TRAINING AGREEMENT

This agreement between NexAge Technologies USA, Inc., the ("Company"), having its principal office at 75, Lincoln Hwy, Ste 101, Iselin, NJ-08830 and _____ (the "Trainee"" or "You',), residing at, _____

In consideration of the mutual promises here in contained, the parties hereto agree as follows:

1. *The company shall provide you with technical training at the office of the Company. The training fee will vary based on the training program, duration and the skills involved. You agree and acknowledge that you are taking this training program on your own free will and that you will not be compensated in any way during this initial training period.*

2. You understand and agree that you owe to the Company an obligation to use your best efforts at all times and have a duty of loyalty to the Company. *You expressly understand and acknowledge that soliciting, negotiating, contacting, either directly or indirectly, with another prospective employer, competitor, customer, client or any other entity engaged in, or to be engaged in, the business of software development, programming, IT consulting, quality assurance, testing, validation, systems analysis or networking, while undergoing training and for a period of 90 days from the final completion of the training program, which included class room training, interview preparation and exams, shall be deemed to be a breach of your duty of loyalty to the Company and a breach of this agreement and shall entitle the company to liquidated damages as set forth below.* Further, you agree and acknowledge that you have a duty and will, in fact, disclose the existence of this Agreement and explain its restrictions upon you to any person, entity or company that may approach, discuss, suggest or otherwise broach in any manner, employment with you.

3. You declare that you have at all times in the past and do currently maintain legal resident status in the United States and are not in violation of any of the laws Federal, State or Local Laws. You understand and expressly acknowledge that the Company is relying upon the express representations that you have made in your CV/ interview about your education and work experience and that you will abide by this agreement and also provide the company with adequate and fair notice and pay the termination fees as indicated in clause 4 below, should you prematurely terminate this Agreement.

4. You acknowledge that the Company will make a substantial investment of time, money and resources in training you and preparing you for potential work assignment, and that the Company will incur significant expense in connection therewith. The Company is prepared to make this investment in you and incur these expenses in specific reliance upon your express promise and representation that you will give the Company exclusive rights to market you and find you an assignment. The Company would not and will not be prepared to enter into this Agreement if you do not or did not make that representation and promise. *If you terminate your training with the Company at any time prior to the expiration of the training period and the 90 day commitment period as mentioned in clause 2 above, the Company would suffer economic loss consisting of the expenses involved in training you as well as lost revenue. You agree and expressly acknowledge that in the event that you terminate this Agreement prior to the expiration of the training and the 90 day commitment period, damages would be difficult to accurately ascertain and agree and acknowledge that the amount of $2000.00 is a fair and reasonable sum that best approximates the damages that the Company would incur in the event of your breach of this provision.*

5. You expressly covenant and agree that you will not at any time within a time period of two (2) years from and after the completion of your training and for a period of One (1) year following the completion of an assignment obtained thru the Company, whichever comes later; for any reason, either directly or indirectly, (a) in any way seek to induce, bring, promote, facilitate or encourage the discontinuance of, or in any way solicit for or on behalf of yourself or any others, or in any way disclose the customers, business affiliates, vendors, client lists or client accounts of the Company, or (b) in any way solicit the services of (or otherwise deal in a manner adverse to the Company) any client, business partner , vendor, employee of the Company, or otherwise induce, encourage or seek to induce such employee to terminate his or her employment with the Company. In such solicitation or behavior occurs, the Company will be seriously damaged and will consider said solicitation, encouragement or inducement to be an intentional, knowing and tortuous interference with the Company's employment and/or business contracts and will hold you personally liable. You further

expressly covenant and agree that should you obtain a work assignment thru the Company you will complete the full term of the assignment and any extensions required by the company of its client. You agree that you will not at any time or in any manner, either directly or indirectly, without the prior written consent of the Company, divulge, disclose or communicate to any person, firm or organization, in any manner whatsoever, any information concerning any matters of, or relating to, the business of the Company, including, without limitation, any of the Company's customers or clients, prices it has obtained or obtains, or any other information concerning the business of the Company, its manner of operation, its plans, processes, or other data without regard to whether any of such matters will be deemed confidential, material or important.

6. You agree that upon completion of your training period with the Company, you will promptly deliver to the Company all documents and writings and other materials pertaining to your training and/or any confidential information that belongs to the Company, including but not limited to training materials, software, electronic devices, copies, manuals and any corporate equipment that may be in your possession at that time.

7. All notices, approvals, or other communications to be sent or given to you shall be deemed valid and properly given, or made if in writing and delivered by hand, or by regular US postal mail addressed to you at your address of record. All notices, approvals, or other communications to be sent or given to the Company shall be deemed validly and properly given or made if in writing and delivered by hand or registered or certified mail, return receipt requested, and addressed to NexAge Technologies USA, Inc., 75 Lincoln Hwy, Suite 101, Iselin, NJ 08830. Either party hereto may give notice to the other at any time by the methods specified above of a change in the address at which, or the person to whom, notices addressed to it are to be delivered in the future.

8. This Agreement shall be governed by the laws of the State of New Jersey. In the event of your breach of any provision of this Agreement or in the event that the Company is compelled to initiate legal proceedings to enforce any provision of this Agreement, either in a plenary action or in a preliminary action for a restraining order or temporary injunction, you expressly acknowledge and agree that the Company shall be entitled to collect and be reimbursed for any costs and reasonable attorneys fees incurred should it be necessary for the company to initiate and prosecute legal action against you in the event you breach or threaten a breach of this Agreement. You acknowledge and agree that you assent to this provision voluntarily and willingly based upon your desire to enter into this Agreement.

9. This Agreement supersedes all prior agreements, written or oral, between you and the Company, as of the date of the commencement of training as set forth above and shall constitute the only agreement between the parties for the period of training herein above stated. No provisions of this Agreement shall be changed or modified, nor shall this Agreement be discharged, in whole or in part, except by an agreement in writing signed by the party against whom such change, modification, or discharge is claimed or sought to be enforced. In the event that any provision of this Agreement shall be held to be invalid in any circumstance, such invalidity shall not affect any other provision or circumstance.

For Trainee:

Signature: _____ Date: _____

Print name: _____ Phone: _____

Email: _____

For NexAge Technologies USA, Inc

Signature: _____ Date: _____

NOTE: PLEASE COMPLETE, SIGN AND FAX TO (732)-494-4555