

CONSULTING FIRM'S EMPLOYEE CONSENT

In accordance with the Sub-Contractor Agreement signed between Sarian Solutions, Inc ("Company") and _____ ("Consulting Firm") on _____, under which Consulting Firm has agreed to provide services to the Client. I, _____ ("Consultant"), reside at _____ with SS#: _____, as an Employee of Consulting Firm, agrees as follows:

1. **Fees for use of Company clients and/or employees/consultants:** During the term of this Agreement and any renewals thereof, and for one year after the expiration of the initial and renewal periods, Consultant agrees that he/she (or their employer) will pay a finder's fee to Company if (a) he/she within a restricted area retains or attempts to retain, directly or indirectly, for himself/herself or for another party, the services of another one of Company's employees, contractors, or consultants to which Consultant has been introduced or has received information about through Company or through any client for which Consultant has performed services or to which Consultant was introduced under the Agreement between Company and Consulting Firm or as the result of discussions between Company and Consulting Firm; and (b) such Consulting Firm's Contractor or employee is retained in any capacity whatsoever, including as a employee, contractor, or consultant. The "restricted area" referred to above is any client location where Consultant provided services or was offered an opportunity to provide services for Company's client under this Agreement. For the purposes of the above, the term "client" includes any affiliates, customers and clients of the client. The parties agree that the finder's fee shall be paid immediately upon commencement of the services and shall be 50% of the annualized compensation rate for any Company employee, contractor, or consultant retained by the Consulting Firm or Consultant. This provision may be waived only on a case-by-case basis in writing by an executive of Company, in its sole discretion, prior to Consultant taking the action for which waiver is sought.
2. **Non-Competition and Non-Solicitation:** During the term of this Agreement and any renewals thereof, and for one year after the expiration of the initial and renewal periods, Consultant agrees that he/she will not, within the restricted area, as defined in the preceding paragraph, provide or attempt to provide (or advise others of the opportunity to provide), directly or indirectly, any services to any client to which Consultant has been introduced or about which Consultant has received information through Company or through any client for which Consultant has performed services or to which Consultant was introduced under this Agreement.
3. **Representation:** The Consultant warrant that all the information provided by him/her on the Resume and qualifications of the Consultant and representations/information provided about the Consultant are accurate and factual, and that there is no mis-representation in this regard. The Consultant guarantees that no one else but the Consultant whose resume was submitted to COMPANY will undertake the interview(s) with the COMPANY and/or CUSTOMER(s), and that the Consultant will be the person who will, subject to confirmation by

COMPANY/CUSTOMER(s), make himself/herself available at the CUSTOMER's site. Any misrepresentation by the Consultant will be a very serious breach of this Clause will potentially cause severe damage to the COMPANY-CUSTOMER relationship. The COMPANY will have the right to initiate legal action against the Consultant for breach of the Agreement. The Consultant will not withdraw from the CUSTOMER site for any reason whatsoever without the written consent of the COMPANY.

4. **Confidentiality:** Consultant will not disclose to any third party, without the prior written consent of Company or client, any information relating to the business of Company, the client, the customers and clients of the client, or other Company employees or consultants, if such information could reasonably be construed as confidential and was obtained in the course of Consultant's providing services to client, interviewing with Company or client, or contracting with Contractor. Consultant further agrees that the Consulting firm's name and consultant's employment relationship with the consulting firm, billing rates and personal earnings from the consulting firm will not be disclosed to the client, client's client or any co-workers at client under any circumstances without express written approval of the Company. The Consultant understands that he/she will direct all inquiries and issues not relating to his/her duties at the CUSTOMER's site to the COMPANY and NOT to the CUSTOMER.
5. **Indemnification:** Consultant agrees to indemnify and hold harmless Company for any and all loss, costs and other liability incurred or threatened related to violations of the obligations set forth in this agreement.
6. **Breach:** Any breach of any provision of this Agreement by Consultant entitles Company to recover from Consultant (or their employer) damages and injunctive relief. Consultant agrees that because monetary damages are likely to be inadequate, Company shall be entitled to temporary injunctive relief (by proving to a court a likelihood of breach by Consultant) and to permanent injunctive relief (by proving to a court of such breach).

As an employee of Consulting Firm who will work on this project, I have been informed by Consulting Firm and understand my obligations under this Agreement:

Signature:

Name:

Date:

Place: