

SUPPLIER AGREEMENT

This AGREEMENT made effective as of the ___day of __, 200__ between Sarasu IT Solutions LTD, (hereinafter "Vendor") and _____ hereinafter (hereinafter "Supplier") with offices at: _____ whose Federal Tax ID No. is _____.

WHEREAS Vendor's business is locating technical services personnel for various clients to provide technical services to Client according to the Client's specifications; and

WHEREAS Supplier agrees that Vendor will spend substantial resources and time evaluating, qualifying, proposing and/or providing Supplier's technical services personnel to Client, and that Vendor was selected by Client to provide such personnel to Client at the Client locations listed in any attached Purchase Order; and

WHEREAS Supplier is in a similar business and desires to join efforts with Vendor for the purpose of providing qualified candidates for the Client of Vendor; and

WHEREAS Vendor and Supplier wish to enter into an Agreement pursuant to which Supplier will introduce technical services personnel candidates to Vendor and Vendor may submit said technical services personnel to provide their services to Client.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties agree as follows:

1)DIRECT CONTACTS The Supplier agrees that it will not communicate in any fashion with the Client's technical or administrative (including contracting, procurement, human resources, etc.) personnel concerning any effort to provide technical services to Client by any of Supplier's technical services personnel except that Supplier's technical services personnel may communicate with the Client concerning those technical services already being performed by Supplier through Vendor under this Agreement. Supplier will communicate directly and exclusively through Vendor in regard to any additional services not already being performed by Supplier under this Agreement.

2)WARRANTY OF SERVICES Vendor shall submit Supplier's technical services personnel to Client according to the qualifications, experiences, and project requirements of the Client. It is within the Vendor's discretion whether to propose such personnel to Client. The work to be performed by the technical services personnel providing services under this Agreement shall be set forth by Client and stated in a Purchase Order (or similar form). If Client chooses to terminate the services of Supplier's personnel for any reason, including but not limited to unsatisfactory performance, Supplier will be compensated only for services approved and paid for by Client.

3)CONFIDENTIALITY Supplier and its technical services personnel agree not to disclose to any third party information relating to Vendor, its agents, or its clients, if such information could reasonably be construed as confidential. For the purpose of this paragraph, Confidential information includes, but is not limited to, the identity, prior requirements, and present or future particular needs, of Vendor or Vendor's Clients, the identity of and background information about management personnel of Vendor's Clients; information regarding the existence of and details about any openings for which a candidate may be proposed or interviewed or has learned about through such interviews, the identification of Vendor's Clients in regard to openings; profit margins, pricing policies and practices, in general and as to particular Clients; sales and marketing techniques, history, data forecasts and material, in general and as to particular Clients; development plans, personnel training techniques and materials; information which relates to Vendor's or Vendor's Clients' actual or anticipated products, software, research inventions, processes, techniques, designs or other technical data; and any other proprietary information belonging to Vendor or Vendor's Clients. The Supplier and Supplier's technical services personnel must not disclose his/her rate of compensation to any other Vendor employee or consultant or any Client employee or other consultant on the same client site or any other Vendor Client site.

4) NON-SOLICITATION OF PERSONNEL OR CLIENTS

(A) During the term of this Agreement and for a period of one year after its termination:

(i) Vendor agrees that it will not hire or solicit for hire any of Supplier's technical services personnel who was performing services through Vendor for Client pursuant to this Agreement or any other Supplier personnel about whom Vendor received information or to whom it was introduced as the direct result of any services performed pursuant to this Agreement.

(ii) Supplier agrees that it will not hire or solicit for hire any of Vendor's personnel, consultants, or any Client personnel about whom it has received information or to whom it was introduced as the direct result of any services performed pursuant to this Agreement.

