limited to, FICA, MC, FITW and FUTA), State (including but not limited to, SUI, SDI and SITW), and Local taxes, tax-related payments, and any other liabilities due and owing to any government entity in connection with the performance of its services hereunder.
- h. Shall indemnify and hold USEREDGE harmless against any damages or expenses (including interest, penalties and reasonable attorneys' fees and disbursements) incurred by USEREDGE as a result of any claim or determination by any taxing authority or otherwise that Provider is not an independent contractor of USEREDGE hereunder, that portions of any amounts paid or payable to Provider hereunder were subject to withholding or other taxes and/or based on Provider 's failure to withhold and remit any taxes or tax related payments.
- i. Will be receiving a form 1099 at the end of each calendar year.
- j. Consultant is not eligible for, nor shall either of them participate in, any employer pension, health, or other fringe benefit plan available to employees of USEREDGE, because Provider is engaged in its own independent business.

- k. Shall comply with workers' compensation insurance law governing Provider. No workers' compensation insurance shall be obtained by USEREDGE concerning Provider or Consultant.
- l. Certifies that Provider and Consultant has met the above criteria and agrees that if the Internal Revenue Service or any State Agency audits USEREDGE and determines that Provider and/or Consultant is an employee rather than an Independent Contractor, then Provider and Consultant will fully reimburse USEREDGE for all taxes, interest and penalties that have been assessed against USEREDGE on their behalf.
- m. Agrees that nothing contained in this agreement shall be construed or to constitute that Provider or Consultant is a partner, employee or agent of USEREDGE, nor shall either party have any authority to bind the other in any respect, it being intended that each party shall remain independently responsible for its own actions.

4. COMPLIANCE WITH LAW - Provider shall comply with all applicable federal, state and local laws in the performance of the Services under this Agreement including, but not limited to, the Fair Labor Standards Act and the Immigration Reform and Control Act of 1986.

5. INDEMNIFY AND HOLD HARMLESS - Provider 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 Provider under this Agreement.

6. NO CONFLICT - Provider represents to USEREDGE that (i) entering into and performing this Agreement does not violate any duty owing by Provider or the Consultant to any third party, and does not constitute a breach of or default under any agreement between Provider or the Consultant and any third party, (ii) Consultant shall comply with all laws, regulations, rules, and/or third party rights in the performance of the Services, (iii) Consultant 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 Consultant has a right to use for the purpose for which it shall be used in the engagement.

7. INSURANCE - At all times during the term of this Agreement, Provider shall maintain, in effect, \$1 million dollars of comprehensive general liability insurance and shall name USEREDGE as an additional named insured. Provider shall provide USEREDGE with a copy of the policies and certificate of insurance at USEREDGE's request. The certificate of insurance shall expressly provide that USEREDGE shall be given at least 30 day's prior written notice of any cancellation or material alterations to such insurance coverage.

8. 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 Consultant 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 CUSTOMER, 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, Consultant 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 Consultant'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.

9. CONFIDENTIALITY - All information which is obtained by Provider and/or Consultant 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 Consultant shall not, at any time during or after such engagement, use or disclose such Confidential Information or the nature of the Services the Consultant renders to the Customer, except to authorized representatives of USEREDGE or the Customer or as required in the performance of the Services. The Consultant and Provider shall return all Customer documents, in whatever medium they are contained, to USEREDGE and/or the Customer, as directed by USEREDGE, when the Consultant'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.

10. COVENANT NOT TO COMPETE -

- a. During the time that Provider and the Consultant are providing the Services to Customer, Consultant shall not, directly or indirectly, engage in or provide services competitive to the Customer. Neither Provider nor Consultant 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, Consultant 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 Provider's and Consultant's engagement through USEREDGE and for a period of one (1) year thereafter, neither Provider nor the Consultant shall not, directly or indirectly, provide services to or accept employment with the Customer without USEREDGE's written consent.
- c. Neither Provider nor Consultant shall solicit, hire, contract with, or engage any of USEREDGE's other Consultants, personnel or the Customer during the term of this Agreement and for a period of one (1) year thereafter without USEREDGE's written consent.
- d. If Provider and/or Consultant 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 13 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 Provider and/or Consultant, the Provider and Consultant shall reimburse USEREDGE for the reasonable

cost of all attorneys' fees and other costs incurred by USEREDGE to enforce its rights hereunder.

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

12. NO ASSIGNMENT – Neither Provider nor Consultant 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.

13. INJUNCTIVE RELIEF - In the event of a breach or threatened breach by Provider or Consultant of this Agreement, including, without limitation, their respective obligations set forth in paragraphs 8, 9, and 10 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.

14. 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.

15. 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, Officer President	Title

	Signature
	Consultant

	John Smith

EXHIBIT A

1. Consultant, NAME, 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.