

CONSULTANT EMPLOYMENT AGREEMENT

This Agreement made effective this _____, 2012, by and between Datamart Systems, Inc, a Delaware corporation (hereinafter referred to as "Employer") and _____ [Name of Employee] (hereinafter referred to as "Employee").

WHEREAS, Employer is in the business of locating technical consultant job assignments and providing consulting services in accordance with the needs of its customer clients (hereinafter referred to as "Clients") throughout the United States; and

WHEREAS, Employee desires to be employed by Employer, in the capacity of technical consultant on Employer's professional staff, reporting to Employer's executive and management personnel, and performing work on Client projects as assigned by Employer, and Employer desires to employ Employee in that capacity; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

- 1. SCOPE OF DUTIES.** Employer employs Employee and Employee accepts employment upon the terms and conditions set forth in this Agreement. Employee shall perform such computer programming, software development, systems analysis, professional engineering, consulting, technical writing or other specialized technical services, as he/she is directed to perform by Employer's management for Employer's Clients. Employee represents that, in the performance of his/her services for Employer's Clients, he/she will regularly and typically exercise sound discretion and independent judgment with respect to the significant matters entrusted to him/her.
- 2. TERM.** Employee's employment will commence on the _____, 2012 and shall continue in effect unless and until such employment is terminated by Employer or Employee in accordance with the provisions of paragraph 12 or 17. Employee agrees that, in the event that Employer's Client for which Employee is scheduled to perform services informs Employer, prior to the above-stated date on which Employee's services are scheduled to commence, that the commencement date is being postponed, then Employer will inform Employee immediately and Employee agrees that he/she will commence performing services on the revised commencement date as determined by the Client. Further, if Client cancels the proposed assignment before it commences, no employment relationship with Employer will occur. No payment will be made to Employee for any period before Employee actually begins performing services under an employment relationship with Employer on assignment to Client, and Employee agrees that Employer shall have no liability to Employee in the case of such postponement or cancellation by Client.
- 3. COMPENSATION, TIME RECORDS, DEDUCTIONS.** Employer agrees to pay Employee in accordance with the compensation plan attached to this Agreement as Exhibit A and made a part hereof, provided, however, the compensation plan may be changed prospectively by Employer as stated in the last four sentences of this paragraph 3. For each assignment Employee will record on Employer's prescribed time record or on an alternative time record system approved in writing by Employer in regard to a particular client (e.g., an electronic time entry system), and in accordance with any procedures established by Employer, all of Employee's hours worked on each day. Prior to submitting any such time record to Employer, Employee shall obtain on each time record Client's signature confirming and approving the hours worked by the Employee, unless Employer has approved in writing in advance the submission of alternative time records not signed by a particular Client. Employee agrees that such Client-approved time record or alternative time record shall be conclusive as to maximum time worked each day and week by Employee and Employee will not claim to have worked more hours than recorded. Employee further agrees that he/she is responsible for ensuring that such time record for each pay period (including Client signature where required) is received by Employer in accordance with the time deadline and instructions issued by Employer in regard to that Client, and that without such record Employer may conclude at such time that Employee did not perform any work during a week for which no time record is submitted. Employee recognizes that Employer may elect to modify or supplement these procedures, orally or in writing, and Employee agrees to be bound by any such future modifications or additions of which he/she is advised. Employer shall deduct amounts from Employee's compensation only as authorized by applicable law, including amounts attributable to all applicable income tax withholding and Federal Insurance Corporation Act ("FICA") tax withholding. Employee's compensation may be changed prospectively in accordance with law from time to time after notice from the Company to Employee (such compensation may increase or decrease, and may be based upon changes in Employer's bill rate to the Client or other considerations). In the event that such compensation is changed prospectively by such notice, whether it is increased or decreased, the change shall take effect and this Agreement shall remain in effect unless Employee or the Company terminates employment as set forth in paragraph 12 or 17 below. For so long as Employee continues to work after notice from Employer of changed compensation, whether or not Employee has given notice of resignation, then such continuation of employment shall constitute an agreement to accept the changed compensation. Employee recognizes that, over time, there may be multiple prospective changes in compensation pursuant to these procedures.