(B) During the term of Supplier's performance of services for a Client on behalf of Vendor and for one year after the termination of the performance of such services, Supplier agrees that it will not, at a restricted location as set forth in paragraph (E) below, provide or attempt to provide (or advise others of the opportunity to provide) other than through Vendor, directly or indirectly, any services to any Client to which Supplier is providing or has provided services through Vendor. The parties recognize that there may be occasions after the termination of this Agreement in which Supplier is contacted to supply technical services personnel directly or indirectly to Client. These occasions include, but are not limited to the following: (1) Client requests candidates directly from Supplier; (2) requests from other vendors to Client for candidates from Supplier to perform services for Client; or (3) addition of Supplier to the Client's "vendor list" (hereinafter "New Eligibility Occasions"). Supplier agrees that, even though a New Eligibility Occasion may arise, it will refuse any request to assign any of its technical services personnel to provide services for Client, directly or indirectly in a restricted location, during the restricted period; provided, however, that Supplier may comply with such a request by supplying its technical services personnel through Vendor.

(C) For the purposes of this the term "Client" includes any customers, contractors, subcontractors, or clients of the Client for whom Supplier's personnel performed services or for whom Vendor proposed that Supplier would perform services in a restricted location during the restricted time period under this Agreement.

(D) The "restricted period" shall begin on the later of the date of the last performance of services or the date of the last proposal submitted by Vendor to Client. The Restricted period shall end on the latest of the following dates: (1) one year from the date on which any technical services personnel last performed services for Client under this Agreement; (2) one year from the date on which Vendor last proposed a particular individual to Client; or (3) one year from the date on which an interview with Client arranged by Vendor took place.

(E) The "restricted location" shall be any Client facility located within a 25-mile radius of the Client facility at which or for which Supplier's personnel last performed services, was assigned to perform services, or was introduced to or interviewed by the Client to perform services.

INSURANCE Before providing services, Supplier will obtain for itself and its personnel at its own expense, comprehensive General Liability (GL) insurance coverage for projects covered by this Agreement, for limits of liability not less than \$1,000,000.00 and, if available under state law, worker's compensation coverage with limits of not less than \$100,000.00 and will name Vendor as Additional Insured and provide a copy of the binder, the policy or a certificate of insurance to Vendor upon request.

LIABILITY Because of the independent status of Supplier, it is solely and completely accountable for the services it provides to the Client. Neither Vendor nor the Client, nor any of Client's contractors, subcontractors, Customers or Clients, shall have any liability whatsoever to any party for such services provided by Supplier or its personnel. Vendor will not indemnify Supplier for any liability incurred by Supplier, or its technical service personnel. Although Vendor will act in good faith to describe the task requirements set forth by the Client, Vendor has no right to control any aspect of the project on which Supplier will be working. Moreover, Supplier and/or its technical services personnel will have the opportunity to discuss task requirements directly with the Client prior to acceptance of the project offered by the Client. Supplier, therefore, releases Vendor from any liability relating to representations about the task requirements or to the conditions under which Supplier will be working. Supplier shall indemnify Vendor if Supplier causes Vendor to breach its agreement with the Client. Supplier also agrees to release Vendor from any liability for statements made by Vendor, without malice, to third parties who may inquire about Supplier's performance.

NOTICES Any requirement to "notify" or for "notice" or "notification" in connection with the subject matter of this Agreement shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five (5) days following the deposit of the same into the United States mail, certified mail, return receipt requested, addressed to such party at the address set forth on page 1 of this Agreement. Either party may designate a different address by notice to the other given in accordance herewith.

SEVERABILITY If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

RIGHTS TO OWNERSHIP OF DOCUMENTATION Supplier and Vendor hereby agree that all material, documentation and other tangible expressions of information including but not limited to software programs and software documentation, technical data or marketing data as applicable, whether in final production or draft, which result from any work performed by Vendor or Supplier for the Client, shall be deemed to be works made for hire and all rights, title and interest shall belong exclusively to Client unless other arrangements have been agreed to by all parties in writing.

LAW The internal laws of the state of Arkansas shall govern this Agreement, without regard to its conflict of law rules, and any lawsuits pertaining to this Agreement or the services provided hereunder shall be decided in the federal or state courts in the state of Arkansas. Supplier hereby consents to the exercise of jurisdiction over it by such courts.

For and on behalf of:

Sarasu IT Solutions LTD

By: _____
(Authorized Signature)

Title: _____
Date: _____

For and on behalf of:

By: _____

(Authorized signature)

(Please Print Name)

Title: _____

Date: _____

_____ (Federal ID Number)