

**GOTHAM TECHNOLOGY GROUP, LLC
CONFIDENTIALITY AND NON-COMPETE AGREEMENT**

[Full Time Staff and Consultants]

This Agreement (this "Agreement") is made and entered into as of the 2nd day of January, 2007 (the "Effective Date") by and among [REDACTED] m Technology Group, LLC, having an address at 1 Paragon Drive, Montvale NJ 07645 ("Gotham"), and [REDACTED] zini, an individual residing at [REDACTED] Woodcliff Lake, NJ 07677 ("you," "your," etc.). As a condition of your employment or association or continued employment or association with Gotham and in consideration of the covenants and agreements contained herein, Gotham and you hereby acknowledge and agree as follows:

1. **Purpose.** Gotham is concerned about the protection of its confidential information and other intellectual property; and Gotham respects the confidences and intellectual property rights of others. Accordingly, this Agreement, which Gotham requires of any person who is an employee, consultant, independent contractor or agent of Gotham (any of the foregoing an "Employee"), is designed to define the rights of both Gotham and you regarding confidential information, to protect the confidential information of Gotham and the clients and customers of Gotham (the "Clients") and to protect Gotham and Clients from receiving confidential information belonging to others.

2. **Confidentiality.**

a. As used in this Agreement, the term "**Confidential Information**" shall mean, without limitation, any information concerning Gotham, Clients, prospective Clients, Gotham's marketing plans, job orders, work orders, applicants and candidates for employment or association, prospective applicants and prospective candidates for employment or association, employees, projects, referrals, pending referrals and assignments, Client lists, vendor lists, Employee lists, discoveries, inventions and developments, including knowledge of unsuccessful approaches; scientific engineering information, including information contained in patent applications, (i.e. research, processes, designs of apparatus and equipment, engineering aids, manuals and computer architecture, logic and software); technical management information, including, without limitation, proposals, schedules and performance objectives and criteria, and analyses of areas for development; financial information, including, without limitation, product and service cost data, revenue and profit margins; business, marketing, legal and regulatory information, including, without limitation, project proposals, financial data, marketing studies, construction plans, contemplated new ventures, customer information, unannounced future products and strategies, existing and planned company and customer network configuration and design, and billing information; personnel information, including, without limitation, salaries, job assignments and skills, and merit reviews, and all other confidential, private and proprietary information which relates to the existing proposed or anticipated business, services or commercial activities of Gotham and Clients, in whatever form, whether written, oral or machine-readable, including, but not limited to, information gathered or obtained, directly or indirectly, by you during the course of your employment or association, in whatever capacity, with Gotham, including, but not limited to, any Work Product (as defined herein) (all of the foregoing "**Confidential Information**"), whether such Confidential Information is in intangible form, such as unrecorded knowledge, ideas or conceptions or any such information that is contained in or used in connection with any systems, resources, applications, equipment or tools used by Gotham which contain any Confidential Information or any other information of Gotham (the "**Confidential Database**"). Confidential Information does not include information which is known to you at the time of disclosure to you by Gotham without obligation of confidentiality as evidenced by written records, is publicly known and generally available through no wrongful act of you or has been