4. **BENEFITS.** Employer shall pay such employment taxes as may be required by law to provide Employee with any benefits to which Employee may be entitled under federal and state unemployment law and under state workers' compensation insurance law. **EXCEPT TO THE EXTENT SET FORTH IN EXHIBIT A AS IT RELATES TO BENEFITS FROM EMPLOYER, EMPLOYEE AGREES THAT HE/SHE SHALL BE ENTITLED TO NO OTHER BENEFITS OF ANY KIND EITHER FROM EMPLOYER OR FROM CLIENT FOR WHICH EMPLOYEE PERFORMS SERVICES, THAT HE/SHE HAS NEGOTIATED HIS/HER COMPENSATION WITH FULL KNOWLEDGE THEREOF, AND THAT HE/SHE WILL NOT MAKE A CLAIM TO AND HEREBY WAIVES ANY OTHER BENEFITS THAT EMPLOYER MAY PROVIDE OR THAT CLIENT MAY PROVIDE.**
5. **HOURS.** Subject to the provisions in Exhibit A, which is attached to this Agreement, while performing work at Client's site Employee shall work the hours established by Employer.
6. **EXCLUSIVITY.** Employee hereby agrees that during the term of this Agreement he/she shall provide full-time service and shall refrain from performing services for others to the extent required by Employer.
7. **NON-PERFORMANCE OF SERVICES AND NON-RECRUITMENT.**
- A. To protect the confidential information and materials being provided to Employee in order to better enable Employee to perform his/her current or future services for Employer's Client, as further set forth in paragraph 13 below, and to assure that Employee honors his/her duty of loyalty to Employer, then during the term of this Agreement and for one year after the termination of Employee's employment relationship with Employer, regardless of any reason or no reason given for such termination, and whether such termination was by Employer or Employee, and whether such termination with or without cause, Employee agrees that Employee will not do any of the following, directly or indirectly, as a principal, employer, stockholder, partner, other equity owner, officer, director, agent, consultant, independent contractor, or employee:
1. Within the Restricted Territory, as defined in subparagraph A.4 below in this paragraph 7, Employee will not provide or attempt to provide any services of the type set forth in paragraph 1 of this Agreement (regardless of whether and how such services are to be compensated, whether on a salaried, time-and-materials, contingent compensation, lump sum or other basis) to or for the benefit of any Client if, at any time during the 12 months prior to the termination of Employee's employment with Employer
 - (a) Employee provided technical services to such Client on behalf of Employer, or
 - (b) Employee was provided with such confidential information and materials in connection with preparation for a specific potential technical consulting or employment opportunity with such Client, and
 - (i) in regard to such specific potential technical opportunity or a related potential technical opportunity with such Client, either Employer introduced Employee to such Client or Employer otherwise facilitated any contact between Employee and such Client, or
 - (ii) any of such confidential information and materials will be or was used by Employee in pursuing or accepting such specific technical opportunity or a related potential technical opportunity
 2. Within the continental United States, Employee will not retain or attempt to retain, for him/herself or any other party, the services of any person, including any of Employer's employees, who was providing services to or on behalf of Employer while Employee was employed by Employer at any time during the 12 months prior to the termination of Employee's employment, if during such 12 months
 - (a) Employee worked with, or became introduced to, such person through working for Employer or for any Client for whom Employee provided services on behalf of Employer, or
 - (b) Employee received confidential information and materials about such person through working for Employer.
 3. The term "confidential information and materials" used in this paragraph 7 has the same meaning set forth in paragraph 13 below.
 4. The term "Restricted Territory" used in this paragraph 7 is composed of the following geographic areas: Within 60 miles of the Client location(s) (a) at which Employee, on behalf of Employer, either performed services and/or (b) for which Employee was advised by Employer or by the Client about a specific potential technical consulting or employment opportunity for the Client.
- B. Employee will notify Employer immediately, in writing, in the event any person communicates with Employee about performing services for any Client in a situation that would be covered by any provision contained under subparagraph A.1 above in this paragraph 7. The term "communicates with" includes, but is not limited to, any contact with or approach by an employee or agent of such Client or of another person (including any staffing firm) during which any inquiry is made

