



## PROFESSIONAL PRACTICES AGREEMENT

In Consideration of the agreement of iTech Solutions Inc. ("Vendor") to employ the undersigned individual (Employee) to perform services to Client, the undersigned agrees to be bound to the terms and conditions as follows:

1. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

Employee will not disclose to any third party, without the prior written consent of Vendor any confidential information of Vendor, or its subsidiaries, or of any client of Vendor, which is acquired by Employee in the course of their employment. 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 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. Employee further agrees he/she will not reproduce in any way, divulge, or remove from the premises of Vendor, any Client, or the customers and clients of any Client, at any time during the interview, or during or after providing services, any tangible or intangible property whatsoever (except personal effects) which could reasonably be construed as constituting confidential information of Vendor, the Client, or the customers or clients of the Client. Supplier Employee also will not disclose to any Vendor Employee, Contractor, Client, Customer or Client of the Client his/her rate of compensation.

2. OWNERSHIP OF INTELLECTUAL PROPERTY, ETC. Employee agrees that, pursuant to the Client's requirement that, (a) all documents, deliverables, software, systems designs, disks, tapes and any other materials (collectively, "materials") created in whole or in part by Employee in the course of or related to providing services to the Client shall be treated as if it were "work for hire" for the client, and (b) Employee will immediately disclose to Vendor and the Client all discoveries, inventions, enhancements, improvements and similar creations (collectively, "creations") made, in whole or in part, by Employee in the course of or related to providing services to the Client. All ownership and control of the above materials and creations, including any copyright, patent rights and all other intellectual property rights therein, shall rest exclusively with the Client, and Employee hereby assigns to the Client all right, title and interest that Employee may have in such materials and creations to the Client, without any additional compensation and free of all liens and encumbrances of any type. Employee affirms that the compensation it has negotiated for the services performed under this Agreement includes payment for assigning such rights to the Client. Employee agrees to execute any documents required by the Client to register its rights and to implement the provisions herein.



3. NO SOLICITATION OF PERSONNEL OR CLIENTS

Employee agrees that he/she will not, within the restricted area and the restricted period as set forth in subparagraph (a) & (b) below, (i) provide or attempt to provide (or advise others of the opportunity to provide) other than through Vendor, directly or indirectly, any services to any such Client to which he/she was introduced or with which he/she interviewed or about which he/she received information in the manner stated above, or (ii) retain or attempt to retain, directly or indirectly for himself/herself or for another party, the services of another one of Vendor's employees or contractors to which Employee has been introduced or about which Employee has received information either through Vendor or through any Client which Employee has been introduced to or interviewed with or received information about through Vendor or through Supplier pursuant to its Supplier Agreement with Vendor or discussions with Vendor. Notwithstanding the above, employee shall have the right to accept employment directly with the Client at any time during or after contract period without penalty or restriction.

- a) For the purposes of this paragraph a, the "restricted area" is a 25-mile radius of any Client location at which Employee provided services, or at which Employee was assigned to work.
- b) The "restricted period" shall begin upon start of employment with Vendor and shall end one year from the date on which employee last performed services for Client under this Agreement.

4. WORK ETHIC & PROFESSIONAL CONDUCT

Employee understands that they are an employee of Vendor and not our client. Your Vendor Account Manager will be your primary point of contact for you during your assignment. He or she will be responsible for obtaining feedback and communicating to you regarding your performance at the work site and any other questions or issues you might have during your employment. The Vendor HR Department is also available to help with any human resources questions or problems you might have.

Employee understands and agrees that Vendor, has spent considerable time and effort developing a successful thriving business relationship with Client. As a Vendor Employee, employee understands that you are a representative of Vendor at Client, a professional & ethical conduct is expected at all times and is a direct reflection of Vendor. We further ask that employee read and understand the client's code of conduct if one is provided, have respect for Client staff & any resources and/or property and data provided during your assignment. As an employee of Vendor, we ask that you understand the importance of the business relationship between the Vendor and client and agree to exhibit professional ethical behavior at all times; prior to assignment, during your assignment and after your assignment is complete. This professional behavior is essential to ensuring Vendor's business standing is sustained and the quality of service Client has come to expect from Vendor continues to be delivered. In addition, you understand and agree that your professional relationship is directly with Vendor; accordingly you recognize the Vendor as your employer and shall not reach out to the directly Client with any issues related to your assignment, rate or contract start, length or termination. Direct communication regarding these items will be considered a breach to this agreement and treated appropriately.



5. CLIENT PROPERTY

During assignment you may be issued Client property including but not limited to, a computer, laptop, cell phone, printer, pager, or hand held device. Employees are expected to take proper precautions to care for Client equipment. Employee agrees that the client maintains property of any issued equipment, and that ownership does not change to employee. On or before the end of assignment date (no later than by the 3rd day after end of assignment), Employee is expected to return all devices, documents or property belonging to Client in proper working order directly to Client or to the Vendor main office. Employee shall not keep in Employee's possession or deliver client property to anyone else, unless approved by Vendor. In case of a remote work situations when property cannot be directly returned to Client, it can be returned to a pre-identified iTech Representative. If no representative is available then employee must provide proof that the property was shipped back to the iTech Main office at 30 Stanford Dr. , 2nd floor Farmington, CT 06032 within the 3 day window. Any expenses for mailing will be reimbursed to the employee. Failure to return property upon end of assignment after the 3 day period can be considered unlawful possession and could be reported to local authorities as criminal theft.

6. REPRESENTATIONS

Employee acknowledges that information provided by him/her (including, but not limited to, resume, interview, references, etc.) in consideration for providing services to or on behalf of the Client is true to the best of Employee's knowledge and that he/she is not restricted by any employment or other agreement from providing services to Vendor's Client and understands that any misstatements or lack of candor by Employee of his/her qualifications or availability may be grounds for immediate termination of services by Vendor or by the Client. Employee represents that while employed by Vendor, he/she will not, during normal business hours, be employed by, act as a consultant to or otherwise perform services for remuneration, directly or indirectly, to any person or entity other than Vendor

Employee has read and agrees with the above as conditions of employment and acknowledge that the foregoing covenants shall be specifically enforceable against Employee and furthermore that, because monetary damages are likely to be inadequate, Vendor shall be entitled to injunctive relief for a breach of the terms of this Agreement, without the necessity of posting any bond, upon application to a court of competent jurisdiction, and Employee further agrees to indemnify Vendor for all of Vendor's expenses in seeking such relief, including reasonable attorney's fees, costs of investigation and court costs.

This Agreement of Supplier's Employee shall be governed by the internal laws of the state of Connecticut without regard to its conflict of law rules, regardless of where the work is performed. Employee agrees to the exercise of personal jurisdiction over him/her by the courts in the state of Connecticut to the full extent permitted by law.

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EMPLOYEE SIGNATURE

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Date