

CONSULTANT AGREEMENT

THIS AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_  
between TYMSHARE, INC., a California Corporation (hereinafter called  
the Company), and \_\_\_\_\_  
(hereinafter called the Consultant).

WITNESSETH THAT:

WHEREAS the parties are mutually desirous that the Consultant be retained by the Company in accordance with the provisions hereof;

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the parties agree as follows:

1. The Consultant is hereby retained by the Company for the term of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The Company agrees to pay the Consultant in consideration of this agreement and services to be performed hereunder  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

payable upon satisfactory completion of the work. Irrespective of the average figure mentioned in Paragraph 1 above, if any, the Consultant will be paid only for the hours actually worked but no more than the maximum provided in Paragraph 1, if any. The Company will pay the Consultant's reasonable traveling expenses for all traveling performed at its request in accordance with the procedures whereby the Company reimburses its own employees doing work under a Government prime contract. For the purposes of this consultant agreement a day shall be considered as a cumulative total of eight hours of actual consultation or work under this agreement.

3. The Consultant will act as a consultant and advisor to TYMSHARE, INC. on problems in connection with \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

He shall be free to exercise his discretion as to the method and means of performance of his services. The Consultant shall in no sense be considered an employee or an agent of the Company, nor shall he be entitled to, or eligible to participate in, any benefits or privileges given or extended by the Company to its employees.

4. In view of the confidential relationship contemplated by this agreement between the Consultant and the Company it is further agreed:

(a) Definitions - For purposes of this agreement, the following terms used herein shall be defined as follows:

Confidential Information - any information, oral or written, relating to the Company's business, or any products or services which it manufactures, sells or furnishes including proposed products and services or methods and processes of furnishing such services; the identity of persons or firms with whom the Company does business or methods used relating to the furnishing of the Company's products or services which in any way refer or relate to the Company's business, present or proposed;

Inventions - All inventions or discoveries, improvements to existing inventions, trade secrets, ideas or techniques, processes or methods of manufacturing or rendering service, patentable or unpatentable which, during the term of this agreement are conceived, developed, worked on, in whole or in part, solely or jointly with others by the Consultant which relate in any way to the business of the Company, present or proposed. An invention shall conclusively be deemed to relate to the business of the Company if it is made, conceived, developed, worked on, in whole or in part, at any plant or facility of the Company, or if it is in whole or in part, an improvement, modification, substitute or replacement for anything manufactured, sold or used by the Company; or information concerning any element thereof, or need for it, or market for it as discovered by Consultant in the course of this agreement; or if it in any way results from tasks assigned by the Company to the Consultant;

(b) Non-disclosure of Information - By reason of this agreement, Consultant will have access to and will acquire confidential information (as herein defined) relating to the Company's business. Consultant will, at all times during this agreement and for a period of two years thereafter, hold such information in the fiduciary capacity, and solely for the benefit of the Company. Consultant shall not disclose any confidential information about the Company or its business unless authorized in writing by an officer of the Company authorized to permit such disclosure. The Company will, if requested in writing by Consultant, advise as to whether any specific information is classified by the Company as confidential.

(c) Assignment of Inventions - Consultant warrants and represents that there are no inventions, discoveries, improvements or trade secrets which the Consultant has made or conceived prior to this agreement by the Company, unless the same are listed on this agreement. Consultant will, as soon as practicable, disclose to the Company all inventions made or conceived by him during the term of this agreement and for a period of two years thereafter. Consultant shall assign to the Company upon demand all right in or to each invention (as herein described) and which he makes, conceives, develops or in any way works on from the date of the initial agreement by the Company.

(d) This agreement is intended to secure to the Company the help and cooperation of the Consultant and shall be deemed to preclude him from accepting employment or engaging in work or business adverse to the interests of the Company during the term of this agreement.

5. General - This agreement is a complete and final statement of all terms of the agreement between the parties, and shall supersede any previous negotiations between them, and all representations and promises by the Company to Consultant. The agreement shall not be varied, supplemented, qualified or interpreted, except by a writing signed by both the Company and the Consultant.