concerning Employee's interest in performing such services for the Client, or during which any request is made that Employee submit a resume or employment application regarding the performance of such services for the Client, or during which there is a discussion of proposed terms and conditions for the performance of such services for the Client, or during which any offer is made to retain Employee to perform such services for the Client.

- C. For purposes of this paragraph 7, the term "Client" includes any affiliates, customers and clients of Employer's Clients (for example, if ABC is Employer's Client, but the technical services being performed by Employee for ABC are actually being performed for X Corporation at times on the premises of X Corporation, which is ABC's customer, then X Corporation is also a Client for purposes of this paragraph 7).
 - D. Each provision of this paragraph 7 shall be construed as agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action by Employee against Employer, whether based on this Agreement or otherwise, shall not constitute a defense to the enforcement by Employer of any provision in this paragraph 7.
 - E. Employer and Employee have attempted in good faith to restrict Employee's activities only to the extent necessary to protect Employer as set forth above. They recognize, however, that reasonable people may differ in making such a determination. Consequently, Employer and Employee agree that if the scope or enforceability of any of the above restrictions is in any way disputed at any time, it would be unfair to claim and no claim will be made that the restrictions are void in their entirety, and instead a court, arbitrator, or other trier of fact may modify (through deletion and/or revision or reformation) and enforce the restrictions, including but not limited to duration, geographical scope, and duties, to the maximum extent that it believes to be reasonable under the circumstances existing at that time. If a court or arbitrator itself will not revise the restrictions deemed unreasonable, Employer and Employee agree that immediately upon identification by the court or arbitrator of those unreasonable provisions, they will reform the Agreement by deleting or revising those provisions and will agree to the enforcement of this Agreement as reformed by them.
8. REIMBURSEMENT OF EXPENSES. Employer shall reimburse Employee only for those necessary and ordinary expenses approved by Employer, in writing, in advance, but such reimbursement shall not occur until after Employee submits to the satisfaction of Employer an itemized accounting of expenses and any supporting documentation as may be requested. In the event that Employer reimburses or otherwise pays Employee for any job relocation expenses incurred by Employee in accepting employment with Employer or relocating from one assignment to another, then Employee will immediately refund to Employer upon Employer's request the pro rata amount of any such expenses if Employee leaves his/her employment with Employer within 18 months of the reimbursement or payment of such expenses by Employer. In addition, if Employer reimburses or otherwise pays Employee for any visa-related expenses or green card-related expenses (such as, but not limited to, expenses for the benefit of Employee like certain processing fees, or transportation, housing and food expenses), then Employee will immediately refund to Employer upon Employer's request the pro rata amount of such expenses that Employer is permitted to recover by law as liquidated damages or otherwise if Employee leaves his/her employment within 18 months of the reimbursement or payment of such expenses by Employer. The above pro rations of expenses shall be made by dividing the total amount reimbursed and otherwise paid by Employer into 36 equal bi-monthly periods, and the amount to be refunded by Employee shall be the prorated amount attributed to each full bi-monthly period after Employee's employment has ceased.
9. DIRECTION, EMPLOYMENT STATUS AND TESTING. Employee agrees to adhere to all applicable policies, procedures and rules of Employer and, to the extent directed by Employer, to adhere to those of others. Although Employee may work as required by Employer on a Client project and at such locations as Employer directs, he/she agrees that Employer exercises primary direction and control over Employee and has the right to direct Employee as to when, where and how Employee is to perform the work, and that Employee works in the name of Employer. Employer has the right to instruct Employee as to which tools and technology Employee will use on the job and the right to require that Employee perform the work in the order or sequence directed by Employer. Employer has the right to require Employee's attendance at meetings at Employer's or any other premises. Employee's performance is subject to the review and approval of Employer. **EMPLOYEE AGREES THAT HE/SHE IS SOLELY AN EMPLOYEE OF EMPLOYER AND EMPLOYEE IS NOT, FOR ANY PURPOSES WHATSOEVER (INCLUDING BUT NOT LIMITED TO ANY BENEFITS, GUARANTEES OR RIGHTS), AN EMPLOYEE OF CLIENT FOR WHICH HE/SHE IS PERFORMING SERVICES, NOR WILL EMPLOYEE MAKE ANY CLAIM TO THE CONTRARY TO BE AN EMPLOYEE OF CLIENT OR TO BE ENTITLED TO ANY BENEFITS, GUARANTEES OR RIGHTS THAT CLIENT PROVIDES OR IS REQUIRED TO PROVIDE TO ITS EMPLOYEES. TO THE EXTENT ANY DETERMINATION IS MADE THAT EMPLOYEE IS AN EMPLOYEE OF CLIENT OR IS OTHERWISE ENTITLED TO SUCH BENEFITS, GUARANTEES OR RIGHTS, EMPLOYEE HEREBY KNOWINGLY AND VOLUNTARILY WAIVES THE SAME TO THE FULL EXTENT PERMITTED BY LAW.** Further, Employee agrees to submit to any screening test, skills testing, background check and drug test required by Employer and as permitted by law, the results of which may affect commencement or continuation of employment.

