

**CONFIDENTIALITY AND NON-COMPETE AGREEMENT**

This agreement entered into on \_\_\_\_\_, between Sarian Solutions, Inc. (Company) (Fed. ID: 20-0236190) principal place of business at 201 Quail Creek, Princeton, NJ 08540 and \_\_\_\_\_ (Contractor) (Fed. ID: \_\_\_\_\_) with principal place of business at \_\_\_\_\_.

In consideration of the promises and mutual covenants & obligations hereinafter set forth, the parties hereto agree as follows.

1. CONTRACTOR agrees that for a period of one year from the date of signing of this agreement, the CONTRACTOR including its branches, its affiliates and associates will not solicit or accept business or accept employment from the client(s) or the client(s) of the client(s) (together called "Clients" hereafter) introduced by COMPANY whether it be for compensation or not, or assist any person or entity to provide and/or offer to provide any services to the Clients, other than through COMPANY, unless the CONTRACTOR has an agreement with the Clients, executed prior to the date of this Agreement and provides proof thereof to the COMPANY.
2. The CONTRACTOR shall not use or disclose to anyone any confidential information regarding the Clients, learned during discussions prior to and/or during the performance of services, without written permission, or, until such information becomes a matter of general knowledge.
3. The CONTRACTOR shall present only its legal full time employees (hereafter called "Candidates") to COMPANY and shall provide proof thereof to COMPANY & vice-versa. CONTRACTOR further agrees that its employee or consultant will be available for 48 hours after the interview with Company's client and will report to the project if confirmed by the company in 48 hours.
4. The COMPANY and CONTRACTOR will sign a fully executed Master Contract Agreement and statement of work after the selection of Candidate(s) by the Company's client.
6. Any breach of any provision of this Agreement by either party and/or its personnel entitles the other party to recover from the breaching party, damages and injunctive relief. If any party is successful in recovering damages or obtaining injunctive relief, it is agreed that the breaching party shall be responsible for paying all of the prevailing party's expenses in seeking such relief, including all costs of bringing suit and all reasonable attorneys' fees.
7. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey and only the courts located within New Jersey shall have jurisdiction to adjudicate any dispute or litigation arising between the COMPANY and CONTRACTOR.

**Sarian Solutions, Inc.** \_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
Signature of the authorized official

\_\_\_\_\_  
Signature of the authorized official

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title