In the event it is necessary to enforce this agreement, the prevailing party in any such action shall be entitled to his expenses in suit, including reasonable attorneys fees.

This agreement shall be construed in accordance with the laws of the State of California, shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, and assigns.

Dated and effective the day and year first above written.

TYMSHARE, INC.

By \_\_\_\_\_  
Company

Consultant \_\_\_\_\_

Social Security Number \_\_\_\_\_

Home Address \_\_\_\_\_

\_\_\_\_\_

## CONFIDENTIAL INFORMATION AGREEMENT

IN CONSIDERATION and as a condition of my employment or continued employment by TYMSHARE, INC., a California corporation, (hereafter referred to as "the company") and the compensation paid and the benefits received therefor.

1. I hereby assign and transfer to the company my entire right, title, and interest in and to all inventions, improvements, discoveries, designs, documents, and other data (whether or not patentable) made, conceived, or first reduced to practice by me, whether solely or jointly with others, during the period of my employment with the company, within the scope of the company's business, research and investigations, or resulting from or suggested by any of the work I have performed or may perform for the company, including all inventions, improvements, discoveries, designs, and other data made, conceived or first reduced to practice during off-duty hours and away from the company's premises, as well as those made, conceived, or first reduced to practice in the regular course of employment.

2. I agree that all inventions, improvements, discoveries, designs, documents, and other data made, conceived or first reduced to practice by me after I leave the employ of the company are within paragraph 1 if conceived during such employment, and any such inventions, improvements, and discoveries made, conceived or first reduced to practice by me within six (6) months from cessation of employment shall be conclusively presumed to have been conceived during my employment with the company.

3. I agree promptly to disclose the inventions, improvements, and discoveries specified hereinabove to my supervisor or to whomever else may be designated by the company, and I will assist the company in any reasonable manner to obtain for its own benefit patents thereon in any and all countries, and I will execute when requested, patent applications and assignments thereof to the company, and any other lawful documents deemed necessary by the company to carry out the purposes of this agreement, all without further consideration than provided for herein. I further agree that the obligations and undertakings slated in this paragraph 3 shall continue beyond the termination of my employment by the company.

4. I agree that without the company's express consent, I will not during my employment by the company engage in any employment or activity other than for the company in any business in which the company is now or may hereafter become engaged, and I will not during my employment by the company or thereafter at any time disclose to others or use for my own benefit the inventions, improvements, discoveries, designs, and documents of paragraph 1, or any trade secrets or information relating to products, processes, know-how, machines, designs, drawings, formulas, test data, or other subjects pertaining to any of the business of the company, or any of its clients, customers, consultants, licensees, or affiliates, acquired by me during the period of my employment, unless such information has been made generally available to the trade and to such extent as may be necessary in the ordinary course of performing my particular duties as an employee of the company. I understand that all such information is deemed confidential. If I leave the employ of the company, I will not take with me any original or copies of any drawings, other documents, or development or preproduction models containing or disclosing confidential information.

5. I understand that each customer of the company will disclose information concerning the customer's business, which information will be stored within the computer system utilized and owned by the company, in connection with the furnishing of its customer services. I agree to hold such information in the strictest confidence, and will not disclose such information to anyone without the written consent of a duly authorized officer of the company.

6. It is understood that the business and technical information developed and acquired by the company is among the company's most valuable assets, and its value may be unwittingly destroyed by casual dissemination, and that the carrying away or appropriation of any of the company's trade secrets or confidential information may be a criminal act of theft or fraudulent appropriation under the California Penal Code, Section 499(c).

7. It is understood that the present agreement supersedes any agreement previously executed by me relating to the disclosure and patenting of inventions, improvements, and discoveries made during my employment by the company. This agreement shall inure to the benefit of the successors and assigns of the company, and shall be binding upon my heirs, assigns, administrators, and representatives.

8. This agreement shall be construed in accordance with the laws of the State of California.

Signed \_\_\_\_\_  
Employee

Witness \_\_\_\_\_  
Date \_\_\_\_\_