10. REPORTS. Upon request of Employer, Employee shall provide Employer with reports of progress or major developments on Client projects, on the time record Employee submits pursuant to paragraph 3 above or as otherwise requested by Employer.
11. EMPLOYEE REFERRALS. In the course of performing work for Client, if Employee becomes aware of the potential opportunity for Employer to provide additional personnel to Client, Employee will notify Employer.
12. DISCHARGE. Employer may terminate Employee's employment at any time, with or without cause, and with or without prior notice, and nothing in this Agreement shall be deemed to restrict Employer from taking such action.
13. CONFIDENTIALITY AND GOODWILL. In connection with and in consideration of Employee's employment by Employer, Employer has disclosed and/or will disclose to Employee, and Employee acknowledges that he/she has received and/or will receive from Employer, confidential information and materials regarding Employer and its Clients and that his/her receipt thereof is solely for the purpose of assisting him/her in better performing his/her duties as an employee of Employer under this Agreement. Such confidential information and materials are and remain the property of Employer and its Clients respectively. Employee further acknowledges that the goodwill associated with the performance of his/her services for a Client is the property of Employer that may be used solely for the benefit of Employer and such goodwill has resulted in part from Employer's protection and careful use of its confidential information and materials. As used in this Agreement, the phrase "confidential information and materials" means all proprietary information belonging to Employer or Employer's Clients, not generally known by the public, and relating to their respective services and products, customers, business methods, strategies and practices, internal operations, pricing and billing, financial data, costs, personnel information (including but not limited to names of co-workers and their educational background, prior experience, terms of employment or engagement, roles in regard to providing services to Employer and/or its Clients, and availability), Client and supplier contacts and needs (including Employer's compilation and analysis of past, current and future Client needs, buying habits and preferences, technical infrastructure, work environments and concerns, and important personnel as relate to the technical services provided and/or to be provided to the Client by Employer and by its competitors, as well as Client feedback to Employer regarding Employee's services), sales lists, technology, software, computer programs and systems, inventions, developments, trade secrets of every kind and character, and other information otherwise designated by Employer or any of its Clients as confidential and protected as such under either the law of the state of New York or of the state where Employee has performed services under this Agreement. Employee acknowledges that he/she may use such confidential information and materials, and use the goodwill associated with his/her services that relate to such confidential information and materials, only during his/her term of employment by Employer and solely for the purpose of such employment, and that this right expires upon Employee's discharge or resignation. Employee therefore agrees, both at any time during the term of this Agreement and at any time after its termination, and except as specifically authorized in writing in advance by Employer, that he/she will not misappropriate for him/herself or any other person, the above goodwill of Employer associated with the above confidential information and materials, nor use for his/her own benefit or for the benefit of any other person, or divulge to any person, any such confidential information and materials related to the business of Employer, its Clients, or the Clients' customers, clients and affiliates. Employee agrees to take any and all reasonable actions, including those requested by Employer or Client, to prevent such misappropriation or disclosure and preserve the security of confidential information and materials. Employee further agrees that he/she will not directly or indirectly disclose to any person, including to the Client or to any co-workers either during or after his/her period of employment, Employee's wage rates and terms unless otherwise expressly permitted by law for legally-authorized purposes or permitted by prior written consent of Employer (disclosure to a spouse or financial institution shall be permitted so long as further disclosure by such spouse or institution is prohibited).
14. RETURN OF PROPERTY. Employer directs and Employee agrees that in regard to all keys, pass cards, identification cards, listings, policy and procedure manuals, inventions, records, data, plans, programs, magnetic tapes, card decks, letters, memos or other documents or materials of any nature, including any copies thereof made by or for Employee (collectively, "Property"), that are in Employee's possession or control and that relate to his/her assignment or activities for the Client or employment with Employer, he/she will immediately deliver to Client such Property of Client upon termination of an assignment with Client and to Employer such Property of Employer upon termination of Employment.
15. PROPRIETARY RIGHTS. Employee shall disclose fully and promptly to Employer and to any Client for which Employee has performed work all of the following: any and all inventions, processes, innovations, discoveries, developments, designs, techniques, formulae, improvements, computer programs and other technical materials relating to the business of Employer or Employer's Client which Employee shall discover, conceive, make, generate or reduce to practice, alone or jointly with others, during his/her term of employment with Employer, and resulting from such employment, whether or not they are patentable or copyrightable. Employee hereby agrees to assign to such Client his/her rights and interests in any inventions, processes, innovations, discoveries, and other similar materials, including copyrights to all copyrightable material and all patent rights to all patentable material unless specifically directed otherwise in writing by Employer. No rights shall be reserved to Employee. Employee agrees to execute and transfer at any time, upon Employer's request, any certification, affidavit or other document confirming the Client's ownership rights under this paragraph. Upon request at any time during or after the term of this Agreement, and at the expense of Employer or its Client for whom the work in question was performed, Employee agrees to assist

Employer and Client, including their attorneys, in applications for patents or copyrights relating to such inventions, processes and other materials named in this paragraph. Assistance in preparing and prosecuting such applications shall include assistance regarding litigation, and, upon Employer's or said Client's request, the execution of all papers and performance of all tasks that may reasonably be necessary to protect the rights of Employer or Client and to vest in it or its assigns ownership of the inventions, applications, copyrights and patents herein contemplated. Where Employee is performing the work for Employer and there is no identifiable Client, the term "Client" in this paragraph 15 shall mean "Employer".

16. REPRESENTATIONS AND COOPERATION. Employee warrants that all information provided by Employee (including, but not limited to resume, interview, and references) in consideration for employment by Employer or for assignment to a Client is true to the best of Employee's knowledge. Employee further warrants that he/she is not restricted by, and has no conflict of interest derived from, any employment or other agreement or any other interest or obligation that would interfere with or prohibit his/her performing work as directed under this Agreement for Employer or for any Client or potential Client of Employer, and that he/she shall inform Employer immediately should such a restriction or conflict arise. Both during and after employment, Employee agrees to cooperate fully with any request by Employer for Employee to provide any information, orally and in writing, related to the performance of Employee's services, including but not limited to any information required by Employer to respond to any questions, claims, defenses and the like raised by any person or governmental agency or required by Employer to prepare or file any claims, defenses or the like to be made by Employer, whether during or after employment.
17. RESIGNATION. Employee may resign with or without reason as of a specified date, but in order to assure Client an adequate transition to alternative services, Employee agrees that the specified date of resignation will be at least two weeks after Employer has received written notice from Employee of his/her intention to resign on the specified date, unless Employer agrees in writing to an earlier resignation after consultation with Client. If Employee's specified date of resignation is less than two weeks after Employer's receipt of such written notice and without Employer's written agreement to an earlier resignation, Employee will be liable to Employer for damages in an amount equal to the "daily pay rate" (defined in the next sentence) multiplied by the "notice shortfall period" (defined in the next sentence), but the "notice shortfall period" shall not exceed ten days. The "daily pay rate" is Employee's regular hourly pay rate multiplied by eight (for a salaried employee, this regular hourly pay rate will be calculated based on 40 hours per week), and the "notice shortfall period" is the number of non-holiday weekdays between the date that Employee actually ceased working and the date that is two weeks after Employer's receipt of Employee's written notice of resignation
18. REMEDIES FOR BREACHES. Employee agrees that money damages would be an inadequate remedy for any breach of paragraphs 6, 7, 13, 14, or 15, regarding respectively, exclusivity, non-performance of services/non-recruitment, confidentiality and goodwill, disclosure, return of property and proprietary rights, because damages for such breaches are not susceptible to exact measurement in dollars and that Employer would be irreparably harmed by any such breach. Therefore, Employer shall be entitled to temporary restraining orders, temporary/preliminary injunctions and permanent injunctions to prohibit such breaches. This paragraph in no way limits the remedies Employer has at law or equity for breaches by Employee of any of the paragraphs mentioned in this paragraph or of any other provision of this Agreement.
19. EFFECT OF AGREEMENT. This Agreement shall inure to the benefit of and shall be binding on the parties hereto; the successors, assigns, heirs and personal representatives of Employer; and the heirs and personal representatives of Employee. Employee's rights, obligations and duties under this Agreement shall not be assigned by nor are they assignable by Employee. Termination of employment as provided in paragraphs 12 and 17 shall terminate this Agreement except that paragraphs 7, 8, 13, 14, 15 and 16 shall remain in effect for the periods specified in those paragraphs and Employee's affirmations and waivers in paragraphs 4 and 9 shall remain in effect.
20. NOTICES. Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if it is sent by registered mail, return receipt requested, to the Employee at his residence located at the address below his/her signature or to Employer at its address specified in the opening paragraph of this Agreement. Notwithstanding the foregoing, delivery by hand to Employee or to an executive officer of Employer shall be deemed sufficient for any notices between Employer and Employee, and Employer may provide notice by email to Employee of any changes in the compensation plan pursuant to paragraph 3.
21. EMPLOYMENT-AT-WILL. Consistent with the provisions set forth herein, the parties acknowledge and agree that the employment relationship created by this Agreement is at-will. Any cause for discharge mentioned in this Agreement or in any document maintained by Employer (including but not limited to employment manuals or recruitment materials) or in any oral conversation with Employer before or after the effective date of this Agreement shall not in any way limit Employer's right to discharge Employee, or in any way alter Employee's at-will status.
22. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the parties regarding the services to be performed for Employer on and after the effective date hereof. Except for the subject matters contained in paragraphs 7, 8, 13, 14, 15 and 16 of this Agreement as they may be contained in any prior agreement and enforceable by the terms thereof and as supplemented by

this Agreement, this Agreement supersedes and terminates all prior agreements between the parties regarding such services to be performed for Employer on or after the effective date hereof and the parties agree and understand that any such prior agreements regarding such services are hereby terminated. Any modification of this Agreement shall not be effective unless contained in a writing expressly identifying it as a modification and signed by Employee and by an executive officer of Employer.

