

CONFIDENTIAL MATERIAL AGREEMENT

AGREEMENT made this ____ day of _____ 20____, by and between TRISHUL CONSULTANCY LLC dba Trishul Staffing, a New Jersey Limited Liability Company, having its principal place of business at 8 Quakerbridge plaza, Suite H, Hamilton, NJ 08619, thereafter called "TRISHUL", and an employee _____ residing at _____ City _____ State _____ Zip _____. Thereafter referred to as the "EMPLOYEE"

WHEREAS TRISHUL is a private company with offices, divisions, mentor membership programs, and branches throughout the New Jersey State.

WHEREAS EMPLOYEE has been offered appointment to a position with TRISHUL and/or its clients and desires to accept such appointment.

WHEREAS as the result of the appointment, TRISHUL shall make the EMPLOYEE privy to certain valuable and highly confidential information and material: and

WHEREAS the EMPLOYEE in consideration of the appointment does hereby induce TRISHUL to disclose such confidential information in connection with the EMPLOYEE'S position.

Now, therefore, in consideration of the mutual covenants and conditions hereinafter set forth, the parties do hereby agree as follows:

(1) TRISHUL shall make available to the EMPLOYEE such confidential material and information belonging to TRISHUL as TRISHUL in its sole discretion determines necessary for the EMPLOYEE to know.

(2) The EMPLOYEE does hereby recognize and acknowledge that through his/her association with TRISHUL and/or its affiliates and or its licensees the EMPLOYEE will have access to certain valuable and highly confidential information belonging to TRISHUL, including by way of example but not limited to specialized business techniques, national account lists, customer lists, EMPLOYEE lists, procedural manuals, training manuals and testing procedures.

(3) The EMPLOYEE recognizes and acknowledges that the confidential information and material belonging to TRISHUL was acquired only after considerable expense, time and energy and that such information and material is unique and constitutes valuable trade and business secrets and special assets of above companies.

(4) The EMPLOYEE does hereby agree that in consideration of the disclosures to be made to him/her of such information and material the EMPLOYEE shall not, during the term of employment or at any time, thereafter, disclose said information and material to any person, firm or entity unless directed in writing by TRISHUL to do so.

(5) The EMPLOYEE recognizes and acknowledges that the business of TRISHUL is built upon and dependent upon the confidence of the clients of TRISHUL and that all goodwill arising out of the EMPLOYEES acquaintances with the clients shall be the sole and exclusive property of TRISHUL.

(6) The EMPLOYEE does further covenant that upon termination of employment with TRISHUL, whether such employment shall be terminated by TRISHUL and/or affiliates or the EMPLOYEE, the EMPLOYEE shall immediately deliver to TRISHUL or its designated representative all correspondence, contracts, reports, price lists, manuals, mailing lists, customer lists, advertising materials, application cards, petty cash, checks, supplies (the foregoing by way of example and not by limitation), and all other material and records and monies of any kind that may be in the possession or control of the EMPLOYEE which belong to TRISHUL or were created or devised pursuant to or in the course of TRISHUL's business.

(7) The foregoing considered, the EMPLOYEE does hereby covenant and agree that the EMPLOYEE will not at any time during his/her employment or at any time thereafter divulge or utilize the confidential information and material

belonging to TRISHUL unless directed in writing by TRISHUL to do so. The EMPLOYEE recognizes that irreparable damage would result to TRISHUL in the event of a breach of any covenant or condition contained herein and the EMPLOYEE does therefore agree that in the event of any such breach TRISHUL shall be entitled in addition to all other legal and equitable damages and remedies available to an INJUNCTION TO RESTRAIN ANY VIOLATION OR BREACH OF THIS AGREEMENT.

(8) The foregoing considered the EMPLOYEE agrees and covenants:

(a) During a period of nine (9) months following termination of employment the EMPLOYEE shall not, within a radius of ten (10) miles of the last TRISHUL office (or offices in the case of a Regional Manager) which the EMPLOYEE has supervised or managed or in which the EMPLOYEE was employed, directly or indirectly, own, manage, operate, control, be employed by, participate in or be connected in any manner with the ownership, management, operation or control of any business similar to the type of business conducted by TRISHUL and/or affiliates: and

(b) During a period of one (1) year following employment by TRISHUL and/or affiliates the EMPLOYEE shall not, solicit any client of TRISHUL on behalf of any competitor or potential competitor of TRISHUL or divulge the names of such clients.

(9) TRISHUL shall have complete title to, and EMPLOYEE shall not be entitled to any compensation from TRISHUL for:

(a) any invention or improvement, whether or not patentable, relating in any way to the business of TRISHUL or the services, materials, procedures or methods of TRISHUL that the EMPLOYEE makes or reduces to practice while employed by TRISHUL: or

(b) any idea, information, or conception (whether or not confidential information and material) that the EMPLOYEE devises for or suggests for use by TRISHUL while employed by TRISHUL.

(10) The parties agree and acknowledge that TRISHUL and/or affiliates shall be entitled to injunctive relief in the event of the breach of any covenant contained in this agreement, as well as any and all other legal or equitable remedies and damages, to restrain the violation thereof by the EMPLOYEE and all other persons acting for or with the EMPLOYEE.

(11) The parties agree and acknowledge that the appointment by TRISHUL and/or affiliates of the EMPLOYEE and the continuing disclosure of confidential information to the EMPLOYEE is adequate consideration for these covenants and that the EMPLOYEE had induced TRISHUL to disclose such information by giving such covenants.

The running of the time of the covenants contained herein shall cease to run during any violation of any such covenants.

If a covenant set forth herein is determined to be too broad to be enforceable at law, then the area and/or length of time shall be reduced to such area and time as shall be enforceable.

The covenants contained herein shall be severable and in the event any such covenant or portion thereof shall be held invalid or unenforceable such invalidity or unenforceability shall not impair the remaining provisions thereof.

(12) Policies, the EMPLOYEE has read and agrees to abide by the TRISHUL and/or affiliates policies regarding equal employment opportunity and conflicts of interest. Any failure to comply with said policies is recognized and cause for immediate termination.

In Witness Whereof, the parties have duly signed this agreement on the day and dates as set forth heretofore.

Name of EMPLOYEE: _____

Signature: _____

Date: _____