- 23. **SEVERABILITY.** Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, this shall not affect any other provision of the Agreement which, consistent with such law, shall remain in full force and effect. All surviving clauses shall be construed so as to effectuate the purpose and intent of the parties.
- 24. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York, irrespective of its choice of law rules. Any litigation in connection with Employee's employment shall be brought only in the state or federal courts for Manhattan, New York and both parties hereby consent to such courts' exercise of personal jurisdiction over them and waive any objection to venue, provided, however, that in the event any such court dismisses any claims or withholds relief for lack of personal jurisdiction, the parties agree that the claims may be filed in the state or federal courts of a state in which is located Employer's office out of which Employee was hired or, in the event of a dismissal or withholding of relief for lack of personal jurisdiction in such state where such office is located, then any claims may be filed in the state or federal courts of the state in which Employee performed services .
- 25. **WAIVER.** No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the person against whom it is sought to be enforced (in the case of Employer by an executive officer of Employer). The failure of any party at any time to insist on strict performance of any condition, promise agreement or understanding contained in this Agreement shall not be construed as a waiver or relinquishment of the right to insist on strict performance of the same condition, promise, agreement or understanding at any future time.
- 26. **MISCELLANEOUS.** Employee represents that he/she has read and understands the terms of this Agreement, has had an opportunity to ask questions and to review this Agreement with a counsel/advisor of his/her choice, is not relying on any advice from Employer in this regard, and is voluntarily signing this Agreement.

Datamart Systems, Inc

_____	_____ Employee Name (print)	
Signature _____	Employee Signature _____	Date _____
_____	_____ Address	
Print Name _____	_____ City, State and Zip Code	
_____	_____ Date	
	_____ Phone	
	_____ Social Security Number	

Hourly Consultant Employment Agreement - Exhibit A

Employee Name: _____
Employee's Projected Start Date: _____
Approximate Length of assignment (not guaranteed): _____
Client: _____

1. Pursuant to paragraph 3 of the Consultant Employment Agreement, Employee shall be paid only for each billable hour actually worked and approved by the Client listed above, such pay to be at an hourly rate of \$____ per hour.

2. Pursuant to paragraph 3 of the Consultant Employment Agreement, all hours to be actually worked in excess of 40 hours in a weekly period (or 8 hours per day in California or Alaska, or 12 hours per day in Colorado) must be approved in advance by the Client and Employer. Employee will be paid only for each such approved billable hour in excess of 40 hours (or in excess of 8 hours per day in California or Alaska, or in excess of 12 hours per day in Colorado), such pay to be at an hourly rate of \$____.00 per hour.

3. Pursuant to paragraph 4 of the Consultant Employment Agreement, Employee shall be entitled, when eligible, to participate in, life or other insurance plans, and any applicable 401(k) Plan. Employee understands that he/she has chosen not to be covered by any welfare benefit plans as may be offered by Employer (such as, but not limited to, health, medical, dental, vision, and life insurance). More information about any applicable 401(k) Plan and any other plans shall be provided to Employee in accordance with applicable law. All such above plans may be modified from time to time by Employer in accordance with the applicable law and any such modifications shall not affect the continued applicability of other provisions of the Consultant Employment Agreement (including Exhibit A).

4. EMPLOYEE AGREES THAT HE/SHE IS NOT AN EMPLOYEE OF CLIENT AND IS NOT ENTITLED TO ANY BENEFITS OF ANY TYPE THAT CLIENT PROVIDES TO ITS OWN EMPLOYEES, AND TO THE EXTENT THAT IT IS EVER DETERMINED OTHERWISE EMPLOYEE HEREBY EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL BENEFITS FROM CLIENT. ANY BENEFITS PROVIDED TO EMPLOYEE SHALL BE ONLY THOSE STATED ABOVE FROM EMPLOYER. THIS PROVISION SHALL SURVIVE TERMINATION OF THE CONSULTANT EMPLOYMENT AGREEMENT AND THE EMPLOYMENT RELATIONSHIP.

Datamart Systems, Inc

By: _____

Employee: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____